



# DECISION

*Fair Work Act 2009*

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

## **St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd** (AG2024/1345)

Ambulance and patient transport

COMMISSIONER LIM

PERTH, 5 JUNE 2024

*Application for approval of the St John Ambulance Western Australia Ltd. Patient Transport Services Enterprise Agreement 2023.*

[1] St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *St John Ambulance Western Australia Ltd. Patient Transport Services Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

### **Objections to the Agreement's approval**

[2] One of the bargaining representatives, Mr Eepeng Cheong, raised two concerns regarding the Agreement:

- (a) **Casuals who were entitled to vote** – Mr Cheong submitted that casual employees were only eligible to vote on the Agreement if they worked a shift in the access period. Mr Cheong further submitted that a high number of casuals he spoke to were unable to secure a shift during this period and were deemed ineligible to vote.
- (b) **Clause 10(g) of the Agreement** – Mr Cheong submitted that during bargaining he had pressed for the wording in clause 10(g) to be amended to align with the Applicant's other enterprise agreements. Mr Cheong further submitted that the clause will impact on the ability of casual employees to maintain their employment while undertaking other commitments; the flexibility of casuals; resourcing for both on-road officers and office support staff; and the mental health of casual employees.

[3] The Applicant and UWU provided the following views on Mr Cheong's concerns:

- (a) The issue of whether a casual employee is eligible to vote on an agreement is well-established – only casuals who were employed at the time of the vote are eligible to vote.
- (b) Clause 10(g) was discussed extensively in bargaining. This is a bargaining issue and is not a BOOT concern or barrier to approval.

[4] Mr Cheong was given the opportunity to inform my chambers whether he sought to be heard or lead evidence in support of his concerns. Mr Cheong did not provide a response. Accordingly, I have determined his objections based on the material before me.

[5] I agree with the Applicant's and UWU's position regarding the eligibility of casual employees to vote on the Agreement and rely on *National Tertiary Education Industry Union v Swinburne University of Technology* [2015] FCAFC 98 and *Kmart Australia Limited t/a Kmart and Others* [2019] FWCFB 7599 in support of this. I also agree that Mr Cheong's concerns regarding clause 10(g) are a bargaining issue and is not something that speaks to the statutory requirements that apply to the approval of enterprise agreements. I find that Mr Cheong's concerns are not an impediment to the Agreement's approval.

### **Statutory requirements**

[6] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth) (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[7] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement under s 173(2) was 22 December 2022.

[8] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[9] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[10] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[11] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (NES):

- a) Personal Leave – Notification on Absence: Agreement Clause 30.4 provides that an employee must notify the employer at least 2 hours prior on day shift and 4 hours prior on night shift of their absence. This appears inconsistent with s 107 of the Act;
- b) Compassionate Leave – Agreement Clause 30.6:
  - i) General Entitlement – Agreement Clause 30.6 does not provide an entitlement to compassionate leave in circumstances of stillbirth or miscarriage in accordance with s.104 of the Act;
  - ii) Limitation on Leave – Agreement Clause 30.6 states that “employees are entitled to compassionate leave not exceeding the number of hours worked by the employee in four ordinary days of work”. Given that other leave entitlements accrual under the Agreement are dependent on roster patterns, it is unclear how much compassionate leave employees are entitled to; and
- c) Notice of Termination – Withholding Monies: Agreement Clause 35.3(c) provides that where an employee does not provide 7 days’ notice, the employer may deduct and retain monies due to the employee on termination. This may restrict an employee’s entitlement to payment of NES entitlements upon termination of employment.

[12] However, I am satisfied that under clause 4.3 of the Agreement, the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[13] The United Workers Union (the **organisation**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[14] The Agreement was approved on 5 June 2024 and, in accordance with s 54, will operate from 12 June 2024. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

[2024] FWCA 2064

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/1345

Applicant:

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

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

**Undertaking – Section 190**

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

1. Further to clause 12:
  - a. All work performed as a Multi Hire Engagement will be paid at overtime rates (200%) once the employee has reached 38 hours of engagement in one week, across St John WA operations.
  - b. Should an employee work more than 10 consecutive shifts without employee agreement, or 12 consecutive shifts with employee agreement, then overtime will be payable for each additional shift at triple time (300%), this includes consecutive shifts worked across other Enterprise Agreements within St John WA.
2. In respect to clauses 11(j) and 14(h) Part Time or Job Share employees will not be offered additional hours unless there is an agreed written variation or an IFA in effect. This does not apply to Immediate Call Backs; Shift Extensions; or where the employee works a fixed roster, beyond 76 hours in a fortnight.
3. Further to clause 27 (d), if an employee is scheduled to work a shift that includes hours worked between the hours of 18:00 and 06:00 and, the hours worked between 1800 and 0600 are less than 3.5 hours, the employee will receive a \$25.00 allowance per shift.

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: 22 May 2024



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

**ST JOHN AMBULANCE WESTERN AUSTRALIA LTD  
PATIENT TRANSPORT SERVICES  
ENTERPRISE AGREEMENT 2023**

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## 1 AGREEMENT TITLE

This Agreement is to be known as the St John Ambulance Western Australia Ltd. Patient Transport Services Enterprise Agreement 2023.

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## 2 AIMS AND OBJECTIVES OF THE AGREEMENT

This Agreement is intended to consolidate on previous initiatives and reflects St John's ongoing commitment to establishing a strong and lasting working relationship with its Employees.

As such, the primary objectives of this Agreement are to:

- (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 transfer 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.

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## 3 DEFINITIONS

<b>Agreement</b>	means this Agreement, known as the St John Ambulance Western Australia Ltd. Patient Transport Services Enterprise Agreement 2023.
<b>Allocated Position</b>	means an entitlement to a position on a vehicle at a metropolitan Station (formerly known as a 'Permanent Position').
<b>Ambulance Transport Officer (Transport Officer)</b>	<p>means an Employee engaged as an Ambulance Transport Officer who holds the required qualifications and has completed St John's training requirements.</p> <p>The indicative duties of an Ambulance Transport Officer include patient care and transport of non-emergency patients.</p> <p>For the purpose of this definition:</p> <ul style="list-style-type: none"><li>• <b>Non-emergency patient</b> means a patient assessed by St John as being non-emergency, including a patient who requires urgent but not time critical inter-hospital transportation or who is booked for a response at a predetermined time.</li></ul>

<b>Approved Leave</b>	means a period of leave approved and taken in accordance with this Agreement.
<b>Classification</b>	means any one of the classifications set out in Appendix 1 of this Agreement.
<b>Clinical Education</b>	formerly known as the College of Pre Hospital Care run by St John.
<b>Clinically Suitable Patient</b>	means a patient has been assessed by St John as having suitable clinical acuity for attendance by a Medic.
<b>Commencement</b>	has the meaning given in <b>clause 4.4(a)</b> .
<b>Country Employee</b>	has the meaning given at <b>clause 18.1(b)</b> .
<b>Country Location</b>	has the meaning given at <b>clause 18.1(b)</b> .
<b>Consultative Committee</b>	means the committee established under <b>clause 6</b> .
<b>Employee/s</b>	means a person employed in the classifications in <b>APPENDIX 1</b> of this Agreement, each an Employee.
<b>Extension Overtime</b>	means time which is worked as an extension of the Employees' rostered shift.
<b>Fair Work</b>	means the Fair Work Commission as established under the Fair Work Act.
<b>Fair Work Act</b>	means the <i>Fair Work Act 2009</i> (Cth) as amended or replaced.
<b>Home Station</b>	means the closest station to an Employee's home to which they could be rostered to work.
<b>Immediate Family</b>	means: <ul style="list-style-type: none"> <li>(a) a spouse or former spouse, de facto partner or former de facto partner, child, step-child, foster child, parent, step-parent, grandparent, grandchild or sibling of the Employee; or</li> <li>(b) a child, parent, step-parent, grandparent, grandchild or sibling of the Employee's Spouse.</li> </ul>
<b>Leave Entitlement</b>	means leave which is fully accrued and can be taken when approved by St John.
<b>Leave Roster</b>	means a block of leave allocated to each eligible Employee by St John.

**Medic**

means an Employee engaged as a Medic who is a Registered Paramedic and has completed St John's training requirements.

The indicative duties of a Medic include:

- assessment, treatment, care and transport of non-emergency, clinically suitable patients;
- assessment, treatment, care and transport of urgent (excluding time critical) inter-hospital, clinically suitable patients.

Nothing in this definition is intended to prevent a Medic providing emergency care in accordance with their qualifications and authorised scope in the event of an emergency, including a life-threatening emergency until such time as an Ambulance Officer or Ambulance Paramedic is in attendance, or accessing clinical support to provide this emergency care. In exceptional circumstances where an Ambulance is not available to attend and relieve the Medic (including for reasons of geography) and patient needs require it, a Medic may provide first response care if approved by an authorised clinical personnel and under the guidance of clinical support.

**Mental Health Transport Officer (MHTO)**

means an Employee who holds the required qualifications and has completed St John's training requirements and who is engaged to perform work in accordance with **clause 24** of this Agreement.

**Non-emergency patient**

means a patient assessed by St John as being non-emergency, including a patient who requires urgent but not time critical inter-hospital transportation or who is booked for a response at a predetermined time.

**Ordinary Time**

means the base rate of pay plus, where applicable, the excess hours and shift penalties (as per **APPENDIX 1**).

**On Road Tutor**

For the purposes of a Transport Officer, means an Employee with 2 years' of full-time equivalent experience as a Transport Officer.

For the purposes of a Medic, means;

- a Medic who has been engaged as a Medic for at least 6 months for the purposes of IHPT tutoring; or
- a Medic who has been engaged for at least 8 months as a Medic, plus has done at least 10 independent LAR shifts for the purposes of LAR mentoring.

<b>Parties</b>		means those parties listed in <b>clause 4.2</b> of this Agreement.
<b>People Department</b>	<b>Services</b>	The department within the People stream who guides and manages the general human resource service, policies and programs for the People and Culture Directorate.
<b>Permanent Employee</b>	<b>Country</b>	has the meaning given in in <b>clause 18.1(c)</b> .
<b>Posting Employee</b>		has the meaning given in in <b>clause 18.1(c)</b> .
<b>Preferred Position</b>		means a position at a Station at which the Employee has requested an Allocated Position.
<b>Primary Care Giver</b>		means a person who has principal care of a child such that the person meets the child's physical needs more than anyone else. Only one person can be a child's primary care giver at any one time.
<b>Primary Classification</b>		Means a classification within St John that the Employee currently holds.
<b>Referral List</b>		means a list of healthcare professionals compiled by St John.
<b>Registered Paramedic</b>		means an individual who holds a current registration with the Paramedicine Board of Australia and is included on the public register of paramedicine practitioners.
<b>Relief Employee</b>		has the meaning given in <b>clause 18.1(c)</b> .
<b>Rostered Station</b>		means the Station at which an Employee is rostered to work.
<b>Secondary Classification</b>		A Classification where an Employee works on a casual basis within a different Classification to their Primary Classification.
<b>Shift Worker</b>		means an Employee who is regularly rostered to work over 7 days a week and is regularly rostered to work on Sundays and public holidays. For the purposes of the National Employment Standards, Shift Workers are entitled to additional Annual Leave in accordance with <b>clause 31.1</b> of this Agreement.
<b>Spouse</b>		includes a former Spouse, De Facto Spouse, or a former De Facto Spouse.
<b>Station</b>		means a work location with operational ambulance vehicles assigned to it within the metropolitan region (as defined by St John).

<b>St John</b>	means St John Ambulance Western Australia Ltd.
<b>Union</b>	means the United Workers Union.
<b>Weekly Base Rate of Pay</b>	means the weekly pay calculated from the hourly rate then multiplied by 38.

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## 4 APPLICATION OF THE AGREEMENT

### 4.1 Scope

This Agreement covers and applies to:

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

### 4.2 Parties to the Agreement

The parties to the Agreement are:

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

### 4.3 Entire Agreement

This Agreement is the entire agreement between the Parties. The Parties expressly exclude, to the extent permitted by law:

- (a) any other statutory laws, awards or orders that pertain to the employment relationship between St John; and
- (b) any protected and/or preserved entitlements and/or conditions as defined by the Fair Work Act including but not limited to entitlements in relation to annual leave, personal/carer's leave, parental leave, long service leave, notice, jury service, superannuation, public holidays, rest breaks (including meal breaks), shift/overtime loadings, annual leave loading, allowances, penalty rates and incentive-based payments and bonuses, except as provided for by this Agreement.

