



Ambulance Employees Association of Western Australia



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WITHOUT PREJUDICE.

The AEAWA would like to respond to the St John Ambulance offer for the EBA negotiations for Communications Officers Certified Agreement. The committee has discussed the response and have received much feedback from the membership over the offer, and the response has been to reject the offer in its current version.

Our valued members in the State Operations Centre and the Wangara Hub would like to list the various items presented during the negotiations process in the initial Log of Claims.

Enterprise Agreement (Agreed)
3-year Agreement (2023-2026).

Wage Increase (Rejected)
Wage increase of 4% from 1 July 2023.
Wage increases for all employees of 3% to apply from:
- 1 July 2024
- 1 July 2025

This offer is rejected by the AEAWA who have been advised by our members in SOC and the Wangara HUB who have assisted St John WA through COVID, and the worst understaffing seen in the room in years, deserve a better the offer than the one presented. The AEAWA are still committed to a 5%, 5% and 5% offer over the term of the Agreement.

Back pay from 1 July 2023 was also one of our membership claims, which has not been recognised in writing to date by St John.

Aims and Objectives (Accepted)

In Accordance with Appendix A

Amend the Aims and Objectives of the Agreement to maximise equity amongst employees.

The AEAWA accepts the word changes from 'and equality of' to 'maximise equality'.

Appendix A is accepted in its entirety by the AEAWA.

Definitions (clause 3) (Accepted)

In accordance with Appendix B

Amend the 'Shift Employee' definition to align with the updated definition in the Ambulance and Patient Transport Industry Award 2020: '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'.

The AEAWA accepts the name change to align the Agreement with the NES (National Employment Standards).

Appendix B is accepted in its entirety by the AEAWA.

Progression (clause 9) (Accepted)

In accordance with Appendix C

Amend clause 9 to reflect that progression is applicable to all employees.

The AEAWA accepts the following changes in Section 9.2

- (d)(i) changed from 'Communications Officers/Ambulance Network Coordinators' to 'Communications Officers/Ambulance Network Coordinators/Operations Support Officers'.
- (d)(ii) changed from 'The CHPC' to 'Clinical Education'.
- (d)(iii) changed from 'The Medical Executive Director' to 'The Medical Director'.
- (d)(iv) changed from 'Executive Director Ambulance Operations' to 'Chief Emergency Officer'.

Appendix C is accepted in its entirety by the AEAWA.

Allowances (clause 15) (Rejected)

In accordance with Appendix D

Amend subclause (b) to increase the number of Communication Officer employees who can receive the Extra Duties Allowance at any given time from 1 employee to 2 employees; and

The AEAWA accepts the increase from 1 to 2 officers to be able to claim the allowance listed in 15.2 Extra Duties Allowance.

Introduction of a travel allowance clause to confirm employee's entitlement to travel allowance.

The new wording mentioned within the Communications Officers Agreement states:

'the distance is calculated from home residence to the new location by the shortest road journey if it exceeds the distance calculated from home residence to the permanent location by the shortest road journey. Payment will be made for the excess kilometres only'.

The AEAWA rejects Clause D due to the following reasons.

1. *During the negotiations, St John WA accepted in principle, the second component to the AEAWA's claim (Appendix 1 – Clause 25 new Locations) Section 15.10 New Locations (f) 'An employee who attends a work location and is then tasked to attend an alternative location will be entitled to travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, between the two locations.*
2. *St John WA has not aligned to the following clauses from the AEAWA's Log of Claims (15.10 – New Locations).*
 - (a) *Except as otherwise provided in this Agreement, an Employee is entitled to travel allowance when:*
 - (i) *attending Continuing Education Program courses as approved by St John; or*
 - (ii) *rostered to work away from the Employee's work location or and receives a minimum of 7 days' notice.*
 - (c) *Travel allowance is paid at the rate in Appendix X of this Agreement for all forms of travel, subject to:*
 - (i) *the distances set out in the Distance Matrix; and*
 - (ii) *the distance calculated by the return trip distance in kilometres, from the Employee's preferred location to the Rostered location.*
 - (d) *If an Employee is directed with at least 2 hours' notice, as described in clause XX.XX(x) of this Agreement, before the beginning of the shift, to report to another location, that Employee must proceed to that location in their own transport and will be paid applicable travel allowance.*
 - (e) *An employee who temporarily works at a new location (either roster changed, or on a shift-by-shift basis) may be entitled to travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, if the distance calculated from home residence to the new location by the shortest road journey exceeds the distance calculated from home residence to the Belmont State Operations Centre by the shortest road journey. Payment will be made for the excess kilometres only.*

Appendix D is rejected by the AEAWA.

