



Dear members,

Today your negotiation team met with SJA representatives for the 11th EBA meeting.

This week we will be trialing a PDF version of our EBA update, which will allow much more formatting options including the ability to share any provided data.

As you will see below, the agenda was fairly compact today and so our update was also quite short. This was shortened further as St John needed to cut short the proceedings due to operational issues.

Agenda:

Apologies	
Item	
1.	Introduction and Welcome (St John)
	1.1 Outline of Agenda for day
2.	Actions
	2.1 Respond to UWU Special Leave clause (SJA, AEAWA & EBR)
	2.2 Blackout Period data on Special Leave (SJA)
	2.3 Respond to UWU Job Share clause (SJA, AEAWA & EBR)
3.	Paramedic Special Operations (PSO)
	3.1 PSO remuneration claims (SJA)
4.	Declared Emergency Clause
	4.1 Discuss proposed Declared Emergency clause (SJA)
5.	Secondment
	5.1 Respond to SJA claim (UWU/AEAWA/EBR)
6.	Return to Work
	6.1 SJA to respond to AEAWA claim for policy on return to work
7.	Reasonable Overtime/Shift Extensions
	8.1 SJA to respond to AEAWA/UWU claims
14.	Conclusion (St John) Next meeting will be 30 June 2021 9.30am

Special Leave Portability

St. John responded to a claim to have the ability to move Special Leave which has been accrued between metro and country locations

St John argued that it is ‘administratively too hard’ to manage special Leave accrued in regions..

AEAWA Response:
The AEAWA argued that the assertion that it is ‘too hard’ to manage is patently ridiculous. Your delegates argued that if an employee books off sick, that data will be reflected directly on Kiosk before the shift is even completed. We therefore do not understand how Special Leave would be any more challenging to manage.

Blackout Periods for Special Leave

Under Item 2.2 ‘Actions’ SJA provided details of blackout periods for Special Leave. Last week the AEAWA challenged the necessity of the established practice of routinely ‘blocking out’ whole periods as being ineligible for Special Leave, particularly around Easter and Christmas.

St John presented information which they believe shows that demand for ambulance services is generally higher over the holiday periods (with the exception of Easter), and claim that officers are also less available to work OT over these periods.

Some of the data presented looked like this:



St John used the above data to argue that they are unwilling to remove any blackout periods.

AEAWA Response:
We acknowledge that many of the holiday periods can be busier, but this does not in itself justify why non-public holidays, such as Easter Saturday or 28th December should be 'blacked out' and unavailable for Special Leave. St John promised to look at additional data for these non public holiday periods to ascertain if any movement could be made to free up availability.

Further, we believe the if the data shows that both Easter and ANZAC day are traditionally quieter periods in terms of call volume, we believe St John should examine their status as blackout periods.

It is the AEAWA position that only the GAZETTED public holidays themselves should be ‘blacked out’ if any need to be at all.

(PSO) Paramedic Special Operations (SJA)

St John began discussions seeking to explore what a PSO classification might look like, however this was interrupted by objections from UWU who felt discussions occurring outside of the negotiation room surrounding an on road component were undermining the negotiation. The discussion degenerated and it took some time to regain order.

St John argued that the only discussions that had taken place with the PSO group were about exploring the viability of an on road component, but this has no bearing on the claim which is currently on the table, which is a ‘on call’ component only.

St John would like the negotiation teams to consider the implications of creating a new classification of PSO, such as ‘could or should officers be able to hold dual (or more) roles, if they became classified under the Agreement as a PSO’ (such as also concurrent CSP or CCP, as is currently the case, as it just attracts a USAR allowances and not a classification.

AEAWA Response:
It is the AEAWA position that the proposed changes for Paramedic Special Operations are an SJA claim, and therefore the onus is on them to submit something for evaluation. We will respond formally once a concrete proposal is submitted, as the discussion at the moment seems to be quite circular and non productive.

Declared Emergency Clause (SJA)

As a reminder to our members, St John have proposed to introduce a clause which would allow them **change or suspend** your roster and shift pattern.

Provided below was the wording from the original claim from St John:

Operational

5. Amendment of Rosters (Clause 26)

To support business continuity in the event there is an urgent crisis or situation that impacts the ability to deliver an emergency ambulance service to the community, there is a need to introduce a clause that allows St John to suspend a roster or part thereof.

This would allow St John to dynamically respond to a crisis or situation that may not have been declared an emergency under the Emergency Management Act 2005. This action would require the Executive Director Ambulance Operations or Authorised Delegate to determine if such action is required in the public interest.

For the purposes of suspending a roster the following internal definition of Emergency would apply:

Emergency means an unforeseen urgent crisis or situation, which will create an imminent risk to St John being able to provide an emergency ambulance service to the public.

An Emergency can be declared without notice; however, St John will endeavour to provide as much notice as possible given the nature of the crisis.

An example of an internal emergency could be a significant number of staff on a particular shift colour have been required to immediately isolate due to exposure to Measles.

The AEAWA have significant concerns with this proposal as worded above.