To avoid doubt, this clause does not exclude the National Employment Standards (**NES**) and laws dealing with long service leave, occupational safety and health, workers' compensation, superannuation and training which cannot be excluded by law.

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

### 4.4 Commencement Date and Term of Agreement

- (a) This Agreement will take effect seven (7) days after Fair Work approves the Agreement (**Commencement**).

- (b) Notwithstanding clause (a), the rates of pay and allowances in this Agreement, as provided in **APPENDIX 1**, will apply from 1 July 2023 to all Employees employed at the Commencement of the Agreement.
- (c) The Agreement will have a nominal expiry date of 30 June 2026.
- (d) Once the Agreement passes its nominal expiry date it will continue to operate until terminated or replaced in accordance with the Fair Work Act.

#### **4.5 Negotiation of Replacement Enterprise Agreement**

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

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## **5 INDIVIDUAL FLEXIBILITY**

### **5.1 Individual Flexibility Agreement**

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

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

### **5.2 Compliance**

St John must ensure that the terms of the IFA:

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

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

St John must ensure that the IFA:

- (a) is in writing;
- (b) includes the name of St John and the Employee;
- (c) is signed by St John and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the IFA;
  - (ii) how the IFA will vary the effect of the terms;



- (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- (iv) states the day on which the IFA commences.

#### **5.4 Copy to Employee**

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

#### **5.5 Termination of Individual Flexibility Agreement**

St John or the Employee may terminate the IFA:

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

#### **5.6 Notification to the Union**

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

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### **6 CONSULTATIVE COMMITTEE**

- (a) St John recognises the need for a Consultative Committee to be formed to discuss, resolve, and enhance operational and working environment issues in the workplace.
- (b) The Consultative Committee will be a forum for consultation on issues such as:
  - (i) operational matters;
  - (ii) workload issues;
  - (iii) changes to work organisation and/or work practices occurring in the workplace;
  - (iv) fixed term and casual employment usage;
  - (v) implementation of this Enterprise Agreement.
- (c) The Consultative Committee will comprise of St John or its nominee and Employee representatives, provided that the number of Employee representatives will be at least equal to the number of St John representatives.
- (d) The Parties will meet and jointly determine the terms of reference and operating procedures of the Consultative Committee.

- (e) The Consultative Committee will convene within 28 days of a written request being received from either St John, 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 Consultative Committee meetings as if they had worked their normal roster. Employee representatives who attend a Consultative Committee meeting in their own time will be given time off in lieu or be paid single time equal to the meeting time.
- (h) 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.
- (i) This clause does not apply to major changes to which **clause 7** applies.

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## 7 INTRODUCTION OF CHANGE

### 7.1 Major Change

- (a) If St John proposes to make a major change in relation to a matter listed in **clause 7.1(b)** below, that is likely to have a significant effect on Employees, St John will, prior to any final decision being made:
  - (i) notify the affected Employees of the proposed change;
  - (ii) provide to the affected Employees and/or their nominated representative(s) (if any), any requested information regarding the change, which may be written information, provided that St John will not be required to disclose any confidential or commercially sensitive information; and
  - (iii) as soon as reasonably practicable, discuss with the affected Employees and/or their nominated representative(s) (if any), the introduction of the change, including:
    - (A) the likely effect on Employees;
    - (B) any measures to avoid or minimise adverse effects on the Employees;
    - (C) any general matters raised in relation to the change and specific matters, where requested by the Employees; and
    - (D) consider any matters raised by the affected Employees and their representative in relation to the change.
- (b) In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation, or size of the St John's workforce or to the skills required of Employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.
- (c) Nothing in this **clause 7** will prevent St John from implementing the change once it has complied with its obligations under this **clause 7**.
- (d) If St John proposes to make a major change that:
- (i) does not relate to a matter referred to in **clause 7.1(b)** above; and
  - (ii) will, in the view of St John, significantly referred affect Employees,
- St John will, as far as practicable, prior to the final decision being made, comply with the processes to in **clauses 7.1(a)(i) - 7.1(a)(iii)** above.
- (e) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (f) St John must provide information in writing to the affected Employees and their representative (if any), as soon as practicable after a definite decision has been made about:
- (i) the nature of the changes;
  - (ii) effects the changes are likely to have on Employees; and
  - (iii) measures to prevent or reduce the adverse effects of such changes on Employees.

## **7.2 Change to Regular Roster or Ordinary Hours of Work**

- (a) As soon as practicable after proposing to introduce any change to an Employee's regular roster or ordinary hours of work, St John will consult with the relevant Employee about the change.
- (b) The Employee may appoint a representative for the purpose of 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.

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## 8 CONTRACT OF EMPLOYMENT

### 8.1 General

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

### 8.2 Probation

- (a) A new Employee's employment is subject to a three (3) 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 (1) week's notice, terminate an Employee's employment during the Employee's probationary period.

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## 9 PROGRESSION

### 9.1 Progression

- (a) 'Year of service' in this clause means 12 months service in the Employees' substantive classification, with St John.
- (b) An Employee in their first (1<sup>st</sup>) year of service with St John will be classified as 1<sup>st</sup> Year in accordance with **APPENDIX 1** of this Agreement.
- (c) At the completion of the first (1<sup>st</sup>) year of service, an Employee will be appointed to 2<sup>nd</sup> Year in accordance with **APPENDIX 1** of this Agreement.
- (d) At the completion of the second (2<sup>nd</sup>) year of service, an Employee will be appointed to 3<sup>rd</sup> Year in accordance with **APPENDIX 1** of this Agreement.
- (e) At the completion of the fourth (4<sup>th</sup>) year of service, an Employee will be appointed to 5<sup>th</sup> Year in accordance with **APPENDIX 1** of this Agreement.
- (f) If an Employee's employment terminates with St John and the Employee is re-employed by St John within two (2) years, the Employee will be re-employed at the equivalent classification, as provided in **clauses 9.1(a) – 9.1(e)** above, as they were previously employed.
- (g) If an Employee's employment terminates with St John and the Employee is re-employed by St John more than two (2) years later, the Employee will be re-employed at a classification as determined by St John.

### 9.2 Shift Requirements

- (a) Newly appointed Employees, who have not previously completed St John operational hours specific to their current role, will be required to complete their first shifts of on road duties under the guidance of an On

Road Tutor. The number of required shifts will be a minimum of twenty (20) shifts.

- (b) Newly appointed Employees, who have previously completed St John operational hours specific to their current role, will be required to complete their first two (2) shifts of on road duties under the guidance of an On Road Tutor.
- (c) If a newly appointed Employee is not able to be signed off as competent after completing the shifts required in either **clause 9.2 (a)** or **9.2 (b)** they will be provided additional shifts under the guidance of an On Road Tutor at the discretion of St John.
- (d) During this period the newly appointed Employee will be required to complete a log book which must be countersigned at the end of each shift by the On Road Tutor with whom they are working.

### **9.3 Continuing Education Program**

- (a) Employees must successfully complete training as required by St John as part of the Continuing Education Program.
- (b) Training will be scheduled by St John and Employees will be required to attend a minimum of four (4) days over a period of 24 months.
- (c) Where possible training will be scheduled during normal working hours or as otherwise agreed between St John and the Employee.
- (d) Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John will seek information from a range of staff and areas, including:
  - (i) Transport Officers/MHTOs/Medics;
  - (ii) Clinical Education;
  - (iii) Medical Executive Director; and
  - (iv) Chief Emergency Officer.
- (e) It is the intention that the training will achieve the following:
  - (i) maintain knowledge and skills to an optimum level;
  - (ii) update staff on new skills and practices;
  - (iii) update staff on Clinical Practice Guidelines and Skill Manual changes; and
  - (iv) give an opportunity for staff to make training suggestions and discuss any concerns they have in their role.
- (f) Country Employees may be required to undertake training as part of the Continuing Education Program at their Sub-Centre or in Perth at the discretion of St John.

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## **10 CASUAL EMPLOYEE**

- (a) A casual Employee will receive 25% casual loading on the hourly rate of the appropriate classification as set out in **APPENDIX 1 - Rates of Pay** of this Agreement.

- (b) A casual Employee will receive a minimum of four (4) hours per shift at the hourly rate for the applicable classification.
- (c) Superannuation contributions will be made on the ordinary time earnings of the casual Employee, including the casual loading.
- (d) A casual Employee is not entitled to paid personal/carer's leave, paid compassionate leave, annual leave, defence forces leave or public holidays, in accordance with this Agreement.
- (e) A casual Employee is not entitled to any travel allowance other than in accordance with **clause 17.1(a) (i) and (g)**.
- (f) Once a year St John at its discretion will review the amount of hours a casual Employee has worked and may move the casual Employee to the next level as outlined in **APPENDIX 1 - Rates of Pay**.
- (g) Unless otherwise agreed, casual Employees must complete at least 21.25 hours of work in each quarter of the calendar year, commencing after the Employee's first quarter of employment. These minimum hours exclude training as part of the Continuing Education Program and on-road training component appropriate to the needs of each individual.
- (h) Either the casual Employee or St John may terminate the Employee's employment by giving one (1) hours' notice or other notice as agreed. St John may elect to pay the Employee one (1) hour in lieu of notice.
- (i) Division 4 of the National Employment Standards applies to offers and requests for conversion from casual employment to permanent employment.

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## 11 PART-TIME

- (a) A part-time Employee means an Employee who is engaged to regularly work less than full-time ordinary hours.
- (b) A part-time Employee will receive a minimum of four (4) hours per shift at the hourly rate for the applicable classification.
- (c) Subject to legislative requirements, St John may offer part-time positions to any classification as operationally required.
- (d) St John will provide part-time Employees with written confirmation of a regular pattern of work, specifying the following;
  - (i) the hours worked each day, and
  - (ii) which days of the week the Employee will work; and
  - (iii) the actual starting and finishing times each day.
- (e) A part-time Employee shall receive payment for wages, annual leave, public holidays, compassionate leave, personal/carer's leave, and long service leave on a pro rata basis.
- (f) Part-time Employees will be paid in accordance with the hourly rates of the relevant classification as set out in **APPENDIX 1** of this Agreement.
- (g) The ordinary hours of work for a part-time Employee may vary between a minimum of 8.5 hours and a maximum of 76 hours in any fortnight.

- (h) Part-time Transport Officers will not be required to work on a public holiday that falls on a day they normally would have been rostered to work, nor will there be any reduction in pay for that day. This will exclude a Transport Officer working with a Medic who will be paid in accordance with **clause 31.7(e)** for all hours worked on a public holiday.
- (i) Part-time Employees shall be paid overtime at the rate of double time as follows:
  - (i) in excess of 76 hours per pay fortnight; and
  - (ii) when working Extension Overtime; and
  - (iii) when working Immediate Call Back overtime.
- (j) If a part-time Employee works additional hours, which is not Extension Overtime or Immediate Call Back overtime, up to 76 hours in a fortnight, they will be paid at ordinary time and will accrue leave.
- (k) Travel allowance will be paid in accordance with **clause 17** of this Agreement.

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## 12 MULTI-HIRE ADDITIONAL CASUAL WORK

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

- (j) Nothing in this clause prevents an Employee from holding a part time, casual or full time position.

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### 13 MANAGERS ON ROAD

- (a) The Parties acknowledge the desirability of managers to maintain their "on-road" skills.
- (b) Subject to **clause 13(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 a Transport Officer, Medic or MHTO 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 is not working in a secondary classification under **clause 12** 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 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.