Secondments (clause 18) (Rejected)

In accordance with Appendix E

Removal of the Trainer Allowance, to reflect that all trainer secondments will be paid in line with the Trainer Secondment Rate of Pay, specified in Appendix 1 of the Agreement.

This component of Clause 18 is accepted by the AEAWA.

Introduce subclause to reflect that all seconded roles initiated by the State Operations Centre will be advertised along with the intended start date and end date of that position.

This component of Clause 18 is accepted by the AEAWA.

The membership has stated throughout this process they do not believe in the transparency of St John. Again, and again roles that were never advertised become a tap on the shoulder for the 'chosen few' too often. Clause 18 Secondments section (f) states 'All seconded roles initiated by the State Operations Centre will be advertised along with the intended start date and end date of that position. Nothing in this clause prohibits St John from filling a short-term secondment without advertisement in extenuating circumstances.

The AEAWA rejects the last sentence 'Nothing in this clause prohibits St John from filling a short-term secondment without advertisement in extenuating circumstances. During the negotiations the AEAWA asked St John multiple times to provide what they believe are 'extenuating circumstances. The AEAWA stated without these exceptions the clause would be rejected and that those stipulations for extenuating circumstances need to be defined during these negotiations.

Appendix E is rejected by the AEAWA.

Hours of Work and Shifts (clause 29) (Accepted)

In accordance with Appendix F

Increase breaks for 12-hour shifts from 2x 10 minutes breaks and 2x 15 minutes breaks, to 4x 15 minute breaks.

Appendix F is accepted by the AEAWA.

Superannuation (clause 20) (Accepted)

In accordance with Appendix G

Amend subclause (c) to include that contributions shall also be paid into a stapled fund if the employee does not nominate a fund or scheme.

Appendix G is accepted by the AEAWA.

Annual Leave (clause 23.1) (Accepted)

In accordance with Appendix H

Amend subclause (e) to remove reference to workers compensation to align with current legislation.

Amend subclause (k) to reflect that an employee on Annual leave who is sick, is entitled to personal leave in accordance with Clause 23.2.2 of the Agreement, for the period where they can produce a certificate from a registered medical practitioner.

Appendix H is accepted by the AEAWA.

Personal Leave (clause 23.2) (Accepted)

In accordance with Appendix I

Amend subclause 23.2.1 (a) to reflect that Personal/carers leave increases by 2 shifts per annum.

Appendix I is accepted by the AEAWA. As long as they accumulate as per the Paramedics/Ambulance Officers Agreement.

Public Holidays (clause 23.4) (Accepted)

In accordance with Appendix J

Amend subclause (a) to reflect that Public Holidays include those that are newly proclaimed, Federal and/or State.

Appendix J is accepted by the AEAWA.

Special Leave (clause 23.10) (Accepted)

In accordance with Appendix K

Increase the number of special leave positions in the State Operations Centre from 2 per shift, to 3 per shift.

Increase special leave accruals from a maximum positive accrual of 48 hours to a maximum positive accrual hours of 96 hours.

Appendix K is accepted by the AEAWA.

Family and Domestic Violence Leave – Paid Leave (clause 23.14) (Accepted)

In accordance with Appendix L

Amend Clause 27.18 to include 10 days paid Family and Domestic Violence leave to reflect what is provided for in the NES.

Amend Clause 23.12, Leave without Pay accordingly.

Appendix K is accepted by the AEAWA.

Paid Cultural/Ceremonial Leave (New Clause – 23.15) (Accepted)

In accordance with Appendix M

Introduction of 5 days paid cultural and ceremonial leave for First Nations Employees.

