



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 the Ambulance Transport Officers (Patient Transport Services) 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 Ambulance Transport Officer members would like to list the various items presented during the negotiations compared against the initial AEAWA Log of Claims.

Enterprise Agreement (Agreed in-principal) 3-year agreement (2023 – 2026).

The AEAWA accepts in-principal the time frame of the Enterprise Agreement.

Wage Increases (Rejected)

- Wage increase of 5% back paid to 1 July 2023.
- Wage increases of 4% to 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 Ambulance Transport members who have assisted St John WA through the COVID-19 pandemic deserve a better offer than the one presented. The AEAWA are still committed to a 5%, 5% and 5% offer (subjected to back pay to July 1st, 2023, including all allowances) over the term for the Agreement.

The AEAWA Rejects the St John 'Wage Increase' offer.

Agreement Title (Clause 1) (Agreed in-principal)

In accordance with Appendix A

Amend the Agreement title to 'Patient Transport Services Enterprise Agreement 2023' to align to the Business Unit name.

The AEAWA accepts in-principal Appendix A - Clause 1; name change from the Ambulance Transport Officers Certified Agreement to the Patient Transport Services Enterprise Agreement.

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

In accordance with Appendix B

Amend definition for an On Road Tutor to mean 2 years' experience as a Transport Officer or equivalent Perth Metropolitan experience.

Introduction of the Preferred Position definition.

The AEAWA agree to the change in definition of the 'On Road Tutor'; changed from 3 to the 2 years of fulltime along with the definition of the 'Preferred Position'; *'means a position at a station at which the employee has requested an Allocated Position'*. However, further discussions around the shift mentor lengths (discussed later), will have bearing on this clause.

The AEAWA agree to the amendment to the Shift Worker Definition '*For the purposes of the National employment Standard, Shift Workers are entitled to additional annual leave in accordance with Clause 27.1 of this Agreement'*.

The AEAWA require further feedback to respond to Appendix B - Clause 3.

Progression (Clause 9) (Rejected)

In accordance with Appendix C

Amend subclause 9.1 to introduce the following new pay points:

- Medic: Year 1, 2 and 3.
- MHTO: Year 1, 2, 3 and 5.

Amend subclause 9.2 to include the Medic and MHTO classifications.

The AEAWA had a claim for both Medics and the MHTOs to have a 5 point pay scale. These officers would progress through the various pay points; years 1-4. When a level of 'seniority' was attained by the employee after 7-years of employment they would reach the last pay scale of level 5.

The AEAWA rejects the current Medic/MHTO pay scale.

The AEAWA agree to the amendments to Section 9.1

- Section 9.1 - the removal of Transport Officer Progression; replaced by '*Progression'*.
- Section 9.1(a) the removal of the reference as Transport Officer; replaced by '*in the employee's substantive classification, with St John'*.
- Section 9.1(b) the removal of the reference A Transport Officer; replaced by '*An Employee'*.
- Section 9.1(e) the removal of the reference an employee; replaced by '*Transport Officers and MHTOs'*.
- Section 9.2(d)(i) the added inclusion of '*/MHTOs/Medic's'*.
- Section 9.2(d)(ii) the change from The CPHC to '*/Clinical Education'*
- Section 9.2(d)(iv) the change from Ambulance Operations Executive Director to '*Chief Emergency Officer'*.'

The AEAWA would like to see for Sections 9.1 (b), (c) and (d), the progression to follow the years 1-4 and the seniority in year 7.

The AEAWA reject Appendix C - Clause 9.

Casual Employee (Clause 10) (Rejected)

In accordance with Appendix D

Amend subclause 10 (f) to introduce requirement for a casual employee to complete 21.25 hours each quarter.

The AEAWA reject the amendments to Section 11.0 Casual Employee

- Section 11(e) – a casual employee is not entitled to any travel allowance other than in accordance with clause 17.1(a)(i) and (g).

Throughout the negotiations, the discussion occurred, and St John agreed that if a casual employee was sent to a work location, that was in error by St John (i.e., to many officers there), and that employee was sent to another location, that employee would receive travel between those two work locations.

