



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St John Ambulance Western Australia Ltd
(AG2025/2036)

ST JOHN AMBULANCE WESTERN AUSTRALIA LTD AMBULANCE OFFICERS' / PARAMEDICS ENTERPRISE AGREEMENT 2024

Ambulance and patient transport industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 15 JULY 2025

Application for approval of the St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2024

Introduction

[1] St John Ambulance Western Australia Ltd (**Employer**) has made an application for approval of an enterprise agreement known as the *St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2024* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**Act**). The Agreement is a single enterprise agreement.

Section 190 Undertakings

[2] The Employer has provided written undertakings (**Undertakings**). A copy of the Undertakings is attached in Appendix 4 of the Agreement. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[4] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

Section 183 Bargaining Representatives

[5] The United Workers Union (UWU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[6] In accordance with s.201(2), I note that the Agreement covers the UWU.

Approval

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 22 July 2025. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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<AE529705 PR789636>

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 this agreement.



**ST JOHN AMBULANCE
WESTERN AUSTRALIA LTD
AMBULANCE OFFICERS' / PARAMEDICS
ENTERPRISE AGREEMENT 2024**

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SECTION 1: PRELIMINARY

1 AGREEMENT TITLE

This Agreement is to be known as the *St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2024*.

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:

- (a) create and maintain a workplace environment that values and enables Employees to achieve their goals;
 - (b) 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;
 - (c) develop workplace procedures that contribute to delivering the highest standards of productivity and service to its clients and the public;
 - (d) provide high standards of workplace safety and equality of employment opportunity; and
 - (e) create a workplace free of discrimination, harassment and vilification.
-

3 APPLICATION OF THE AGREEMENT

3.1 Scope

- (a) This Agreement covers and applies to:
 - (i) St John;
 - (ii) the Union, subject to sections 53 and 201(2) of the *Fair Work Act*; and
 - (iii) the Employees employed in the classifications listed in **Appendix 1 – Rates of Pay** (Employees).

3.2 Parties to the Agreement

- (a) The parties to the Agreement are:
 - (i) St John;
 - (ii) the Union, subject to sections 53 and 201(2) of the *Fair Work Act*; and
 - (iii) the Employees employed in the classifications covered by this Agreement.

3.3 Entire Agreement

- (a) This Agreement is the entire agreement between the Parties. The Parties expressly exclude, to the extent permitted by law:
 - (i) 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 and laws dealing with long service leave, occupational safety and health, workers' compensation, and training; and

- (ii) 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 crib breaks), shift/overtime loadings, annual leave loading, allowances, penalty rates and incentive-based payments and bonuses, except as provided for by this Agreement.
- (b) To avoid any doubt, this clause does not exclude the National Employment Standards and laws dealing with long service leave, occupational safety and health, workers compensation, and training which cannot be excluded by law.

3.4 No Extra Claims

- (a) This Agreement is in full settlement of all issues that might arise between the Parties while this Agreement is in operation.
- (b) It is a term of this Agreement that the parties undertake not to pursue further claims of wages, salaries or other terms or conditions of employment, either award or over award, except as expressly provided for in this Agreement.

3.5 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 2024 as provided in **Appendix 1 – Rates of Pay**.
- (c) The Agreement will have a nominal expiry date of three (3) years from 1 July 2024, therefore, the Agreement will expire on 30 June 2027.
- (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*.

3.6 Negotiation of Replacement Enterprise Agreement

- (a) The Parties agree to commence negotiations for a replacement Enterprise Agreement at least six (6) months prior to the expiry of this Agreement.

4 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.

5 VARIATION

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

6 SEVERANCE

- (a) 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.

7 DEFINITIONS

Term	Means
Agreement	means this Agreement, known as the <i>St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2024</i> .
Ahpra	refers to the Australian Health Practitioner Regulation Agency.
Allocated Position	means an entitlement to a position on a vehicle at a metropolitan Station (formerly known as a 'Permanent Position').
Ambulance Officer	means an Employee who has obtained the qualification requirements of an Ambulance Officer as outlined in clause 42 of this Agreement.
Ambulance Paramedic	means an Employee who has obtained the qualification requirements of an Ambulance Paramedic as outlined in clause 42 of this Agreement.
Approved Leave	means a period of leave approved and taken in accordance with this Agreement.
Casual	has the meaning given by the <i>Fair Work Act</i> .
Critical Care Paramedic Intern	means an Employee engaged in the Critical Care Paramedic Intern classification as outlined in Appendix 1 – Rates of Pay , undertaking the CCP internship pathway as provided by St John. Also referred to as a CCP Intern.
Classification	means any one of the classifications set out in Appendix 1 – Rates of Pay of this Agreement.
Clinical Education	refers to the department previously known as CPHC (College of Pre-Hospital Care).
Continuing Education Program	Means the annual education program run by the Clinical Education department.
Contract Paramedic	means a Registered Paramedic engaged by St John to provide paramedic and/or first aid services to a third party under a commercial contract.
Country Location	means a location as determined by St John.
Crib Breaks	formally referred to as Meal Break
De Facto Spouse	means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

Delegates Organisation	means the union in accordance with the rules of which the workplace delegate was appointed or elected.
Dynamically Deployed	means when a crew is relocated to another station during their rostered shift from the crews rostered station.
Eligible Employee/s	For the purpose of clause 13 Union Related Matters, means members and persons eligible to be members of the delegate's union who are employed by the St John.
Extended Care Paramedic Intern	means an Employee engaged in the Extended Care Paramedic Intern classification as outlined in Appendix 1 – Rates of Pay , undertaking the ECP internship pathway as provided by St John. Also referred to as a ECP Intern.
EMA	means an Emergency Medical Assistant.
Employee	means the Employees employed in the classifications in Appendix 1 – Rates of Pay of this Agreement, each an Employee.
Employer	means the Employer of those classified in Appendix 1 – Rates of Pay , inclusive of workplace delegates and health and safety representatives.
EMR	means an Emergency Medical Responder.
EMT	means an Emergency Medical Technician.
Extension Overtime	means time which is worked as an extension of the Employee's rostered shift.
Fair Work	means Fair Work Commission, as established under the <i>Fair Work Act</i> .
Fair Work Act	means the <i>Fair Work Act</i> 2009 (Cth) as amended or replaced.
Hazard Management Agency	means an external agency prescribed by the Western Australian Government as responsible for managing specific types of emergencies.
Home Station	means the closest station to an Employee's home to which they could be rostered to work.
Hybrid Location	means a country work location that is crewed by both Ambulance Paramedics and volunteers.
Immediate Family	means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee, or a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de facto partner. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

Joint Consultative Committee	means the committee established under clause 9 .
Leave Entitlement	means leave which is fully accrued and can be taken when approved by St John.
Leave Roster	means a block of leave allocated to each eligible Employee by St John.
Medic	means an Employee engaged as a Medic who is a Registered Paramedic and has completed St John's training requirements.
Tutoring Period	means a period of time as assessed by the Clinical Education and/or Medical Director that an Employee has to work with a tutor.
Mid-West Coastal	means the region defined by St John as Mid-West Coastal for the purpose of the Community Paramedic Location Allowance.
Mid-West Remote	means the region defined by St John as Mid-West Remote for the purpose of the Community Paramedic Location Allowance.
NES	means the National Employment Standards as provided in the <i>Fair Work Act 2009</i> .
Ordinary Time	means the base rate of pay plus shift penalties and relevant shift allowances.
Paramedic Intern	means an Employee who has obtained the qualification requirements of a Paramedic Intern as outlined in clause 42 of this Agreement.
Parties	means those parties listed in clause 3.2 of this Agreement.
Permanent Shift	has the meaning given by the clause 22.5 (a) or clause 22.6 (a) of this Agreement.
Preferred Position	means a position at a Station at which the Employee has requested an Allocated Position.
Preferred Station	means a Station at which the Employee has requested an Allocated Position.
Primary Care Giver	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.
Primary Classification	means a classification within St John that the Employee currently holds.
Primary Position	means an Employee's permanent position of employment.
Referral List	means a list of healthcare professionals compiled by St John.

Registered Paramedic	means an individual who holds a current registration with the Paramedicine Board of Australia and is included on the public register of paramedicine practitioners.
Rostered Station	means the Station at which an Employee is rostered to work.
Service Sequence Number	means a number that is assigned to an Employee on commencement of employment. This number is separate to the Employee's personal file number.
Secondment	means the temporary transfer of an Employee from their primary position to an alternative position with the mutual agreement of St John and the Employee.
Shift Worker	means an Employee who is regularly rostered to work over seven (7) days a week and is regularly rostered to work on Sundays and public holidays. For the purposes of the National Employment Standards, Shift Workers are entitled to additional Annual Leave in accordance with clause 40.1 of this Agreement.
Spouse	includes a former spouse, De Facto Spouse or a former De Facto Spouse.
Station	means a work location with operational ambulance vehicles assigned to it within the metropolitan region (as defined by St John).
Station Officer	previously known as Station Manager
Southern Coastal	means the region defined by St John as Southern Coastal for the purpose of the Community Paramedic Location Allowance
Sub Centre	means location where the typical crewing configuration is volunteers working together or a volunteer(s) working with a Community Paramedic
St John	means St John Ambulance Western Australia Ltd.
Union	means United Workers Union.
Weekly Base Rate of Pay	means the weekly pay calculated from the hourly rate multiplied by thirty-eight (38).
Workplace Delegate	means Employees who are elected or appointed as representatives of Union members at St John.

8 INDIVIDUAL FLEXIBILITY

8.1 Individual Flexibility Agreement

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

- (i) the IFA deals with one or more of the following matters;
 - (ii) arrangements about when work is performed;
 - (iii) overtime rates;
 - (iv) penalty rates;
 - (v) allowances; and/or
 - (vi) 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.

8.2 Compliance

- (a) St John must ensure that the terms of the IFA:
 - (i) are about permitted matters under section 172 of the *Fair Work Act*;
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act*; and
 - (iii) result in the Employee being better off overall than the Employee would be if no IFA was made.

8.3 Form and content requirements

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

8.4 Copy to Employee

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

8.5 Termination of Individual Flexibility Agreement

- (a) St John or the Employee may terminate the IFA:
 - (i) by giving no more than twenty-eight (28) days' written notice to the other party to the IFA; or
 - (ii) if St John and the Employee agree in writing – at any time.

8.6 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 8.6(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 8.6(a)** above, does not mean that the Union must approve or consent to the IFA.

9 JOINT CONSULTATIVE COMMITTEE

- (a) St John recognises the need for a Joint Consultative Committee (JCC) to be formed to discuss, resolve and enhance operational and working environment issues in the workplace.
- (b) The JCC 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) any other ongoing consultation matters; and
 - (vi) implementation of this Agreement.
- (c) The JCC 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 Employer representatives.
- (d) The Parties will meet and jointly determine the terms of reference and operating procedures of the JCC.
- (e) The JCC will convene within twenty-eight (28) days of a written request being received from either St John or an Employee representative, or the Union.
- (f) 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.
- (g) Employee representatives will be paid for attendance at JCC meetings as if they had worked their normal roster. Employee representatives who attend a JCC meeting in their own time will be given time off in lieu or be paid single time equal to the meeting time.
- (h) St John will provide additional available information on operational and workplace matters, ensuring that such disclosures are not confidential, commercially sensitive or otherwise protected under applicable laws and regulations.

- (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) St John will provide additional available information on operational and workplace matters, ensuring that such disclosures are not confidential, commercially sensitive or otherwise protected under applicable laws and regulations.
- (k) This clause does not apply to major changes to which **clause 10** applies.

10 INTRODUCTION OF CHANGE

10.1 Major Change

- (a) If St John proposes to make a major change in relation to a matter listed in **clause 10.1(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 the Employer'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 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 10** will prevent St John from implementing the change once it has complied with its obligations under this **clause 10**.

- (d) If St John proposes to make a major change that:
 - (i) does not relate to a matter referred to in **clause 10.1(b)** above; and
 - (ii) will, in the view of St John, significantly affect Employees.
 - (iii) St John will, as far as practicable, prior to the final decision being made, comply with the processes referred to in **clause 10.1(a)(i) – (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.
- (g) St John recognises that genuine and effective consultation with Employees and the relevant Union, taking into account the diverse needs of Employees, fosters a positive and inclusive workplace, enabling the views of Employees to be considered. Genuine and effective consultation involves, where possible:
 - (i) providing Employees and the relevant union(s) with a genuine opportunity to provide input into decision prior to a decision being made;
 - (ii) providing all relevant information to Employees and their representatives in a timely manner to support consideration of the issues;
 - (iii) considering feedback from Employees and their representatives in the decision-making process; and
 - (iv) advising Employees and their representatives of the outcome of the process, including how their feedback was considered in the decision-making process.

10.2 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 the 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.

11 DISPUTE SETTLING PROCEDURE

Subject to this **clause 11**, 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 discuss the dispute with the relevant supervisor in an attempt to resolve it.
- (b) If the dispute is not resolved as outlined in **clause 11 (a)** above within five (5) weekdays of being raised with the relevant supervisor, the dispute will be documented in writing and referred to the relevant Head of Department/Executive Director/Chief (or their delegate), who will attempt to resolve it.
- (c) If the dispute is not resolved as outlined in **clause 11 (b)** above within ten (10) weekdays of being raised with the relevant Head of Department/ Executive Director/ Chief (or their delegate) and the dispute relates to a matter arising under this Agreement or relating to the National Employment Standards, any party to the dispute may refer it to Fair Work.
- (d) Fair Work may deal with the dispute in two (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.
- (e) 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*.
- (f) The period for resolving a dispute may be extended by agreement between the parties.
- (g) At all stages of the procedure set out above, either party may appoint or be accompanied by a representative of their choice.
- (h) 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.

12 RIGHT TO DISCONNECT

- (a) **Clause 12** provides for the exercise of an Employee's right to disconnect and that an Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the *Fair Work Act 2009* (FWA).
- (b) Unless it is deemed unreasonable to do so, as defined by section 333M of the *Fair Work Act*, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) their Employer outside of the Employee's working hours; or

- (ii) a third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.
- (c) **Clause 12 (a) and (b)** does not prevent St John from requiring an Employee to monitor, read or respond to contact, or attempted contact, outside of the Employee's working hours where:
 - (i) the Employee is being paid the On-Call Roster Allowance under **clause 34.23**; and
 - (ii) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call or the stand-by.
- (d) **Clause 12 (a) and (b)** does not prevent an Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:
 - (i) an unscheduled roster change;
 - (ii) a recall to work (including an Immediate Call Back (ICB)); and
 - (iii) offers of overtime or additional shifts.
- (e) Disputes about whether a request is reasonable, or any other matter about the operation of this **Clause 12**, can be managed in accordance with **Clause 11** of this Agreement.

13 UNION RELATED MATTERS

13.1 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 13.1 (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.

13.2 Right of Representation

- (a) A Workplace Delegate may represent the industrial interest of Eligible Employees who wish to be represented by a Workplace Delegate in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act* or is assisting the delegate's organisation with enterprise bargaining; and

- (vi) any process or procedure within the Enterprise Agreement or St John's policies under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

13.3 Entitlement to Reasonable Communication

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under **clause 13.2**. This includes discussing membership of the Delegate's Organisation and representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees during working hours, work breaks, and before and after work.

13.4 Entitlement to Reasonable Access to the Workplace and Workplace Facilities

- (a) St John will provide Workplace Delegates with access to and/or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by St John to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) St John is not required to provide access to or use of a workplace facility under **clause 13.4 (a)** if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) St John does not have access to the facility and is unable to obtain access after taking reasonable steps.

13.5 Entitlement to Reasonable Access to Training

- (a) St John will provide a Workplace Delegate with access to up to five (5) days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:
 - (i) in each year commencing 1 July, St John is not required to provide access to paid time for training to more than one workplace delegate per fifty (50) Eligible Employees.
 - (ii) the number of Employees will be determined on the day a delegate requests paid time to attend training, as the number of Eligible Employees who are:
 - A. full-time or part-time Employees; or
 - B. regular and systematic casual Employees.

- (iii) payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (iv) the Workplace Delegate must give the Employer not less than five (5) weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (v) if requested by St John, the Workplace Delegate must provide the Employer with an outline of the training content.
- (vi) St John must advise the Workplace Delegate not less than two (2) weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vii) the Workplace Delegate must, within seven (7) days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

13.6 Exercise of Entitlements

- (a) A Workplace Delegates entitlements under **clause 13** are subject to the conditions that, when exercising their entitlements, they:
 - (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of St John;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.
- (b) **Clauses 13.3 – 13.4** does not require St John to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
- (c) **Clause 13** does not require an Eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.

14 EMPLOYEE BEHAVIOURS AND DISCIPLINARY MATTERS

14.1 General

- (a) All Employees are expected to be committed to a safe, supportive, and respectful workplace free from Bullying, Harassment, Discrimination, Victimisation, or any form of disrespectful, discourteous, or intolerant behaviour.
- (b) Each Employee has a responsibility to take ownership of their own behaviours within the workplace, or whilst representing St John, contribute to a culture of mutual respect and collaboration. Failure to adhere to these principles may lead to disciplinary action through a misconduct (or serious misconduct) or a performance pathway.

- (c) St John recognises the distinction between performance issues and misconduct. Performance management processes are focused on supporting and developing Employees to meet required standards, while misconduct processes address behaviours that contravene expected standards of conduct.

14.2 Performance Management

- (a) A performance concern is where an Employee fails to meet an expected performance standard. Performance concerns can be related to technical skills, interpersonal skills, or a person's attitude at work. The performance standards expected of all Employees will depend on the role. Work duties and standards arise from several sources. For example:
 - (i) position description;
 - (ii) policies, and procedures (including clinical guidelines);
 - (iii) the Agreements;
 - (iv) contract of employment;
 - (v) reasonable and lawful directions; and
 - (vi) other sources.
- (b) These standards may reasonably change over time. All Employees are expected to demonstrate due care in the performance of their duties, to the standard expected of them. Serious failures to apply due care and skill to your role may amount to misconduct.

14.3 Preventing Underperformance

- (a) To help prevent underperformance, St John should:
 - (i) list behavioural and outcome expectations in position descriptions;
 - (ii) address any issues as soon as soon as reasonably practicable once St John becomes aware of a performance matter;
 - (iii) have regular performance reviews to outline expectations from the beginning; and
 - (iv) encourage Employees to talk to a manager or department manager if they have any questions or concerns.
- (b) St John does not need to issue a warning before ending an Employees employment, but St John agrees that Employees should generally be provided with a chance to fix and performance issues.

14.4 Misconduct

- (a) Misconduct is a breach of conduct requirements, or behavioural standards required by St John. Misconduct may be a one-off incident, or a repeated pattern of behaviour. Examples include, but are not limited to:
 - (i) Failing to comply with the Code of Conduct or other workplace policies, standards, processes or guidelines;
 - (ii) Failing to follow a lawful and reasonable direction;
 - (iii) Failing to disclose information to St John that may impact Employees capacity to perform the inherent requirements of their role;
 - (iv) Using abusive or offensive language in the workplace;

- (v) Intentionally or recklessly misusing or damaging St John WA resources, services or property; or
- (vi) Failing to exercise due care in the performance of your role to the expected standard.

14.5 Serious Misconduct

- (a) Serious misconduct involves an Employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include, but are not limited to:
 - (i) causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their Employer's business,
 - (ii) theft;
 - (iii) fraud;
 - (iv) assault;
 - (v) sexual harassment; or
 - (vi) refusing to carry out a lawful and reasonable instruction that is part of the job.

SECTION 2: CLASSIFICATIONS

15 SECONDMENTS

- (a) Seconded Employees may work modified rosters of an average of forty-two (42) hours per week as determined by St John. The modified rosters will be confirmed and offered at the commencement of recruitment for the secondment engagement.
- (b) The secondment period will be determined by St John in accordance with operational requirements and may be up to two (2) years (104 weeks) in duration, except for Community Paramedic secondments, which shall be two (2) years in duration, with the option of extending the secondment one (1) year and another subsequent one (1) year, by mutual agreement between St John and the Employee.
- (c) The secondment period will be included in the advertisement for the position.
- (d) The provisions of this clause do not apply to **clause 22 – Contract Paramedics**.