Appendix M is accepted by the AEAWA.

Appendix 1 (Rejected)

Introduction of an Operations Support Officer (OSO) classification with progression, starting at the current OSO rate of pay:

- Year 1 - \$30.17 per hour
- Year 2 - \$30.50 per hour
- Year 3 - \$30.81 per hour

The AEAWA had a claim for a pay increase for OSO’s for Year 1, 2, 3, 4 and 7 see below. The St John offer is far below the AEAWA’s claim seen below.

Classification	Weekly Base Rate	Hourly Rate	Weekend Penalty	Rotating OT Shift Allow	Weekly Wage	Annual Wage
OSO 1 st Year (DN*)	\$1,102.56	\$29.01		\$18.29	*No Formula	\$57,517.00
OSO 2 nd Year (DN*)	\$1,157.68	\$30.46		\$19.20	*No Formula	\$60,392.85
OSO 3 rd Year (DN*)	\$1,215.56	\$31.98		\$20.16	*No Formula	\$63,412.49
OSO 4 th Year (DN*)	\$1,276.33	\$33.57		\$21.16	*No Formula	\$66,583.11
OSO 7 th Year (DN*)	\$1,340.14	\$35.24		\$22.21	*No Formula	\$69,912.26

*No Formula; the AEAWA does not have the OSO full pay rate to be able to calculate the weekly wage component.

Appendix 1 is rejected by the AEAWA.

Appendix 2 (Rejected)

Align the value of the Ambulance Network Coordinator Allowance to the Dispatcher Allowance. The Dispatcher Allowance from the previous Agreement (last year increment) is \$6.49 per hour (this plus the ANC allowance of \$5.24 per hour equates to \$11.73 per hour or \$140.76 per shift. As yet we do not know if St John will pay both or convert the \$5.24 to the \$6.49 per hour. The AEAWA would like to see our ANC members increase their allowances each EBA (as with all members), so future negotiations will surpass the total locked by St John at the \$140.76 payment.

The Claim from the AEAWA was listed below. This encompassed an hourly rate for the ANC with pay increments year 1, 2, 3, 4 and 7 (denoting seniority).

	First Increase	Second Increase	Third Increase	Payment
Percentage increments		5%	5%	
ANC Level 1 (1 st Year)	\$76.71	\$80.54	\$84.56	per shift
ANC Level 2 (2 nd Year)	\$80.54	\$84.56	\$88.78	per shift
ANC Level 3 (3 rd Year)	\$84.56	\$88.78	\$93.21	per shift
ANC Level 4 (4 th Year)	\$88.78	\$92.31	\$97.87	per shift
ANC Level 5 (7 th Year)	\$92.31	\$97.87	\$102.76	per shift

Appendix 2 (Rejected)

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The Claim from the AEAWA was listed below. This encompassed an hourly rate for the ANC with pay increments year 1, 2, 3, 4 and 7 (denoting seniority).

Appendix 2 is rejected by the AEAWA.

The AEAWA also had numerous other claims which were listed during the EBA negotiations as ‘needs further discussion’. The AEAWA were under the impression that during the negotiations break, St John were preparing to do the costings for the claims and then return to the bargaining table.

St John then went ahead and drafted a ‘final claim’ and have not formally responded to any of the below bargaining claims.

- AEAWA Appendix 3 – Night Shift Payment
- AEAWA Appendix X – Allowances – Communications and Operational Support Officers
- AEAWA Appendix 5 – Personal/Carers Leave (Clause 23.2.2); specifically, Section (f)
- Appendix 8 – Rates of Pay
- Appendix 9 – Fair and Equitable Hours
- Appendix 11 – Long Service Leave – General
- Appendix 15 – Allowances – Communications Officers

The AEAWA believed there were still numerous items to discuss, some of the AEAWA's items have still not been formally responded to by St John. St John also agreed in principle to employees being rewarded for seniority when discussing the CO level 5 (after year 7), however the current offer does not reflect that.

The AEAWA formally reject this St John offer for the Communications Officers EBA.

John Thomas

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