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### 14 JOB SHARE

- (a) An Employee(s) can apply to enter a job share arrangement to share one (1) equivalent full-time position at the same classification.
- (b) St John will not unreasonably refuse to accommodate an Employee(s) request for job share. St John will consider:
  - (i) any legislative requirements; and
  - (ii) operational requirements.
- (c) A job share arrangement will be subject to the following:
  - (i) only one (1) job share Employee in a pair may hold an Allocated Position, that Allocated Position will remain with the original Employee who holds the allocation;
  - (ii) each job sharing Employee will work a 50% share of a full-time roster;
  - (iii) each Employee will be paid 50% of the ordinary time earnings and relevant allowances of the full-time equivalent position;
  - (iv) each Employee applying to work in a job share arrangement must arrange their own job share partner;
  - (v) each Employee applying to work in a job share arrangement must submit a written application to St John at the same time for consideration;



- (vi) 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);
  - (vii) annual leave, long service leave and personal/carer's leave will accrue at a pro-rata rate of the full-time equivalent position;
  - (viii) 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;
  - (ix) if a job share Employee is absent due to personal leave, that Employee shall receive their current base rate of pay;
  - (x) if one (1) job share Employee is absent from work for less than 16 weeks for any reason the remaining partner will continue on job share pay, conditions, shift and individual roster patterns;
  - (xi) any job share Employee or pair with an allocated position may be rostered away from their allocated position for up to a total of 16 weeks in any calendar year; and
  - (A) subject to **clause 14(f)**, 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.
  - (B) If a replacement partner is not found within 8 weeks, the remaining job share Employee may be rostered with another single job share Employee or as a spare on any shift.
- (d) St John will facilitate job share partner-matching by maintaining and making available to all Employees a database of Employees interested in job sharing and their preferred geographic area.
- (e) Travel allowance will apply in accordance with the terms outlined in **clause 17** of this Agreement. For the purpose of travel allowance, the one (1) Allocated Position will apply to both Employees.
- (f) If an Employee is without a job share partner for more than 16 weeks for any reason;
- (i) the remaining Employee without a partner may be rostered as a spare officer for a combined time exceeding 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, to work on another shift or roster; 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.
- (g) Individual shift patterns will be agreed between the job sharing pair and approved by St John, however if the pair is unable to agree, St John will allocate the individual shift patterns.

- (h) Job share Employees shall be paid ordinary time when working any hours in addition to the ordinary job share hours up to full time hours and will accrue appropriate leave.
- (i) Extension Overtime worked at the completion of an Employee's rostered shift and Immediate Call Back overtime will be paid at double time.
- (j) If an Employee intends to terminate or vary a job sharing arrangement, four (4) weeks' notice must be provided to St John.

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## 15 INDUSTRIAL CONTRACTS

Employees may be appointed from time to time to work in classifications outside of this Agreement on Industrial Contracts on industrial sites. During such appointment periods, Employees may also work in classifications covered by this Agreement and whilst working on road will be paid in accordance with the terms and conditions of this Agreement.

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## 16 RATES OF PAY & ALLOWANCES

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

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## 17 ALLOWANCES

### 17.1 Travel Allowance

- (a) Except as otherwise provided in this Agreement, an Employee is entitled to travel allowance when;
  - (i) attending Continuing Education Program courses as approved by St John; or
  - (ii) rostered to work away from their Home Station or Preferred Station and receives a minimum of seven (7) days' notice.
  - (iii) If notification is within two (2) hours of after the commencement of the shift, St John will, if required, provide transport. This is not applicable to Immediate Call Backs.
- (b) An Employee is not entitled to travel allowance when:
  - (i) working with an On Road Tutor;
  - (ii) working at their Allocated Position;
  - (iii) rostered to work at a Preferred Station;
  - (iv) rostered to work at their Home Station;
  - (v) the Employee has given a written request to work at a Station; and

- (vi) attending training for promotional purposes.
- (c) Travel allowance is paid at the rate in **APPENDIX 2** of this Agreement for all forms of travel, subject to:
  - (i) the distances set out in the Distance Matrix;
  - (ii) the distance calculated by the return trip distance in kilometres, from the Employee's Home Station to the Rostered Station and then subtract 20 kilometres.
- (d) If an Employee has one (1) or more Preferred Stations, travel allowance will not be paid when rostered to any of those Preferred Stations.
- (e) If an Employee is directed with at least two (2) hours' notice before the beginning of the shift, to report to another Station, that Employee must proceed to that Station in their own transport and will be paid applicable travel allowances.
- (f) If a casual Employee is directed within two (2) hours of the commencement of the shift, or after the commencement of the shift, to report to another Station due to a rostering error, the Employee may claim travel allowance in accordance with **clause 17.1(c)** above.

**17.2 Travel Allowance Change of Rostered Station (less than 7 days' notice)**

- (a) In addition to the provisions of **clause 17.1** above, 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 in accordance with **APPENDIX 2** of this Agreement or part thereof for each kilometre travelled in excess of the Employee's current Rostered Station; and
  - (ii) excess travelling time at the Employee's ordinary rate of pay calculated at one (1) minute per kilometre travelled in both directions.
- (b) Travelling distance and time will only be payable for 7 days, from the first shift whilst the Rostered Station is changed, after which the travel allowance provision of **clause 17.1** of this Agreement will apply.
- (c) **Clauses 17.2(a) and 17.2(b)** above do not apply to:
  - (i) part-time Employees; or
  - (ii) casual Employees; or
  - (iii) a job share Employee without a partner for more than 16 weeks pursuant to **clause 14(f)** of this Agreement.

**17.3 Travel Allowance - Travel on Short Notice Overtime (Immediate Call Backs)**

- (a) If St John requires an Employee to work an overtime shift with less than 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(e)** of this Agreement.
- (c) In addition to **clause 17.3 (a)** above, a travel allowance in accordance with **APPENDIX 2** of this Agreement calculated from

residence/accommodation to the work location and return, by the shortest road journey may be claimed.

- (d) With respect to job share and part time Employees, this allowance will be paid in full to the Employee who accrues it, and not pro-rated.
- (e) **Clause 17.3** does not apply to casual Employees.

#### **17.4 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 17.1** of this Agreement, subject to:
  - (i) the criteria in **clause 17.1(b) – 17.1(e)** being applicable; and
  - (ii) the allowance paid will not be greater than the allowance to which the replaced Employee would have received.

#### **17.5 Specialist Vehicle Allowance**

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

#### **17.6 On Road Tutor Allowance**

- (a) An Employee performing work as an On Road Tutor, will be paid an allowance in accordance with **APPENDIX 2** of this Agreement.

#### **17.7 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 from any final monies owing to the Employee any reimbursed monies for the remaining period of the licence.

#### **17.8 Overtime Meal Allowance**

- (a) Subject to the provisions of this clause, an Employee required to work Extension Overtime for more than one (1) hour shall be supplied with a meal by St John or be paid in accordance with **APPENDIX 2** of this Agreement for a meal.
- (b) Where the amount of Extension Overtime worked necessitates more than one (1) meal, St John shall supply each such additional meal or pay to the Employee the amount prescribed in accordance with **APPENDIX 2** of this Agreement for each such additional meal. The Employee shall be entitled to the additional meal or meal allowance after each four (4) hours.
- (c) For the purpose of **clause 17.8(a)** and **17.8(b)**, the continuity of work shall not be deemed to have been interrupted by any meal 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 they will be required.
- (e) If an Employee has been given notice, as referred to in **clause 17.8(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.

**17.9 Relief Mental Health Transport Officer Allowance**

- (a) A Transport Officer who is qualified to work as a Mental Health Transport Officer may work from time to time as a Relief Mental Health Transport Officer.
- (b) When working as a Relief Mental Health Transport Officer, the Employee will receive the Relief Mental Health Transport Officer Allowance in accordance with **APPENDIX 2**.

**17.10 Relief Medic Allowance**

- (a) A Transport Officer who is qualified to work as a Medic may work from time to time as a Relief Medic.
- (b) When working as a Relief Medic, the Employee will receive the Rate of Pay as outlined for a Medic in **APPENDIX 1 – Rates of Pay** of this Agreement for every shift worked.

**17.11 Watches / Glasses Allowance**

- (a) St John will reimburse, up to a maximum of \$220, towards the replacement or repair of an Employee's watch and/or spectacles, including prescription sunglasses, which are:
  - (i) used in the course of the Employee's employment; and
  - (ii) are lost, damaged, or destroyed whilst on duty.
- (b) **Clause 17.11** does not apply if the item was lost, damaged, or destroyed through the Employee's own negligence, unless it is claimable under the *Workers' Compensation and Injury Management Act 1981 (WA)*.

**17.12 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.

**17.13 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 related to an Employee's employment, St John will be responsible for paying the reasonable funeral expenses associated with the death of the Employee.

#### **17.14 Location Allowance (Zone & Country)**

- (a) In addition to any other allowances that an Employee may be entitled to under this Agreement, an Employee working in the locations specified in **APPENDIX 2** of this Agreement will receive a Location Allowance in accordance with **APPENDIX 2**.

#### **17.15 Overnight Travel Meal Reimbursement**

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

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### **18 COUNTRY ALLOWANCES**

#### **18.1 Country Allowances – General**

- (a) **Clauses 18.1 - 18.11(a)** apply to Country Employees only.
- (b) Employees working outside of the metropolitan region, as determined by St John, will be considered to be working at a “Country Location” and will be collectively referred to as “Country Employees”.
- (c) Country Employees will be categorised as either a:
  - (i) Permanent Country Employee – if the Employee is appointed on a permanent basis to perform work at a Country Location; or
  - (ii) Posting Employee – if the Employee is appointed to perform work at a Country Location for a period of between 30-52 weeks; or
  - (iii) Relief Employee – if the Employee is appointed to perform work at a Country Location for a single continuous period of up to 30 weeks.
- (d) Posting Employees may, with the agreement of St John, extend the posting period at the Country Location. If this occurs, the Employee will continue to be categorised as a Posting Employee.
- (e) A Permanent Country Employee who is subsequently appointed to work as a Posting or Relief Employee at the same Country Location, will continue to be entitled to receive allowances that may apply to Permanent Country Employees. The Employee will not be eligible to receive the allowances that apply to Posting or Relief Employees, including:
  - (i) **Clause 18.6** Country Allowance – Country Travel Reimbursement and Allowance;
  - (ii) **Clause 18.7** Country Allowance – Country Posting Rent Assistance;
  - (iii) **Clause 18.8** Country Relief Accommodation Expenses Allowance; or
  - (iv) **Clause 18.9** Country Relief Employee Expenses Allowance.

- (f) An Permanent Country Employee who is subsequently appointed to perform an alternative role in the same region such that they are not required to relocate to perform that role, will be entitled to receive the allowances applicable to a Permanent Country Employee.

**18.2 Country Allowance – Air-conditioning Allowance**

- (a) Permanent Country Employees will be paid an Air-Conditioning Allowance in accordance with **Appendix 2** of this Agreement when required by St John to permanently reside at:
  - (i) Kalgoorlie;
  - (ii) Norseman; or
  - (iii) a location north of the 26<sup>th</sup> parallel.

**18.3 Country Allowance – Removal Expenses Reimbursement**

- (a) St John will pay all reasonable removal expenses when an Employee is:
  - (i) on Permanent and/or Posting placement; and
  - (ii) transferring between the metropolitan region and a Country Sub Centre; or
  - (iii) transferring between Country Sub-Centres.

**18.4 Country Allowance – On Call Roster Allowance**

- (a) Employees may be required to be “on-call” to promptly respond to work-related matters outside of their regular working hours.
- (b) Employees will be scheduled for on-call duty in accordance with an on-call roster established by St John. The on-call roster will outline the specific dates and times each employee is required to be on-call.
- (c) Employees who are rostered to be “on-call” must remain contactable during the “on-call” period. This includes being reachable by phone or any other communication method specified by St John.
- (d) An Employee required to be “on call” is entitled to the On-Call Roster Allowance prescribed in **APPENDIX 2** of this Agreement, for each hour or part thereof the Employee is rostered on-call.
- (e) Subject to **clause 18.4(f)**, 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 Roster Allowance prescribed in **clause 18.4(d)** during that time.
- (f) An Employee who is called out for duty while on-call, will be paid a minimum payment of two (2) hours per call but will not receive additional payments for any subsequent calls attended to during that two (2) hour period.
- (g) An on-call Employee is permitted to temporarily leave the Station or their home provided the Employee has made satisfactory arrangements to ensure continuity of service during the Employee’s absence.
- (h) 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.

- (i) 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.

**18.5 Country Allowance – On Call Phone Allowance**

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

**18.6 Country Allowance – Country Travel Reimbursement and Allowance**

- (a) Where an Employee is required by St John to travel to or from a Country Location for the purposes of relocating :
  - (i) **clauses 17.1, 17.2, 17.3 and 17.4** 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; and
  - (iii) if the journey is undertaken on a rostered day off, the Employee will be paid at the rate of double time for pre-calculated journey times, dependent upon mode of travel.
- (b) With respect to job share and part time Employees, this allowance will be paid in full to the Employee who accrues it, and not pro-rated.

