



St John WA

Transport Officers Enterprise Agreement 2020

Without Prejudice

2 June 2021

Dear Bargaining Representatives, United Workers Union and Ambulance Employees Association WA,

Revised St John offer

Following consideration of the outstanding Bargaining Representatives claims St John confirms the following without prejudice offer detailed below.

This offer is to be taken as a complete offer in settling the proposed Transport Officers Enterprise Agreement 2020. Any claims not referenced in this offer have been discussed at length in the negotiations and are not agreed to by St John.

1) Wage Offer and Classification Structure

The commercial reality of the Patient Transport Industry and the need to remain competitive creates a financial imperative to modify the classification structure while providing appropriate annual increases for employees.

a) Base Rate of Pay to be increased by 1.5% each year of the Agreement as outlined below:

- i. Year 1 (1.5%) – 1 July 2020
- ii. Year 2 (1.5%) – 1 July 2021
- iii. Year 3 (1.5%) – 1 July 2022

b) Allowances to be increased as outlined below:

- i. On Road Tutor Allowance to be increased by 1.5% each year of the Agreement
- ii. Overtime Meal Allowance to be increased by 1.5% each year of the Agreement
- iii. No increase to Travel Allowance
- iv. Removal of Mental Health Transport Officer Allowance

While we have an urgent need to remain competitive St John does not want to disadvantage or take away current entitlements from our employees. As such St John are proposing to introduce the revised classification structure for new employment arrangements only.

c) Introduction of a new Transport Paramedic Classification at Year 5.

- i. Grandfather Existing Transport Officers at Year 5
- ii. Cap New Transport Officers at Year 3

- The proposed classification structure ensures Transport Officers employed at the time the Agreement comes into operation are able to progress to Year 5. New Transport Officer progression will be capped at Year 3.
- In accordance with St John proposed clause(s) dated 4 December 2020.

2) Amendment to Hours of Work and Shift clause – Claim Withdrawn

The roster flexibility proposed by St John is broad. Recognising it is not clear what future rosters are going to be required St John withdraw this claim and the related changes to the Hours of Work and Shift Clause. No changes are proposed to Clause 22.

3) Claim for Long Service Leave Pro-Rata – Agreed

Employees claim for Pro-rata Long Service Leave after 7 years of Service is agreed. Clause to be drafted.

4) Leave Guide Updated to Reduce Request Timeframes. The below timeframes to be recorded in the 'Leave Guide':

- a. leave can be swapped in the same calendar year
- b. requests for 1 week or more reduced from 6 weeks to 4 weeks prior to date of leave.
- c. requests for 1 day reduced to 1 weeks' notice.

Previously Proposed Items

5) Amendment to Entire Agreement clause 4.3

The Amendment to this clause is a result of a query raised by the Fair Work Commission during the recent approval of the *St John Ambulance Western Australia Ltd. Communications Officers Enterprise Agreement 2020*. The resulting wording provides clarity of the existing interactions of the Agreement with the applicable industrial instruments and NES.

- In accordance with proposed clause dated 4 December 2020

6) Amendment to Travel Allowance clauses 17.2 and 17.3

While some proposed changes to the Travel Allowance Clause 17.2 and 17.3 have been discussed St John have proposed further change to the current wording. Recently, AEAWA have queried the application of this clause to casual employees. Each shift worked by St John casual employees is a separate engagement and forms a separate contract of employment paid at the hourly rate for the applicable classification.

Under the Enterprise Agreement Casual employees are entitled to receive extension overtime based on the shift they have accepted, however an ICB does not apply. The proposed wording change is consistent with how ICB's are applied since the introduction of the clause in 2008.

- In accordance with proposed clauses dated 4 December 2020

7) St John agree to the claim for Special Leave Shift Exchange (new clause)

- In accordance with proposed clause dated 4 December 2020

8) Remove the Mental Health Transport Officer classification and any other reference in the Agreement.

9) Introduction of Transition to Retirement clause (New Clause)

- In accordance with proposed clause dated 4 December 2020.

10) Amendment to Introduction of Change (clause 7.1) to include wording 'may be written'

- In accordance with proposed clause dated 4 December 2020

11) Amendment to Leave Without Pay (clause 26.15) to detail types of LWOP

- In accordance with proposed clause dated 4 December 2020

Previously Agreed Items

12) 3-year Agreement commencing from expiry 30 June 2020

13) Introduction of 10 days unpaid Family and Domestic Violence Leave (new clause)

- In accordance with proposed clause dated 4 December 2020

14) Amendment to Parental leave (clause 26.10) to remove reference to PPL Act

- In accordance with proposed clause dated 4 December 2020

15) Introduction of Watches/Glasses Reimbursement (New Clause)

- In accordance with St John proposed clause dated 4 December 2020

16) Amendment of Superannuation (clause 25) to include reference to default fund

- In accordance with St John proposed clause dated 4 December 2020

17) Amendment of Definitions clause to provide the following updates:

- 'Union' means United Workers Union
- 'On Road Tutor/Mentor' means 3 years' experience as Patient Transport Officer or equivalent Perth metropolitan experience.

18) Health Assessments (clause 17) to include wording specific to 'relevant to capacity to perform their role'

- In accordance with proposed clause dated 4 December 2020

19) Allocated Position (new clause) to reflect current allocated position practice.

- In accordance with proposed clause dated 4 December 2020

20) Casual Employees (clause 10) to include casual conversion rights.

- In accordance with proposed clause dated 4 December 2020

21) Personal Leave (clause 26.2) to confirm entitlement no less than NES.

- In accordance with proposed clause dated 4 December 2020

22) Termination of Employment (clause 31.5) to confirm no less than Fair Work Act.

- In accordance with proposed clause dated 4 December 2020

23) Review all clauses of the Agreement to ensure consistency and compliance.

24) Back pay to 1 July 2020 will be paid on the annual salary in the event that in principle agreement is reached by **15 June 2021**.

This offer is in response to all collective claims from St John, Employee Bargaining Representatives, United Workers Union and Ambulance Employees Association WA.

Yours sincerely



ANTONY SMITHSON
CHIEF OPERATING OFFICER