- It has been clearly communicated by senior leadership in the '10:10' morning meetings that St John want increased ability to change your rosters and shift patterns without consultation, and that this would be in response to 'for example' COVID type situations, i.e. in situations where supply of ambulances exceeds 000 demand. We can't help but feel that in these circumstances 'business continuity' means cutting back on crews or shifts to run more cost effectively in such circumstances.
- For well over 2 years there has been a daily 'crisis' in our ambulance service which has significantly impacted our ability to 'deliver an emergency ambulance service'. If St John have so far been happy with the current crisis, we don't understand the sudden need to grant sweeping powers to vary our rosters, unless of course ramping is forecasted to worsen and St John wish to have the ability to chop and change your shifts to better manage ramping.
- Most importantly, there has never been any significant crisis or emergency in which St John have not been inundated with offers of help from staff on road, who would happily change shifts, hours of work and change locations to help in any way they can.

Oversell, we feel that this clause as completely unnecessary.

It is also critical to remember that this claim is IN ADDITION to the SJA 'Enhanced Rostering Flexibility' claim (not on the agenda today) which, if approve, would:

- Allow St John to remove permanency from new positions
- Allow St. John to move you across shifts at their discretion
- Allow St John to roster you away from your Allocated position for greater than the current 16 weeks.

During negotiations, St John have played down the wording of their claim significantly, arguing that they could only foresee exercising these powers only in very serious circumstances. However, any clause agreed to would likely outlast the current leadership and then will become a matter of interpretation

The reality is that we keep coming back to the same things. A well resourced ambulance service with sufficient staff would generally not be overly impacted significantly by things such as a Measles exposure, prompting isolation. In fact, if past handling of these matters is anything to go on, it will be some weeks before staff are even notified by St John that they have been exposed.

AEAWA Response:
The AEAWA have requested details of the relevant legislation upon which St John believe there is a need to introduce this provision.

Secondment Clause (SJA)

St John have proposed to increase the maximum term of a secondment from an initial 2 year term with possible extension to 3), to a 4 tear term (with a possible extension to 5).

The claim is laid out below.

10. Amendment of Secondments (Clause 25)

To support operational continuity and providing better utilisation of experience and acquired skills for a longer period of time than currently permitted.

- Amend 25(b) to increase initial appointment to a maximum of 4 years (208 weeks) with a possible extension not exceeding 5 year (260 weeks).

The AEAWA again have reservations.

Over the term of the current Agreement, we have unfortunately been forced to raise a number of disputes regarding St John's wilful flouting of this CURRENT timeframe, including escalation to the Fair Work Commission.

There has been many secondments who have exceeded the current maximum term, many again who have been temporarily (and rather conveniently) moved from one 'secondment' position to another in order to re-start the time limitations, and many instances where St John have extended the definition of 'secondment' to include positions which they were never intended to (such as manager positions which are not contained in the Agreement).

It is our opinion that the existing secondment clause has NOT been applied in the spirit to which it was agreed after being negotiated in good faith, and therefore we are reluctant to introduce yet more leeway for this to happen more frequently.

Secondments are an opportunity for employees to take up new challenges, to develop professionally and to experience different aspects of the business. By extending the maximum timeframe, we simply reduce the burden on St John to recruit and train, and LIMIT the availability of secondment positions to other officers. Should a position be filled for 2 x 5 year terms, that effectively eliminates the possibility of other officers entering that particular secondment position for 10 years, which is more than the current average career tenure within St John.

AEAWA Response:
Following feedback from members, our position is that we are comfortable with the current secondment timeframes of 2 years with a possibility of extension to 3 years.

Return to Work (AEAWA)

As a reminder, the AEAWA seek to clarify the policy on Return to Work as we believe the current policy as applied by St John to be discriminatory.

St John currently prohibit all operational employees who have sustained any injury (no matter how minor) in which they have accessed Workers Compensation, to be INELIGIBLE to apply for ANY secondment position or relief position until a period of 13 weeks has elapsed since the return to their substantive role.

It is our belief that once an officer has returned to full duties and been cleared by their medical professional, they should have NO MEDICAL REASON that would restrict their applying for other positions. We believe this is simply a deterrent designed to discourage officers from accessing their legislatively protected workers compensation rights, and we have sought legal advice, which has backed our view.

St John requested to pursue this matter further outside of the agreement negotiation, stating that there are external interests such as insurers, who may need to be consulted for such a change.

The AEAWA will provide sample wording to progress this issue in the negotiation room.

Job Share

Discussion occurred around the proposed revisions to the Job Share clause, but mostly centred on the 'classification' mix that is allowed for people to enter into Job Share. The current clause states both officers must be of the same classification. But custom and practice permits AP1 to share a job with AP3, and in the past SM classifications have shared with AP etc. Discussion also occurred as to the implications of AO sharing with AP, and why we feel it should potentially be possible with minimal negative consequences.

AEAWA Response:
We are committed to a fair and reasonable Job Share clause which will make Job Share a possibility and available equally (with similar conditions) across the service. AEAWA also raised the INEQUITY in the hugely disproportionate number of 224 spare officers each roster vs the number of 4x4 spares.

St John had no explanation as to why this inequity exists.

Reasonable Overtime (AEAWA)

The AEAWA's draft clause for reasonable overtime was on the agenda today, however (rather ironically) the meeting was ended prematurely due to severe depletion of standby capacity and multiple outstanding calls.

This item will be placed on next week's agenda.

As usual, we'd like to remind our members that we are their voice in the negotiations. If have any comments of questions please do not hesitate to contact us on info@aeawa.com.au

Kind regards

AEAWA Negotiation Team