- Section 11(g) – the removal of casual employees must complete at least 85 hours of work each year was replaced by '*Unless otherwise agreed, casual employees must complete at least 21.25 hours of work each quarter of the calendar year, commencing after the employees 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 everyone.*

The AEAWA did request some further detail on this, as it effectively meant casuals could not go away for 4 months on an extended holiday. Discussions also needed to occur around, what happens if that casual officer is regularly calling in for shifts and is being denied the shift.

The AEAWA reject Appendix D – Clause 10 – Casual Employee

Travel Allowance (Clause 17.1) (Rejected)

In accordance with Appendix E

Amend subclause (c) (ii) to clarify that travel allowance is calculated utilising shortest distance, as per current practice.

The AEAWA agree in-principal to section (c)(ii).

Introduce subclause (f) to reflect that St John will provide a means of travel for employees where required when there is a roster change within 2 hours of the commencement of shift. Clause states '*if notification is within two (2) hours or after the commencement of shift, St John will, if required, provide transport. This is not applicable to Immediate Call Backs*'.

The AEAWA would like further discussions over this point. Will the transport be a St John vehicle? If so, the employee should be provided enough time to return to their starting location, to then knock off on time. If it is a taxi for instance, then transport is required for the employee to return to the starting location to finish shift on time.

The AEAWA would also like to place a section in the Agreement under Travel Allowance to 'future proof' the possibility of Ambulance Transport crews being moved to other locations. The AEAWA are happy to discuss this further.

The AEAWA reject to section (f).

Introduce subclause (g) to reflect that travel allowance is payable to casuals if they are directed to report to another Station within 2 hours of the commencement of shift.

Clause states '*If a casual employee is directed within two (2) hours 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*'.

The AEAWA would like to see 'may' replaced by 'will'.

The AEAWA reject section (g).

On Road Tutor Allowance (Clause 17.5) (Rejected)

In accordance with Appendix F

Amend subclause (a) (iii) to reflect that minimum mentoring period is 20 shifts.

The AEAWA agree to the all the term changes from Transport Officers to '*employee*' in sections 17.5 (a), (i), (b), (c) and (d). However, the AEAWA during negotiations discussed with St John as the term for a tutor was decreased from 3 years to 2 years, the AEAWA would not accept the minimum number of shifts to be 10 for the mentoring period.

During discussions we asked that total to be 15 to a maximum of 20. If a tutor deemed the student satisfactory after the 15 shifts, that person could progress. If further time was required there is now an extra 5 shifts for that to occur.

Clause 17.5 On Road Tutor Allowance (a)(i) and (ii) need to be removed changed to '*To a minimum of 15 and a maximum of 20 shifts*'.

The AEAWA reject Appendix F – Clause 17.5 – On Road Tutor

Watches and Glasses Allowance (Clause 17.10) (Agreed in-principal)

In accordance with Appendix G

Increase the Watches / Glasses allowance by 10%, bringing the value to \$220.

The AEAWA agrees in-principal to Appendix G – Clause 17.10 – Watches/Glasses Allowance

Uniform Allowance (Clause 17.11) (Agreed in-principal)

In accordance with Appendix H

Introduce Uniform Allowance clause to reflect that where an employee is required to wear any special uniforms, St John will reimburse the Employee for the reasonable costs of purchasing this clothing.

The new clause 17.11 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 of 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*'.

The AEAWA agrees in-principal to Appendix H – Clause 17.11 – Uniform Allowance.

Funeral Expenses (Clause 17.12) (Agreed in-principal)

In accordance with Appendix I

Introduction of a new clause to reflect that where an employee dies due to an accident arising out of their employment, reasonable costs of funeral expenses will be paid by St John.

The new clause 17.12 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 associated with their employment, reasonable costs of funeral expenses shall be paid by St John.*

The AEAWA agrees in-principal to Appendix I – Clause 17.12 – Funeral Expenses.

Specialist Vehicle Allowance (Clause 17.13) (Rejected)

In accordance with Appendix J

Introduction of a new specialist vehicle allowance of \$15 payable per shift, for working on the following vehicles:

- Newborn Emergency Transport Vehicle
- Complex Patient Ambulance Transport Vehicle
- Multi Patient Transport Vehicle
- Wheelchair Vehicle

The AEAWA rejects the allowance paid. The allowance sort by the AEAWA was comparable to the officer's hourly rate, that rate would be the allowance to work on such vehicles.