**18.7 Country Allowance – Country Posting Rent Assistance**

- (a) A Posting Employee's maximum contribution towards the cost of accommodation will be \$119.51 per week. St John will be responsible for the remaining cost of the Posting Employee's agreed accommodation.
- (b) the maximum contribution towards the cost of accommodation set out at **clause 18.7(a)** will increase by 2% on the first full pay period on or after 1 July each year until the nominal expiry date of this Agreement.

**18.8 Country Relief Accommodation Expenses Allowance**

- (a) Relief Employees working in a country Sub-Centre will be provided with paid accommodation and breakfast in a hotel, motel, or such other accommodation as agreed by St John.
- (b) A Relief Employee who elects not to stay in accommodation provided by St John must provide to St John a valid statutory declaration that the Employee is "maintaining a home" prior to commencing the relief appointment. An Employee will then be entitled to receive an allowance as follows:
  - (i) \$500 per week without the production of receipts; or
  - (ii) up to \$709.83 per week upon receipt by St John of all valid tax receipts substantiating actual, relevant expenditure.



- (c) An Employee who does not provide St John with a statutory declaration that the Employee is “maintaining a home” will not be entitled to the allowance in **clause 17 (b)** above.
- (d) If a Relief Employee is required to do work for a period of less than 1 week (7 days), then the allowance set out in **clause 17 (b)** will be paid on a proportionate basis.

**18.9 Country Relief Employee Expenses Allowance**

- (a) 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 prescribed in **clause 18.9 (a)** above.
- (b) If a Relief Employee is required to do work for a period of less than 1 week (7 days), then the allowance in **clause 18.9 (a)** will be paid on a proportionate basis.

**18.10 Country Allowance – Remote Location Allowance**

- (a) This allowance only applies to remote locations as determined by St John.
- (b) Employees will be paid the Remote Location Allowance, as outlined in **APPENDIX 2** of this Agreement, when they accept an appointment as a Permanent Country Employee at:
  - (i) Kalgoorlie;
  - (ii) Norseman; or
  - (iii) specific locations, as determined by St John, located north of the 26<sup>th</sup> parallel.

**18.11 Country Allowance – Country Training Travel Allowance**

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

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**19 SHIFT COMMENCEMENT CHECKS**

- (a) This clause is applicable to all Employees working in a Country location, and Medics working in the metropolitan region.
- (b) St John expects Employees to commence work at their rostered start time and does not encourage or ask Employees to be at work prior to their rostered start time.
- (c) St John does not require or expect a crew to deploy for a job until they have:
  - (i) carried out a full equipment check; or
  - (ii) for an immediate response to a job, carried out an emergency equipment check.
- (d) St John acknowledges there are instances where crews voluntarily arrive for work early and accept and deploy for a call before the

commencement of the shift or within the first 5 minutes of their shift commencing.

- (e) A crew who accepts and deploys for any job in accordance with **clause 19 (d)**, will be taken as having completed a full equipment check and St John will pay an allowance equivalent to 15 minutes at 200% of the Employee's base hourly rate as specified in **APPENDIX 1**.
- (f) Where a crew deploys under **clause 19 (c) (ii)** the crew will be given sufficient time at the completion of that job to conduct a full equipment check to ensure capability for the remainder of the shift. A crew who deploys under **clause 19 (c) (ii)**. will not be entitled to the allowance provided under **clause 19 (e)**.
- (g) In the event of the introduction of operational changes which reduce or remove the requirements to perform equipment checks (e.g., the introduction of drug bags sealed/pre-checked ambulance) St John may issue a direction that is applicable to a specific location(s), or staff wide direction, that work is not to start until the rostered start time. If this occurs, any payments provided under this **clause 19**. will not be made while the direction is in effect.
- (h) Where a crew has deployed pursuant to **clause (c) (ii)**, St John will confirm on request that the Employees have acted in a clinically appropriate manner by responding to the job.

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## 20 SALARY PACKAGING

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

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## 21 HEALTH ASSESSMENTS

- (a) St John may require, at its own cost, an Employee to undergo a health assessment:
  - (i) as a condition of employment;
  - (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 where practicable. These will be 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 Employees capacity to perform their role.
- (e) An Employee may:
  - (i) request a copy of the healthcare professional's report(s) and St John shall ensure that any such documentation is provided to the Employee;
  - (ii) consult a healthcare professional of their own choice for a second opinion at their own expense or from the Referral List at St John's expense; and
  - (iii) appeal a decision made by St John that is based on information provided by the St John nominated healthcare professional. Such appeal must be made to the relevant Chief for a review of the decision.

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## 22 SECONDMENTS

- (a) St John may second Employees to perform alternate roles, as required and in agreement with the Employee.
- (b) Seconded Employees will work a modified roster of an average of 42.5 hours per week as determined by St John, or their normal hours.
- (c) Where St John requires additional days worked beyond the normal roster, Employees shall be entitled to days off in lieu on a one-for-one basis.
- (d) Secondment opportunities will have a specified tenure and the Employee will return to their substantive classification when the secondment ends.
- (e) Notwithstanding **clause 22(d)**, St John may cease a secondment in the event the Employee is unable to fulfil the role to St John's satisfaction. The Employee will then return to their Primary Position, unless the secondment has ended as a result of serious misconduct, in which case the Employee's employment may be terminated.

- (f) Employees seconded to alternate roles will receive a rate of pay as appropriate to the role undertaken, but not less than their usual classification hourly base rate of pay.
- (g) All secondments will have the terms, including the roster that will be worked, set out in writing to the Employee prior to acceptance of the secondment.
- (h) All seconded roles initiated by Patient Transport Services will be advertised along with the intended start date and end date of the seconded role.

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## 23 MENTAL HEALTH TRANSPORT OFFICERS

- (a) The provisions of this clause apply only to Employees performing work as a Mental Health Transport Officer and override any inconsistent provisions contained in other clauses of this Agreement. Mental Health Transport Officers undertake duties in accordance with the *Mental Health Act 2014 (WA)* or as directed by St John.
- (b) A Mental Health Transport Officer will work a rotating roster of three (3) shifts of 11 hours and one (1) shift of 10.5 hours followed by four (4) days off as detailed in **APPENDIX 3** of this Agreement.
- (c) Mental Health Transport Officers will work an average of 38 ordinary hours and 0.625 reasonable additional hours per week across an eight (8) week roster cycle.
- (d) Mental Health Transport Officers will be paid in accordance with **APPENDIX 1 – Rates of Pay** of this Agreement.
- (e) The Excess Hours Penalty set out in **APPENDIX 1** of this Agreement includes payment for the overtime hours which the Employee regularly works as part of their rostered hours and a nominal payment for up to five (5) hours additional overtime per rostered set of eight (8) days at overtime rates.

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## 24 MEDIC

### 24.1 General

- (a) The provisions of this clause apply only to those Employees performing work as a Medic and override any inconsistent provisions contained in other clauses of this Agreement.
- (b) A Medic will work on the same roster as provided for in **clause 25.1(b)** of this Agreement.
- (c) St John will establish the Medic crew cohort over time based on the operational demands, growth and resources available. St John are committed to Medic crews working a 24/7 roster (including night shifts).
- (d) Medics will be paid in accordance with **APPENDIX 1 – Rates of Pay** of this Agreement.
- (e) Any vacant Medic roles will be first advertised internally to Transport Officers.

## 24.2 Working with a Medic

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

## 24.3 Working with an Ambulance Paramedic or Ambulance Officer

- (a) A Medic will not be rostered to work with an Ambulance Paramedic or Ambulance Officer for any purposes other than for tutoring.
- (b) Notwithstanding **clause 24.3(a)**, 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.
- (c) For the purposes of **clause 24.3(b)**, 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 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 their Employees, 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 24.3(b)** and **24.3(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.

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## 25 HOURS OF WORK AND SHIFTS

### 25.1 General

- (a) Full-time Transport Officers will be required to work an average of 42.5 hours per week Monday to Friday. Weekly hours comprise of 38 ordinary hours and 4.5 reasonable additional hours.
  - (i) In compensation for reasonable additional hours worked, Transport Officers will be entitled to:
    - A. two (2) weeks' additional leave per year, to be taken in accordance with the leave roster; and

- B. an Excess Hours Penalty which is payable as a flat amount per week as provided in **APPENDIX 1**.
- (b) Additional leave under **clause 25.1(a)(i)A** is provided in compensation for the reasonable additional hours worked as part of an Employee's roster pattern, including any work they may be requested to perform on public holidays. Additional leave is not annual leave and does not attract a leave loading.
- (c) A Transport Officer may work the following rosters;
  - (i) five (5) shifts of 8.5 hours worked Monday to Friday between the hours 0500 and 0100 on the following day; or
  - (ii) two (2) shifts of 8.5 hours each on Weekends Only (Part Time); or
  - (iii) St John may introduce new rosters to meet operational needs to work outside the parameters as set in **clause 25.1(c)(i) and (ii)**.
- (d) Should St John introduce a roster as outlined in **clause 25.1(c)(iii)** an Employee who was employed prior to the commencement of the *St John Ambulance Western Australia Ltd. Transport Officers Enterprise Agreement 2020*, will be eligible for a grandparenting arrangement and will not be required to work the roster unless agreed between the Employee and St John.
  - (i) St John agrees that any roster introduced as outlined in **clause 25.1(c)(iii)** positions will be offered to permanent Employees in the first instance.
- (e) An Employee whilst in induction training will be paid the appropriate weekly base rate of pay.

## **25.2 Filling an Allocated Position**

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

## **25.3 Preferred Position Request**

- (a) If an Employee wants 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.
- (c) A position will not be recognised as an Employee's Preferred Position until the commencement of the Employee's next roster cycle following receipt of their Preferred Position request.

- (d) An Employee may submit a request to rescind a Preferred Position request or to have a Preferred Position removed from the Preferred Position request list. However, such a request will not be effective until:
  - (i) the commencement of the Employee's next roster cycle; or
  - (ii) if the request is made during the last two weeks of the Employee's roster cycle, following completion of the next full roster cycle.
- (e) Employees rostered to work at a Station for which they have made a Preferred Position request will not be paid a travel allowance.

**25.4 New Stations, Relocated Stations/Vehicles and Extra Vehicles at a Station**

- (a) All Allocated Positions at a new station will be advertised.
- (b) For a new Station, Employees may make a Preferred Position request from 0800 hours on the date the Station becomes 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 26.2** of this Agreement.

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**26 MEAL BREAKS**

- (a) Employees are entitled to one uninterrupted 30 minute paid meal break on shifts of 8.5 hours or more, not to be taken within the first two and a half hours or the last two hours of the shift unless mutually agreed between St John and the Employee with the following conditions:
  - (i) the meal break cannot be taken within the first two and a half hours or the last two hours of the shift unless mutually agreed between St John and the Employee; and
  - (ii) the break may be interrupted to meet urgent operational needs.
- (b) The meal break will be counted as time worked.
- (c) St John will direct a meal break to be taken:
  - (i) when operationally suitable; and
  - (ii) within the meal break span specified in **clause 26(a)(i)**.
- (d) If an Employee's meal break is interrupted, in accordance with **clause 26 (a) (ii)** or if the Employee is not provided a meal break in accordance with this clause, the Employee shall be paid a meal break penalty in accordance with **APPENDIX 2**.
- (e) Employees are only entitled to claim one meal break penalty per shift.
- (f) St John may direct Employees to take a meal break:
  - (i) when an Employee is at a facility with adequate amenities including access to toilets, drinks, food and/or reheating and seating facilities (e.g., a hospital, a station or St John property).; or

- (ii) where an Employee notifies they are at a location they would like to take a break (e.g., a café, shopping centre or outdoor location).
- (g) St John may direct an Employee to attend a suitable meal break facility for the purposes of taking a meal break.
- (h) An Employee who is directed to take a meal break and refuses will not be entitled to the meal break penalty under **clause 26(d)** or a subsequent break during the remainder of their shift.

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## 27 SHIFT PENALTIES

- (a) Ordinary hours worked on a Saturday are paid at the rate of time and one half for all hours worked.
- (b) Ordinary hours on a Sunday are paid at the rate of time and three quarters for all hours worked.
- (c) The overtime provisions of this Agreement continue to apply.
- (d) All hours worked, or part thereof, Monday to Friday, between 1800 and 0600 will be paid a 15% loading, excluding:
  - (i) 4.5 hours of reasonable additional time per week for full time Transport Officers which is compensated by an Excess Hours Penalty and additional leave as set out in **clause 25.1(a)(i)** at the overtime rate and therefore shift penalties will only apply to hours worked between 1800 and 0600 in excess of 4.5 hours per week.