16 COMMUNITY PARAMEDIC

16.1 General

- (a) Employees appointed as a Community Paramedic are required to support the assigned sub-centre(s) outside the Perth metropolitan area to maintain and enhance current operations as well as maximise the community's involvement in the provision of ambulance services.
- (b) The parties recognise that back-to-back coverage in all non-metropolitan areas has benefits to St John, Employees, and the community.
- (c) In reaching the goal of back-to-back coverage in all non-metropolitan areas, the parties agree on the following principles:
 - (i) Consultation via the Joint Consultative Committee (JCC); and
 - (ii) Prioritizing locations in the rollout dependant on factors including (but not limited to):
 - A. contractual funding and arrangements;
 - B. call volume;
 - C. population; and
 - D. current resourcing.
- (d) St John will report back to the JCC within three (3) months of this Agreement being approved with a comprehensive list of all Community Paramedic locations, sorted based on call volume, current population and resourcing. This list will be used to prioritise back-to-back rollout to the locations with greatest need.
- (e) During the term of this Agreement, St John will make all reasonable efforts to convert the top three (3) priority locations to a back-to-back model.
- (f) St John will report back on the roll out of back-to-back coverage of Community Paramedics at each JCC.

16.2 Appointment

- (a) An appointment to a Community Paramedic position will be in accordance with **clause 15** of this Agreement.

- (b) A Community Paramedic may be appointed as a solo Community Paramedic who will work hours set in accordance with **clause 16.3**; or a back-to-back Community Paramedic who will work a specified roster:
 - (i) four (4) days on, four (4) days off roster as per **Clause 16.4**; or
 - (ii) eight (8) days on, six (6) days off roster as per **Clause 16.5**.
- (c) The appointment of a back-to-back Community Paramedic or a solo Community Paramedic and the roster pattern will be solely at St John's discretion.
- (d) Should the Employee be in receipt of the On-Call Allowance during their tenure as a Community Paramedic, it shall be paid at the Community Paramedic On-Call Allowance rate as specified in **Appendix 2**, irrespective of the Employees substantive position.
- (e) Community Paramedics shall be paid a weekly Community Paramedic Location Allowance applicable to the location they are working (as per **Appendix 2**).

16.3 Solo Community Paramedic – Roster

- (a) An Employee will work an average of forty-two (42) hours per week.
- (b) Employees will work under the following flexible rostering arrangements:
 - (i) nominal spread of hours will be between 0600 and 1800;
 - (ii) the actual hours of duty will vary to suit the requirements of the location;
 - (iii) the actual hours and the spread of hours will be determined in consultation with, and the approval of, the line manager.
- (c) The Community Paramedic Allowance as set out in **Appendix 2** includes all hours spent on standby and six (6) hours per week for overtime. This allowance is paid in lieu of the On-Call Allowance.
- (d) Additional overtime hours worked above those set out in **clause 16.3 (a)** above shall be paid at the overtime rates as per **clause 29.1 (a)**, or may be accrued towards time off in lieu, in line with **clause 40.20**.

16.4 Back-to-Back Community Paramedic – 4x4 Roster

- (a) Employees will work an average of forty-two (42) hours per week.
- (b) Employees will work a roster of four (4) days on, followed by four (4) days off.
- (c) Employees will work under the following flexible rostering arrangements:
 - (i) nominal spread of hours will be between 0600 and 1800;
 - (ii) the actual hours of duty will vary to suit the requirements of the location;
 - (iii) the actual hours and the spread of hours will be determined in consultation with, and the approval of, the line manager.
- (d) The Community Paramedic Allowance is not payable for Employees engaged on this roster.
- (e) A Community Paramedic engaged on this roster, will be required to be on call, for all hours outside of their working hours as outlined in **clause 16.4 (c) (i)** for their days on period, and will be paid the On Call Allowance as outlined in **Appendix 2**.
- (f) Additional overtime hours worked above those set out in **clause 16.4 (a)** above, shall be paid at the overtime rates as per **clause 29.1 (a)**, or may be accrued towards time off in lieu, in line with **clause 40.18**.

16.5 Back to Back Community Paramedic – 8&6 Roster

- (a) Employees will work an average of forty-two (42) hours per week.
- (b) Employees will work a roster of eight (8) days on, followed by six (6) days off.
- (c) Employees will work ten and a half (10.5) hours per day.
- (d) Employees will work under the following flexible rostering arrangements;
 - (i) nominal spread of hours will be between 0600 to 1800;
 - (ii) the actual hours of duty will vary to suit the requirements of the location;
 - (iii) the actual hours and the spread of hours will be determined in consultation with, and the approval of, the line manager.
- (e) The Community Paramedic Allowance is not payable to Employees engaged on this roster.
- (f) A Community Paramedic engaged on this roster, will be required to be on call, for all hours outside of their working hours as outlined in **clause 16.5 (c)** for their days on period, and will be paid the On Call Allowance as outlined in **Appendix 2**.
- (g) An Employee on this roster shall be engaged on a:
 - (i) fly in, fly out basis - where St John will provide the Employee with flights to and from their usual place of residence to the work location; or
 - (ii) drive in, drive out basis - where the Employee will drive their own vehicle to and from their usual place of residence and their work location. For clarity, the Travel Allowance in **clause 35.1** shall not apply to Employees engaged under this arrangement.
 - (iii) residential basis – where the Employee shall reside in the same location as their place of work, there shall be no travel provided.
- (h) Additional overtime hours worked above those set out in **clause 16.5 (a)** above, shall be paid at the overtime rates as per **clause 29.1 (a)**, or may be accrued towards time off in lieu, in line with **clause 40.18**.

16.6 Housing and Utilities

- (a) A Community Paramedic on a secondment will be provided housing and reasonable utilities by St John if they cannot reasonably return to their usual place of residence at the cessation of each shift.
- (b) St John agrees to cover reasonable costs of utility expenses (i.e., electricity, water and gas) incurred by Employees during their tenure in the secondment and in housing provided by St John, provided that such expenses are deemed reasonable.

16.7 Maintenance of Clinical Skills

- (a) To maintain currency of practical clinical skills, a permanent or seconded Community Paramedic will be required to perform a minimum of forty-eight (48) hours per year of skills maintenance.
- (b) Permanent or seconded Community Paramedics will have the opportunity to identify specific areas that need to be refreshed or practiced to support them to maintain their practical skills at an optimum level. Permanent or seconded Community Paramedics will be required to provide a skills maintenance plan to their line manager each year, which is subject to approval by St John. This can include the following activities:

- (i) on road shifts, as part of a normal crew with a paramedic, to ensure relevant skills are maintained; and
 - (ii) review of specific skills or procedures in Clinical Education.
- (c) Skills maintenance activities may be scheduled at a metropolitan location either immediately prior or after a Continuing Education Program (CEP) or an alternate time subject to approval by St John. On road shifts may be worked at a career country ambulance Hybrid Location in their District if the time and location is determined to be suitable by St John.

16.8 Rate of Pay / Allowances

- (a) Employees will be paid in accordance with **Appendix 1 - Rates of Pay** of this Agreement.
- (b) Solo Community Paramedics are entitled to the Community Paramedic Allowance and other relevant allowances, where applicable, as set out in **Appendix 2**:
- (c) Back-to-back Community Paramedics are entitled to the relevant allowances, where applicable, as set out in **Appendix 2**.

17 COUNTRY STATION OFFICER

- (a) The Station Officer 3 (SO3) rate of pay in **Appendix 1 – Rates of Pay** in this Agreement shall apply to all permanent, seconded and relief Station Officers in a country location.
- (b) A Country Station Officer shall not be appointed to a permanent or seconded Station Officer 3 (SO3) unless they have reached the Ambulance Paramedic 2 (AP2) classification.

18 CRITICAL CARE PARAMEDIC (CCP)

18.1 Appointment

- (a) Critical Care Paramedic appointments will be subject to the Employee continuing to maintain the minimum requirements of the role.
- (b) For the purposes of **clause 18**, references to a Critical Care Paramedic (CCP) shall be taken to include Aircrew Clinician Leads.
- (c) If an Employee is appointed as a Critical Care Paramedic, the Employee:
 - (i) will be paid as a Critical Care Paramedic, as set out in **Appendix 1 – Rates of Pay**;
 - (ii) is expected to tutor and assess other Employees as required by St John;
 - (iii) will be paid the Helicopter Flight Allowance in accordance with **clause 35.7** of this Agreement;
 - (iv) shall be entitled to be paid the On Road Tutor Allowance in accordance with **clause 35.5** of this Agreement when tutoring a Student Ambulance Officer, Paramedic Intern, CCP Intern or another classification as requested by St John;
 - (v) St John will ensure eligible Critical Care Paramedics receive active operational duty on the helicopter for a minimum of eight (8) weeks, three

(3) times per year. CCPs who aren't eligible for active operational duty on the helicopter are:

- A. CCP who have been employed less than 1 year in the role; and
- B. CCPs who are on extended leave.

(vi) Shall be offered overtime in line with the CCP Overtime matrix, as amended from time to time, as agreed with the Employee and St John.

18.2 CCP Shift Commencement Checks

- (a) St John expects CCPs to commence work at their rostered start time and does not encourage or ask CCPs to be at work prior to their rostered start time.
- (b) St John does not require or expect a crew to deploy for a job until they have carried out a full equipment check.
- (c) St John acknowledges there are instances where CCP crews voluntarily arrive for work early and accept and deploy for a call before the commencement of their shift or within the first fifteen (15) minutes of their shift commencing.
- (d) A CCP crew who accepts and deploys for any call in accordance within will be taken as having completed a full equipment check and St John will pay an allowance equivalent to fifteen (15) minutes at 200% of the CCPs base hourly rate as specified in **Appendix 1 – Rates of Pay**.
- (e) Where a CCP crew deploys under **clause 18.2 (c)**, the CCP crew will be given sufficient time at the completion of that call to conduct a full equipment check to ensure capability for the remainder of the shift.
- (f) In the event of the introduction of operational changes which reduce or remove the requirements to perform equipment checks (e.g. the introduction of drug bags sealed / pre-checked ambulances) St John may issue a direction to relevant team members that work is not to start until the rostered start time. If this occurs, the above payments will not be made while the direction is in effect.
- (g) Where a CCP crew has deployed pursuant to **clause 18.2 (c)**, St John will confirm on request that the CCPs have acted in a clinically appropriate manner by responding to the call.
- (h) The provisions of **clause 18.2** apply to all CCPs, including CCP Interns.

18.3 Allocated Positions - CCP

- (a) CCP who rescind their role as a CCP to return to an Ambulance Paramedic position;
 - (i) Will return to their shift type if they held an Allocated Position prior to appointment to a CCP role;
 - (ii) Will be eligible to retain the same shift type (224 Roster or 4X4 Roster) if they had been offered an Allocated Position throughout their tenure as a CCP; and
 - (iii) Will be based within a district as advised by St John.
- (b) A CCP Intern shall not have time out of their Allocated Position counted whilst they go through their internship. For clarity, once the Employee has successfully completed their internship, time out of their allocated position shall be counted, whether they are a permanent CCP or seconded.

- (c) In the instance that a new CCP base is established, a permanent CCP may make a preferred position request for the new location in line with **clause 31**.

18.4 CCPs Working in Country Locations

- (a) Critical Care Paramedics appointed to a country location will receive allowances in accordance with **clause 35**.
- (b) An appointment at a country location will be determined by St John and will be categorised as either:
 - (i) permanent – if the Employee is appointed to a country location on an ongoing basis, subject to St John holding the contract to provide Critical Care Services at that country location; or
 - (ii) secondment; or
 - (iii) relief.
- (c) In the event that St John no longer provides Critical Care Services at a particular country location, the allocated CCP will return to a CCP position in the Metropolitan Region.

18.5 Critical Care Roster

- (a) The roster will be determined by consideration of the demand of the Critical Care Paramedic service requirements as determined by St John. The available roster patterns are:
 - (i) a 224 Roster in accordance with **clause 23.2**.
 - (ii) a 4x4 Roster in accordance with **clause 23.7**.
 - (iii) the roster on the helicopter may be varied at each base to coincide with the flight crew roster.
 - (iv) CCPs may be required to work modified rosters of an average of 42 hours per week, as determined by St John to meet operational requirements.
- (b) Rostering arrangements at a base or location will be determined by St John after consultation with the CCPs at that base or location and (if requested by the Employees) the CCPs representative and in accordance with **clause 10** of this Agreement.
- (c) CCPs working at each location will be required to follow the determined shift pattern at that base or location.

18.6 Crew Formation

- (a) An on-road CCP crew shall be made up of a CCP and CCP, or a CCP and CCP Intern.
- (b) A CCP assigned to the helicopter shall be crewed as per the applicable external contract allows, this includes a CCP/CCP crewing; or CCP/CCP Intern crewing.

18.7 Life Insurance Assistance

- (a) In recognition of the constraints a CCP may face when obtaining a personal life insurance policy due to the high-risk nature of the role a CCP performs, a CCP (including CCP Intern) shall receive an annual flat allowance at the rate specified under **clause 18.7 (b)**.
- (b) The allowance shall increase over the life of the Agreement as per the below table:

Date	Increase	Rate
Upon Agreement Commencement (or first full pay period thereafter)	N/A	\$500.00
1 July 2025 (or first full pay period thereafter)	5%	\$525.00
1 July 2026 (or first full pay period thereafter)	4%	\$546.00

19 PARAMEDIC SPECIAL OPERATIONS (PSO)

19.1 General

- (a) This clause applies to Employees who are appointed as a Paramedic – Special Operations (PSO).
- (b) PSO means a Registered Paramedic who meets the following criteria:
 - (i) has successfully completed and maintains the minimum training requirements as described by St John; and
 - (ii) has been appointed as a designated PSO by St John.

19.2 Appointment

- (a) If an Employee is appointed as a PSO, the Employee:
 - (i) will be paid as a Paramedic Special Operations, as set out in **Appendix 1 – Rates of Pay**;
 - (ii) is expected to tutor and assess other Employees as required by St John;
 - (iii) will be paid the Special Operations Allowance as set out in **clause 35.8** of this Agreement;
 - (iv) shall be paid the Deployment Allowance as outlined in **clause 35.9**;
 - (v) shall be paid the Camping Without Facilities Allowance per night as outlined in **clause 35.10**; and
 - (vi) is not entitled to and shall not be paid the On Road Tutor Allowance set out in **clause 35.5** of this agreement unless tutoring a Student Ambulance Officer or Paramedic Intern.

19.3 Crew Formation

- (a) A PSO crew shall be made up of a PSO and PSO, however a PSO may be rostered as a Single Operator and crewed with an Employee of an external agency if required.
- (b) For the purposes of **clause 19.3 (a)**, an external agency may include (but is not limited to) a Hazard Management Agency (HMA).

19.4 Allocated Position - PSO

- (a) A PSO shall be entitled to retain their Allocated Position until the end of this Enterprise Agreements term, or until employed in a permanent capacity as an PSO, whichever comes first.

19.5 Roster

- (a) A PSO may be required to work a modified roster when deployed to respond to an incident. Any modified roster will be determined by St John based on the response requirements and will be communicated to the Employee.
- (b) An Employee required to work a modified roster due to being deployed as a PSO will not receive less than the rate of pay they would have received if they had been performing their standard roster as per **clause 23.1 (c)**. Any Employee working a modified roster will not receive less entitlements than those outlined in this Agreement.

19.6 Maintenance of Skill and Training

- (a) PSOs will be required to maintain their currency of skill on an annual basis as determined by St John.
- (b) Employees recognise the need to maintain ongoing professional development and training to maintain their professional competencies as a PSO and that this is a shared responsibility between St John and the Employee.

St John will schedule training during normal rostered hours where operationally possible, however this will not always be possible due to the nature of training undertaken.

19.7 Life Insurance Assistance

- (a) In recognition of the constraints a PSO may face when obtaining a personal life insurance policy due to the high-risk nature of the role a PSO performs, a PSO shall receive an annual flat allowance at the rate specified under **clause 19.7 (b)**.
- (b) The allowance shall increase over the life of the Agreement as per below:

Date	Increase	Rate
Upon Agreement Commencement (or first full pay period thereafter)	N/A	\$500.00
1 July 2025 (or first full pay period thereafter)	5%	\$525.00
1 July 2026 (or first full pay period thereafter)	4%	\$546.00

20 EXTENDED CARE PARAMEDICS (ECP)

20.1 General

- (a) This clause applies to Employees who are appointed as an Extended Care Paramedic (ECP).
- (b) ECP means a Registered Paramedic who meets the following criteria:
 - (i) has successfully completed and maintains the minimum training requirements as described by St John; and
 - (ii) has been appointed as a designated ECP by St John.

20.2 Appointment

- (a) ECP appointments will be subject to the Employee continuing to maintain the minimum requirements of the role.
- (b) If an Employee is appointed as an ECP, the Employee:
 - (i) shall be paid as an Extended Care Paramedic, as set out in **Appendix 1 – Rates of Pay**;
 - (ii) is expected to tutor and assess other Employees as required by St John;
 - (iii) is not entitled to and shall not be paid the On Road Tutor Allowance set out in **clause 35.5** of this Agreement unless tutoring a Student Ambulance Officer or Paramedic Intern.

20.3 Allocated Position – ECP

- (a) An ECP shall be entitled to retain their Allocated Position until the end of this Enterprise Agreements term, or until employed in a permanent capacity as an ECP, whichever comes first.
- (b) An ECP Intern shall not have time out of their Allocated Position counted whilst they complete their internship.

20.4 ECP – Country

- (a) Any appointment to a country location will be by agreement between both parties.
- (b) Any appointment to a country location will require a minimum of four (4) weeks' notice unless by agreement between parties.
- (c) Extended Care Paramedics appointed to a country location will receive relevant allowances in accordance with **clause 35**.
- (d) An appointment at a country location will be determined by St John and will be categorised as either:
 - (i) permanent - if the Employee is appointed to a country location on an ongoing basis, subject to St John holding the contract to provide Extended Care Paramedic services at that country location; or
 - (ii) secondment; or
 - (iii) relief.
- (e) In the event that St John no longer provides Extended Care Paramedic services at that country location, they will return to their Primary Position in the Metropolitan Region.

20.5 Roster

- (a) The roster will be determined by consideration of the demand of the Extended Care Paramedic service requirements as determined by St John. The available roster patterns are:
 - (i) a 224 Roster in accordance with **clause 23.2**;
 - (ii) a 4x4 Roster in accordance with **clause 23.7**;
 - (iii) Employees may be required to work modified rosters of an average of forty-two (42) hours per week, as determined by St John to meet operational requirements.

- (b) Rostering arrangements at a base or location will be determined by St John after consultation with the Employees at that location and (if requested by the Employees) the Employees' representative and in accordance with **clause 10** of this Agreement.
- (c) Employees working at each location will be required to follow the determined shift pattern at that base or location.

20.6 Maintenance of Skill and Training

- (a) ECP's will be required to maintain their currency of skill on an annual basis as determined by St John.
- (b) Employees recognise the need to maintain ongoing professional development and training to maintain their professional competencies as a ECP and that this is a shared responsibility between St John and the Employee.

St John will schedule training during normal rostered hours where operationally possible, however this will not always be possible due to the nature of training undertaken.

21 CLINICAL EDUCATION

21.1 Clinical Education Trainer

- (a) An Employee seconded to the role of a Clinical Education Trainer shall receive an uplift of 5% applied to the total weekly rate of their substantive position, as per **Appendix 1 – Rates of Pay**.
- (b) Any Employee engaged in the role of Clinical Education Trainer at the time the Agreement becomes operational shall not be entitled to the uplift described in **clause 21.1 (a)**, rather they shall receive the grandfathered rate as outlined in **Appendix 1 – Rates of Pay**.

21.2 Clinical Education Training Coordinator

- (a) An Employee seconded to the role of a Clinical Education Training Coordinator shall receive an uplift of 7% applied to the total weekly rate of their substantive position, as per **Appendix 1 – Rates of Pay**.
- (b) Any Employee engaged in the role of Clinical Education Training Coordinator, at the time the Agreement becomes operational shall not be entitled to the uplift described in **clause 21.2 (a)**, rather they shall receive the grandfathered rate as outlined in **Appendix 1 – Rates of Pay**.

22 CONTRACT PARAMEDICS

- (a) St John may employ Registered Paramedics who are not qualified as a St John Ambulance Officer, Paramedic Intern or Ambulance Paramedic to work as a Contract Paramedic in roles not covered by this Agreement. The Contract Paramedic will provide services to third parties such as industrial site and special event operators under a commercial agreement. The terms and conditions for a Contract Paramedic are not covered by this Agreement. A Contract Paramedic who is not currently employed as an Ambulance Officer, Paramedic Intern or Ambulance Paramedic may only be offered employment in those roles after completing the required training and obtaining the necessary qualifications in accordance with **clause 42.1 (a)** unless the individual can demonstrate on road experience at a recognised jurisdictional

ambulance service of which they were employed by, in these circumstances **clause 42.1 (c)** will apply.

