



Ambulance Employees Association of Western Australia



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26th September 2023

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WITHOUT PREJUDICE.

The AEAWA would like to respond to the St John Ambulance revised offer for the EBA negotiations for Communications Officers Certified Agreement presented to the AEAWA **15th September 2023**. 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 (Accepted in-principal)
3-year Agreement (2023-2026).

Wage Increases (Rejected)

- Wage increase of 5% back paid to 1 July 2023.
- Wage increases of 4% apply from 1 July 2024, and
- Wage increases of 3.5% to apply from 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 and its membership are still committed to a 5%, 5% and 5% offer over the term of the Agreement inclusive of back pay for all allowances.

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 and'.

Definitions (Clause 3) (Awaiting a St John response)

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 awaits a St John response to ensure the correct terminology is used for 'Ambulance and Patient Transport Industry Award 2020'.

Progression (clause 9) (Agreed in-principal)

In accordance with Appendix C

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

The AEAWA agree in-principal the following changes to Section 9.1

Change 'Communication Officer' to 'Progression'.

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'.
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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
- Introduction of a travel allowance clause to confirm employee's entitlement to travel allowance.
- Move subclause 15.4(c) to separate other relief roles from the ANC allowance.

15.2 Extra Duties Allowance.

Change 15.2(b) from 'The Extra Duties Allowance will only be paid to 1 employee at any given time' to 'The Extra Duties Allowance will only be paid to 2 employees' at a any given time' is **agreed in-principal by the AEAWA**.

15.4 Ambulance Network Co-ordinator Allowance.

The AEAWA agree in-principal to removing section 15.4(c)(i) and placing it into its own subsection (noted as 15.xx).

15.9 Immediate Call Back (ICB)

The AEAWA agree in-principal to 15.9(b) 'This entitlement will only apply once during any 3-hour minimum call out period for which the Employee is paid under clause 21(b) of this Agreement'. **The AEAWA agree in-principal** to 21(c) In addition to clause 15.9(a) above, a travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, calculated from preferred work location to the rostered work location and return, by the shortest road journey may be claimed.

The AEAWA agree in-principal to 15.9(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. **The AEAWA agree in-principal** to 15.9(e) Clause 15.9 does not apply to Casual Employees.

15.10 Travel Allowance

The AEAWA agree in-principal to changing 15.10 from 'New Locations' to 'Travel Allowance'. **The AEAWA agree in-principal** to 15.10(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 at a location other than the employee's permanent location'.

The AEAWA reject Clause 15.10(ii) changing the wording to 'Temporarily working at a new location at the applicable rate per kilometre, as prescribed by the Australian Tax Office. The distance is calculated from the home residence to the permanent location by the shortest road journey. Payment will be made for the excess kilometres only'.

This clause requires further detail as currently officers who work in the Wangara Hub are not classed as permanent at that location within the Agreement, so working at a new location could affect their ability to claim travel.

The AEAWA reject Clause 15.10(b) 'An Employee who is standing in for another Employee through a mutual exchange, any travel allowance will not be greater than the allowance to which the replaced Employee would have received'. This does not appear in any of the other Certified Agreements.

The AEAWA agree in-principal to 15.10(c) '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' and 15.10(d) Clause 15.10 does not apply to casual Employees.

The AEAWA reject Clause 15.10(e) 'Should a new work location be established during the life of this Agreement, available permanent positions will be filled through an appropriate applications process'. The AEAWA cannot agree in-principal to this section, as there is no definition or content to what an 'appropriate' applications process is.

The AEAWA reject Clause 15.10(f) 'St John may fill positions on a temporary basis by way of secondment or temporary roster change, in accordance with the provisions of clause 18 or clause 19, as applicable'. The AEAWA reject 15.10(f) as the AEAWA have rejected clause 18.

The AEAWA also had claims for the following inclusions that are still important for our members (listed on the AEAWA log of claims).

15.10(a) 'Except as otherwise provided in this Agreement, an Employee is entitled to travel allowance when: (ii) rostered to work away from the Employee's work location or and receives a minimum of 7 days' notice'.

15.10(f) 'An employee who attends a work location and is then tasked to attend another will be entitled to travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, between the two locations'.

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.
- 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.
- Amend subclause (a) by replacing 'Communications Officers' with 'employees'.
- Amend subclause (c) by replacing 'Communications Officers Classification' with 'Classification'.

The AEWAW agree in-principal to Clause 18 Secondments changing 'Communications Officers' with 'employees' and 18(b) adding 'in accordance with Appendix 1' and removing 18(b)(i) and (ii).

The AEWAW reject Clause 15.10(f) '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. This added line is extremely frustrating for the membership, as there is little trust in a fair and transparent recruitment process with St John.

Hours of Work and Shifts (Clause 19) (Awaiting a St John answer)

In accordance with Appendix F

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

The AEWAW would like to see a similar inclusion into the Certified Agreement as what is written below.

For each three-hour period (or part thereof) an Employee works, an entitlement of one 15-minute break will be allocated. This is not inclusive of the Employee's 30-minute meal break.

7 Hour Shift – 2 x 15-minute breaks
8 Hour Shift – 2 x 15-minute breaks
9 Hour Shift – 3 x 15-minute breaks
10 Hour Shift – 3 x 15-minute breaks
12 Hour Shift – 4 x 15-minute breaks

Superannuation (Clause 20) (Agreed in-principal)

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.