The AEAWA rejects Appendix J – Clause 17.13 – Specialist Vehicle Allowance.

Country Allowances (Clause 17.14) (Awaiting a St John response)

In accordance with Appendix K

Introduction of Country Allowances, including:

- Zone and Location Allowance
- Air-conditioning Allowance
- Removal Expenses Reimbursement
- On Call Phone Allowance
- On Call Roster Allowance
- Country Travel Reimbursement and Allowance
- Country Posting Rent Assistance
- Country Relief Employee Expenses Allowance
- Country Relief Accommodation Expenses Allowance
- Country Allowance – Remote Location Allowance
- Country Allowance - Country Training Travel Allowance

The AEAWA agree in-principal to all above clauses but await a St John response in relation to 17.19 – Country Allowance – Country Travel Reimbursement and Allowance; listed as clauses xx, xx, xx and xx. As long as they are of the same intent as those clauses listed in the Ambulance Officers/Paramedic Agreement, the AEAWA would agree in-principal.

Secondments (Clause 20) (Rejected)

In accordance with Appendix L

Introduce subclause to reflect that all seconded roles initiated by Patient Transport Services will be advertised along with the intended duration, start date and end date of that position.

During the EBA negotiations the discussion of the added section (h) was discussed. *'All seconded roles initiated by Patient Transport Services 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 this Appendix L clause 20 as St John has not explained or discussed what would constitute an extenuating circumstance.

Working with a Medic (Clause 22.2) (Agreed in-principal)

In accordance with Appendix M

Amend Clause to reflect the Grandfathering of the 2020 Agreement.

The AEAWA agrees in-principal to Appendix M – Clause 22.2 - Working with a Medic.

Meal Breaks (New Clause) (Rejected)

In accordance with Appendix N

Introduction of a spoilt meal break penalty of \$15 per shift for meal breaks which are broken, spoilt, or not provided.

Amend subclause 23.1 (e) to include as part of the new Meal Breaks clause, and to reflect that meal breaks cannot be taken in the first three hours, or last 1.5 hours of a shift. The AEAWA feedback provided stated that crews who clear their lunch break with one hour to go on their shift will most likely receive another call, which would mean a higher likelihood of occurring over time. Members would like to see this changed to the last two hours of the shift.

The AEAWA reject Appendix N - Clause XX.X – Meal Breaks.

Hours of Work and Shifts (Clause 23.1) (Agreed in-principal)

In accordance with Appendix O

Amend subclause (c) to reflect the grandparenting of the 2020 Agreement. Introduce a new subclause to define additional leave.

The AEAWA accept the additions to this clause of

23.1(a)(i)(A) *'Additional leave is compensation for reasonable additional hours worked in the form of leave based on roster patterns requiring additional hours, including public holidays. Additional leave is not annual leave and does not attract leave loading'* and,

23.1(a)(i)(c) changing the term *'Agreement'* to *'s outlined in clause (iii) an employee who was employed prior to the commencement of this Agreement the St John Ambulance Western Australia Ltd. Transport Officers Enterprise Agreement 2020'*, and

The removal of clause (e) *'Employees will be allocated a 30 minute paid break during the shift with the following conditions: (i) the meal break cannot be taken within the first three or last three hours of the shift unless mutually agreed between St John and the employee; and (ii) breaks will commence immediately when allocated and end at 30 minutes; and (iii) the break may be interrupted to meet urgent operational needs; and (iv) no penalties or Special Leave shall apply in the event the meal break is interrupted, not taken, or not allocated due to urgent operational needs'*.

The AEAWA agrees in-principal to clause 23.1 – Hours of Work and Shifts. Appendix O.

Allocated Positions (Clause 23.2) (Agreed in-principal)

In accordance with Appendix P

Amend the Allocated Positions clause to create consistency across the Transport Officer and Paramedic Enterprise Agreements.

The AEAWA agree to the change of 23.2 Filling of an Allocated Position section (c) changed from unpaid domestic violence leave to *'family and domestic violence leave'* and clauses 23.3 Preferred Position Request and 23.4 New Stations, Relocated Stations / Vehicles and Extra Vehicles at a Station.

The AEAWA agrees in-principal to Appendix P – Clause 23 – Hours of Work and Shifts.