- (b) A St John Ambulance Officer, Paramedic Intern or Ambulance Paramedic may accept an opportunity to work for St John as a Contract Paramedic. Where a St John Ambulance Officer, Paramedic Intern or Ambulance Paramedic is performing work as a Contract Paramedic, their terms and conditions will be specified in a written agreement. The terms and conditions of this Agreement do not cover the work performed as a Contract Paramedic.
- (c) A St John Ambulance Officer, Paramedic Intern or Ambulance Paramedic who accepts a Contract Paramedic role may (where agreed with St John) continue to be rostered as an Ambulance Officer, Paramedic Intern or Ambulance Paramedic in a classification covered by this Agreement. Where an Employee is rostered as an Ambulance Officer, Paramedic Intern or Ambulance Paramedic, the terms and conditions of this Agreement will apply to those shifts.

SECTION 3: HOURS OF WORK AND ROSTERING

23 ROSTERS, SHIFTS AND HOURS OF WORK

23.1 General

- (a) The ordinary hours of work shall be an average of thirty-eight (38) per week plus reasonable additional hours specific to each roster.
- (b) The maximum rostered shift length of rosters will be thirteen (13) hours.
- (c) The types of rosters are:
 - (i) 224 Roster;
 - (ii) 4x4 Roster;
 - (iii) Day, Early, Late and Night (D, E, L, N) Roster; and
 - (iv) other rosters as currently operating in Country Regions.
- (d) For any shift which is worked past midnight (therefore on two (2) days), the day the shift commences will be considered the day worked.
- (e) Rostering arrangements in Country Locations will be determined by St John after consultation with the Employees at that location and (if requested by the Employees) the Employees' representative and in accordance with **clause 10** of this Agreement.
- (f) Any Employee in induction training will be paid the appropriate weekly base rate of pay and will work an average of thirty-eight (38) hours per week.

23.2 224 Roster

- (a) 224 Roster Employees will work an eight (8) day cycle, made up of the following:
 - (i) two (2) consecutive day shifts;
 - (ii) two (2) consecutive night shifts, and
 - (iii) four (4) days off.
- (b) The rostered shift commencement times for permanent 224 vehicles are between:
 - (i) 0700 to 0800 (day shift); and
 - (ii) 1800 to 1900 (night shift).
- (c) Employees with an Allocated Position on a 224 vehicle at the time this Agreement becomes operational may elect to change their start time by agreement between St John and Employees that have an Allocated Position on the 224 vehicle at the same depot.
- (d) The hours worked in a normal eight (8) day cycle are forty-eight (48) in accordance with **clause 23.2 (b)** above.
- (e) The paid hours of work on average in a week are:
 - (i) thirty-eight (38) ordinary hours; and
 - (ii) two (2) hours, to be paid at time and a half; and
 - (iii) two (2) hours, to be compensated as Accrued Days Off.
- (f) The two (2) hours paid at time and a half as set out in **clause 23.2 (e) (ii)** above, will be paid in the following way:

- (i) two (2) hours, which are included in the Employees' Shift Allowance, as set out in **Appendix 1 – Rates of Pay** of this Agreement; and
 - (ii) one (1) hour, paid as a Shift Penalty, as set out in **Appendix 1 – Rates of Pay** of this Agreement.
- (g) To compensate Employees for working two (2) additional hours, as set out in **clause 21.2 (3) (iii)** above, Employees will accrue a total of twelve (12) days (2.4 weeks) in a twelve (12) month period (Accrued Days Off).
- (h) Accrued Days Off will be taken in the following way:
 - (i) ten (10) days (2 weeks) will be taken pro rata as whole days off in conjunction with annual leave; and
 - (ii) the remaining two (2) days (0.4 of a week) is rolled into the base hourly rate of pay as reflected in **Appendix 1 – Rates of Pay** of this Agreement.
- (i) The two (2) weeks per annum of Accrued Days Off will accrue on a daily basis and any balance of hours will be paid to the Employee upon termination.
- (j) If an Employee has taken Accrued Days Off in advance of it being credited to the Employee, and the Employee's employment is terminated, St John may withhold an amount equivalent to the number of hours paid in advance from any final monies owed to the Employee to the extent permitted by law.

23.3 Day, Early, Late, Night (D, E, L, N) Roster

- (a) D, E, L, N Roster Employees will work an eight (8) day cycle, made up of the following:
 - (i) one (1) day shift;
 - (ii) one (1) early shift;
 - (iii) one (1) late shift;
 - (iv) one (1) night shift; and
 - (v) four (4) days off.
- (b) The rostered shift times for permanent D, E, L, N Roster vehicles at the time this Agreement is operational is:
 - (i) 0700 hours to 1900 hours for a day shift;
 - (ii) 0800 hours to 2000 hours for an early shift;
 - (iii) 1000 hours to 2200 hours for a late shift; and
 - (iv) 1900 hours to 0700 hours for a night shift.
- (c) The hours worked in a normal eight (8) day cycle are forty-eight (48) in accordance with **clause 23.3 (b)** above.
- (d) The paid hours of work on average in a week are:
 - (i) thirty-eight (38) ordinary hours; and
 - (ii) two (2) hours, to be paid at time and a half; and
 - (iii) two (2) hours, to be compensated as Accrued Days Off.
- (e) The two (2) hours paid at time and a half as set out in **clause 23.3 (d) (ii)** above, will be paid in the following way:

- (i) two (2) hours, which are included in the Employees' Shift Allowance, as set out in **Appendix 1 – Rates of Pay** of this Agreement; and
 - (ii) one (1) hour, paid as a Shift Penalty, as set out in **Appendix 1 – Rates of Pay** of this Agreement.
- (f) To compensate Employees for working two (2) additional hours, as set out in **clause 23.3 (d) (iii)** above, Employees will accrue a total of twelve (12) days (2.4 weeks) in a twelve (12) month period (Accrued Days Off).
- (g) Accrued Days Off will be taken in the following way:
 - (i) ten (10) days (2 weeks) will be taken pro rata as whole days off in conjunction with annual leave; and
 - (ii) the remaining two (2) days (0.4 of a week) is rolled into the base hourly rate of pay as reflected in **Appendix 1 – Rates of Pay** of this Agreement.
- (h) The two (2) weeks per annum of Accrued Days Off will accrue on a daily basis and any balance of hours will be paid to the Employee upon termination.
 - (i) If an Employee has taken Accrued Days Off in advance of it being credited to the Employee, and the Employee's employment is terminated, St John may withhold an amount equivalent to the number of hours paid in advance from any final monies owed to the Employee to the extent permitted by law.

23.4 Metropolitan Roster – General

- (a) **Clauses 23.4 to 23.7** apply only to Employees working in the Metropolitan region.
- (b) Employees shall not be rostered or deployed to a country station for work, unless agreed between the Employee and St John.
- (c) Employees will be assigned a Home Station, in accordance with their place of residence.
- (d) St John may direct an Employee with a Permanent Shift to work on a different shift or roster, subject to the Employee not working more than two (2) consecutive night shifts and late shifts.
- (e) Should an Employee's employment terminate with any outstanding imbalance of hours, St John will pay any outstanding hours, and any hours owed will be deducted from final monies owed to the Employee, to the extent permitted by law.
- (f) No Employee will suffer a reduction in pay due to a temporary shift movement from a 224 Roster to a 4x4 Roster or other roster as determined by St John, notwithstanding that less than normal hours may be worked, however, an Employee will not be entitled to receive the nightshift payment set out in **clause 34.3** during any period when an Employee is performing work on a 4x4 Roster, whether temporarily or on a permanent basis.
- (g) Employees may be allocated a position on a vehicle on a 224 Roster or on the 4x4 Roster by making a Preferred Position Request, as set out in **clause 31** of this Agreement.
- (h) Employees with Allocated Positions are able to apply to relinquish their Allocated Positions and become rotating officers. Applications must be submitted to Rosters for approval and, if approved, will be effective after the completion of the next full roster period. Applications will not be unreasonably refused.

23.5 Metropolitan Roster - 224 Roster

- (a) An Employee working a 224 Roster will work on any of the following shifts:
 - (i) Black Shift;
 - (ii) Blue Shift;
 - (iii) Red Shift; or
 - (iv) Green Shift.
- (b) The following Employees will be assigned a shift, as referred to in **clause 23.5 (a)** above (Permanent Shift):
 - (i) Paramedics and Paramedic Interns who are employed holding paramedic qualifications and who have completed their probationary and mentoring period with St John; and
 - (ii) Student Ambulance Officers and Ambulance Officers who have completed their probationary and mentoring period with St John.
- (c) Permanent Shifts will be assigned prior to the completion of the next full roster period.
- (d) A Permanent Shift may be changed in the following ways:
 - (i) by agreement with St John, and the Employee giving St John's Roster department a written request; or
 - (ii) by the Employee being allocated a position on another shift, as set out in **clause 31** of this Agreement; or
 - (iii) by promotion to Station Officer and above, where St John will determine the shift as operationally required; or
 - (iv) as operationally required where the classification of the position is Student Ambulance Officer, Ambulance Officer or Paramedic Intern.

23.6 Metropolitan Roster - Day, Early, Late, Night (D, E, L, N)

- (a) An Employee working a D, E, L, N Roster will work on any of the following shifts:
 - (i) Red 1 Shift;
 - (ii) Red 2 Shift;
 - (iii) Blue 1 Shift;
 - (iv) Blue 2 Shift;
 - (v) Green 1 Shift;
 - (vi) Green 2Shift;
 - (vii) Black 1 Shift; or
 - (viii) Black 2 Shift.
- (b) The following Employees will be assigned a shift, as referred to in **clause 23.6 (a)** above (Permanent Shift):
 - (i) Paramedics and Paramedic Interns who are employed holding paramedic qualifications and who have completed their probationary and mentoring period with St John; and

- (ii) Student Ambulance Officers and Ambulance Officers who have completed their probationary and mentoring period with St John.
- (c) Permanent Shifts will be assigned prior to the completion of the next full roster period.
- (d) Employees on a D, E, L, N Roster will receive all entitlements, including annual leave, superannuation and fortnightly wages, equal to a 224 Roster Employee, with the exception of the nightshift payment provided for in **clause 34.3**, which is only payable on the night shift worked (4th shift in the roster).
- (e) A Permanent Shift may be changed in the following ways:
 - (i) by agreement with St John, and the Employee giving St John's Roster department a written request; or
 - (ii) by the Employee being allocated a position on another shift, as set out in **clause 30** of this Agreement; or
 - (iii) by promotion to Station Officer and above, where St John will determine the shift as operationally required; or
 - (iv) as operationally required where the classification of the position is Student Ambulance Officer, Ambulance Officer or Paramedic Intern.
- (f) The D, E, L, N roster shall be implemented on a trial basis for the life of this Agreement.

23.7 Metropolitan Roster - 4x4 Roster

- (a) Employees on a 4x4 Roster will work eight (8) day cycles in the following pattern:
 - (i) four (4) consecutive shifts, and
 - (ii) four (4) days off.
- (b) An Employee will be rostered to work two (2) Early Shifts followed by two (2) Late Shifts.
- (c) Late Shifts will be shifts with start times that are later than the commencement time of the Employee's previously worked Early Shift.
- (d) All shift lengths for 4x4 vehicles will be twelve (12) hours' duration.
- (e) Employees with an Allocated Position on a 4x4 vehicle prior to the commencement of this Agreement will retain the following shift times, unless agreed between St John and the Employee:
 - (i) commence on or after 0630; and
 - (ii) finish on or before midnight.
- (f) Employees that hold an Allocated Position on a 4x4 vehicle at the time this Agreement becomes operational may elect to change their span of hours by agreement between St John and all Employees that hold the Allocated Position on the same vehicle at the same depot. The span of hours will be 0600 to 2400.
- (g) All 4x4 vehicles will have a span of hours from 0600 to 2400.
- (h) Employees on a 4x4 Roster will receive all entitlements, including annual leave, superannuation and fortnightly wages, equal to a 224 Roster Employee, with the exception of the nightshift payment provided for in **clause 34.3**, which is not payable to any Employee performing work on the 4x4 Roster.

- (i) Subject to this clause, St John may determine the roster, hours, and the allocation of positions for any 4x4 Roster.

24 PART-TIME

- (a) A part-time Employee means an Employee who is engaged to regularly work less than full-time ordinary hours.
- (b) Subject to legislative requirements, St John may offer part-time positions to any classification as operationally required.
- (c) St John will provide part-time Employees with written confirmation of a regular pattern of work, specifying the following:
 - (i) the hours worked each day;
 - (ii) which days of the week the Employee will work; and
 - (iii) the actual starting and finishing times each day.
- (d) A part-time Employee shall receive payment for wages, annual leave, compassionate leave, personal/carer's leave, parental leave and long service leave on a pro rata basis.
- (e) Part-time Employees will be paid in accordance with the hourly rates of the relevant classification as set out in **Appendix 1 – Rates of Pay** of this Agreement.
- (f) Unless otherwise provided in this Agreement, a part-time Employee shall receive the allowances described in **clause 35** on a pro rata basis.
- (g) The ordinary hours of work for a part-time Employee may vary between a minimum of ten (10) hours and a maximum of seventy-six (76) hours in any fortnight.
- (h) Part-time Employees shall be paid overtime rates of double time as follows:
 - (i) in excess of seventy-six (76) hours per pay fortnight; and
 - (ii) when working Extension Overtime; and
 - (iii) Immediate Call Back overtime.
- (i) If a part-time Employee works additional hours, which is not Extension Overtime or Immediate Call Back overtime, up to seventy-six (76) hours in a fortnight, they will be paid at ordinary time.
- (j) Travel Allowance will be paid in accordance with **clause 35.1** of this Agreement.

25 JOB SHARE

25.1 Job Share - General

- (a) Employee(s) can apply to enter a Job Share arrangement to share one (1) equivalent full-time position at the same classification. Ambulance Officer, Paramedic Intern, Ambulance Paramedic, Critical Care Paramedics and Station Officer positions may be job shared.
- (b) St John will not unreasonably refuse to accommodate an Employee(s) request for Job Share. This will consider:
 - (i) any legislative requirements; and
 - (ii) operational requirements.

- (c) It is recognised that the operational requirements and implications will vary depending on the location. This means that there will be differences between a Metropolitan location and Country locations.
- (d) An Employee applying to work in a Job Share arrangement must arrange their own Job Share partner, subject to the following:
 - (i) St John will support Job Share partner matching by maintaining and making available to all Employees a list of Employees interested in job sharing and their preferred geographic area.
 - (ii) Should an Employee in a permanent country position wish to Job Share, but they are unable to find a partner, St John will support identifying a suitable Job Share partner by advertising the Job Share arrangement.
- (e) If an Employee intends to terminate or vary a Job Share arrangement a written application to St John must be made. The termination or variation of the arrangement will take effect, if approved by St John, within a period of up to twelve (12) weeks from the date the application is received by St John.
- (f) With the approval of St John and at the initiative of an individual Job Share Employee or a Job Share pair, one (1) Job Share Employee, or a Job Share pair may be seconded into other work duties (for example, country relief, Clinical Education secondment, Industrial Paramedic service contract).

25.2 Hours of Work

- (a) The pattern of hours for the Job Share arrangement will be agreed between the Job-Sharing Employees and approved by St John, to ensure full coverage of the ordinary hours of the full-time position. If the Job-Sharing Employees are unable to agree, St John will allocate the individual shift patterns.
- (b) Each Job Share Employee will work a 50% share of one (1) of the following rosters:
 - (i) 224 Roster, in the form of one (1) day shift and one (1) night shift; or
 - (ii) 4x4 Roster, in the form of one (1) early shift and one (1) late shift; or
 - (iii) Any other roster or shift arrangement which St John may offer.
- (c) Each Employee will be paid 50% of the ordinary time earnings and 50% of the relevant allowances (unless otherwise provided in this Agreement) of the full-time equivalent position.

25.3 Overtime

- (a) A Job Share Employee will be paid ordinary time when working any hours in addition to the ordinary Job Share hours up to the full-time hours and will accrue pro-rata leave. A Job Share Employee will be entitled to payment of overtime for all work performed in excess of seventy-six (76) ordinary hours per fortnight.
- (b) Extension overtime worked at the completion of an Employee's rostered shift and Immediate Call Back overtime will be paid at double time.

25.4 Leave

- (a) 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).
- (b) To meet the operational needs, Job Share Employees and St John will plan leave periods in advance to ensure coverage of the ordinary hours of the full-time position.

During such periods of planned leave a Job Share partner may agree to temporarily fill the Job Share position on a full-time basis.

- (c) In the case of an unplanned leave of absence, such as sick leave, a Job Share Employee may agree, at short notice, to backfill their Job Share partner at ordinary time rates of pay.
- (d) Annual leave, long service leave and personal/carer's leave will accrue at a pro-rata rate of the full-time equivalent position.

25.5 Metropolitan Job Share

- (a) If a Metropolitan Employee holds an Allocated Position the following will apply in a Job Share arrangement:
 - (i) only one (1) Allocated Position can be job shared at any one time.
 - (ii) only one (1) Job Share Employee in a pair can hold the Allocated Position and that Allocated Position will remain with the original Employee that holds that Allocated Position.
 - (iii) if an Employee moves out of their Allocated Position to take up a Job Share arrangement in another position, they will accumulate time away from their Allocated Position and **clause 31.2** will apply.
- (b) Any Job Share Employee or pair with an Allocated Position may be rostered away from their Allocated Position for up to a total of sixteen (16) weeks in any calendar year.

25.6 Absence from Job Share Arrangements (Metropolitan)

- (a) If one (1) Job Share Employee is absent from work for less than sixteen (16) weeks for any reason the remaining partner will continue on Job Share pay, conditions, shift and individual roster patterns.
- (b) If an Employee is without a Job Share partner for more than sixteen (16) weeks for any reason:
 - (i) the remaining Employee without a partner may be rostered as a spare officer for a combined time exceeding sixteen (16) weeks in any calendar year, where operationally required; or
 - (ii) St John is able to roster that Employee with another single Job Share Employee on another roster. By agreement an Employee may be rostered on another shift colour; or
 - (iii) the remaining Employee may make a written request to work full time to cover their partner's absence, if approved by St John the additional hours will be paid at ordinary time.
- (c) The period a Job Share Employee is rostered as a spare will not be considered time away from their Allocated Position.

25.7 Cessation of Job Share Arrangement (Metropolitan)

- (a) Subject to **clause 25.6 (b)** should one (1) Job Share Employee end the Job Share arrangement; the remaining Job Share Employee may continue on Job Share pay and conditions until they find another approved Job Share partner. If a replacement partner is not found within eight (8) weeks the remaining Job Share Employee may be rostered with another single Job Share Employee or as a spare on any shift.

25.8 Country Job Share

- (a) If a Country Employee holds a permanent country position the following will apply in a Job Share arrangement:
- (i) only one (1) permanent country position can be job shared at any one (1) time.
 - (ii) only one (1) Job Share Employee in a pair can hold the permanent country position and that permanent country position will remain with the original Employee that holds that permanent country position.
 - (iii) an Employee who holds a permanent country position but is job sharing another permanent country position will be permitted to accumulate up to two years (104 weeks) in any three-year (156 week) period time away from their permanent country position. After two (2) years away from a permanent country position the following would apply:
 - A. if the Job Share arrangement results in the Employee being away from their permanent country position for two (2) years in three (3) years, the Employee will be required to relinquish their permanent country position; or
 - B. the Job Share arrangement would need to end to allow the Employee to return to their permanent country position; or
 - C. a separate Job Share application would need to be made to Job Share their permanent country position.
 - (iv) should one (1) Job Share Employee end the Job Share arrangement a minimum of twelve (12) weeks' notice must be provided unless there is mutual agreement between the other Job Share Employee and St John to provide less notice. The remaining Job Share Employee must return to full time, unless they find another approved Job Share partner within the twelve (12) weeks' notice period.
 - (v) in the event a Job Share arrangement at a country location ends after an Employee has relinquished their permanent country position or Allocated Position, the Employee would be required to be a rotating officer in the Metropolitan Ambulance Service. An Employee would only be able to remain in the country position if there was a vacancy and they were the successful applicant.
- (b) In circumstances where a Job Share partner is appointed from another country location or metropolitan location and needs to relocate due to accepting a Job Share arrangement, the removal expenses reimbursement **clause 35.20**, Seconded Employees Housing in **clause 35.25**, and country travel reimbursement in **clause 35.24 (b)** will not apply.

26 CASUAL

- (a) Only Employees in Paramedic classifications AP1 and above may be employed as a Casual Employee.
- (b) A Casual Employee will receive a 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.