The AEWAW agree in-principal to Clause 22 Superannuation and the changing to sections
(a) including the word 'superannuation' and the additional information in
(c) 'the Employer will request the employees stapled fund details from the Australasian Tax Office (ATO). If the ATO notifies the Employer that the employee has a stapled fund, contributions shall be paid into the stapled fund If the Employee does not have an existing staple fund'.
(h) Including '2010'.

Annual Leave (Clause 20) (Awaiting a St John answer)

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.

The AEAWA agree in-principal to Annual Leave Clause 23.1(b) changing 'Employee' to 'Worker' and 23.1(k) including 'registered' over a 'qualified' medical practitioner and including 'had they not been on annual leave'. **The AEAWA would like to question the rational of this inclusion;** Annual Leave Clause 23.1(e) removing the term 'or periods of approved workers compensation'.

Personal Leave (Clause 23.2) (Rejected)

In accordance with Appendix I

- Amend subclause 23.2.1(a) to reflect that Personal/Carers leave increases by:
 - 1 shift per annum in the first year of the Agreement; and
 - 2 shifts per annum in the second year of the Agreement.

The AEAWA reject Personal Leave Clause 23.2 as the claim was for the two extra personal leave days at the commencement of the Agreement and those days back dated into the Employees sick leave balance from July 1 2023. The first offer from St John makes no mention of the days being extended throughout the first two years (x1) personal leave day in the first year of the Agreement and the other (x1) personal leave day on the commencement of July 1, 2024.

Public Holidays (Clause 23.4) (Agreed in-principal)

In accordance with Appendix J

- Amend subclause 23.2.1(a) to

The AEAWA agree in-principal to Public Holidays Clause 23.4(a) adding 'including newly proclaimed Public holidays'.

Special Leave (Clause 23.10) (Rejected)

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 of 96 hours; and

The AEAWA agree in-principal to increasing the Special Leave spots from '2' to '3' however, **the AEAWA reject** to Special leave Clause 23.10(d) as there are no delineation between officers, OSOs/Call-Takers and Dispatchers are different roles so they should be reflected in the total.

The AEAWA agree in-principal to Special leave Clause 23.10(l) changing '48' to '96' for full time officers, but throughout the EBA negotiations the AEAWA discussed that officers (whom work across multiple rosters within the SOC and Wangara Hub) could accrue their special leave at double their normal working roster (capped at 96 hours). This means **the AEAWA reject** Special leave Clause 23.10

Family and Domestic Violence Leave - General (Clause 23.14) (Agreed in-principal)

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 23.14(e) to clarify that the Paid Family and Domestic Violence leave is available from the commencement of employment.
- Amend Clause 23.12, leave without Pay accordingly.

The AEAWA agree in-principal to Family and Domestic Violence Leave - General Clause 23.10.

Paid Cultural/Ceremonial Leave (New Clause – 23.15) (Agreed in-principal)

In accordance with proposed clause – Appendix M

- Introduction of 5 days paid cultural and ceremonial leave for First Nations Employees.
- Amend Clause 23.15(a) by removing the word 'recognised'.

The AEAWA agree in-principal to Paid Cultural/Ceremonial Leave (New Clause – 23.15).

Long Service Leave (New Clause – 23.5)

In accordance with proposed clause – Appendix N

- Amend subclause (b) to reflect an entitlement to access pro-rata long service leave after 7 years of employment.

The AEAWA agree in-principal to Long Service Leave (New Clause – 23.5) and the proposed changes to (c)(ii) and (iii) and (d)(ii).

Appendix 1 (Rejected)

- Introduction of an Operations Support Officer (OSO) Classification with 4 years of progression, starting at the current OSO rate of pay:
 - Year 1 - \$30.47 per hour
 - Year 2 - \$30.80 per hour
 - Year 3 - \$31.11 per hour
 - Year 4 - \$31.45 per hour

- Introduction of a 4th year of progression for the ANC Classification:

- Year 1 - \$43.34 per hour
- Year 2 - \$44.49 per hour
- Year 3 - \$45.62 per hour
- Year 4 - \$46.76 per hour

The AEAWA reject Appendix 1 as the claim provide to St John was to have years 1-4 and a year 7 'seniority' payment for all officers, and the membership are very committed to the 5%, 5% and 5% pay rise.

Appendix 2 (Rejected)

- The following allowances to be increased by 5% in the first year, 4% from 1 July 2024 and 3.5% from 1 July 2025:

- Extra Duties Allowance
- Country Support Allowance
- Ambulance Network Allowance
- Overtime Meal Allowance
- Mentoring Allowance
- Dispatcher Allowance

- Align the value of the ANC Allowance to the Dispatcher Allowance, being:

- 1 July 2023 - \$6.81 per hour
- 1 July 2024 - \$7.09 per hour
- 1 July 2025 – \$7.33 per hour

The AEAWA reject Appendix 2 as again our membership is very committed to the 5%, 5% and 5% pay rise for all allowances. We also have a claim provide to initiate the following pay brackets; 1-4 and a year 7 'seniority' payment for all officers.

The AEAWA believe there were still numerous items to discuss, and many of the claim responses still require a St John answer.

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