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## 28 OVERTIME

### 28.1 General

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in **clause 25** of this Agreement, will be deemed overtime and will be paid at the rate of double time.
  - (i) In addition to provisions provided in subclause 28.1 (a), all work performed beyond 12 hours in a single shift will be paid at the rate of double time, and
  - (ii) all work performed beyond the Employees normal rostered shift will be paid at the rate of double time.
- (b) Unless otherwise agreed, an Employee who is rostered to work on more than 10 consecutive days without a rostered day off will be paid at the rate of double time for each additional day worked.
- (c) An Employee who is rostered to work on more than 12 consecutive days without a rostered day off will be paid at the rate of triple time for each additional shift worked.
- (d) In the calculation of overtime, each day shall stand alone.
- (e) An Employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of three (3) hours.
- (f) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the Employee will have at least 9 consecutive hours off work between shifts.



- (g) Where an Employee, at the direction of St John, works overtime where the Employee will not receive 9 consecutive hours off duty between the completion of a rostered shift and the commencement of the next rostered shift the Employee will:
  - (i) be released from duty until the Employee has had 9 consecutive hours off duty without loss of pay; or
  - (ii) if directed by St John to resume work without 9 hours off duty be paid at double time until released from duty; and
  - (iii) will be entitled to be absent until the Employee has had 9 consecutive hours off duty without loss of pay.

## **28.2 Reasonable Overtime**

- (a) St John may require an Employee to work reasonable overtime which will be paid at the applicable overtime rate of pay.
- (b) An Employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether the requirement to work overtime hours is reasonable or unreasonable for the purposes of **clause 28.2(b)**, the following must be taken into account by the Employee and St John:
  - (i) any risk to the Employee's health and safety from working the overtime;
  - (ii) the dispatch priority or urgency of the case which will incur overtime;
  - (iii) the availability of other resources which would avoid or minimise the occurrence of overtime;
  - (iv) the Employee's personal circumstances including any family responsibilities;
  - (v) the needs of the organisation to provide pre-hospital care in an emergency setting;
  - (vi) the notice given by the Employee of their unavailability to work overtime; and
  - (vii) any other relevant matter.
- (d) Notice given in accordance with **clause 28.2(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, discuss with management why they consider the requirement to work overtime to be unreasonable and whether or not they intend to work the overtime. The discussion must take into account the considerations set out at **clause 28.2(c)**.
- (f) A discussion required under **clause 28.2(e)** must not delay the Employee responding to an emergency.
- (g) Any case determined by St John at the time of dispatch to require an Employee to work reasonable overtime, which is subsequently:

- (i) downgraded following attendance and clinical assessment by the responding crew; and
  - (ii) ramped on arrival at hospital,

requires St John to take reasonable steps to reduce the amount of overtime the Employee is required to perform.
- (h) For the purposes of managing overtime, St John will develop and implement a reasonable overtime operational process based on the following principles:
  - (i) Employees should, wherever possible, be released at rostered shift end or as soon as practicable following the shift:
  - (ii) Employees may opt into overtime; and
  - (iii) wherever possible preference will be given to release crews/Employees who have (in order):
    - (A) provided notice of their unavailability to work overtime;
    - (B) not opted into overtime; and
    - (C) opted into overtime.

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## 29 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) The Employee may nominate a complying fund or scheme and may only change their choice of fund once every calendar year.
- (c) If the Employee does not nominate a fund or scheme, contributions shall be paid into the Employee's stapled fund. If the Employee does not have a stapled fund, St John will make these payments to a default fund, which is currently Rest Super, or a replacement fund in accordance with Superannuation legislation, until a fund is nominated by the Employee.
- (d) Employees may make additional contributions after three (3) months of employment. The Employee must give to St John written authorisation as required by St John.
- (e) St John will contribute an additional 1.5% of the Employee's gross ordinary time earnings if an Employee has successfully completed their probationary period and contributes at least 5% of gross ordinary time earnings to their superannuation fund.
- (f) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (g) Contributions will not be made in respect of periods of unpaid leave.
- (h) Subject to legislation, contributions will not be made in respect of periods of unpaid parental leave or in respect of parental leave taken under the Government's Paid Parental Leave Scheme (under the *Paid Parental Leave Act 2010* (Cth)).
- (i) If an eligible Employee is absent from work due to work related injury or illness, and is receiving payments pursuant to workers' compensation

legislation, contributions in accordance with this clause will continue. Contributions will continue for the period of the absence up to a maximum of 52 weeks total absence for injury or illness.

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## 30 LEAVE ENTITLEMENTS

### 30.1 Annual Leave and Additional Leave

- (a) Transport Officers working a roster outlined in **APPENDIX 1** (other than casual Employees) are entitled to:
  - (i) annual leave (or pro rata), subject to **clause 30.1(f)**, of four (4) weeks per year; and
  - (ii) two (2) weeks' additional leave, as prescribed in **clause 25.1(a)(i)A** of this Agreement.
- (b) Mental Health Transport Officers (other than casual Employees) are entitled to:
  - (i) annual leave (or pro rata), subject to **clause 30.1(f)** of four (4) weeks per year;
  - (ii) if the Employee is a Shift Worker, an additional one (1) week annual leave; and
  - (iii) one (1) week additional leave.
- (c) Additional Leave is provided in compensation for the reasonable additional hours worked as part of an Employee's roster pattern, including any work they may be requested to perform on public holidays. Additional leave is not annual leave and does not attract leave loading.
- (d) An Employee working an alternative roster will have their annual leave entitlements calculated according to their hours of work and shifts in accordance with this Agreement and ensuring the entitlements are no less than the NES. This will provide:
  - (i) annual leave (or pro rata), subject to **clause 30.1(f)**, of four (4) weeks per year; and
  - (ii) if an Employee is a Shift Worker, an additional one (1) week annual leave.
- (e) Annual leave/additional leave accrues progressively and accumulates year to year.
- (f) Employees are not entitled to accrue annual leave during any periods of unauthorised leave, leave without pay (including while on salary continuance), unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of 12 weeks as provided by St John in **clause 30.10(b)**).
- (g) Annual leave/additional leave will be taken in accordance with the Leave Roster, unless otherwise agreed between St John and the Employee.
- (h) St John will as far as practicable attempt to accommodate requests for changes to leave, including requests for leave to be taken in periods of not less than 1 day.
- (i) When an Employee takes annual leave as set out in **clause 30.1(a)(i)**, **clause 30.1(b)(i)** or **30.1(d)(i)** above, the Employee will be paid:

- (i) a loading of 17.5% calculated on the Employee's weekly base rate of pay; or
- (ii) where applicable, excess hours and shift penalties (as per **APPENDIX 1**);

whichever is the greater for annual leave taken.

- (j) When an Employee takes additional leave as set out in **clause 30.1(a)(ii)** or **clause 30.1(b)(iii)** above, the Employee will be paid, where applicable, the excess hours and shift penalties.
- (k) Any accrued annual leave/additional leave which has not been taken will be paid to the Employee upon termination of employment, including, where applicable, leave loading or excess hours and shift penalties.
- (l) Except in the case of shift workers, if a public holiday falls on a day the Employee is on annual leave/additional leave the Employee will not be deducted annual leave/additional leave for that day.
- (m) If an Employee is entitled to personal leave while on a period of annual leave or additional leave, they may make an application to replace paid annual leave or additional leave with paid personal leave on the following basis:
  - (i) the application to replace annual leave or additional leave with paid personal leave must be made within 14 days of resuming work;
  - (ii) the Employee must produce evidence that would satisfy a reasonable person (e.g. a medical certificate from a registered medical practitioner, or a statutory declaration) which would have entitled the Employee to payment of personal leave had they not been on annual leave or additional leave; and
  - (iii) the replacement of annual leave or additional leave with personal leave cannot exceed the period of personal leave to which the Employee would have otherwise been entitled to under **clause 30.2**.
- (n) Where **clause 30.1(m)** applies, the Employee will take the period deemed to be personal leave as annual leave/accrued days off at a time convenient to St John which will be paid at ordinary time, and will be exclusive of the loading prescribed in **clause 30.1(i)** above, provided that the annual leave loading has not been repaid to St John by the Employee.

**30.2 Personal/Carer's Leave (Sick Leave and Carer's Leave) - General**

- (a) From Commencement of the Agreement, Employees will receive personal leave based on the following calculation:

<b>Employee</b>	<b>Personal/Carer's Leave entitlement (in paid hours) per year</b>	<b>Number of hours deducted per shift from entitlement</b>
Transport Officers working a Monday to Friday Roster of 5 shifts of 8.5 hours per week	83.6 (93.5 shift hours, 2.2 shift rotations)	7.6
Mental Health Transport Officers working a Rotating Roster of 4 days on 4 days off	119.43 (119.63 average shift hours, 2.75 rotations)	10.48 per 10.5 hour shift
		10.98 per 11 hour shift
Transport Officers working a Weekend Roster	37.4 (37.4 shift hours, 2.2 shift rotations)	8.5

Monday to Friday (5 shifts per week)  $(93.5/42.5) \times 38 = 83.6$  pay hours

Mental Health Transport Officer  $(119.63/38.0625) \times 38 = 119.43$  pay hours

Weekends (2 shifts per week)  $(37.4/17) \times 17 = 37.4$  pay hours

- (b) From 1 July 2024, Employees are entitled to personal/carer's leave as set out in the table below:

Employee	Personal/Carer's Leave entitlement (in paid hours) per year	Number of hours deducted per shift from entitlement
Transport Officers working a Monday to Friday Roster of 5 shifts of 8.5 hours per week	91.2 (102 shift hours, 2.4 shift rotations)	7.6
Mental Health Transport Officers working a Rotating Roster of 4 days on 4 days off	130.29 (130.5 average shift hours, 3 rotations)	10.48 per 10.5 hour shift
		10.98 per 11 hour shift
Transport Officers working a Weekend Roster	40.8 (40.8 shift hours, 2.4 shift rotations)	8.5

Monday to Friday (102/42.5) x 38 = 91.2 pay hours  
(5 shifts per week)

Mental Health (130.5/38.0625) x 38 = 130.29 pay hours  
Transport Officer

Weekends (40.8/17) x 17 = 40.8 pay hours  
(2 shifts per week)

- (c) Employees working an alternate pattern of shifts, will receive personal leave based on the following calculation:

**From Commencement of the Agreement:**

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

**From 1 July 2024:**

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

- (d) Notwithstanding **clause 31.1(n)** of this Agreement, personal/carer's leave is paid at Ordinary Time.
- (e) All new Employees, will have available to them the first two (2) years paid personal/carer's leave in advance of it accruing as an entitlement.
- (f) Employees are not entitled to accrue personal/carers' leave during any periods of unauthorised leave, leave without pay (including while on salary continuance), unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of 12 weeks as provided by St John in **clause 30.10(b)**, or periods of approved workers' compensation.
- (g) St John at its discretion may allow an Employee to take paid personal leave which has not been accrued. If this occurs, the Employee's

entitlement will be negative until the personal leave already taken has accrued over time.

- (h) On termination of employment, St John may reconcile any outstanding amount of personal/carer's leave taken in advance against the Employee's entitlements on termination.
- (i) After the first two (2) years of employment, and subject to **clause 30.2(f)** above, personal/carer's leave accrues progressively and accumulates from year to year.
- (j) Personal/carer's leave is not paid out on termination of employment.
- (k) St John may require an Employee and the Employee must provide satisfactory documentary evidence, in relation to a period of personal leave. The Employee must provide to St John a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration, which sets out the reasons for the Employee's absence from work and the estimated duration of the Employee's incapacity.
- (l) Employees will not be required to provide any evidence/certification for paid personal/carer's leave for up to two (2) calendar days in any calendar year.
- (m) St John will ensure that the personal leave provided in **clause 30.2** is no less than the NES.

### **30.3 Personal/Carer's Leave - Paid Personal Leave**

- (a) Personal leave may be taken by an Employee because of personal illness, or injury.
- (b) If the Employee seeks to take personal leave, the Employee is required to notify St John of their absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons:
  - (i) at least two (2) hours prior to their shift, if it is a Day Shift;  
or
  - (ii) at least four (4) hours prior to their shift, if it is a Night Shift.
- (c) If an Employee has exhausted their entitlement to paid personal/carer's leave, the Employee may apply to take annual leave or additional leave, be on unpaid personal leave, or agree another form of leave 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 personal leave until their workers' compensation claim is approved, at which stage the Employee's personal/carer's leave will be re-credited to the extent of the approved workers' compensation.
- (e) **Clause 30.3(b)** above will not apply where it is not reasonably practicable for the Employee to give such notice.