- (c) A Casual Employee engaged to work on a Public Holiday will receive 45% 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.
- (d) A Casual Employee will receive a minimum of three (3) hours per shift at the hourly rate for the applicable classification.
- (e) Superannuation contributions will be made on the ordinary earnings of the Casual Employee, including the casual loading.
- (f) Casual Employees are not entitled to any form of paid leave, redundancy pay or paid public holidays. This clause overrides any inconsistent clause in this Agreement.
- (g) Casual Ambulance Paramedics must complete at least eighty-four (84) hours work per year plus training as part of the Continuing Education Program and on-road training component, appropriate to the needs of each individual.
- (h) Either the Casual Employee or St John may terminate the Employee's employment by giving one (1) hours' notice or other notice as agreed. St John may elect to pay the Employee one (1) hour in lieu of notice.
- (i) Eligible casual Employees (excluding multi-hire Employees) may request conversion to permanency in accordance with the *Fair Work Act*.
- (j) St John will offer eligible Casual Employees (excluding multi-hire) conversion to permanency in accordance with the *Fair Work Act*.

27 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 position, 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 position; 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 between shifts, as per **clause 29.1 (e)**.
- (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.
- (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 25** of this Agreement will apply.
- (h) The multi-hire arrangement is not designed to avoid paying overtime rates in the Employee's primary position.

- (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.

28 CRIB BREAKS

- (a) Employees are entitled to one uninterrupted 30-minute paid crib break on shifts of ten (10) hours or more.
- (b) The crib break will be counted as time worked.
- (c) St John will direct a crib break to be taken:
 - (i) when operationally suitable; and
 - (ii) within the crib break span specified in **clause 28(d)**.
- (d) Should the crib break be interrupted, or the Employee is not provided a complete crib break within a five (5) hour span across the middle of the shift, the Employee may claim a Broken Crib Break Allowance in accordance with **Appendix 2**.
- (e) An Employee shall not be allocated a low acuity priority four (4) job until they have completed a crib break within the crib break span specified in **clause 28(d)**.
- (f) Employees are only entitled to claim one crib break penalty per shift.
- (g) St John may direct Employees to take a crib break to be taken:
 - (i) at the closest St John station; or
 - (ii) where an Employee notifies that they are at a location they would like to take a break (e.g. a café, shopping centre or outdoor location).
- (h) The crib break shall commence upon the Employee arriving at the designated crib break location.
- (i) An Employee who is directed to take a crib break and refuses a crib break will not be entitled to the Broken Crib Break Allowance specified under **clause 28(d)** or a subsequent break.
- (j) For the purposes of introducing and managing crib breaks, St John will develop and implement a crib break process based on the following principles:
 - (i) all Employees should receive and complete a thirty (30) minute break within the crib break span;
 - (ii) operational requirements may impact on the availability of a crib break; and
 - (iii) Employees may be required as part of a process to confirm when they are at a depot or suitable crib break location to assist in crib break management.
- (k) Should an Employee not receive or have their crib break broken over more than one consecutive rostered shift, the Broken Crib Break Allowance shall increase as outlined in **Appendix 2**.
- (l) For the purposes of **clause 28(k)**, a consecutive rostered day does not include overtime shifts and shall be reset to the Day 1 rate by any absence from work (e.g. rostered day off, Personal Leave etc).

29 OVERTIME

29.1 General

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in **clause 23.1** of this Agreement, will be deemed overtime and will be paid at the rate of double time.
- (b) In the calculation of overtime each day shall stand alone.
- (c) An Employee recalled for duty outside normal rostered hours, inclusive of any Immediate Call Backs (ICB's), will be paid at overtime rates for a minimum of three (3) hours.
- (d) An ICB shall either occur when:
 - (i) An Employee is called for a specific job with less than ninety (90) minutes notice, this includes being recalled after an Employee has completed and left their shift. In this instance the minimum break between shifts shall commence upon completion of the specific job; or
 - (ii) An Employee is offered an overtime shift with less than ninety (90) minutes notice of shift commencement time.
- (e) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the Employee will have a minimum break between shifts, as outlined below:
 - (i) Between consecutive 11-hour shifts: 11 hours;
 - (ii) Between consecutive 13-hour shifts: 10 hours; and
 - (iii) Between consecutive 12-hour shifts: 10.5 hours.
- (f) Where an Employee at the direction of St John works overtime where the Employee will not receive the minimum break between shifts, the Employee will:
 - (i) be released from duty until the Employee has had the minimum break between shifts without loss of pay; or
 - (ii) if directed by St John to resume work without the minimum break between shifts be paid at double time until released from duty; and
 - (iii) will be entitled to be absent until the Employee has had the minimum break between shifts without loss of pay.
- (g) **Clause 29.1 (f)** above does not apply to Employees working while on an on-call roster.
- (h) St John commits to implementing a digital rostering system for the allocation of overtime within the life of this Agreement, which will permit Employees to select overtime online, in conjunction with overtime policy rules.

29.2 Reasonable Overtime

- (a) St John may require Employees to work reasonable overtime at applicable overtime rates of pay.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.
- (c) In determining whether the requirement to work overtime hours is unreasonable for the purposes of **clause 29.2 (b)**, the following must be taken into account by the Employee and St John:
 - (i) any risk to the Employee's health and safety from working the overtime;

- (ii) the dispatch priority of the case which will incur overtime;
 - (iii) the availability of other resources which would avoid or minimise the occurrence of overtime;
 - (iv) the Employee's personal circumstances including any family responsibilities;
 - (v) the needs of the organisation to provide pre-hospital care in an emergency setting;
 - (vi) the notice given by the Employee of their unavailability to work overtime and the circumstances referred in **clause 29.2 (c) (iv)**; or
 - (vii) any other relevant matter.
- (d) Notice given in accordance with **clause 29.2 (c) (vi)** should be given to the relevant manager as designated by St John and occur as soon as reasonably practicable and where possible, prior to or at the commencement of the Employee's rostered shift.
- (e) Where an Employee considers a requirement to work overtime hours to be unreasonable, the Employee must as soon as reasonably practicable, advise the relevant manager why the Employee regards the overtime as unreasonable and whether they intend to work the overtime. The discussion must take into account the circumstances set out in **clause 98.2 (c)**.
- (f) The discussion in **clause 29.2 (e)** must not delay the Employee responding to a priority one (1) or priority zero (0) (dual response) (or their equivalent) case.
- (g) Any case determined by St John at the time of dispatch to be reasonable, taking into account the circumstances set out in **clause 29.2 (c)**, which is subsequently:
 - (i) downgraded following attendance and clinical assessment by the responding crew; and
 - (ii) which is ramped on arrival at hospital,requires St John to take reasonable steps to reduce the overtime.
- (h) For the purposes of managing overtime, St John will develop and implement a reasonable overtime operational process based on the following principles:
 - (i) the overriding principle is that Employees should, wherever possible be released at rostered shift end or as soon as practicable following the shift;
 - (ii) Employee may opt into overtime; and
 - (iii) wherever practicable preference will be given to release crews/Employees who have (in order):
 - A. provided notice in accordance with **clause 29.2 (c)(vi)**;
 - B. not opted into overtime; and
 - C. opted into overtime.

29.3 Shift Extensions

- (a) In addition to **clause 29.2 (h)** St John will put in place measures to reduce any extensions of shifts:
 - (i) ensuring Employees are given a mandatory out of service period in the last fifteen (15) minutes of their shift, which may only be broken for a priority zero (0) or priority one (1) job;

- (ii) a crew will not be tasked with an interfacility transfer over 35 kilometres (distance between facilities) within the last 90 minutes of their shift, unless the transfer is a Priority one (1) job;
- (iii) a crew shall be deployed to a hospital as a priority two (2) in order to take over a crew that is ramped at a hospital at the end of their shift, the takeover crew shall only be diverted from the takeover for a priority zero (0) or priority one (1) job;
- (iv) any crew who has been Dynamically Deployed, shall be deemed non-operational for end of their shift, in order to enable them to return to their shift start location by the end of their rostered shift, or as reasonably practicably close to the end of their rostered shift. The only exception for the non-operational period shall be a Priority 0; and
- (v) Employees shall be paid at double time and a half (250%) of their base rate as per **Appendix 1 – Rates of Pay** for all time worked past two (2) hours after their shift cessation. For clarity, this clause shall not apply to ICB's where the Employee is recalled to work as per **clause 29.1 (d) (i)**.

29.4 Roster Changes Before and After the Commencement of Shift

- (a) If an Employee is rostered to work on a particular day, St John may direct the Employee, prior to or after the commencement of work on that day, to work at another Station or roster for the length of their original rostered shift, in accordance with this Agreement. St John will endeavour to make any roster changes during working hours of the shift worked immediately prior, or twenty four (24) hours' notice, whichever is earlier.
- (b) For any location changes St John will as far as practicable provide at least twenty four (24) hours' notice prior to the commencement of the shift. If notice is given at least two (2) hours prior to the commencement of the shift, it is the responsibility of all Employees to report to their designated work location at the commencement of their shift in their own time, by their own means.
- (c) If notification is within two (2) hours or after the commencement of the shift, St John will, if required, provide transport. This is not applicable to Immediate Call Backs.

29.5 Cleaning Time

- (a) St John will allow thirty (30) minutes paid time to each Employee for cleaning and checking of a vehicle prior to commencing special duties or special functions.
- (b) Where necessary, St John will allow reasonable paid time not exceeding fifteen (15) minutes to an Employee for cleaning (including any changing connected therewith) after the Employee returns from a call or other duties.
- (c) St John will arrange for Stations to be professionally cleaned each week. Employees are responsible for maintaining the cleanliness of Stations and Employees will not be allowed extra time or allowance for maintaining general Station cleanliness.

29.6 Fatigue Management

- (a) The parties recognise that fatigue is an issue of primary concern and acknowledge that the following work-related factors can contribute to fatigue:
 - (i) Shift length
 - (ii) Start and finish times
 - (iii) Breaks within and between shifts

- (iv) Amount of overtime, especially shift extension overtime
 - (v) Workload management
 - (vi) Employee personal responsibility
- (b) The Joint Consultative Committee will meet to discuss issues in relation to fatigue management that arise during the term of this Agreement.
- (c) The Joint Consultative Committee may consider and recommend changes on any fatigue related issues.
- (d) If the parties to this Agreement make a decision in relation to fatigue which results in a proposed variation to the terms of this Agreement, a variation will be sought according to the requirements of the *Fair Work Act*.
- (e) If a dispute arises in relation to fatigue management, the dispute will be dealt with in accordance with the dispute settling procedure set out in **clause 11**.

30 SHIFT COMMENCEMENT CHECKS

- (a) St John expects Employees to commence work at their rostered start time and does not encourage or ask Employees to be at work prior to their rostered start time.
- (b) St John does not require or expect a crew to deploy for a job until they have:
 - (i) carried out a full equipment check; or
 - (ii) for a priority one (1) or zero (0) call (or its equivalent) carried out an emergency equipment check.
- (c) St John acknowledges there are instances where crews voluntarily arrive for work early who accept and deploy for a call before the commencement of the shift or within the first five (5) minutes of their shift commencing.
- (d) A crew who accepts and deploys for any call in accordance with **clause 30 (c)**, will be taken as having completed a full equipment check and St John will pay an allowance equivalent to fifteen (15) minutes at 200% of the Employee's base hourly rate as specified in **Appendix 1 – Rates of Pay**.
- (e) Where a crew deploys under **clause 30 (b) (ii)**, the crew will be given sufficient time at the completion of that call to conduct a full equipment check to ensure capability for the remainder of the shift. A crew who deploys under **clause 30 (b) (ii)** will not be entitled to the allowance in **clause 30 (d)**.
- (f) In the event of the introduction of operational changes which reduce or remove the requirements to perform equipment checks (e.g. the introduction of drug bags sealed / pre-checked ambulances) St John may issue a direction to a specific location, or staff wide that work is not to start until the rostered start time. If this occurs, the above payments will not be made while the direction is in effect.
- (g) Where a crew has deployed pursuant to **clause 30 (b) (ii)**, St John will confirm on request that the Employees have acted in a clinically appropriate manner by responding to the call.

SECTION 4: ALLOCATED POSTIONS AND CREW FORMATIONS

31 ALLOCATED POSTIONS

31.1 Preferred Position Requests

- (a) If an Employee wishes to work at a specific Station or on a specific roster, shift or vehicle, the Employee may make a Preferred Position request.
- (b) Upon receipt by St John, the request will be added to the Preferred Position request list at the time and date of receipt of the complete application. However, it will not be effective as the Employee's Preferred Position until the start of the next roster.
- (c) Applications to remove a Preferred Position will be effective from the start of the next roster. In the event that a request is made during the last two weeks of the roster, it will be effective after the completion of the next full roster period.
- (d) Employees rostered to work at a Station for which they have made a Preferred Position request will not be paid Travel Allowance – General under **clause 35.1**.

31.2 Filling an Allocated Position

- (a) When any position becomes vacant St John will determine the classification of that position.
- (b) An Employee's Allocated Position will be considered vacant, and will commence to fill the position within a three (3) month period, when the Employee accumulates time away from their Allocated Position in excess of 104 weeks in any 156-week period excluding the following:
 - (i) Critical Care Paramedic Interns as per the provisions in **clause 18.3**;
 - (ii) Paramedic Special Operations as per the provisions in **clause 19.4**;
 - (iii) Extended Care Paramedics and Extended Care Paramedic Interns as per the provisions in **clause 20.3**;
 - (iv) an authorised period of paid leave and/or unpaid leave, including unpaid personal/carer's leave, unpaid parental leave, and unpaid domestic violence leave;
 - (v) Country relief; and
 - (vi) time away from the allocated position in accordance with **clause 31.4 (a)** and **clause 31.4 (b)(ii)**.
- (c) A permanent appointed Country Employee who takes an Allocated Position shall have up to three (3) months from accepting the offer to commence in the position, unless otherwise agreed between the Employee and St John.

31.3 Time Out of Allocated Position Backfill

- (a) If an Employee in an Allocated Position on a 224 Roster shall be absent from their Allocated Position for a period of more than six (6) months (e.g. on a secondment, Parental Leave, Long Service Leave, etc) their role shall be temporarily filled for the duration of the absence by the next rotating officer on the list.

31.4 Rostered Away From an Allocated Position

- (a) Any Employee with an Allocated Position may be rostered away from their Allocated Position to another Station, however not across shift or roster, for up to sixteen (16) weeks in any calendar year.

- (b) Periods away from an Employee's Allocated Position will not count towards the sixteen (16) weeks' total if it is:
 - (i) at the Employee's own request; or
 - (ii) a result of a change made in accordance with **clause 32.1** to maintain metropolitan crew formation.

31.5 Ambulance Officers / Student Ambulance Officers / Paramedic Interns / New Ambulance Paramedics

- (a) When an Employee has completed their mentoring period, they may make a Preferred Position Request.
- (b) Ambulance Officers, Paramedic Interns and new Ambulance Paramedics will be assigned a Permanent Shift in accordance with **clause 23.5** of this Agreement.
- (c) Grade 2 Ambulance Officers and Paramedic Intern Grade 2 will be offered and assigned a vacant Allocated Position but will not be able to take it up until their classification changes to Ambulance Paramedic.
- (d) New Ambulance Paramedics who are not Paramedic Interns will be offered and assigned a vacant Allocated Position once they have commenced in a Permanent Shift.

31.6 Station Officer Positions

- (a) At least 1 Allocated Position will be reserved for a Station Officer at each Station and will be filled in accordance with **clause 31.2** of this Agreement.
- (b) Where a Station Officer position becomes vacant and St John requires exceptional skills, the position may be advertised and the most suitable applicant appointed.

31.7 Introduction of 27 and 47 vehicles

- (a) St John is committed to the permanent placement of ambulance resources; however, it is required to retain discretion and flexibility over the placement of the resources to ensure response times are met and patient outcomes are optimized.
- (b) As soon as it is evident that a 27 or 47 vehicle is required permanently in a specific location, St John will permanently place the vehicle at that specific location.
- (c) St John will review all 27 and 47 vehicles every twelve (12) months, to assess whether they should be placed at a specific location permanently.
- (d) The decision to make a 27 or 47 vehicle permanent at a specific location will take into account current and future:
 - (i) operational requirements;
 - (ii) service requirements;
 - (iii) staffing levels;
 - (iv) operational viability, and
 - (v) the desirability of creating new Allocated Positions.

31.8 Rotating Officers

- (a) Employees without an Allocated Position will be designated as a Rotating Officer.
- (b) Subject to the rostering provisions of this Agreement, Rotating Officers will be rostered to work at any Station and on any roster, shift or vehicle.

- (c) Rotating Officers will be rostered to the same shift start time for a minimum four (4) week period, unless agreed between St John and the Employee. A minimum of twenty-one (21) days' notice will be provided when there is a change in shift start time.

31.9 Spare Officers

- (a) St John may roster spare Employees at a Station to cover vacancies and absences.
- (b) Spare Officers will be available for on-road duties and may be directed to work as part of a standard operational crew on the roster.
- (c) Spare Officers must report for duty according to the roster unless otherwise directed.
- (d) Spare Officers who are not rostered to a vehicle at a Station are required to contact the Duty Manager, State Operations Centre at the commencement of duty.
- (e) No Employee shall be rostered as a Spare Officer for more than sixteen (16) weeks in a year, unless by Agreement between St John and the Employee.

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

- (a) All Allocated Positions at a new station will be advertised.
- (b) For a new station, Ambulance Paramedics may make a Preferred Position request from 0800 hours on the date of the Station becoming operational.
- (c) If a Station is relocated or if the available Allocated Positions at a Station are moved to another Station, an Employee with an Allocated Position at the original Station will be given first preference to retain their Allocated Position at the new Station.
- (d) If an additional vehicle is assigned to a Station, any new Allocated Positions will be filled in accordance with **clause 31.2** of this Agreement.

31.11 Temporary Reduction in Rank

- (a) If an Employee with an Allocated Position is reduced in classification by St John for any reason including, but not limited to, training or disciplinary reasons, the Employee may be rostered away from the Employee's Allocated Position for the entire period whilst reduced in classification.

32 METROPOLITAN CREW FORMATION

32.1 Metropolitan crews

- (a) For the purposes of this clause a Paramedic Intern (PI) is taken to be interchangeable to the equivalent level Ambulance Officer (AO).
- (b) St John's metropolitan crew formations (Standard Crew Formations) under this Agreement are:
 - (i) Ambulance Paramedic and Paramedic Intern (AP/PI Crew); or
 - (ii) Ambulance Paramedic and Ambulance Paramedic (AP/AP Crew).
- (c) In circumstances where the Standard Crew Formations cannot be accommodated, St John will, wherever practicable:
 - (i) determine the availability of other resources to achieve the Standard Crew Formations by:
 - A. offering overtime where a change occurs pre-shift and for an impending shift; and

- B. splitting AP/AP Crews in the same geographic district and with consideration to start and finish times.
- (ii) where resources are identified, require Employees to establish a Standard Crew Formation.
- (d) where an AP/PI Crew cannot be achieved through the above steps, St John may deploy an Employee into an alternative crew formation or alternative duties which are considered operationally and clinically appropriate, including:
 - (i) single officer duties, subject to these duties not including community response; and
 - (ii) where the single officer is a PI who is deployed to a ramp, they will only be permitted to support a Standard Crew Formation.
- (e) Alternative crew formations or duties will have an adjusted clinical scope as appropriate to the level of clinical skill and experience of the Employees forming the crew.
- (f) Time spent by a Paramedic Intern in an alternative crew formation or alternative duties will not impact on progression.
- (g) A Paramedic Intern who is deployed into an PI/PI crew on more than sixteen (16) or more shifts across a twelve (12) month period may request not to be rostered into this alternative crew formation for a period of three (3) months. Where this occurs, St John may offer an alternative home station or work arrangement to manage the issue.
- (h) This clause does not apply in respect of deployments of experienced Employees into permanent or secondment single officer roles.

32.2 Working with a Medic

- (a) Subject to **clause 32.3**, an Ambulance Paramedic, Paramedic Intern or Ambulance Officer will not be rostered to work with a Medic for any purposes other than for tutoring (and by agreement).
- (b) Nothing in **clause 32.2 (a)** will prevent an Employee engaged in Clinical Education from training an Employee.