Superannuation (Clause 26) (Agreed in-principal)

In accordance with Appendix Q

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.

This clause seen a terminology amendment; *'The Default fund is currently Rest Super or a replacement fund in accordance with Superannuation legislation, until a fund is nominated by the employee'*.

The AEAWA agrees in-principal to Appendix Q – Clause 26 – Superannuation.

Annual Leave (Clause 27.1) (Accept in-principal)

In accordance with Appendix R

Introduce a new subclause to reflect that an employee on annual leave who is sick, is entitled to personal leave in accordance with clause 27.2 of the Agreement, for the period where they can produce a certificate from a registered medical practitioner.

Amend subclause (e) to remove reference to worker's compensation to align with current legislation.

The AEAWA agree in-principle to the below changes to the clause.

27.1(b) section (ii) changed from 'if the employee is a shift employee and is regularly required to work Sundays and public holidays, an additional one (1) week annual leave in lieu of regularly worked Sundays and public holidays for the purposes of the NES' to *'If the employee is a shift worker, an additional one (1) week annual leave'*.

27.1(c) The inclusion of *'from subclause 27.1 (a) or (b) above'* and (c)(ii) changed from 'if the employee is a shift employee and is regularly required to work Sundays and public holidays, an additional one (1) week annual leave in lieu of regularly worked Sundays and public holidays for the purposes of the NES' to *'If the employee is a shift worker, an additional one (1) week annual leave'*.

27.1(l), needs to be changed to 27.1(f) the inclusion of *'An employee on annual leave/additional leave who has an entitlement to paid personal/ carer's leave, in accordance with clause 27.2 of this Agreement, and who within 14 days of resuming work produces to St John a certificate from a registered medical practitioner that would have entitled the employee to payment of personal leave had they not been on annual leave, shall be deemed to be absent from work through sickness for so much of that period as the employee would otherwise have been entitled to payment under clause 27.2'*.

27.1(m), needs to be changed to 27.1(g) The inclusion of 'Where clause 27.1 (l) above applies, the employee will take the period deemed to be sick leave as annual leave/accrued days off at a time convenient to St John but on ordinary time, without the loading prescribed in clause 27.1(h) above'.

The AEAWA agrees in-principal to Appendix R – Clause 27.1 – Annual Leave.

Personal Leave (Clause 27.2) (Awaiting a St John response)

In accordance with Appendix S

Introduction of 2 additional personal leave days per annum, bringing the entitlement to 12 days per annum.

The AEAWA accept the changes to the following 27.2 Personal/Carer's Leave (Sick Leave and Carer's Leave) – General; Table calculations listed in 27.2(a) and 27.2(b), the changing of the term 10 shifts to 12 shifts.

The AEAWA has agreed to remove the COVID Leave section from their claim; *'The AEAWA would like an additional 5 days of sick leave that do not accrue and can only be taken once per year when an employee tests positive to COVID. Employees who access this leave must prove they have COVID through a recent PCR test'*.

The AEAWA would also like to question this increase for our permanent part time members who work weekends only. Currently they receive a pro rata allotted sick leave period of 4-days. With this proposed increase what will they receive?

The AEAWA awaits a St John response to Appendix S - Clause 27.2 – Personal/Carer's Leave (Sick Leave and Carer's Leave) – General

Public Holidays (Clause 27.7) (Agreed in-principal)

In accordance with Appendix T

Amend subclause (a) to reflect that Public Holidays include those that are newly proclaimed.

Amend subclause 27.7 (e) to ensure that shift workers are an exception to the subclause.

The AEAWA accept the changes to Clause 27.7 which include the added amendments; 27.7(a) *'including newly proclaimed Public Holidays'* and 27.7(e) the added wording; *'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'*.

And the new inclusion of 27.1 (k) Annual Leave – *'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'*.

The AEAWA agrees in-principal to Appendix T - Clause 27.7 – Public Holidays

Special Leave (Clause 27.14) (Rejected)

In accordance with Appendix U

Amend clause to introduce a cap of 7% of all established special leave positions.

Subclause (i) to increase total accrual hours 2 x officer's weekly contracted roster. Therefore, an officer working 42.5 hours could accrue 42.5 x 2 hours to 85 hours. If longer shifts are introduced, then the formula is x 2 but cannot exceed 96 hours in total.