### **30.4 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 their 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 their shift, if it is a Day Shift, and at least four (4) hours prior to their 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.

### **30.5 Personal/Carer's Leave - Unpaid Carer's Leave**

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

### **30.6 Compassionate Leave**

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

### **30.7 Public Holidays**

- (a) Each Employee is entitled to the public holidays proclaimed in Western Australia.
- (b) Where an Employee is rostered to work and is not required to work for the sole reason that the day is a public holiday, an Employee will be entitled to public holidays in accordance with the Fair Work Act.
- (c) For operational requirements, St John may request that an Employee performs work on a public holiday.
- (d) Transport Officers will not be requested to work on a public holiday, unless the shift would be performed with a Medic.



- (e) Payment for any work performed on a public holiday will be at a rate of double time and a half for all hours worked on a public holiday.
- (f) If a part time or casual Employee is not rostered to work on a public holiday, that Employee will not be paid for the public holiday.
- (g) 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.

**30.8 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;
  - (ii) leave without pay (including while on Salary Continuance); or
  - (iii) parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of 12 weeks as provided by St John in **clause 30.10**).
- (c) Each Employee is entitled to paid long service leave at ordinary time on the following basis:
  - (i) at the completion of 10 years' of continuous service – 13 weeks;
  - (ii) at the completion of each subsequent seven (7) years' of continuous service - 13 weeks; and
  - (iii) an Employee will be able to access pro rata long service leave after seven (7) years' continuous service, scheduled in four (4) week blocks and approved by St John based on operational requirements.
- (d) Further to **clause 30.8(c)** above, an Employee will receive:
  - (i) a pro rata long service leave payment if the Employee is:
    - (A) at least 55 years old; and
    - (B) resigns; and
    - (C) has completed at least 12 months continuous service with St John; or
  - (ii) a pro rata long service leave payment to the executor of the relevant estate if the Employee:
    - (A) dies; and
    - (B) completed between 12 months and less than three (3) years continuous service with St John; or
  - (iii) a pro rata long service leave payment if the Employee:
    - (A) has completed at least 12 months continuous service with St John; and

- (B) the Employee's employment is ended by St John on the account of ill health, or as a result of an accident; or
  - (iv) a pro rata long service leave payment if the Employee;
  - (A) has completed at least three (3) year continuous service with St John; and
  - (B) resigns to enter an Invitro Fertilisation programme provided they provide written confirmation from the appropriate medical authority of the dates of the involvement in the programme; or
  - (v) a pro rata long service leave payment, if:
    - (A) the Employee's employment is terminated by their death or is terminated by St John for any reason other than for serious misconduct; and
    - (B) the Employee has completed as least three (3) years' continuous employment with St John but less than 10 years' service; or
  - (vi) 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 30.8(c)** of this Agreement.
- (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 provided that no portion shall be less than four (4) consecutive weeks.
- (h) An Employee is not entitled to long service leave with respect to any service for which St John and the Employee has agreed in writing to receive additional remuneration to compensate in lieu of long service leave, in accordance with **clause 30.9** 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 days 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 30.8(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 30.8(j)** above.
- (m) Long service leave shall be taken at a time convenient to St John but not less than 30 days' notice shall be given to each Employee of the day on which the long service leave is to commence, except in cases where the Employee and St John agree to a lesser period of notice, or in other exceptional circumstances.
- (n) Long service leave must be taken within 6 months of becoming due unless agreed otherwise between the Employee and St John.
- (o) Except for Shift Workers, if a public holiday falls on a day during an Employee's absence on long service leave, the Employee's absence shall be extended by an additional day.
- (p) An Employee cannot undertake any form of employment for hire or reward, while on long service leave.
- (q) Except as otherwise provided for in this Agreement, any long service leave that the Employee has become entitled to under **clause 30.8(c)** or **30.8(d)** of this Agreement, that has not been taken, is payable upon termination of employment.
- (r) If an Employee works continuously for at least 12 months in a higher classification than they were originally employed, and takes long service leave no later than two (2) weeks after finishing in the higher classification, the Employee is to be paid at the higher classification rate of pay.
- (s) Where St John requires Employees to submit to health assessments and where following such assessment St John terminates the employment of an Employee the Employee shall be entitled to payment for credits accrued for long service leave.

### **30.9 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.

### **30.10 Parental Leave**

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

### **30.11 Jury Service**

- (a) An Employee required to attend 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.

### **30.12 Court Attendance**

- (a) If an Employee is summoned to give evidence in a Court, Tribunal or Commission, the Employee must inform St John as soon as possible of the Employee's requirement to attend.
- (b) The Employee must comply with any reasonable request from St John to provide any evidence of the requirement to attend.
- (c) If the proceedings are not work related, St John will release the summoned Employee for the required period without loss of pay, provided the Employee provides evidence of the requirement to attend in accordance with **clause 30.12 (b)**.
- (d) If the proceedings are work related, St John will release the summoned Employee for the required period and will continue to pay the Employee at ordinary time, including necessary travel time, while in attendance.
- (e) If the proceedings are work related, and the Employee is not rostered to work, St John will pay the summoned Employee overtime for the period required in court.
- (f) The Employee shall provide St John with proof of attendance and the duration of such attendance.

### **30.13 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** of this Agreement, the Employee will receive the increased applicable rate of pay from the applicable time.

### **30.14 Special Leave**

- (a) Special leave is paid leave which may be granted by St John subject to operational requirements. Special leave will not be granted for those periods specified in **clause 30.14(r)**.
- (b) St John will provide a specified number of special leave positions.
- (c) The number of metropolitan special leave positions will be based on 7% Medics and 7% Transport Officers, of the total number of metropolitan Employees in established vehicles completing on road shifts in a 24 hour period.
- (d) The number of 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.
- (e) An Employee in a metropolitan or 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. Special leave accrued will be in lieu of extra hours worked by the Employee.
- (f) An Employee can apply for special leave up to three (3) months in advance provided that any such application is made by completing the appropriate documentation.

- (g) An Employee will not be granted special leave if they have, or will have, more than 42.5 hours owing to St John.
- (h) While on special leave, the Employee will continue to be paid ordinary time.
- (i) The time taken on special leave will be:
  - (i) in lieu of extra hours worked by the Employee in advance (**Time Accrued in Advance**); or
  - (ii) paid back by the Employee by either:
    - (A) working shifts in addition to their normal roster, at a time after the special leave (1 hour worked equates to 1 hour paid back); or
    - (B) paying an equivalent amount to St John as a cash payment based on the Ordinary Time rate of pay plus allowances for their Primary Position; or
    - (C) debited against the Employee's accrued annual leave entitlement before the Employee next proceeds on rostered annual leave (1 hour annual leave equates to 1 hour paid back).
- (j) If an Employee owes St John special leave hours, St John may at its discretion pay only 50% of an Employee's overtime with the other 50% reducing the amount of owed hours.
- (k) St John will not withhold payment of overtime referred to in **clause 30.14(j)**, when that overtime has been earned on a shift extension unless agreed between St John and the Employee.
- (l) If an Employee does not have Time Accrued in Advance of taking special leave, the Employee agrees to pay back the Special Leave in accordance with one of the pay back provisions (or a combination) as set out in **clause 30.14(i)(ii)** above before special leave is taken.
- (m) 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 an Employee's Ordinary Time rate of pay plus allowances for their Primary Position.
- (n) An Employee may accumulate Time Accrued in Advance by working up to a maximum of 96 hours. The Employee must advise St John in writing that they wish to accrue such time in advance to be taken as special leave.
- (o) An Employee with extenuating circumstances may apply to Staff Deployment to delay repayment of special leave hours with overtime. It is a requirement that these arrangements must be approved by Staff Deployment in advance.
- (p) Any accrued time which has not been taken as special leave will be paid out on termination of the Employee's employment. The payment will be at the rate of pay applicable to the Employee's Primary Position.
- (q) An Employee can request for some or all of their special leave accruals to be paid out. The payment will be paid at the rate of double time based on 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 special leave accruals to be paid.

- (r) Special leave will not be granted during Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Australia Day, gazetted public holidays during the Easter Period, public holidays that are proclaimed and are then substituted for the next working day, or any other public holidays which have been proclaimed in Western Australia.
- (s) Special leave can be cancelled by providing at least 24 hours' written notice through the appropriate documentation (as determined by St John).

### **30.15 Special Leave Shift Exchange**

- (a) If all special leave positions have been exhausted for a shift or it is during a period outlined in **clause 30.14(r)** of this Agreement, Employees who have credit hours are permitted to use these hours to provide overtime rates to another Employee in exchange for them covering the shift. A special leave exchange is subject to the following:
  - (i) The Employee providing the coverage must be the equivalent role as the Employee they are replacing.
  - (ii) The Employee accessing special leave will have the relevant Time Accrued in Advance hours deducted.
  - (iii) The Employee providing coverage will be paid the applicable overtime rates in accordance with **clause 28** of this Agreement.
  - (iv) In the event that a special leave exchange fails and the Employee arranged does not perform the shift, the Time Accrued in Advance hours will be credited to St John.
  - (v) If an Employee is a party to more than two (2) failed special leave shift exchanges in a 12 month period, they will be exempt for a subsequent 12 month period from either arranging a shift exchange or providing coverage for another Employee.
  - (vi) Where a special leave shift exchange fails because an Employee is sick or because a member of their immediate family is ill or injured and required the Employee to provide care or support, it will not be recorded as a failure under clause 31.15(a)(v), provided the employee produces a medical certificate from a registered medical practitioner in respect of the period related to the failed shift exchange. The medical certificate must be provided to St John as soon as practicable.

### **30.16 Special Leave – Portability**

- (a) Special leave balances can be transferred between metropolitan and Country Locations; however, an Employee is only eligible to utilise metropolitan special leave accruals in a Country Location when they are appointed as a Permanent Country Employee or as a Posting Employee.
- (b) An Employee appointed as a Relief Employee can accrue special leave. While a Relief 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 by the Employee when they return to a metropolitan location.

### **30.17 Leave Without Pay**

- (a) A written application may be made to St John for leave without pay, which may be granted at the discretion of St John.
- (b) Leave without pay applications will include consideration of all other applicable leave entitlements.
- (c) Leave without pay applications may be applicable for, but not limited to:
  - (i) Emergency Service Leave (Community Service Leave);
  - (ii) Cultural and Ceremonial Leave following exhaustion of the paid leave entitlement provided under **clause 30.20**;
  - (iii) Family and Domestic Violence Leave following the exhaustion of the paid leave entitlement provided under **clause 30.19**;
  - (iv) Defence Service Leave; and
  - (v) Transition to Retirement in accordance with **clause 38**.

### **30.18 Family and Domestic Violence Leave - General**

- (a) St John recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their ability to attend work. Therefore, St John is committed to providing support to Employees that experience family violence and respects the need for confidentiality.
- (b) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former), including by a person who is related to the person according to Aboriginal or Torres Islander kinship rules. To avoid doubt, this definition includes behaviour that:
  - (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive;
  - (iv) is threatening;
  - (v) is coercive;
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- (c) Where an Employee is experiencing or attending to matters arising out of family and domestic violence, an Employee may request flexible working arrangements. The Employee's request should be made to their manager or the People Services Department.
- (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.

### **30.19 Family and Domestic Violence – Paid Leave**

- (a) In each 12 month period, an Employee experiencing family and domestic violence may have access to 10 paid days of family and domestic violence leave for medical appointments, attending legal proceedings, counselling, relocation or making other safety arrangements, and other activities 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 10 day period, separate periods of one or more days each, or any separate period to which the Employee and St John agree, including periods of less than one day.
- (e) The leave is available in full at the start of each 12 month period of the Employee's employment.
- (f) Family and domestic violence leave does not accumulate from year to year.
- (g) Approval of family and domestic violence leave pursuant to this clause will be at the discretion of St John, taking into consideration the Employee's particular circumstances with regard to family or domestic violence.