32.3 Commitment to the Continuous Provision of Ambulance Services

- (a) Notwithstanding **clause 32.1 and 32.2**, the Parties agree that in the event of an emergency and at the written direction of the Chief Executive Officer, St John retains the ability to take reasonable measures to ensure the continuous provision of ambulance services and pre-hospital care.
- (b) For the purposes of **clause 32.3 (a)**, an emergency event relates to a severe impact to the services ability to operate. An emergency event will typically be directly correlated to an event arising as a result of a Declared Public Health Emergency or State of Emergency, or their likely imminent declaration, or in relation to St John's responsibilities as a prescribed 'Combat Agency' under emergency management arrangements. These events can occur anywhere in Western Australia that require an extraordinary response by St John and its Employees.
- (c) To the extent practicable the Parties will work together in a cooperative and consultative manner and, notwithstanding anything in this Agreement, will take all necessary measures to ensure:
 - (i) public health and safety; and

- (ii) the continuous provision of ambulance services and pre-hospital care; for the duration of the emergency.
- (d) Any emergency measures enacted under **clauses 32.3 (a) – (c)** above will be immediately reversed upon the return to normal operating procedures or at the cessation of relevant State of Emergency or Declared Public Health Emergency.

33 MANAGERS ON ROAD

- (a) The Parties acknowledge the desirability of managers maintaining 'on-road' skills.
- (b) Subject to **clause 33 (d)** below, with the approval of St John, any Employee may work with a manager as part of an operational crew. The manager must be qualified as an Ambulance Paramedic and can work on any shift or roster as agreed between St John and the Employee.
- (c) Any person performing work in accordance with this **clause 33** is not working in a secondary classification under **clause 27** of this Agreement.
- (d) An Employee may only work with a manager on-road as part of an operational crew on a voluntary basis.
- (e) No Employee will be displaced from the operational crew where the manager is working on-road, without agreement.
- (f) Employees will only work with managers who have completed at least eighty-four (84) hours of work per year plus training as part of the Continuing Education Program and on-road training component, appropriate to the needs of each individual.

SECTION 5: INCOME

34 RATES OF PAY & ALLOWANCES

34.1 Rates of Pay

- (a) Employees will be paid the rates of pay as set out in **Appendix 1 – Rates of Pay** of this Agreement.
- (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. Employees while appointed and employed in the classifications of Clinical Support Paramedic, Extended Care Paramedic and Critical Care Paramedic, will be paid the weekly base rate of pay for that position, even when working on-road in the role of an Ambulance Paramedic.

34.2 Allowances

- (a) Allowances within this Agreement will be increased in accordance with **Appendix 2**, unless specifically excluded.

34.3 Night Shift Payment

- (a) Employees who are performing work pursuant to the 224 Roster or the D, E, L, N Roster described in **clause 23.2 - 23.3** of this Agreement will be entitled to receive a 'Night Shift Payment' in accordance with **Appendix 2** in compensation for rostered night shifts.
- (b) The Night Shift Payment will be paid to Employees who are performing work pursuant to the 224 Roster or the D, E, L, N Roster whether temporarily or permanently. The Night Shift Payment is not payable to those on a 4x4 roster.
- (c) The Night Shift Payment will not be paid to Employees that do not attend their rostered night shift, including all periods of personal/carers leave.
- (d) The Night Shift Payment will be paid to Employees when performing overtime.

35 ALLOWANCES

35.1 Travel Allowance - General

- (a) Except as otherwise provided in this Agreement, an Employee is entitled to Travel Allowance when:
 - (i) attending Continuing Education Program courses as approved by St John; or
 - (ii) rostered to work away from the Employee's Home Station or Preferred Station and receives a minimum of seven (7) days' notice.
- (b) An Employee is not entitled to Travel Allowance when:
 - (i) working with an on-road tutor;
 - (ii) working at the Employee's Allocated Position;
 - (iii) rostered to work at a Preferred Station;
 - (iv) rostered to work at their Home Station;
 - (v) the Employee has given a written request to work at any location;
 - (vi) attending training for promotional purposes; and

- (vii) driving to work on a drive in, drive out basis.
- (c) Travel Allowance is paid at the cents per kilometre set out in the current Australian Taxation Office guidelines in force at the time travel was undertaken and is payable for all forms of travel, subject to:
 - (i) the distances set out in the Distance Matrix; and
 - (ii) the distance calculated by the return trip distance in kilometres, from the Employee's Home Station to the Rostered Station and then subtract twenty (20) kilometres.
- (d) If an Employee has one (1) or more Preferred Stations, Travel Allowance will not be paid when rostered to any of those Preferred Stations.
- (e) If an Employee is directed with at least two (2) hours' notice, as described in **clause 29.4 (b)** of this Agreement, before the beginning of the shift, to report to another Station, that Employee must proceed to that Station in their own transport and will be paid applicable travel allowance.
- (f) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it, and not pro-rated.
- (g) **Clause 35.1** does not apply to casual Employees.
- (h) No Employee shall be rostered to work at a Station that is more than fifty-five (55) kilometres from their Home Station

35.2 Travel Allowance - Changing of Rostered Station (less than 7 days' notice)

- (a) In addition to the provisions of **clause 35.1** of this Agreement, when less than seven (7) calendar days' notice of change of current rostered Station is given and excess travel is involved, the Employee (including Employees working with an on-road tutor) shall be paid:
 - (i) a daily allowance, or part thereof, for each kilometre travelled in excess of the Employee's current rostered Station, as at the cents per kilometre as per the current Australian Taxation Office guidelines in force at the time travel was undertaken; and
 - (ii) excess travelling time at the Employee's hourly base rate of pay calculated at one (1) minute per kilometre travelled in both directions.
- (b) Travelling distance and time will only be payable for seven (7) days, from the first shift whilst the rostered Station is changed, after which the Travel Allowance provision of **clause 35.1** of this Agreement will apply.
- (c) **Clauses 35.2 (a) and 35.2 (b)** above do not apply to:
 - (i) part-time Employees;
 - (ii) a job-share Employee without a partner for more than sixteen (16) weeks pursuant to **clause 25.6 (b)** of this Agreement; or
 - (iii) Casual Employees.

35.3 Travel Allowance - Travel on Short Notice Overtime (Immediate Call Backs (ICB))

- (a) If St John requires an Employee to work an overtime shift with less than ninety (90) minutes' notice, the Employee will be entitled to travel time of one (1) hour at overtime rates in addition to actual time worked.

- (b) This entitlement will only apply once during any three (3) hour minimum call out period for which the Employee is paid under **clause 29.1 (c)** of this Agreement.
- (c) In addition to **clause 35.3 (a)** above, a Travel Allowance (as per the cents per kilometre outlined in current Australian Taxation Office guidelines in force at the time travel was undertaken) may be claimed which shall be calculated from residence/accommodation to the work location and return, by the shortest kilometres travelled road journey.
- (d) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.
- (e) **Clause 35.3** does not apply to Casual Employees.

35.4 Travel Allowance - Mutual Exchange Duty Cover

- (a) An Employee who is standing in for another Employee is entitled to Travel Allowance as outlined in **clause 35.1** of this Agreement, subject to:
 - (i) the criteria in **clauses 35.1 (b) to 35.1 (e)** being applicable; and
 - (ii) the allowance paid will not be greater than the allowance to which the replaced Employee would have received.
- (b) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.
- (c) **Clause 35.4** does not apply to Casual Employees.

35.5 On Road Tutor Allowance

- (a) Employees at Ambulance Paramedic classification or higher who perform the role of a tutor will be paid an allowance in accordance with **Appendix 2** of this Agreement for each occasion tutoring is provided.

35.6 Overtime Meal Allowance

- (a) Subject to the provisions of this clause, an Employee who is required to work more than one (1) hour of Extension Overtime shall be paid a Meal Allowance in accordance with **Appendix 2** of this Agreement.
- (b) Further entitlements to a Meal Allowance will occur after each subsequent three (3) hour interval of Extension Overtime worked, i.e. after the 4th hour, 8th hour and so forth.
- (c) For the purpose of **clause 35.6 (a)** and **35.6 (b)** above, the continuity of work shall not be deemed to have been interrupted by any crib break allowed.
- (d) This clause does not apply in respect of any period of overtime where the Employee has been notified on the previous day or earlier that the Employee will be required to work, except where the Employee is required to travel or transport vehicles from a country area to the metropolitan area, or metropolitan area to a country area, or from one country town to another.
- (e) If an Employee has been given notice, as referred to in **clause 35.6 (d)** above, and as a consequence of the notification provided a meal or meals and is subsequently not required to work overtime or is required to work less overtime than notified, the Employee shall be paid the allowance for each meal provided and not required.
- (f) This clause only applies to Extension Overtime.
- (g) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.

35.7 Helicopter Flight Allowance

- (a) A Helicopter Flight Allowance will be paid to Employees classified as Critical Care Paramedic for each shift on which they work or train on the helicopter in accordance with **Appendix 2** of this Agreement.
- (b) Critical Care Paramedic Employees will not be paid Travel Allowance referred to in **clause 35.1** of this Agreement when they are eligible to receive the Helicopter Flight Allowance.

35.8 Special Operations Allowance

- (a) A Special Operations Allowance will be paid to Employees appointed as a Paramedic Special Operations (PSO). The allowance will be paid as a daily rate for the shift when they respond to a PSO activation in accordance with **Appendix 2** of this Agreement. A PSO activation is defined as a task communicated by St John, which is accepted and attended to by a PSO, including training specific to PSO duties as directed by St John.

35.9 Deployment Allowance

- (a) A Deployment Allowance will be paid to Employee's as a daily rate in accordance with **Appendix 2** for the shift when they are transferred away from home to a specific location for a particular purpose as authorised or instructed by a Hazard Management Agency (HMA).

35.10 Camping Without Facilities Allowance

- (a) An Employee shall be entitled to a Camping Without Facilities Allowance as per **Appendix 2**, which shall be payable for each night an Employee is required to camp overnight without facilities.

35.11 Uniform Allowance

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

35.12 Driver's Licence Reimbursement

- (a) Where an Employee is required for the purpose of employment to hold a driver's licence, the fee paid will be reimbursed to the Employee on presentation of a receipt covering the current licensed period.
- (b) Where the licensed period is greater than a year and the Employee's employment concludes prior to the license expiring, St John may deduct and retain, as permitted by law, from any final monies owing to the Employee any reimbursed monies for the remaining period of the licence.

35.13 Watches / Glasses Reimbursement

- (a) St John will reimburse, up to a maximum of \$220.00, towards the replacement or repair of an Employee's watch and/or spectacles, including prescription sunglasses, which are:
 - (i) used in the course of the Employee's employment; and
 - (ii) are lost, damaged or destroyed whilst on duty.

- (b) **Clause 35.13 (a)** does not apply if the item was lost, damaged or destroyed through the Employee's own negligence, unless it is claimable under the *Workers' Compensation and Injury Management Act 2023* (WA).

35.14 Funeral Expenses

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

35.15 Country Allowance - General

- (a) Employees working in the country (collectively referred to as Country Employees) will be categorised as either:
- (i) Permanent - if the Employee is appointed on a permanent basis at the Country Location; or
 - (ii) Secondment - if the Employee is appointed to work at the Country Location for a period of over thirty (30) weeks; or
 - (iii) Relief - if the Employee is appointed to work at the Country Location up to thirty (30) weeks in one period.
- (b) Seconded Employees may, with the agreement of St John, extend the secondment period at the Country Location. If this occurs, the Employee will remain a Seconded Employee.
- (c) An Employee permanently appointed to a Country Location who is appointed to work in an alternative position at the same Country Location in accordance with **clause 35.15 (a)(ii) or (iii)** above, will be entitled to receive the allowances that apply to a Permanent appointment. This will include any relevant allowances associated with the alternative position and/or Country Location. The Employee will not be eligible to receive the Country Allowances that apply to Secondment or Relief appointments. Specifically, the following do not apply:
- (i) **Clause 35.24** Country Allowance – Country Travel Reimbursement
 - (ii) **Clause 35.25** Seconded Employees – Housing
 - (iii) **Clause 35.27** Country Relief Employee Expenses Allowance
 - (iv) **Clause 35.28** Country Relief Accommodation Expenses Allowance
- (d) An Employee permanently appointed to a Country Location who is appointed to work in an alternative position in the same region and St John determines they are not required to relocate to perform the role, will be entitled to receive the allowances that apply to a Permanent appointment as outlined above in **clause 35.15 (c)**.

35.16 Regional Services Allowance

- (a) An Employee permanently appointed to a position within the Country (except for Community Paramedics) working in specific locations will receive an allowance in accordance with **Appendix 2** of this Agreement.
- (b) Should a new Paramedic work location be introduced in the duration of this Agreement, the quantum of the Regional Service Allowance shall be at St John's sole discretion.

35.17 Location Allowance (Zone & Country)

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

35.18 Community Paramedic Location Allowance

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

35.19 Flights for Seconded and Permanent Employees

- (a) Permanent and Seconded Employees who are appointed to a location that is five hundred (500) kilometres or more away from Perth metropolitan area shall be entitled to one (1) return flight to Perth each year for the Employee, the Employee's spouse and any dependent children of the Employee under eighteen (18) years of age.
- (b) Flight(s) cannot be cashed out and will not accumulate from year to year, however, may be delayed by up to six (6) months if agreed between St John and the Employee.
- (c) Should the Employee wish to drive in lieu of taking the flight(s), they shall be entitled to fuel reimbursement costs up to the cost of the flight(s).
- (d) In the instance that an Employee's spouse and dependents do not live with the Employee in the country location, the Employee may utilise the flight to fly the dependents to the county location in lieu of the flight(s) to Perth.
- (e) For the purposes of this clause, 'spouse' does not include a former spouse.

35.20 Country Allowance - Removal Expenses Reimbursement

- (a) St John will pay all reasonable removal expenses when Employees are:
 - (i) on Permanent and/or Secondment placement; and
 - (ii) transferring between the Metropolitan region and a Country Sub-Centre; or
 - (iii) transferring between Country Sub-Centres.

35.21 Country Allowance - Proximity Allowance

- (a) This allowance only applies to country Sub-Centres as determined by St John.
- (b) Employees will be paid this allowance, as outlined in **Appendix 2** of this Agreement, subject to the Employee:
 - (i) being a Permanent and/or Seconded Employee appointed to the Sub-Centre; and
 - (ii) being available for and participating in Immediate Call Backs; and
 - (iii) living within twenty-five kilometres (25kms) by road from the Sub-Centre; and
 - (iv) not being eligible for the 'on call' allowance as prescribed in **clause 34.23** of this Agreement.
- (c) Employees will not be paid this allowance when the Employee is on any period of long service leave.

35.22 Country Allowance - On Call Phone Allowance

- (a) Except where a mobile phone is provided, if an Employee is required to be 'on-call' St John will:
 - (i) pay for all costs associated with connecting a telephone to the Employee's residence; and
 - (ii) pay all rental charges plus 20% of all calls charged.
- (b) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.

35.23 On Call Roster Allowance

- (a) An Employee required to be 'on call' shall:
 - (i) be required to remain contactable;
 - (ii) respond if there is a call; and
 - (iii) be entitled to the relevant On Call Allowance as prescribed in **Appendix 2** of this Agreement, for each hour or part thereof the Employee is rostered on call.
- (b) An Employee is 'on call' when rostered on the on call roster as determined by St John.
- (c) If an Employee is called out for duty while on call, the Employee will be paid at the rate of double time for the actual hours or part thereof on duty, but will not be entitled to be paid the On Call Allowance prescribed in **clause 35.23 (a)(iii)** above during this time. The Employee will be paid a minimum payment of two (2) hours per call, but the Employee will not receive additional payments for subsequent calls attended during the two (2) hour period.
- (d) An Employee on call is permitted to temporarily leave the Station or home provided the Employee has made satisfactory arrangements for the proper carrying out of the service during the Employee's absence.
- (e) An Employee will be free from on call duty every second weekend and for an average of eight (8) days in every period of sixteen (16) consecutive days.
- (f) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.

35.24 Country Allowance - Country Travel Reimbursement and Allowance

- (a) Where an Employee is either travelling to a Country Location for the purposes of relocating to the country or relocating back from working in the country:
 - (i) **clauses 35.1, 35.2, 35.3, 35.4** do not apply; and
 - (ii) the Employee will be reimbursed the actual fuel costs for the road journey, unless bus or air fares are provided (as per Employee's request) for the Employee and the Employee's spouse and any dependent children of the Employee under eighteen (18) years of age; and
 - (iii) the Employee will be paid an allowance of double time for pre-calculated journey times, dependent upon mode of travel, if the journey is undertaken on a rostered day off.
- (b) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.

35.25 Seconded Employees – Housing

- (a) A Seconded Employee will be provided housing by St John if they cannot reasonably return to their usual place of residence at the cessation of each shift.
- (b) St John may also agree to cover the cost of utility expenses (i.e., electricity, water and gas) incurred by Employees during their tenure in the secondment and in housing provided by St John, provided that such expenses are deemed reasonable.

35.26 Minimum Standards for Seconded Employees Housing

- (a) Accommodation Quality - the Company shall provide accommodation that meets the following minimum standards:
 - (i) clean, safe, and hygienic living conditions;
 - (ii) adequate space, ventilation, and lighting; and
 - (iii) access to essential amenities, including a private bathroom, kitchen facilities, and laundry services.
- (b) Location – the accommodation shall be located within a reasonable distance from the worksite, ensuring minimal commute time for the Employee.
- (c) Furnishings and Utilities - the accommodation shall be fully furnished and equipped with necessary utilities, including:
 - (i) comfortable bedding and furniture; and
 - (ii) heating and cooling systems.
- (d) Maintenance and upkeep – St John shall ensure regular maintenance and prompt repairs of the accommodation to uphold the standards mentioned above.
- (e) Safety and Security - the accommodation shall be situated in a safe area and equipped with necessary security measures, such as locks, smoke detectors, and emergency contact information.

35.27 Country Relief Employee Expenses Allowance

- (a) A Relief Employee shall be entitled to an allowance as set out below, upon the receipt by St John of a valid statutory declaration that the Employee is 'maintaining a home' prior to commencing the relief appointment and will continue to be 'maintaining a home' for the duration of the relief period. The allowance shall be:
 - (i) if St John provide meals: \$210.00 per week; or
 - (ii) if St John do not provide meals: \$541.00 per week.
- (b) An Employee who does not provide St John with a Statutory Declaration that the Employee is 'maintaining a home' will not be entitled to the allowance in **clause 35.27 (a)** above.
- (c) If a Relief Employee is required to do work for a period of less than one (1) week (seven (7) days), then the allowance in **clause 35.27 (a)** above will be paid on a proportionate basis.

35.28 Country Relief Accommodation Expenses Allowance

- (a) Relief Employees working in a Country Location will be provided with paid accommodation and breakfast in a hotel, motel, or such other accommodation as agreed by St John.

- (b) A Relief Employee who elects not to stay in accommodation provided by St John must provide to St John a valid Statutory Declaration that the Employee is 'maintaining a home' prior to commencing the relief appointment. An Employee will then be entitled to receive an allowance of \$500.00 per week without the production of receipts.
- (c) An Employee who does not provide St John with a Statutory Declaration that the Employee is 'maintaining a home' will not be entitled to the allowance in **clause 35.28 (b)** above.
- (d) If a Relief Employee is required to do work for a period of less than one (1) week (seven (7) days), then the allowance set out in **clause 35.28 (b)** above will be paid on a proportionate basis.

35.29 Country Allowance - Country Training Travel Allowance

- (a) Where St John requires an Employee to attend an area or town other than the Country Location to which the Employee is stationed (for the purposes of training or any other work-related matter), the Employee will receive a nightly allowance in accordance with **Appendix 2** of this Agreement.
- (b) With respect to Job Share and part time Employees, this allowance will be paid in full to the Employee who accrues it and will not be pro-rated.

36 WORKING WITH VOLUNTEERS

St John recognises the importance of the Employees' role in ensuring the success of the country volunteer model.

- (a) Where Employees are required to work with volunteers, St John will, as soon as practicable, ensure that volunteers receive volunteer driver training and have acquired a minimum set of skills. St John will ensure all volunteers working with a paramedic will have received driver training within three (3) months of commencing as a volunteer.
- (b) The minimum skill set required of volunteers will be determined by St John in consultation with the Union and Employee representatives.
- (c) The standard crew at a Country Location, will be as determined by St John and will generally consist of one Employee and one clinical volunteer ambulance officer, with the exception of Bunbury Station, where St John retains the ability, with the agreement of the Employee, to form a crew with a clinical volunteer ambulance officer.
- (d) An Employee who is working at a Country Location is entitled to receive a 'Working with Volunteers' allowance in accordance with **Appendix 2** for each shift worked by the Employee which involves the Employee working (for all or part of that shift) as part of a crew with a volunteer.
- (e) An Employee working as part of an operational crew with a volunteer will be required to mentor, provide support and assist with skill development of that volunteer as part of the operational crew.
- (f) Employees are not required to conduct training of volunteers while part of an operational crew, other than to the volunteer who forms part of that operational crew.