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

- (a) Employees who identify as Aboriginal or Torres Strait Islanders are entitled to up to 5 shifts of paid cultural leave per calendar year which can be accessed to participate in any of the following:
  - (i) Cultural and ceremonial obligations under Aboriginal and Torres Strait Islands lore, customs or traditional law (including Sorry Business); and
  - (ii) Community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- (b) St John will assess each application for cultural leave and give consideration to each individual leave request.
- (c) St John may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- (d) Paid cultural leave will not accrue from year to year and will not be paid out on termination.

### **30.21 Confidentiality**

- (a) St John will take steps to ensure information concerning any notice or evidence an Employee has provided in accordance with **clause 31** is treated confidentially, as far as it reasonably practicable to do so.

- (b) St John will not, other than with the consent of the Employee, use such information for a purpose other than satisfying itself in relation to the Employee's entitlement to leave under **clause 31** of this Agreement. In particular, St John will not use such information to take adverse action against an Employee.
- (c) Nothing in this clause prevents St John from dealing with information provided by an Employee if doing so is required by Australian Law, or is necessary to protect the life, health or safety of the Employee or another person.

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### **31 SALARY CONTINUANCE INSURANCE**

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

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### **32 WORKERS' COMPENSATION**

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

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

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

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### **34 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 34 (a)** must specify the amount to be deducted and the Union to which deductions should be paid.
- (d) Employees may withdraw such authorisation at any time by way of written notice to St John.

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## 35 TERMINATION OF EMPLOYMENT

### 35.1 Termination without notice

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

### 35.2 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:

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

- (b) If the Employee is over 45 years of age with two (2) or more years of continuous service with St John and St John terminates their employment, St John will give the Employee an additional one (1) week 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 or employment.

### 35.3 Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be seven (7) days.
- (b) St John and the Employee may mutually agree to change the period of notice.
- (c) If an Employee fails to give St John the proper notice, St John may deduct and retain monies equal to the value of the number of days for

which notice was not given, unless other agreed in writing with the Employee and in accordance with the Fair Work Act.

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

**35.4 Time off During Notice Period**

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

**35.5 Termination by Redundancy**

- (a) An Employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) **Week's pay** means the ordinary time rate of pay for the Employee concerned, provided that such rate shall exclude:
  - (i) overtime;
  - (ii) penalty rate; and
  - (iii) allowances.
- (c) Employees will receive redundancy no less that what is provided for in Section 119 of the Fair Work Act.

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## 36 DISPUTE SETTLING PROCEDURE

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

- (a) The complainant will document the dispute in writing and it will then be discussed between the Employee(s) and the relevant supervisor in an attempt to resolve it.
- (b) If the dispute is not resolved as outlined in **clause 36(a)** above within five (5) week days of being raised with the relevant supervisor, the dispute will be referred to the relevant line manager, who will attempt to resolve it.
- (c) If the dispute is not resolved as outlined in **clause 36(b)** above within five (5) week days of being raised with the relevant line manager, the dispute will be referred to the Chief Executive Officer or their nominee, who will attempt to resolve it.
- (d) If the dispute is not resolved as outlined in **clause 36(c)** above within five (5) week days of being raised with the Chief Executive Officer or his/her nominee, and the dispute relates to a matter arising under this Enterprise Agreement or relating to the NES, any party to the dispute may refer it to Fair Work.
- (e) 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.
- (f) The parties to the dispute will abide by the decision of Fair Work subject to any party to the dispute exercising a right of appeal against the decision in accordance with the Fair Work Act.
- (g) The period for resolving a dispute may be extended by agreement between the parties.
- (h) At all stages of the procedure set out above, either party may appoint or be accompanied by a representative of their choice.
- (i) While the dispute is being dealt with, or while any conciliation or arbitration is progressing, the Employee(s) concerned will continue to work in accordance with this Agreement.

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## 37 GENERAL

### 37.1 Notice Board

- (a) St John will provide a notice board of reasonable dimension to be erected in a prominent position in each work location.

- (b) A copy of this Agreement will be permitted to be posted on the notice board unless a copy of the Agreement is available to all Employees on St John's intranet.

### **37.2 Variation**

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

### **37.3 Severance**

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

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## **38 TRANSITION TO RETIREMENT**

- (a) Employees who are aged 55 or over and have indicated their intention in writing to retire from St John may consider participating in a transition to retirement arrangement. St John will not unreasonably refuse a request by an Employee where the proposed arrangement will assist the Employee to transition to retirement and it meets St 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 11** of this Agreement;
  - (ii) job-sharing an equivalent full-time position in line with **clause 14** of this Agreement; and
  - (iii) applying for alternative roles within St John.
- (c) In addition, an Employee who has indicated their intention in writing to transition to retirement may, with approval of St John:
  - (i) Cash out long service leave, in line with **clauses 30.9**.
  - (ii) Be granted four (4) weeks' leave without pay per annum, in line with **clause 30.17**.
  - (iii) Be appointed to a role which is lower in pay (post transitional role) long service leave entitlements will be preserved and paid at the pre transition rate of pay:
    - (A) The amount of preserved long service leave entitlement will be communicated in writing to the Employee; and
    - (B) Post transition all long service leave entitlements will be accrued and paid at the applicable rate of the new role.

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

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

**St John by:**

Signature of the Authorised Person:



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Name in Full:

Brendon Brodie - Hall

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Position:

Chief Emergency Officer

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Address:

209 Great Eastern Highway, Belmont, 6104

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9/04/2024


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On this date:

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

**United Workers Union by:**

Signature of the Authorised Person:



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Name in Full:

Demi Pnevmatikos

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Position:

Director - United Workers Union

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Address:

Level 1/101 Henley Beach Rd Mile End SA 5031

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On this date:

17/04/2024

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# APPENDIX 1

**St John Ambulance Western Australia Ltd**  
**Rates of Pay - Patient Transport Services**  
**Enterprise Agreement 2023**

First phase of three increments (5.0%) effective from 1 July 2023

Mon - Fri between 0600 & 1800	Base Rate Weekly	Hourly Rate	Excess Hours Penalty		Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	-	\$1,319.79	\$68,849.09
2nd Year	\$1,196.24	\$31.48	\$138.82	-	\$1,335.06	\$69,645.67
3rd Year	\$1,208.02	\$31.79	\$140.18	-	\$1,348.20	\$70,331.14
5th Year	\$1,231.98	\$32.42	\$142.98	-	\$1,374.92	\$71,725.04
Trainer - Transport Officer	\$1,581.94	\$41.63	\$183.58	-	\$1,765.52	\$92,101.35
Mon - Fri 1600 to 0030	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$130.70	\$1,450.49	\$75,667.28
2nd Year	\$1,196.24	\$31.48	\$138.82	\$132.22	\$1,467.28	\$76,543.16
3rd Year	\$1,208.02	\$31.79	\$140.18	\$133.52	\$1,481.72	\$77,296.44
5th Year	\$1,231.98	\$32.42	\$142.98	\$136.16	\$1,511.08	\$78,828.06
Mon - Fri 1630 to 0100	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$142.37	\$1,462.16	\$76,276.06
2nd Year	\$1,196.24	\$31.48	\$138.82	\$144.02	\$1,479.08	\$77,158.72
3rd Year	\$1,208.02	\$31.79	\$140.18	\$145.44	\$1,493.64	\$77,918.27
5th Year	\$1,231.98	\$32.42	\$142.98	\$148.32	\$1,523.24	\$79,462.40
Mon - Fri 1300 to 2130	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$60.68	\$1,380.47	\$72,014.56
2nd Year	\$1,196.24	\$31.48	\$138.82	\$61.39	\$1,396.45	\$72,848.19
3rd Year	\$1,208.02	\$31.79	\$140.18	\$61.99	\$1,410.19	\$73,564.96
5th Year	\$1,231.98	\$32.42	\$142.98	\$63.22	\$1,438.14	\$75,023.02
Mon - Fri 1400 to 2230	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$84.02	\$1,403.81	\$73,232.14
2nd Year	\$1,196.24	\$31.48	\$138.82	\$85.00	\$1,420.06	\$74,079.84
3rd Year	\$1,208.02	\$31.79	\$140.18	\$85.83	\$1,434.03	\$74,808.61
5th Year	\$1,231.98	\$32.42	\$142.98	\$87.53	\$1,462.45	\$76,291.19
Mon - Fri 1100 to 1930	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$14.00	\$1,333.79	\$69,579.42
2nd Year	\$1,196.24	\$31.48	\$138.82	\$14.17	\$1,349.23	\$70,384.88
3rd Year	\$1,208.02	\$31.79	\$140.18	\$14.31	\$1,362.51	\$71,077.65
5th Year	\$1,231.98	\$32.42	\$142.98	\$14.59	\$1,389.51	\$72,486.15
Mon - Fri 1200 to 2030	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Night Shift Penalty	Total Weekly	Total Annually
1st Year	\$1,182.56	\$31.12	\$137.23	\$37.34	\$1,357.13	\$70,796.99
2nd Year	\$1,196.24	\$31.48	\$138.82	\$37.78	\$1,372.84	\$71,616.53
3rd Year	\$1,208.02	\$31.79	\$140.18	\$38.15	\$1,386.35	\$72,321.30
5th Year	\$1,231.98	\$32.42	\$142.98	\$38.90	\$1,413.82	\$73,754.32
Weekends only	Base Rate Weekly	Hourly Rate		Weekend Penalty	Total Weekly	Total Annually
1st Year	\$529.04	\$31.12	-	\$330.65	\$859.69	\$44,847.19
2nd Year	\$535.16	\$31.48	-	\$334.48	\$869.64	\$45,366.25
3rd Year	\$540.43	\$31.79	-	\$337.77	\$878.20	\$45,812.80
5th Year	\$551.14	\$32.42	-	\$344.46	\$895.60	\$46,720.50
Mental Health Transport Officer	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Weekend and Night Penalty	Total Weekly	Total Annually
1st Year	\$1,241.84	\$32.68	226.19	\$271.14	\$1,739.17	\$90,726.76
2nd Year	\$1,255.90	\$33.05	228.75	\$274.21	\$1,758.86	\$91,753.92
3rd Year	\$1,268.82	\$33.39	231.11	\$277.03	\$1,776.96	\$92,698.14
5th Year	\$1,293.90	\$34.05	235.67	\$282.51	\$1,812.08	\$94,530.23
Medic	Base Rate Weekly	Hourly Rate	Excess Hours Penalty	Weekend and Night Penalty	Total Weekly	Total Annually
1st Year	\$1,251.34	\$32.93	*	*	*	*
2nd Year	\$1,265.78	\$33.31	*	*	*	*
3rd Year	\$1,278.32	\$33.64	*	*	*	*
5th Year	\$1,303.40	\$34.30	*	*	*	*
Medic Trainer	\$1,673.90	\$44.05	*	*	*	*

Shift Loading Night 15% Saturday 50% Sunday 75% Casual employees incur 25% loading

\* Calculated based on roster



**St John Ambulance Western Australia Ltd**  
**Rates of Pay - Patient Transport Services**  
**Enterprise Agreement 2023**

Second phase of three increments (5.0%) effective from 1 July 2024

<b>Mon - Fri between 0600 &amp; 1800</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>		<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	-	\$1,385.95	\$72,300.44
2nd Year	\$1,255.90	\$33.05	\$145.74	-	\$1,401.64	\$73,118.93
3rd Year	\$1,268.44	\$33.38	\$147.20	-	\$1,415.64	\$73,849.27
5th Year	\$1,293.52	\$34.04	\$150.11	-	\$1,443.63	\$75,309.41
Trainer - Transport Officer	\$1,660.98	\$43.71	\$192.75	-	\$1,853.73	\$96,702.98
<b>Mon - Fri 1600 to 0030</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$137.26	\$1,523.21	\$79,480.84
2nd Year	\$1,255.90	\$33.05	\$145.74	\$138.81	\$1,540.45	\$80,360.19
3rd Year	\$1,268.44	\$33.38	\$147.20	\$140.20	\$1,555.84	\$81,163.04
5th Year	\$1,293.52	\$34.04	\$150.11	\$142.97	\$1,588.60	\$82,767.69
<b>Mon - Fri 1630 to 0100</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$149.51	\$1,535.46	\$80,099.88
2nd Year	\$1,255.90	\$33.05	\$145.74	\$151.20	\$1,552.84	\$81,006.54
3rd Year	\$1,268.44	\$33.38	\$147.20	\$152.71	\$1,568.35	\$81,815.64
5th Year	\$1,293.52	\$34.04	\$150.11	\$155.73	\$1,599.36	\$83,433.33
<b>Mon - Fri 1300 to 2130</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$63.73	\$1,449.68	\$75,625.02
2nd Year	\$1,255.90	\$33.05	\$145.74	\$64.45	\$1,468.09	\$76,481.08
3rd Year	\$1,268.44	\$33.38	\$147.20	\$65.09	\$1,480.73	\$77,244.80
5th Year	\$1,293.52	\$34.04	\$150.11	\$66.38	\$1,510.01	\$78,772.24
<b>Mon - Fri 1400 to 2230</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$88.24	\$1,474.19	\$76,903.63
2nd Year	\$1,255.90	\$33.05	\$145.74	\$89.24	\$1,490.88	\$77,774.29
3rd Year	\$1,268.44	\$33.38	\$147.20	\$90.13	\$1,505.77	\$78,551.05
5th Year	\$1,293.52	\$34.04	\$150.11	\$91.91	\$1,535.54	\$80,104.05
<b>Mon - Fri 1100 to 1930</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$14.71	\$1,400.66	\$73,087.81
2nd Year	\$1,255.90	\$33.05	\$145.74	\$14.87	\$1,416.51	\$73,894.65
3rd Year	\$1,268.44	\$33.38	\$147.20	\$15.02	\$1,430.66	\$74,632.81
5th Year	\$1,293.52	\$34.04	\$150.11	\$15.32	\$1,458.95	\$76,108.61
<b>Mon - Fri 1200 to 2030</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,241.84	\$32.68	\$144.11	\$39.22	\$1,425.17	\$74,346.42
2nd Year	\$1,255.90	\$33.05	\$145.74	\$39.66	\$1,441.30	\$75,187.88
3rd Year	\$1,268.44	\$33.38	\$147.20	\$40.06	\$1,455.70	\$75,939.07
5th Year	\$1,293.52	\$34.04	\$150.11	\$40.85	\$1,484.48	\$77,440.42
<b>Weekends only</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>		<b>Weekend Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$555.56	\$32.68	-	\$347.23	\$902.79	\$47,095.58
2nd Year	\$561.85	\$33.05	-	\$351.16	\$913.01	\$47,628.72
3rd Year	\$567.46	\$33.38	-	\$354.66	\$922.12	\$48,103.96
5th Year	\$578.68	\$34.04	-	\$361.68	\$940.36	\$49,055.48
<b>Mental Health Transport Officer</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Weekend and Night Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,303.78	\$34.31	237.47	\$284.67	\$1,825.92	\$95,252.22
2nd Year	\$1,318.60	\$34.70	240.17	\$287.90	\$1,846.67	\$96,334.68
3rd Year	\$1,332.28	\$35.06	242.67	\$290.89	\$1,865.84	\$97,334.72
5th Year	\$1,358.50	\$35.75	247.44	\$296.61	\$1,902.55	\$99,249.78
<b>Medic</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Weekend and Night Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,314.04	\$34.58 *	*	*	*	*
2nd Year	\$1,329.24	\$34.98 *	*	*	*	*
3rd Year	\$1,342.16	\$35.32 *	*	*	*	*
5th Year	\$1,368.76	\$36.02 *	*	*	*	*
Medic Trainer	\$1,757.50	\$46.25 *	*	*	*	*

Shift Loading Night 15% Saturday 50% Sunday 75% Casual employees incur 25% loading

\* Calculated based on meter

**St John Ambulance Western Australia Ltd**  
**Rates of Pay - Patient Transport Services**  
**Enterprise Agreement 2023**

Third phase of three increments (4.0%) effective from 1 July 2025

<b>Mon - Fri between 0600 &amp; 1800</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>		<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	-	\$1,441.51	\$75,198.82
2nd Year	\$1,306.06	\$34.37	\$151.56	-	\$1,457.62	\$76,039.23
3rd Year	\$1,319.36	\$34.72	\$153.10	-	\$1,472.46	\$76,813.38
5th Year	\$1,345.20	\$35.40	\$156.10	-	\$1,501.30	\$78,317.87
Trainer - Transport Officer	\$1,727.48	\$45.46	\$200.46	-	\$1,927.94	\$100,574.27
<b>Mon - Fri 1600 to 0030</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$142.76	\$1,584.27	\$82,646.14
2nd Year	\$1,306.06	\$34.37	\$151.56	\$144.35	\$1,601.97	\$83,569.49
3rd Year	\$1,319.36	\$34.72	\$153.10	\$145.82	\$1,618.28	\$84,420.33
5th Year	\$1,345.20	\$35.40	\$156.10	\$148.68	\$1,649.98	\$86,074.01
<b>Mon - Fri 1630 to 0100</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$155.50	\$1,597.01	\$83,310.74
2nd Year	\$1,306.06	\$34.37	\$151.56	\$157.24	\$1,614.86	\$84,241.92
3rd Year	\$1,319.36	\$34.72	\$153.10	\$158.84	\$1,631.30	\$85,099.54
5th Year	\$1,345.20	\$35.40	\$156.10	\$161.96	\$1,663.26	\$86,766.79
<b>Mon - Fri 1300 to 2130</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$66.28	\$1,507.79	\$78,656.43
2nd Year	\$1,306.06	\$34.37	\$151.56	\$67.02	\$1,524.64	\$79,535.44
3rd Year	\$1,319.36	\$34.72	\$153.10	\$67.70	\$1,540.16	\$80,345.06
5th Year	\$1,345.20	\$35.40	\$156.10	\$69.03	\$1,570.33	\$81,918.93
<b>Mon - Fri 1400 to 2230</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$91.77	\$1,533.28	\$79,986.16
2nd Year	\$1,306.06	\$34.37	\$151.56	\$92.80	\$1,550.42	\$80,880.30
3rd Year	\$1,319.36	\$34.72	\$153.10	\$93.74	\$1,566.20	\$81,703.49
5th Year	\$1,345.20	\$35.40	\$156.10	\$95.58	\$1,596.88	\$83,303.96
<b>Mon - Fri 1100 to 1930</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$15.30	\$1,456.81	\$75,996.97
2nd Year	\$1,306.06	\$34.37	\$151.56	\$15.47	\$1,473.09	\$76,846.24
3rd Year	\$1,319.36	\$34.72	\$153.10	\$15.62	\$1,488.08	\$77,628.22
5th Year	\$1,345.20	\$35.40	\$156.10	\$15.93	\$1,517.23	\$79,148.88
<b>Mon - Fri 1200 to 2030</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Night Shift Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,291.62	\$33.99	\$149.89	\$40.79	\$1,482.30	\$77,326.70
2nd Year	\$1,306.06	\$34.37	\$151.56	\$41.24	\$1,498.86	\$78,190.58
3rd Year	\$1,319.36	\$34.72	\$153.10	\$41.66	\$1,514.12	\$78,986.64
5th Year	\$1,345.20	\$35.40	\$156.10	\$42.48	\$1,543.78	\$80,533.91
<b>Weekends only</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>		<b>Weekend Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$577.83	\$33.99	-	\$361.14	\$938.97	\$48,982.97
2nd Year	\$584.29	\$34.37	-	\$365.18	\$949.47	\$49,530.72
3rd Year	\$590.24	\$34.72	-	\$368.90	\$959.14	\$50,035.17
5th Year	\$601.80	\$35.40	-	\$376.13	\$977.93	\$51,015.38
<b>Mental Health Transport Officer</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Weekend and Night Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,355.84	\$35.68	246.96	\$296.03	\$1,898.83	\$99,055.69
2nd Year	\$1,371.42	\$36.09	249.79	\$299.43	\$1,920.64	\$100,193.45
3rd Year	\$1,385.48	\$36.46	252.36	\$302.50	\$1,940.34	\$101,221.13
5th Year	\$1,412.84	\$37.18	257.34	\$308.48	\$1,978.66	\$103,220.16
<b>Medic</b>	<b>Base Rate Weekly</b>	<b>Hourly Rate</b>	<b>Excess Hours Penalty</b>	<b>Weekend and Night Penalty</b>	<b>Total Weekly</b>	<b>Total Annually</b>
1st Year	\$1,366.48	\$35.96 *		*	*	*
2nd Year	\$1,382.44	\$36.38 *		*	*	*
3rd Year	\$1,395.74	\$36.73 *		*	*	*
5th Year	\$1,423.48	\$37.46 *		*	*	*
Medic Trainer	\$1,827.80	\$48.10 *		*	*	*

Shift Loading Night 15% Saturday 50% Sunday 75% Casual employees incur 25% loading

\* Calculated based on roster

## APPENDIX 2

### St John Ambulance Western Australia Ltd

#### Allowances

First Increase - 01/07/2023

Second Increase - 01/07/2024

Third Increase - 01/07/2025

Description of Allowance	First Increase	Second Increase	Third Increase	Payment
	<b>5%</b>	<b>5%</b>	<b>4%</b>	
On Road Tutor Allowance – Transport Officers	\$26.00	\$27.30	\$28.39	per day
On Road Tutor Allowance – Medics	\$28.28	\$29.69	\$30.88	per day
Overtime Meals Allowance	\$16.73	\$17.57	\$18.27	per meal
Air - conditioning Allowance	\$38.22	\$40.13	\$41.74	per week
On Call Roster Allowance	\$5.76	\$6.05	\$6.29	per hour/part hour
Remote Location Allowance	\$401.40	\$421.47	\$438.33	per week
Country Training Travel Allowance	\$192.99	\$202.64	\$210.75	per night
<b>Description of Allowance</b>	<b>5%</b>	<b>0%</b>	<b>0%</b>	
Relief Mental Health Transport Officer Allowance	\$7.01	\$7.01	\$7.01	per hour
<b>Description of Allowance</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	
Travel Allowance	\$0.81	\$0.81	\$0.81	per km
Meal Break Penalty	\$15.00	\$15.00	\$15.00	per shift
Specialist Vehicle Allowance	\$20.00	\$20.00	\$20.00	per shift

Location Allowance (Zone & Country)				
	<b>5%</b>	<b>5%</b>	<b>4%</b>	
Geraldton	\$76.94	\$80.79	\$84.02	per week
Goldfields	\$51.36	\$53.93	\$56.09	per week
Metro Surrounding Area	\$17.12	\$17.98	\$18.70	per week
Northern Region	\$240.29	\$252.30	\$262.39	per week
Southwest	\$39.36	\$41.33	\$42.98	per week

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## APPENDIX 3

### Mental Health Transport Officer Initial roster and ordinary hours

#### Rotating roster over 8 week period

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	A	A	A	B			
2		A	A	A	B		
3			A	A	A	B	
4				A	A	A	B
5					A	A	A
6	B					A	A
7	A	B					A
8	A	A	B				

#### A Shift

Hours of work: 1030 to 2200 hours

Total hours worked: 11 hours (plus 30 minute unpaid meal break)

#### B Shift

Hours of work: 1100 to 2200 hours

Total hours worked: 10.5 hours (plus 30 minute unpaid meal break)

#### Ordinary hours worked per week

Week	Ordinary hours	Reasonable additional hours	Total hours
1	38	5.5	<b>43.5</b>
2	38	5.5	<b>43.5</b>
3	38	5.5	<b>43.5</b>
4	38	5.5	<b>43.5</b>
5	32.5	0	<b>32.5</b>
6	32.5	0	<b>32.5</b>
7	32.5	0	<b>32.5</b>
8	32.5	0	<b>32.5</b>

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1345

Applicant:

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

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

**Undertaking – Section 190**

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

1. Further to clause 12:
  - a. All work performed as a Multi Hire Engagement will be paid at overtime rates (200%) once the employee has reached 38 hours of engagement in one week, across St John WA operations.
  - b. Should an employee work more than 10 consecutive shifts without employee agreement, or 12 consecutive shifts with employee agreement, then overtime will be payable for each additional shift at triple time (300%), this includes consecutive shifts worked across other Enterprise Agreements within St John WA.
2. In respect to clauses 11(j) and 14(h) Part Time or Job Share employees will not be offered additional hours unless there is an agreed written variation or an IFA in effect. This does not apply to Immediate Call Backs; Shift Extensions; or where the employee works a fixed roster, beyond 76 hours in a fortnight.
3. Further to clause 27 (d), if an employee is scheduled to work a shift that includes hours worked between the hours of 18:00 and 06:00 and, the hours worked between 1800 and 0600 are less than 3.5 hours, the employee will receive a \$25.00 allowance per shift.

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: 22 May 2024

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