- (g) An Employee who is working at a Country Location may be requested to conduct training of volunteers when not on shift. This will be subject to agreement between St John and the Employee.
- (h) However, an Employee is not entitled to receive the 'Working with Volunteers' payment where the Employee is performing Immediate Call Back work, unless the Immediate Call Back is required to cover a Duty Paramedic and is for a full shift with a volunteer.
- (i) Standard crew constitution in a Country Hybrid location is for a Paramedic to work with an EMA or EMT. EMR Officers may crew as a third member of a crew to gain experience and develop their skills.
- (j) In exceptional circumstances, a Paramedic may be requested to work with an EMR, this will occur with agreement of the Paramedic and volunteer.

37 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, Employer 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.

38 HEALTH AND WELLBEING

- (a) St John encourages its Employees to maintain good health and fitness. Assistance is provided by St John towards the cost of such maintenance. The Health and Wellbeing benefit is as prescribed in St John's policies and procedures.

39 SUPERANNUATION

- (a) St John will contribute 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) Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, **clause 39 (c)** will apply.
- (c) If the Employee does not nominate a fund or scheme, St John will request the Employee's stapled fund details from the Australian Taxation Office (ATO). If the ATO notifies St John 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 the default fund. The default fund is currently REST Super or a replacement fund in accordance with Superannuation Legislation, until a fund is nominated by the Employee.
- (d) Employees may make additional contributions after three (3) months of employment. The Employee must give to St John written authorisation as required by St John.
- (e) St John will contribute an additional 1.5% of the Employee's gross ordinary time earnings if an Employee has successfully completed their probationary period and contributes at least 5% of gross ordinary time earnings to their superannuation fund.
- (f) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (g) Contributions will not be made in respect of periods of unpaid leave.
- (h) 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 fifty-two (52) weeks total absence for injury or illness.
- (i) 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. This is subject to change in accordance with the *Paid Parental Leave Act 2010*.

SECTION 6: LEAVE PROVISIONS

40 LEAVE ENTITLEMENTS

40.1 Annual Leave and Additional Leave

- (a) Employees (other than Casual Employees) are entitled to annual leave (or pro rata), subject to **clause 40.1 (d)** of four (4) consecutive weeks per year.
- (b) In addition to **clause 40.1 (a)** above, if the Employee is a Shift Worker and is regularly required to work Sundays and public holidays they will be entitled to the following leave:
 - (i) for the purposes of the National Employment Standards, an additional one (1) week annual leave in lieu of regularly worked Sundays and public holidays;
 - (ii) an additional one (1) week in lieu of public holidays falling on rostered days off; and
 - (iii) an additional two (2) weeks as per **clauses 23.2 (g) to 23.2 (j)** and **clauses 23.3 (f) to 23.3 (h)** of this Agreement (Accrued Days Off).
- (c) Annual leave (referred to in **clause 40.1 (a)**) and additional annual leave (referred to in **clause 40.1 (b)(i)**) and additional leave (referred to in **clauses 40.1 (b) (ii) and (iii)**) accrues progressively and accumulates year to year.
- (d) 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 weeks as provided by St John in **clause 40.13 (c)**.
- (e) All new Employees will have their Leave Roster allocated by St John. This will be booked in eight (8) week blocks.
- (f) Annual leave and additional leave will be taken in accordance with the Leave Roster, unless otherwise agreed between St John and an Employee.
- (g) St John will as far as practicable attempt to accommodate requests for changes to leave, including requests for annual leave to be taken in blocks made up of no less than:
 - (i) one (1) block of four (4) consecutive weeks;
 - (ii) two (2) blocks of two (2) consecutive weeks.
- (h) When an Employee takes annual leave set out in **clause 40.1 (a)** above, the Employee will be paid:
 - (i) a loading of 17.5% calculated on the Employee's weekly base rate of pay; or
 - (ii) shift penalties where applicable;whichever is the greater for annual leave taken.
- (i) When an Employee takes annual leave set out in **clauses 40.1 (a)** and **40.1 (b)(i)** and additional leave set out in **clauses 40.1(b)(ii) and (iii)**, the Employee will be paid the applicable shift allowances and shift penalties.

- (j) Any accrued annual leave and additional leave which has not been taken will be paid to the Employee upon termination of employment, including the payment referred to in **clauses 40.1 (h) and 40.1(i)** above, where applicable.
- (k) Except for Shift Workers, if a public holiday falls on a day the Employee is on annual leave or additional leave the Employee will not be deducted annual leave or additional leave for that day.
- (l) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
 - (i) an Employee on annual leave/additional leave who has an entitlement to paid personal leave, in accordance with **clause 40.5** of this Agreement, and who within fourteen (14) days of resuming work produces to St John a certificate from a registered medical practitioner that would have entitled the Employee to payment of sick leave had they not been on annual leave during annual leave/additional leave the Employee 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 that clause.
 - (ii) an Employee on annual/additional leave who has an entitlement to community service leave, as provided for in the *Fair Work Act*, must meet the evidentiary and notice requirements of the *Fair Work Act*.
- (m) Where **clause 40.1(l)(i)** applies, the Employee will be paid for that period at the Employee's base rate of pay, without the annual leave loading prescribed in **clause 40.1 (h)** above.

40.2 Annual Leave Cash Out

- (a) Paid annual leave may only be cashed out except in accordance a written agreement between Employee and St John in line with this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement made under this clause must be signed by St John and Employee.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The Employer must keep a copy of any agreement made under this clause as an Employee record.

40.3 Annual Leave at Half Pay

- (a) An Employee may make a written application to take annual leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled. This request may be granted at the discretion of St John.
- (b) St John when determining an application will consider:
 - (i) operational requirements;
 - (ii) all other applicable leave entitlements; and
 - (iii) any relevant personal circumstances for the request.

40.4 Annual Leave Purchase

- (a) An Employee may purchase up to four (4) weeks of additional annual leave by way of salary deduction over a one (1) year period, subject to available leave vacancies.
- (b) Annual leave purchase must be for a specified leave period and taken at the specified time. Purchased annual leave cannot accrue from year to year. If the Employee no longer requires the additional annual leave, the balance that had been purchased must be cashed out to the Employee.
- (c) The leave period must be agreed upon between St John and the Employee before entering into an agreement to purchase annual leave.
- (d) Should the Employee not have purchased enough annual leave for the period as per the leave purchase agreement, the additional leave shall be forfeited and the leave that had been purchased shall be cashed out to the Employee.
- (e) An Employee shall only be entitled to purchase up to four (4) weeks of additional annual leave once in the term of this Agreement.

40.5 Personal/Carer's Leave - General

- (a) Employees are entitled to personal/carers' leave per year, as set out in the table below:

Personal/Carer's Leave entitlement (in paid hours) per year	Number of hours deducted per shift from entitlement
For 12/12 hour shift: 130.29 (144 shift hours, 3 shift rotations)	Early Shift – 10.86 hours Late Shift – 10.86 hours
For 11/13 hour shift: 130.29 (144 shift hours, 3 shift rotations)	Day Shift - 9.95 Night Shift – 11.76

Shift Length	Calculation	Deduction
11-hour shifts	$11/42 \times 38$	= 9.95 pay hours
13 hour shifts	$13/42 \times 38$	= 11.76 pay hours
12 hour shifts	$12/42 \times 38$	= 10.86 pay hours

- (b) Personal/carers' leave includes both sick leave and carer's leave.

- (c) All new Employees will have available to them the first two (2) years personal/carer's leave in advance of it accruing as an entitlement.
- (d) Employees are not entitled to accrue personal/carer's leave during any periods of unauthorised leave, leave without pay (including while on salary continuance), unpaid parental leave (including periods covered by the Paid Parental Leave other than the paid parental leave period of twelve (12) weeks as provided by St John in **clause 40.13 (c)**.
- (e) St John at its discretion may allow an Employee to take paid personal/carer's leave which has not been accrued. If this occurs, the Employee's entitlement will be negative until the personal/carer's leave already taken has accrued over time.
- (f) On termination of employment, St John may deduct and retain from any outstanding monies the amount in relation to personal/carer's leave taken but not accrued to the extent permitted by law
- (g) After the first two (2) years of employment, and subject to **clause 40.5 (e)** above, personal/carer's leave accrues progressively and accumulates from year to year.
- (h) St John may require an Employee, and the Employee must provide, satisfactory documentary evidence in relation to a period of personal/carer's 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.
- (i) An Employee is required to provide evidence/certification for any personal leave exceeding two (2) continuous days or where they have taken in excess of four (4) calendar days in any calendar year.
- (j) St John may require the Employee to undergo a health assessment as per **clause 43 (a) (iii)** to determine whether an Employee is able to perform the inherent requirements of the Employee's job.
- (k) Personal leave entitlements will be no less than what is provided for in the NES.
- (l) Personal Leave balances over five hundred four (504) hours may be exchanged for special leave hours at a rate of two (2) accumulated personal leave hours for one (1) special leave hour, providing the Employees Personal Leave balance does not fall below the five hundred four (504) hour threshold (twelve (12) weeks x forty-two (42) hours).

40.6 Personal/Carer's Leave – Paid Sick Leave

- (a) Sick leave may be taken by an Employee because of personal illness or injury.
- (b) If the Employee seeks to take sick leave, the Employee is required to notify St John of the absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons:
 - (i) at least two (2) hours prior to the shift if it is a Day Shift; or
 - (ii) at least four (4) hours prior to the shift if it is a Night Shift.
- (c) If an Employee has exhausted their entitlement to paid sick leave, the Employee may apply to take annual leave or additional leave, be on unpaid sick leave, or agree on another form of leave directly with St John.

- (d) If an Employee is injured at work and the Employee has accrued personal/carer's leave, the Employee will be paid sick 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 40.6 (b)** above will not apply where it is not reasonably practicable for the Employee to give such notice.

40.7 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 the Employee seeks to take paid carer's leave, the Employee is required to:
 - (i) notify St John of the absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons, at least two (2) hours prior to the shift if it is a Day Shift, and at least four (4) hours prior to the shift if it is a Night Shift;
 - (ii) provide details of the relationship with the person requiring care; and
 - (iii) advise St John of the estimated length of absence.

40.8 Personal/Carer's Leave – Unpaid Carer's Leave

- (a) If an Employee has used all of their accrued paid personal/carer's leave entitlements, the Employee is entitled to two (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 the absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons:
 - (i) at least two (2) hours prior to the shift if it is a Day Shift; and
 - (ii) at least four (4) hours prior to the shift if it is a Night Shift.

40.9 Compassionate Leave

- (a) An Employee is entitled to compassionate leave not exceeding the number of hours worked by the Employee in four (4) ordinary shifts 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 the person's life.
- (b) The Employee must give St John any evidence that it reasonably requires.
- (c) The Employee should give notice to St John as soon as reasonably practicable of the intention to take leave.
- (d) Compassionate leave entitlements will be no less than what is provided for in the NES.

40.10 Public Holidays

- (a) Each Employee is entitled to the public holidays proclaimed in Western Australia. However, if an Employee is scheduled to work on a public holiday, the Parties and the Employee agree that the Employee will work the shift.
- (b) The Parties agree that the compensation for public holidays worked is the additional leave as set out in **clause 40.1 (b) (i)** and the equivalent of one (1) week's pay which has been rolled into the base hourly rate in **Appendix 1 – Rates of Pay**. However, this does not apply to part time Employees, who will be paid at the rate of double time and a half for all hours worked on a public holiday.
- (c) If a part time Employee is not rostered to work on a public holiday, that Employee will not be paid for the public holiday.
- (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 the public holiday.

40.11 Long Service Leave – 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 or leave without pay (including while on salary continuance); or
 - (ii) unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of twelve (12) weeks as provided by St John in **clause 40.13(c)**.
- (c) Each Employee is entitled to paid long service leave at ordinary time on the following basis:
 - (i) at the completion of ten (10) years of continuous service – thirteen (13) weeks;
 - (ii) at the completion of each subsequent seven (7) years of continuous service – thirteen (13) weeks; and
 - (iii) an Employee will be able to access pro rata long service leave after seven (7) years of continuous service, scheduled in four (4) week blocks and approved by St John based on operational requirements.
- (d) Further to **clause 40.11 (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 40.11 (c)** above; and where applicable:
 - A. pro rata long service leave payment if the Employee:
 - AA. has completed at least seven (7) years' continuous service with St John; and
 - BB. their employment ends.
 - B. a pro rata long service leave payment if the Employee is:
 - AA. at least fifty-five (55) years' old; and
 - BB. resigns; and

- CC. has completed at least twelve (12) months' continuous service with St John; or
 - C. a pro rata long service leave payment if the Employee:
 - AA. has completed at least twelve (12) months' continuous service with St John; and
 - BB. the Employee's employment is ended by St John on the account of ill health, or as a result of an accident; or
 - D. a pro rata long service leave payment if the Employee:
 - AA. has completed at least three (3) years' continuous service with St John; and
 - BB. resigns to enter an In Vitro Fertilisation programme provided written confirmation is provided from the appropriate medical authority of the dates of the involvement in the programme; or
 - E. a pro rata long service leave payment to the executor of the relevant estate if the Employee:
 - AA. dies; and
 - BB. has completed between twelve (12) months and less than three (3) years' continuous service with St John; or
 - F. a pro rata long service leave payment, if:
 - AA. the Employee's employment is terminated by the Employee's death or is terminated by St John for any reason other than for serious misconduct; and
 - BB. the Employee has completed at least three (3) years' continuous employment with St John but less than ten (10) years' service.
- (e) A part-time Employee is entitled to pro rata long service leave. 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 one (1) portion within a year, the breakdown of leave blocks shall be:
 - (i) one (1) block of four (4) consecutive weeks;
 - (ii) two (2) blocks of two (2) consecutive weeks; and
 - (iii) remainder of the Long Service Leave entitlement taken in one consecutive period.
- (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 40.12** of this Agreement.

- (i) Any period during long service leave for which paid personal/carer's 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, 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 three (3) months;
 - (v) absences on approved unpaid leave, other than unpaid personal leave, but not exceeding two (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 six (6) months.
- (k) Subject to **clause 40.11 (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 six (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 40.11 (j)** above.
- (m) Long service leave shall be taken at a time convenient to St John but not less than thirty (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) St John commit to develop and implement an electronic system within the lifetime of the Agreement, which will allow Employees to view, select and modify Long Service Leave allocations. The system will show real-time availability and allow selection in periods of two (2) or more weeks, as per **clause 40.11 (g)**.
- (o) St John will set the limit on the number of Full Time Equivalent (FTE) Employees which can be on long service leave at any one time.
- (p) The limit prescribed within **clause 40.11 (o)** will be equivalent to 1% of the Employees covered by the agreement who are eligible to accrue Long Service Leave, to accommodate workforce growth.
- (q) Long service leave must be taken within twelve (12) months of becoming due unless agreed otherwise between the Employee and St John.
- (r) 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.
- (s) An Employee cannot undertake any form of employment for hire or reward, while on long service leave.

- (t) Except as otherwise provided for in this Agreement, any long service leave that the Employee has become entitled to under **clauses 40.11 (c) and 40.11 (d)** above is payable upon termination of employment.
- (u) If an Employee works continuously for at least twelve (12) months in a higher classification than the Employee was originally employed, and takes long service leave no later than two (2) weeks after finishing in the higher classification, the Employee is to be paid at the higher classification rate of pay.
- (v) 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.

40.12 Long Service Leave - Cashing out

- (a) An Employee may cash out long service leave, with the agreement of St John, and 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 one (1) claim per financial year; and
 - (v) the agreement is in writing.

40.13 Parental Leave

- (a) Subject to this clause, each Employee is entitled to parental leave in accordance with the *Fair Work Act*. Parental leave includes paid leave, maternity leave, paternity/partner leave and adoption leave.
- (b) Employees (except a Casual Employee) who are the Primary Care Giver are entitled to paid parental leave plus eligible allowances as per **clause 40.13 (f)**, 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 twelve (12) months continuous service with St John.
 - (iii) A part-time Employee will receive twelve (12) weeks paid parental leave on a pro rata basis.
- (c) Paid parental leave for the Primary Care Giver may be taken as:
 - (i) twelve (12) weeks paid at the weekly base rate of pay, as per **Appendix 1 – Rates of Pay**; or
 - (ii) nine (9) weeks paid at the weekly Total Weekly pay, as per **Appendix 1 – Rates of Pay**;
 - (iii) The Employee may elect to take either option outlined in **40.13 (c) (i) and (ii)** at half pay, subsequently extending the paid leave duration accordingly.
- (d) The entitlement to paid parental leave needs to be taken as a single continuous period.

- (e) Employees eligible to access long service leave entitlements can request to take their long service leave at half pay as part of their parental leave provided the period will not exceed fifty-two (52) weeks primary parental leave.
- (f) Employees eligible to receive the Location Allowance (Zone & Country) under **clause 35.17** or Community Paramedic Location Allowance under **clause 35.18** will be paid the allowances for the period of paid parental leave (at full or half pay, dependant on the Employees chosen option).
- (g) St John will not unreasonably refuse any application for extended unpaid parental leave.
- (h) Employees (except a Casual Employee) who are not, or will not be, the Primary Care Giver for a child will be entitled to leave of eight (8) shifts paternity/partner leave without loss of pay subject to the following:
 - (i) the paid paternity/partner leave must commence within twenty-one (21) days of the birth or adoption of the child; and
 - (ii) the Employee must provide as much notice as possible; and
 - (iii) the eight (8) shifts paid paternity/partner leave must be taken as one continuous period; and
 - (iv) the Employee must complete and provide all appropriate documentation.
 - (v) a part-time Employee will receive eight (8) shifts paternity/partner leave on a pro-rata basis.

40.14 Defence Service Leave

- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Australian Defence Force Cadets may access Defence Service Leave. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (b) Application for leave of absence for Defence service will in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee will provide a certificate of attendance to St John.
- (c) An Employee is entitled to paid leave for a period not exceeding twenty (20) shifts in any period of twelve months commencing on 1 July in each year for the purpose of attending training camps, schools, classes or courses of instruction.
- (d) Part-time Employees will receive the same paid leave entitlement with their entitlement calculated on a pro-rata basis.
- (e) Casual Employees are not entitled to paid leave for the purpose of Defence service.
- (f) An Employee may elect to take leave without pay or use annual or long service leave accruals for some or all of their absence on Defence service.

40.15 Jury Service

- (a) An Employee required to attend for jury service during working hours will be paid by St John an amount equal to what the Employee would have earned had the Employee been at work for their scheduled working hours.
- (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.

40.16 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 on unpaid leave, special leave or other leave as agreed with St John.
- (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 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.

40.17 Ahpra Attendance

- (a) If an Employee is required to provide evidence or participate in an Ahpra enquiry or matter, the Employee shall be paid as if they would have worked, providing that the Employee has not had any findings by any St John investigation of misconduct relating to the enquiry.

40.18 Rate of Payment for Approved Leave

- (a) If an Employee qualifies for leave in accordance with this Agreement, the Employee will be paid at the rate of pay they receive 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 – Rates of Pay** of this Agreement, the Employee will receive the increased applicable rate of pay from the applicable time.

40.19 Special Leave

- (a) Special Leave is paid leave which may be granted by St John subject to operational requirements. This will not apply for those periods as outlined in **clause 40.19 (e)** in this Agreement.
- (b) St John will provide a specified number of Special Leave positions.
 - (i) the positions will be based on the total number of metropolitan Employees in established vehicles completing on road shifts, the quantity of special leave positions shall be:
 - A. from the Commencement this Agreement to 30 June 2025: 7%;
 - B. from 1 July 2025 – 30 June 2026: 8%; then
 - C. from 1 July 2026 – 9%.
 - (ii) the available Special Leave positions will be calculated separately for each roster type.

- (iii) the country Special Leave positions will be based on the operational requirements specific to the country location and backfill will be arranged by the country Employee accessing Special Leave.
- (c) An Employee in a metropolitan and country location may accumulate Special Leave. The Employee must advise St John in writing that they wish to accrue Special Leave when they work an additional shift. The Special Leave accrued will be in lieu of extra hours worked by the Employee.
- (d) Each Employee can apply for Special Leave up to three (3) months in advance provided that any such application is made by completing the appropriate documentation. While on Special Leave, the Employee will continue to be paid ordinary time.
- (e) Special Leave will not be granted during Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Australia Day and gazette public holidays during the Easter Period. This period includes any additional public holidays that are proclaimed due to the public holiday being carried forward to the next week or any other public holidays which have been proclaimed in Western Australia.
- (f) Special Leave can be cancelled by the Employee by providing at least twenty-four (24) hours' written notice through the appropriate documentation.
- (g) If an Employee's employment is terminated before the Employee has paid back any outstanding Special Leave, the Employee authorises St John to deduct and retain monies equal to the value of the number of hours outstanding from any final monies owed to the Employee. This will be calculated at single time based on their primary position inclusive of penalties and allowances.
- (h) Any accrued time which has not been taken as Special Leave:
 - (i) an Employee can request for some or all of their Special Leave accruals to be paid out. This will be paid out at double time. The payment will be at the rate of pay applicable to the Employee's primary position, unless the Employee can demonstrate that the special leave was accrued at a higher rate of pay. St John will not unreasonably refuse an Employee's request for accruals to be paid out.
 - (ii) will be paid out on termination of the Employee's employment at the rate of double time. The payment will be at the rate of pay applicable to the Employee's primary position.
- (i) If an Employee accesses Special Leave for a penalty shift:
 - (i) they may be required to work the equivalent shift if St John requests; and
 - (ii) if St John determines that there is a pattern of Special Leave that has resulted in an overpayment of penalties, St John may require the Employee to repay any resulting overpayment by either a payroll deduction or by working equivalent penalty shifts.

40.20 Special Leave – Accrual

- (a) An Employee in a metropolitan or country location can accrue Special Leave subject to the following:
 - (i) an Employee will not be eligible to accrue or access more than ninety-six (96) hours of special leave on any one occasion (inclusive of positive balances and negative balances);

- (ii) an Employee can accrue up to ninety-six (96) hours positive;
 - (iii) an Employee can accrue up to forty-eight (48) hours negative.
- (b) If an Employee in a metropolitan or country location has accumulated a forty-eight (48) hour negative balance it may be paid back to St John as per **clause 40.20 (d)** below.
- (c) An Employee will not be granted special leave if they have or will have more than forty-eight (48) hours owing to St John.
- (d) The time taken on special leave will be paid back by the Employee by either:
 - (i) working shifts in addition to their normal roster, at a time after the special leave (one (1) hour worked equates to one (1) hour paid back); or
 - (ii) paying an equivalent amount to St John as a cash payment based on single time their primary position rate of pay with penalties and allowances; or
 - (iii) debited against the Employee's accrued annual leave entitlement before the Employee next proceeds on rostered annual leave (one (1) hour annual leave equates to one (1) hour paid back).
- (e) If an Employee owes St John special leave hours, St John will pay only 50% of an Employee's overtime with the other 50% reducing the amount of owed hours.
- (f) An Employee with extenuating circumstances may apply to Staff Deployment to delay repayment of special leave hours with overtime. There is a requirement that these arrangements must be approved by Staff Deployment in advance.
- (g) St John will not withhold payment of overtime referred to in **clause 40.20 (e)** above, when that overtime has been earned on a shift extension unless agreed between St John and the Employee.
- (h) If an Employee does not have time accrued in advance of taking special leave, the Employee agrees to pay back the Special Leave with one of the payback provisions (or a combination) as set out in **clause 40.20 (d)**.

40.21 Special Leave – Portability

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

40.22 Special Leave Exchange

- (a) 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, specifically:
 - A. an Ambulance Paramedic must be covered by an Ambulance Paramedic.
 - (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 29** of this Agreement.
- (iv) in the event that a Special Leave exchange fails, and the Employee arranged does not perform the shift, the Time Accrued in Advance hours will be credited to St John.
- (v) if an Employee is a party to more than two (2) failed Special Leave shift exchanges in a twelve (12) month period, they will be exempt for a subsequent twelve (12) month period from either arranging a shift exchange or providing coverage for another Employee.

40.23 Exam Special Leave

- (a) An Employee appointed as a Student Ambulance Officer or Ambulance Officer who is completing a Paramedical Science Degree and is rostered to work the day they are required to attend an exam will be supported by St John to facilitate their ability to attend the exam.
- (b) If an Employee is rostered to work the day of the exam (inclusive of a night shift either commencing or concluding on the day of the exam) they are required to contact the University to request a deferral of the exam, as per university policy, to an alternative exam date when they are not rostered to work.
- (c) If the request to defer the exam cannot be accommodated by the University or the alternative date results in a progression delay, St John agree to allow the Employee to access Special Leave or arrange for the Employee to work an alternative shift(s).
- (d) In circumstances where Special Leave is required, St John will grant entitlements above those specified in **clause 40.19 - Special Leave** to support an Employee's ability to attend an exam. The Employee will be granted Special Leave for all rostered shifts on the day of the exam (inclusive of a night shift either commencing or concluding on the day of the exam). St John agree to provide Special Leave in circumstances where:
 - (i) all standard Special Leave positions have been exhausted; and/or
 - (ii) the Employee does not have the requisite number of Special leave accruals available.
- (e) **Clause 40.23** applies to exams that require an Employee to commence at a specific date and time and require completion within the allocated exam duration, such as face-to-face exams.

40.24 Leave Without Pay

- (a) A written application may be made for leave without pay and may be granted at the discretion of St John Ambulance.
- (b) Leave without pay applications will include consideration of all other applicable leave entitlements.
- (c) Leave without pay applications may be applicable for, but not limited to:
 - (i) Community Service Leave;
 - (ii) Cultural and Ceremonial Leave;
 - (iii) Family and Domestic Violence Leave in accordance with **clause 40.25**;
 - (iv) Training with Defence Service Leave in accordance with **clause 40.14**; and
 - (v) Transition to Retirement in accordance with **clause 47**.

40.25 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). To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive;
 - (ii) is emotionally or psychologically abusive;
 - (iii) is economically abusive;
 - (iv) is threatening;
 - (v) is coercive;
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- (c) Where an Employee is experiencing or attending to matters arising out of family and domestic violence, an Employee may request flexible working arrangements. The Employees request should be made to their manager.
- (d) Proof of family violence may be required by St John and may be in the form of an agreed document issued by the police service, a court, a registered medical practitioner, a family violence support service or a lawyer.

40.26 Family and Domestic Violence Leave – Paid Leave

- (a) In each twelve (12) month period, an Employee experiencing family and domestic violence may have access to ten (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 related to 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 ten (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 twelve (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 as Salary.

40.27 Paid Cultural and Ceremonial Leave (First Nations)

- (a) Employees who identify as Aboriginal or Torres Strait Islanders are entitled to up to five (5) shifts of Paid Cultural and Ceremonial 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 and Ceremonial Leave will not accrue from year to year and will not be paid out on termination.

SECTION 7: CONTRACT OF SERVICE

41 CONTRACT OF EMPLOYMENT

41.1 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.

41.2 Probation

- (a) A new Employee's employment is subject to a three (3) month probationary period, with the exception of Student Ambulance Officers and Paramedic Interns who require a six (6) month probationary period.
- (b) It is not intended that the probation 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.

42 PROGRESSION

42.1 Paramedic Progression

- (a) The following requirements must be met in order for an Employee to be appointed at the relevant classification below.
 - (i) Student Ambulance Officer - entry level for an Ambulance Officer having successfully completed the pre-employment course and been appointed to St John.
 - (ii) Ambulance Officer Grade 1 (AO1) - after twelve (12) months at Student Ambulance Officer level and having successfully completed the theoretical and practical components of the second year of the Paramedical Science Degree.
 - (iii) Ambulance Officer Grade 2 (AO2) - after twelve (12) months at Ambulance Officer Grade 1 and having successfully completed the theoretical and practical components of the third year of the Paramedical Science Degree.
 - (iv) Paramedic Intern Grade 1 (PI1) - entry level for a degree qualified Registered Paramedic with no prior operational experience in a jurisdictional ambulance service having successfully completed the theoretical and practical components determined by the Clinical Education.
 - (v) Paramedic Intern Grade 2 (PI2) - after twelve (12) months at Paramedic Intern Grade 1 and having successfully completed the theoretical and practical components determined by the Clinical Education.
 - (vi) Ambulance Paramedic 1 (AP1) - up to twelve (12) months at Ambulance Officer Grade 2 or Paramedic Intern Grade 2 and on successful completion of the theoretical and practical components of the Paramedical Science Degree.

(vii) Ambulance Paramedic 2 (AP2) - after the completion of 336 shifts as an on-road Paramedic as an AP1.

A. **Clause 42.1 (a) (vii)** shall come into effect twelve (12) months after Agreement commencement. Until this clause comes into effect, an Employee who is engaged as an AP1 shall progress to AP2 after three (3) years as an AP1.

B. An AP1 engaged at the time of **clause 42.1 (a) (vii)** coming into effect, shall have the shifts required to progress to AP2 pro rata'd.

(viii) Ambulance Paramedic 3 (AP3) - after four (4) years as an AP2.

- (b) For the purpose of **clause 42.1 (a) (vii)** a shift is any standalone shift that is at least eight (8) hours in length, this does not include overtime shifts.
- (c) St John may vary the progression and/or appointment of an Employee to any classification based on the Employee's experience and qualifications.
- (d) Payment of Ambulance Officer and Paramedic Interns Grades on progression, shall apply from the first pay period following promotion to that rank or sooner at St John's discretion.
- (e) If an Employee's employment terminates with St John and the Employee is re-employed by St John within two (2) years, the Employee will be re-employed at the equivalent classification, as provided in **clause 42.1 (a)** above, as held by the Employee at the time of termination.
- (f) If an Employee's employment terminates with St John and the Employee is re-employed by St John more than two (2) years later, the Employee will be re-employed at a classification as determined by St John.
- (g) Despite **clause 42.1 (a)** above, if an Employee is employed by St John and the Employee has previous relevant experience and/or qualifications, St John will determine the Employee's classification, provided the Employee is able to provide relevant documentation to substantiate the experience or qualifications.

42.2 Continuing Education Program

- (a) Employees must successfully complete training as required by St John as part of the Continuing Education Program (CEP).
- (b) Training will be scheduled by St John and Employees will be required to attend a minimum of four (4) days over a period of twenty-four (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 content will be developed to ensure that relevant skills and knowledge are maintained and / or enhanced as determined by St John. Non-clinical components of the scheduled CEP will not exceed 20% of total training time allocated.
- (e) The length of each training session will be ten (10) hours.
- (f) 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 Ambulance Paramedics, Paramedic Interns and Ambulance Officers.
- (g) It is the intention that the training will achieve the following:
 - (i) maintain knowledge and skills to an optimum level;
 - (ii) update staff on new skills and practices;

- (iii) update staff on Clinical Practice Guidelines and Skill Manual changes; and
 - (iv) give an opportunity for staff to make training suggestions and discuss any concerns they have in their role.
- (h) Country Employees may be required to undertake training as part of the CEP at the Employee's Country Location or in Perth at the discretion of St John.
- (i) Country Employees will have the opportunity to do up to four (4) consecutive shifts of on road shifts in the metropolitan area, as part of a normal crew with a paramedic. This may be scheduled either immediately prior or after CEP or an alternate time subject to approval by St John.

43 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 two (2) healthcare professionals selected by St John from the Referral List.
- (d) The Employee agrees to authorise the healthcare professional to release from the health assessment relevant information to St John to determine the Employee's capacity to perform their role. 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.

44 WORKERS' COMPENSATION

- (a) All Employees are covered by the *Workers' Compensation and Injury Management Act 2023* (WA).

45 EQUAL EMPLOYMENT OPPORTUNITY, DISCRIMINATION AND HARASSMENT

- (a) 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 in accordance with the *Equal Opportunity Act 1984* (WA).

46 TERMINATION OF EMPLOYMENT

46.1 Termination without notice by St John

- (a) St John may terminate an Employee's employment without notice for serious misconduct.

46.2 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 forty-five (45) years of age with two (2) or more years of continuous service with St John and St John terminates the employment, St John will give the Employee an additional one (1) weeks' 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.

46.3 Termination by Employee

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

46.4 Time Off During Notice Period

- (a) If St John has given notice of termination to an Employee, an Employee shall be allowed up to one (1) days' time-off without loss of pay for the purpose of seeking other employment. The time-off shall be taken at times that are convenient to the Employee after consultation with St John.

47 TRANSITION TO RETIREMENT

- (a) Employees who are aged fifty-five (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 John's 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 24 - Part Time** of this Agreement;
 - (ii) Job-sharing an equivalent full-time position in line with **clause 25 - Job Share** of this Agreement;
 - (iii) Transferring to the role of Ambulance Officer or Paramedic Intern within twelve (12) months' of notice being provided to St John and where the appropriate supervision is available. To avoid doubt, the following will be applied to Employees that elect to transfer:
 - A. the relevant salary and conditions of an Ambulance Officer role, and
 - B. ongoing skills maintenance and education will be required.
 - (iv) Applying for alternative roles within St John Ambulance, such as a Patient Transport Officer.
- (c) In addition, an Employee who has indicated their intention in writing to transition to retirement may, with approval of St John:
 - (i) cash out long service leave, in line with **clause 40.12**.
 - (ii) take long service leave at half of the Employee's ordinary pay, extending the period of leave they would otherwise be entitled to by double.
 - (iii) be granted four (4) weeks leave without pay per annum, subject to:
 - A. a leave request is submitted no less than twelve (12) months prior to the requested period of leave without pay;
 - B. the four (4) weeks leave without pay must align to either the first or second half of a roster; and
 - C. it will not be granted during the Christmas Period (24-31 December), New Years Eve and New Years Day.
 - (iv) 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.

SECTION 8: SIGNATURES & APPENDICES

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 Ambulance Western Australia Ltd by:

Signature of the Authorised Person:



Name in Full:

Kevin DF Brown

Position (Authority to Sign):

Group Chief Executive Officer

Address:

209 Great Eastern Highway

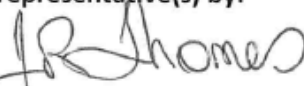
Belmont, WA 6104

Date:

23 June 2025

SIGNED on behalf of the Employees by their authorised representative(s) by:

Signature of the Authorised Person:



Name in Full:

John Thomas

Position (Authority to Sign):

Station Officer 2

Address:

Unit 2/12 Cowcher Place

Belmont, WA 6104

Date:

20/06/2025

SIGNED on behalf of United Workers Union (UWU) by their authorised representative(s) by:

Signature of the Authorised Person:



Name in Full:

Demi Pnevmatikos

Position (Authority to Sign):

Director – United Workers Union

Address:

833 Bourke Street

Docklands, VIC, 3008

Date:

25/06/2025

APPENDIX 1 – Rates of Pay

Rates of Pay - Ambulance Officer/Paramedic						
Effective from 1 July 2024 (for Employees employed the date this Enterprise Agreement commences)						
Position	Base Rate	Hourly Rate	Shift Allowance	Shift Penalty	Total Weekly	Total Annually
	Weekly		Weekly	Weekly		
Student Ambulance Officer - CPHC	\$1,225.52	\$32.25	\$-	\$-	\$1,225.52	\$63,931.33
Student Ambulance Officer – Operations	\$1,270.11	\$33.42	\$405.26	\$33.42	\$1,708.79	\$89,142.06
Ambulance Officer Grade 1	\$1,284.96	\$33.81	\$410.00	\$33.81	\$1,728.77	\$90,184.14
Ambulance Officer Grade 2	\$1,420.18	\$37.37	\$453.14	\$37.37	\$1,910.70	\$99,674.69
Paramedic Intern Year 1	\$1,284.96	\$33.81	\$410.00	\$33.81	\$1,728.77	\$90,184.14
Paramedic Intern Year 2	\$1,420.18	\$37.37	\$453.14	\$37.37	\$1,910.70	\$99,674.69
Ambulance Paramedic - AP1	\$1,674.26	\$44.06	\$534.22	\$44.06	\$2,252.54	\$117,507.69
Ambulance Paramedic - AP2	\$1,762.63	\$46.39	\$562.41	\$46.39	\$2,371.43	\$123,709.81
Ambulance Paramedic - AP3	\$1,851.36	\$48.72	\$590.72	\$48.72	\$2,490.81	\$129,937.09
Station Officer Gd 1	\$1,889.66	\$49.73	\$602.95	\$49.73	\$2,542.33	\$132,625.18
Station Officer Gd 2	\$1,927.43	\$50.72	\$615.00	\$50.72	\$2,593.15	\$135,275.98
Station Officer Gd 3	\$1,964.95	\$51.71	\$626.97	\$51.71	\$2,643.63	\$137,909.25
Grandfathered Clinical Education Trainer ¹	\$1,964.96	\$51.71	\$626.97	\$51.71	\$2,643.63	\$137,909.70
Grandfathered Clinical Education Training Coordinator ²	\$2,003.52	\$52.72	\$639.27	\$52.72	\$2,695.52	\$140,616.22
Critical Care Paramedic Intern	\$2,113.06	\$55.61	\$674.23	\$55.61	\$2,842.89	\$148,304.24
Critical Care Paramedic	\$2,265.45	\$59.62	\$722.85	\$59.62	\$3,047.92	\$159,000.00
Aircrew Clinician Lead	\$2,389.46	\$62.88	\$762.42	\$62.88	\$3,214.76	\$167,703.17
Clinical Support Paramedic ²	\$2,113.06	\$55.61	\$674.23	\$55.61	\$2,842.89	\$148,304.24
Secondary Triage Paramedic ²	\$2,003.52	\$52.72	\$639.27	\$52.72	\$2,695.52	\$140,616.22
Community Paramedic ¹	\$2,153.31	\$56.67	\$687.07	\$56.67	\$2,897.04	\$151,129.08
Paramedic Special Operations	\$1,965.10	\$51.71	\$627.02	\$51.71	\$2,643.83	\$137,919.70
Extended Care Paramedic Intern	\$2,113.06	\$55.61	\$674.23	\$55.61	\$2,842.89	\$148,304.24
Extended Care Paramedic	\$2,179.96	\$57.37	\$695.57	\$57.37	\$2,932.91	\$153,000.00
Job sharers are pro-rata salary split.						
¹ Acting Positions. Only paid whilst rostered to the position.						
² Acting Positions. Paid at all times when in this temporary position.						
Shift Loading	Night	15%				
	Saturday	50%				
	Sunday	75%				
Casual rates incur 25% loading						

Rates of Pay - Ambulance Officer/Paramedic						
Effective from 1 July 2025						
Position	Base	Hourly	Shift	Shift	Total	Total
	Rate	Rate	Allowance	Penalty	Weekly	Annually
	Weekly		Weekly	Weekly		
Student Ambulance Officer - CPHC	\$1,286.80	\$33.86	\$-	\$-	\$1,286.80	\$67,127.90
Student Ambulance Officer – Operations	\$1,333.61	\$35.10	\$425.52	\$35.10	\$1,794.23	\$93,599.16
Ambulance Officer Grade 1	\$1,349.20	\$35.51	\$430.50	\$35.51	\$1,815.21	\$94,693.34
Ambulance Officer Grade 2	\$1,491.19	\$39.24	\$475.80	\$39.24	\$2,006.23	\$104,658.43
Paramedic Intern Year 1	\$1,349.20	\$35.51	\$430.50	\$35.51	\$1,815.21	\$94,693.34
Paramedic Intern Year 2	\$1,491.19	\$39.24	\$475.80	\$39.24	\$2,006.23	\$104,658.43
Ambulance Paramedic - AP1	\$1,757.98	\$46.26	\$560.93	\$46.26	\$2,365.17	\$123,383.08
Ambulance Paramedic - AP2	\$1,850.77	\$48.70	\$590.53	\$48.70	\$2,490.00	\$129,895.30
Ambulance Paramedic - AP3	\$1,943.93	\$51.16	\$620.26	\$51.16	\$2,615.35	\$136,433.94
Station Officer Gd 1	\$1,984.14	\$52.21	\$633.09	\$52.21	\$2,669.45	\$139,256.44
Station Officer Gd 2	\$2,023.80	\$53.26	\$645.75	\$53.26	\$2,722.81	\$142,039.78
Station Officer Gd 3	\$2,063.20	\$54.29	\$658.32	\$54.29	\$2,775.81	\$144,804.71
Grandfathered Clinical Education Trainer ¹	\$2,063.20	\$54.29	\$658.32	\$54.29	\$2,775.82	\$144,805.18
Grandfathered Clinical Education Training Coordinator ²	\$2,103.69	\$55.36	\$671.24	\$55.36	\$2,830.29	\$147,647.03
Critical Care Paramedic Intern	\$2,218.71	\$58.39	\$707.94	\$58.39	\$2,985.04	\$155,719.45
Critical Care Paramedic	\$2,378.73	\$62.60	\$758.99	\$62.60	\$3,200.32	\$166,950.00
Aircrew Clinician Lead	\$2,508.93	\$66.02	\$800.54	\$66.02	\$3,375.49	\$176,088.32
Clinical Support Paramedic ²	\$2,218.71	\$58.39	\$707.94	\$58.39	\$2,985.04	\$155,719.45
Secondary Triage Paramedic ²	\$2,103.69	\$55.36	\$671.24	\$55.36	\$2,830.29	\$147,647.03
Community Paramedic ¹	\$2,260.97	\$59.50	\$721.42	\$59.50	\$3,041.89	\$158,685.53
Paramedic Special Operations	\$2,063.35	\$54.30	\$658.37	\$54.30	\$2,776.02	\$144,815.69
Extended Care Paramedic Intern	\$2,218.71	\$58.39	\$707.94	\$58.39	\$2,985.04	\$155,719.45
Extended Care Paramedic	\$2,288.96	\$60.24	\$730.35	\$60.24	\$3,079.55	\$160,650.00
Job sharers are pro-rata salary split.						
¹ Acting Positions. Only paid whilst rostered to the position.						
² Acting Positions. Paid at all times when in this temporary position.						
Shift Loading	Night	15%				
	Saturday	50%				
	Sunday	75%				
Casual rates incur 25% loading						

Rates of Pay - Ambulance Officer/Paramedic						
Effective from 1 July 2026						
Position	Base	Hourly	Shift	Shift	Total	Total
	Rate	Rate	Allowance	Penalty	Weekly	Annually
	Weekly		Weekly	Weekly		
Student Ambulance Officer - CPHC	\$1,351.14	\$35.56	\$-	\$-	\$1,351.14	\$70,484.30
Student Ambulance Officer – Operations	\$1,400.29	\$36.85	\$446.80	\$36.85	\$1,883.94	\$98,279.12
Ambulance Officer Grade 1	\$1,416.66	\$37.28	\$452.02	\$37.28	\$1,905.97	\$99,428.01
Ambulance Officer Grade 2	\$1,565.75	\$41.20	\$499.59	\$41.20	\$2,106.54	\$109,891.35
Paramedic Intern Year 1	\$1,416.66	\$37.28	\$452.02	\$37.28	\$1,905.97	\$99,428.01
Paramedic Intern Year 2	\$1,565.75	\$41.20	\$499.59	\$41.20	\$2,106.54	\$109,891.35
Ambulance Paramedic - AP1	\$1,845.88	\$48.58	\$588.98	\$48.58	\$2,483.43	\$129,552.23
Ambulance Paramedic - AP2	\$1,943.30	\$51.14	\$620.06	\$51.14	\$2,614.50	\$136,390.06
Ambulance Paramedic - AP3	\$2,041.12	\$53.71	\$651.27	\$53.71	\$2,746.11	\$143,255.64
Station Officer Gd 1	\$2,083.35	\$54.83	\$664.75	\$54.83	\$2,802.92	\$146,219.26
Station Officer Gd 2	\$2,124.99	\$55.92	\$678.03	\$55.92	\$2,858.95	\$149,141.77
Station Officer Gd 3	\$2,166.36	\$57.01	\$691.23	\$57.01	\$2,914.60	\$152,044.95
Grandfathered Clinical Education Trainer ¹	\$2,166.36	\$57.01	\$691.23	\$57.01	\$2,914.61	\$152,045.44
Grandfathered Clinical Education Training Coordinator ²	\$2,208.88	\$58.13	\$704.80	\$58.13	\$2,971.81	\$155,029.38
Critical Care Paramedic Intern	\$2,329.65	\$61.31	\$743.33	\$61.31	\$3,134.29	\$163,505.42
Critical Care Paramedic	\$2,497.66	\$65.73	\$796.94	\$65.73	\$3,360.33	\$175,297.50
Aircrew Clinician Lead	\$2,634.38	\$69.33	\$840.57	\$69.33	\$3,544.27	\$184,892.74
Clinical Support Paramedic ²	\$2,329.65	\$61.31	\$743.33	\$61.31	\$3,134.29	\$163,505.42
Secondary Triage Paramedic ²	\$2,208.88	\$58.13	\$704.80	\$58.13	\$2,971.81	\$155,029.38
Community Paramedic ¹	\$2,374.02	\$62.47	\$757.49	\$62.47	\$3,193.99	\$166,619.81
Paramedic Special Operations	\$2,166.52	\$57.01	\$691.28	\$57.01	\$2,914.82	\$152,056.47
Extended Care Paramedic Intern	\$2,329.65	\$61.31	\$743.33	\$61.31	\$3,134.29	\$163,505.42
Extended Care Paramedic	\$2,403.41	\$63.25	\$766.87	\$63.25	\$3,233.53	\$168,682.50
Job sharers are pro-rata salary split.						
¹ Acting Positions. Only paid whilst rostered to the position.						
² Acting Positions. Paid at all times when in this temporary position.						
Shift Loading	Night	15%				
	Saturday	50%				
	Sunday	75%				
Casual rates incur 25% loading						

Rates of Pay (Total Annually) - Clinical Education Trainer ¹				
Position	Agreement Commencement¹	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
AP1	\$123,383.08	\$129,552.23	\$136,029.84	per year
AP2	\$129,895.30	\$136,390.06	\$143,209.57	per year
AP3	\$136,433.94	\$143,255.64	\$150,418.42	per year
SO1	\$139,256.44	\$146,219.26	\$153,530.23	per year
SO2	\$142,039.78	\$149,141.77	\$156,598.85	per year
SO3	\$144,804.71	\$152,044.95	\$159,647.19	per year
CCP	\$166,950.00	\$175,297.50	\$184,062.38	per year

¹ Agreement Commencement means the date where the Agreement becomes operational as advised by the Fair Work Commission.

Rates of Pay (Total Annually) - Clinical Education Training Coordinator¹				
Position	Agreement Commencement¹	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
AP1	\$125,733.23	\$132,019.89	\$138,620.88	per year
AP2	\$132,369.49	\$138,987.97	\$145,937.37	per year
AP3	\$139,032.68	\$145,984.32	\$153,283.54	per year
SO1	\$141,908.94	\$149,004.39	\$156,454.61	per year
SO2	\$144,745.30	\$151,982.56	\$159,581.69	per year
SO3	\$147,562.90	\$154,941.04	\$162,688.09	per year
CCP	\$170,130.00	\$178,636.50	\$187,568.33	per year

¹ Agreement Commencement means the date where the Agreement becomes operational as advised by the Fair Work Commission.

APPENDIX 2

(for Employees employed at the time of Agreement Commencement)

Allowances - Ambulance Officer/Paramedic				
Description of Allowance	First Increase	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
% Increase Increments	varied	5%	5%	
Community Paramedic Allowance ¹	\$919.40	\$965.37	\$1,013.64	per week – for solo Community Paramedics only
Broken Crib Break Allowance – Day 1 ¹	\$25.00	\$26.25	\$27.56	per instance
Broken Crib Break Allowance – Day 2 ²	\$50.00	\$52.50	\$55.13	per instance
Broken Crib Break Allowance – Day 3 ²	\$75.00	\$78.75	\$82.69	per instance
Broken Crib Break Allowance – Day 4 ²	\$100.00	\$105.00	\$110.25	per instance
Country Training Travel Allowance ¹	\$206.50	\$216.83	\$227.67	per night
Helicopter Flight Allowance ¹	\$93.26	\$97.92	\$102.82	per day
Overtime Meals Allowance ¹	\$17.23	\$18.09	\$18.99	per meal
Proximity Allowance ¹	\$257.70	\$270.59	\$284.12	per week
Special Operations Allowance ¹	\$93.25	\$97.91	\$102.81	per day
Camping Without Facilities Allowance ²	\$99.15	\$104.11	\$109.32	per night
Deployment Allowance ²	\$93.25	\$97.91	\$102.81	per day
Night Shift Payment ²	\$90.54	\$95.07	\$99.82	per shift
Working with Volunteer Allowance ³	\$39.35	\$41.31	\$43.38	per shift
On Road Tutor Allowance ¹	\$39.35	\$41.31	\$43.38	per shift

¹ Rate applies effective 1 July 2024.

² Rate only applies from the Agreement Commencement date rather than 1 July 2024.

³ Rate Applies effective 1 July 2024, except for the Community Paramedics, where the allowance is payable from the Commencement of the Agreement.

On Call Roster Allowance				
Description of Allowance	First Increase (1 July 2024)	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
AP1 ¹	\$8.37	\$8.79	\$9.23	per hour
AP2 ¹	\$8.81	\$9.25	\$9.71	per hour
AP3 ¹	\$9.26	\$9.72	\$10.21	per hour
SO1 ¹	\$9.45	\$9.92	\$10.42	per hour
SO2 ¹	\$9.64	\$10.12	\$10.63	per hour
SO3 ¹	\$9.82	\$10.32	\$10.84	per hour
CP ¹	\$10.77	\$11.30	\$11.87	per hour
CCP ¹	\$11.33	\$11.89	\$12.48	per hour
PSO ¹	\$9.83	\$10.32	\$10.84	per hour

¹ Rate applies effective 1 July 2024.

Location Allowance (Zone and Country) ¹ Seconded Employees only (excluding Community Paramedics)				
Description of Allowance	First Increase (1 July 2024)	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
Southern Coastal	\$42.12	\$44.22	\$46.43	per week
Wheatbelt	\$42.12	\$44.22	\$46.43	per week
Great-Southern	\$42.12	\$44.22	\$46.43	per week
Southern Forrest	\$42.12	\$44.22	\$46.43	per week
Metro Surrounding Area	\$18.32	\$19.23	\$20.19	per week
Northwest	\$257.11	\$269.97	\$283.47	per week
Goldfields	\$54.95	\$57.70	\$60.59	per week
Geraldton	\$82.33	\$86.45	\$90.77	per week

Community Paramedic Location Allowance ¹				
Description of Allowance	Agreement Commencement ¹	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
Tier Two				
Southern Coastal	\$42.12	\$44.22	\$46.43	per week
Wheatbelt	\$42.12	\$44.22	\$46.43	per week
Great-Southern	\$42.12	\$44.22	\$46.43	per week
Mid-West Coastal	\$82.33	\$86.45	\$90.77	per week
Southern Forrest	\$42.12	\$44.22	\$46.43	per week
Toodyay	\$18.32	\$19.23	\$20.19	per week
Tier One				
Northwest	\$429.50	\$450.98	\$473.53	per week
Mid-West Remote	\$429.50	\$450.98	\$473.53	per week
Goldfields	\$429.50	\$450.98	\$473.53	per week

¹ Agreement Commencement means the date where the Agreement becomes operational as advised by the Fair Work Commission.

Regional Support Allowances				
Permanent Employees Only				
Location	Agreement Commencement¹	Second Increase (1 July 2025)	Third Increase (1 July 2026)	Payment
Kununurra	\$1,828.92	\$1,920.36	\$2,016.38	per week
Karratha	\$1,828.92	\$1,920.36	\$2,016.38	per week
Newman	\$1,828.92	\$1,920.36	\$2,016.38	per week
Broome	\$1,828.92	\$1,920.36	\$2,016.38	per week
Port Hedland	\$1,828.92	\$1,920.36	\$2,016.38	per week
Kalgoorlie	\$1,047.28	\$1,099.64	\$1,154.62	per week
Carnarvon	\$1,047.28	\$1,099.64	\$1,154.62	per week
Norseman	\$1,047.28	\$1,099.64	\$1,154.62	per week
Merredin	\$424.21	\$445.42	\$467.69	per week
Narrogin	\$424.21	\$445.42	\$467.69	per week
Geraldton	\$220.55	\$231.58	\$243.16	per week
Esperance	\$220.55	\$231.58	\$243.16	per week
Albany	\$95.44	\$100.22	\$105.23	per week
Margaret River	\$95.44	\$100.22	\$105.23	per week
Collie	\$95.44	\$100.22	\$105.23	per week
Busselton	\$47.72	\$50.11	\$52.62	per week
East Bunbury	\$47.72	\$50.11	\$52.62	per week
Bunbury	\$47.72	\$50.11	\$52.62	per week
Australind	\$47.72	\$50.11	\$52.62	per week
Harvey	\$47.72	\$50.11	\$52.62	per week

¹ Agreement Commencement means the date where the Agreement becomes operational as advised by the Fair Work Commission.

APPENDIX 3A

Components of Pay and Leave

Ambulance Officer / Paramedic Pay Components:

- Base Rate Weekly (Base) as per **Appendix 1 – Rates of Pay**
 - Payment for working 38 hours per week
- Hourly Rate
 - The hourly rate is derived from dividing Base Rate Weekly by 38 hours
- Shift Allowance per week (see **Appendix 3B** and **3C**)
 - Is calculated by using the following loadings reflected in **Appendix 1 – Rates of Pay**
 - Night shift 15%
 - Saturdays 50%
 - Sundays 75%
 - Refer to **Appendix 3B** and **3C** for the calculations
- Shift Penalty per week
 - The Shift Penalty is equal to one hour of the Hourly Rate.
- Total Weekly Rate
 - This is the Base, Shift Allowance and the Shift Penalty added together.
- Total Annual Rate
 - Total Annual Rate is the Total Weekly Rate times 52.1667 weeks per annum.

Ambulance Officer / Paramedic Leave

- Annual Leave
 - Four (4) consecutive weeks of leave per annum with payment of base rate weekly.
 - With a leave loading of 17.5% calculated on four (4) weeks of weekly base rate or Shift Allowance for the four (4) weeks, whichever is the greater.
 - Currently the four (4) weeks of Shift Allowance is the greater value
- Additional Leave for Public Holidays (2 weeks)
 - One week of leave per annum for working on Sundays and Public Holidays to be taken in conjunction with annual leave.
 - One week of leave per annum in lieu of Public Holidays falling on rostered days off to be taken in conjunction with annual leave.
- Additional Leave for Accrued Days Off (2.4 weeks)
 - The extra two hours were converted in 1st July 1986 to 2.4 weeks of accrued days off (ADOs) per annum, two weeks to be taken in conjunction with annual leave, and;
 - The balance of ADOs as a payment of 0.4 of a week has been rolled into the hourly rate as of the Collective Agreement 2008-2011.
- Public Holiday Penalty
 - Payment of one week of ordinary rate has been rolled into the hourly rate as of the Collective Agreement 2008-2011, in lieu of any penalties for working on Public Holidays.

APPENDIX 3B

Note: The below calculations are based on the hours of work that were performed in 2011, specifically a 10 hour day and 14 hour night. The hours of work have changed, however, the shift penalty calculations remain to be based on a 14 hour night shift.

Base Rate Weekly as at 1st July 2011 for AP1 \$1,150.32
Hourly Rate based on 38 hours per week \$30.2716

Day shift 2 10 hours
 Night shift 2 14 hours
 Roster 4 on 4 off
 There are 7 rotations in an 8 week roster cycle
 There are 48 hours worked in 1 rotation

Therefore 336 hours worked in 8 week roster cycle
 that is 42 hours per week (average)

But 2 hours per week are contributed to leave as accrued days off (ADOs)

or 16 hours per 8 wk roster cycle are contributed to leave as ADOs

Therefore 320 hours per 8 wk roster cycle still to be compensated

In an eight week period the following shifts are worked on the 224 Roster

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

Hours worked in an 8 week roster cycle on each day of the week

	Total	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Weekday Days	100	20	20	20	20	20	20	20
Weekday Nights	140	28	28	28	28	28	28	28
Sat & Sun	96						48	48
Total	336							
Subtract	16	from Weekdays Days						
Weekday Days	84	hours after the deduction of 16 hours per 8 wk roster cycle which are contributed to additional leave annually as ADOs						

From the above totals, the Base Rate Weekly and Shift Allowance can be calculated

Percentages		Multiplier	hrs / 8 wks	Total	Rate /hr	\$ / 8 wks
Weekday Days	0 %		84	84.00	\$30.2716	\$2,542.81
Weekday Nights	15 %	1.15	140	161.00	\$30.2716	\$4,873.73
Saturdays	50 %	1.5	48	72.00	\$30.2716	\$2,179.56
Sundays	75 %	1.75	48	84.00	\$30.2716	\$2,542.81
Total compensation for 8 weeks						\$12,138.91

For "weekly compensation" divide by 8

Weekly Compensation \$1,517.36

Paramedic Wages

Base Rate Weekly \$1,150.32

Shift Allowance per week	(subtract Base Rate Weekly from Weekly Compensation)	\$367.04
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To complete the Total Weekly Rate add

Shift Penalty per week (equal to hourly rate) \$30.2716

Total Weekly Rate (including allowances and penalties) \$1,547.63

APPENDIX 3C

Note: The below calculations are based on the hours of work that were performed in 2011, specifically a 10 hour day and 14 hour night. The hours of work have changed, however, the shift penalty calculations remain to be based on a 14 hour night shift.

Base Rate Weekly as at 1st July 2014 for AP1 \$1,293.60
Hourly Rate based on 38 hours per week \$34.0400

Day shift 2 11 hours
 Night shift 2 13 hours
 Roster **4 on 4 off**
 There are 7 rotations in an 8 week roster cycle
 There are 48 hours worked in 1 rotation
 Therefore 336 hours worked in 8 week roster cycle
 that is 42 hours per week (average)
 But 2 hours per week are contributed to leave as accrued days off (ADOs)
or 16 hours per 8 wk roster cycle are contributed to leave as ADOs
 Therefore 320 hours per 8 wk roster cycle still to be compensated

In an eight week period the following shifts are worked on the 224 Roster

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

Hours worked in an 8 week roster cycle on each day of the week

	Total	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Weekday Days	110	22	22	22	22	22	22	22
Weekday Nights	130	26	26	26	26	26	26	26
Sat & Sun	96						48	48
Total	336							
Subtract	16	from Weekdays Days						
Weekday Days	94	hours after the deduction of 16 hours per 8 wk roster cycle which are contributed to additional leave annually as ADOs						

From the above totals, the Base Rate Weekly and Shift Allowance can be calculated

Percentages		Multiplier	hrs / 8 wks	Total	Rate /hr	\$ / 8 wks
Weekday Days	0 %		94	94.00	\$34.0400	\$3,199.76
Weekday Nights	15 %	1.15	130	149.50	\$34.0400	\$5,088.98
Saturdays	50 %	1.5	48	72.00	\$34.0400	\$2,450.88
Sundays	75 %	1.75	48	84.00	\$34.0400	\$2,859.36
				Total compensation for 8 weeks		\$13,598.98

For "weekly compensation" divide by 8

Weekly Compensation **\$1,699.87**

Paramedic Wages

Base Rate Weekly **\$1,293.60**

Shift Allowance per week (subtract Base Rate Weekly from Weekly Compensation) \$406.27

To complete the Total Weekly Rate add

Shift Penalty per week (equal to hourly rate) **\$34.0400**

Total Weekly Rate (including allowances and penalties) \$1,733.91

Appendix 4

IN THE FAIR WORK COMMISSION AT PERTH

Fair Work Act 2009

s.185 – Application for approval of a single enterprise agreement

Matter No: AG2025/2036

Matter: Application by St John Western Australia Ltd

Applicant: St John Western Australia Ltd

Undertaking – Section 190

I, Hailey Maree Harvey, Senior Industrial Relations Specialist have the authority given to me by St John Ambulance Western Australia Ltd. to give the following undertakings with respect to the *St John Ambulance Western Australia Ltd. Ambulance Officers' / Paramedics Enterprise Agreement 2024 (Agreement)*:

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. The Agreement will operate subject to the NES insofar as employees are entitled to Compassionate Leave in accordance with section 104 of the *Fair Work Act 2009*.
3. Where a Casual Employee is required to attend work at St John Ambulance Western Australia Ltd, they shall receive the following penalty rates on top of the casual loaded rate:
 - (a) Night Shift 15%
 - (b) Saturday 50%
 - (c) Sunday 75%
 - (d) Public Holidays 150%
4. Further to Clause 28, any Employee working a full shift of more than 5 hours duration, but less than 10 hours in duration will be entitled to a paid crib break of 20 minutes, during the span of their shift. Should this crib break be interrupted or not provided, the Employee shall be entitled to the spoilt meal break allowance as per the *Ambulance and Patient Transport Industry Award 2020*. For the purposes of this undertaking, a recall to work shall not be treated as a shift.
5. Where an Employee is required to act in a position of higher classification (relief or secondment) they shall be paid at the higher classification rate for the duration of the relief or secondment period only. This ensures that Employees receive the appropriate pay rate corresponding to the classification in which they are performing.
6. Further to Clause 42, no employee shall stay in the classification of Student Ambulance Officer – CPHC for more than 12 months. Should an Ambulance Officer – Grade 1 remain in the classification after 12 months, they will have their earnings reconciled on a monthly basis to ensure they are better off overall by at least 2%. Should there be a shortfall, the employee will be compensated to ensure they are at least 2% better off overall.

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: 14th July 2025