Officers may accrue a debit on special leave of up to their weekly contracted roster hours. Officers must agree to 27.14 (g) of the agreement with the employer to repay the debt prior to approval.

The AEAWA require further discussion around 27.14(b)(i) and (ii);

The positions will be based on 7% of the total number of metropolitan employees in established vehicles completing on road shifts in a 24-hour period. The AEAWA would like to ascertain the spots available. That is 'will they be separated between Medics and Ambulance Transport Officers'? As in the Communications Officers Agreement, these spots are separated between Operational Support Officers and Communications Officers, as they both have a clear distinction in roles. The AEAWA believe so do Medics and Transport Officers. The AEAWA would like separate special leave spots reserved for the two classifications.

The AEAWA rejects Appendix U - Clause 27.14 – Special Leave

Family and Domestic Violence Leave – Paid Leave (Clause 27.18) (Agreed in-principal)

In accordance with Appendix V

Amend clause 27.17 to include 10 days paid Family and Domestic Violence leave to reflect what is provided for in the NES. Amend Clause 27.16 Leave without Pay accordingly. The AEAWA agrees to the changes listed in clause 27.17(b), 27.18(a), (c), (d), (e) and (g) along with the amendments to 27.16 - Leave Without pay (i), (ii), and (iii).

The AEAWA agrees in-principal to Appendix V - Clause 27.16, 27.17 and 27.18 – Public Holidays

Cultural and Ceremonial Leave (New Clause) (Agreed in-principal)

In accordance with proposed clause – Appendix W

Introduction of 5 shifts paid cultural and ceremonial leave for First Nations Employees per annum. Amend Clause 27.16, Leave without Pay accordingly. The AEAWA agree to the inclusion of clause 27.19 Paid Cultural and Ceremonial Leave (First Nations), subsections (a), (b), (c), (d), and (e).

The AEAWA agrees in-principal to Appendix W – New Clause – Cultural and Ceremony Leave

Overnight Travel Meal Reimbursement (New Clause) (Rejected)

In accordance with Appendix X

New clause to reflect that meals on a return journey can be claimed up to \$15.94 per journey.

Our members were expecting the meal allowance component to grow with each years negotiated increase. Is this figure a set figure for the next three years of the Agreement or will it increase dependent on the agreed pay increase? If this is so the following would occur with a 5% (\$16.73), 5% (\$17.56) and 5% (\$18.43) increase over the next three years (if a 5/5/5% Agreement is obtained).

The AEAWA claim is listed below.

- a) Any employee contained within this Agreement who is required to transfer a patient(s) long distance (>400kms round trip) will be entitled to an allowance of \$33.00.
- b) This allowance will be paid on top of the normal overtime meal allowance if the employee extends over the designated shift length.

The AEAWA reject Appendix X - Overnight Travel Meal Reimbursement (New Clause).

Shift Commencement Checks (Awaiting a St John response)

In accordance with Appendix Y

New clause to reflect that where an employee working in Country Operations is required to respond to a Priority O, Priority 1, or Priority 2 call in the first 5 minutes of their shift commencement, St John will pay an allowance equivalent to 15 minutes, at 200% of the employees' base rate.

Shift Commencement Checks (Awaiting a St John response)

In accordance with Appendix Y

New clause to reflect that where an employee working in Country Operations is required to respond to a Priority O, Priority 1, or Priority 2 call in the first 5 minutes of their shift commencement, St John will pay an allowance equivalent to 15 minutes, at 200% of the employees' base rate.

The AEAWA would like to check if an employee accepts a call before their shift commencement, what will they be paid. The view of the AEAWA is that an employee would be entitled to the penalty plus any overtime incurred before the shift commenced.

The AEAWA await the answer on this clause.

Working with Volunteers (New Clause) (Rejected)

In accordance with Appendix Z.

Introduction of a working with volunteers' clause to outline training and minimum skill set requirements.

The AEAWA agree in-principal to points (a) and (b) however the AEAWA and its membership are still committed to points (c), (d), (e), (f), (g) and (h)(i) and (ii).

The AEAWA reject Appendix Z Working with Volunteers (New Clause).

Reasonable Overtime

In accordance with Appendix AA

Introduction of a clause to define reasonable overtime for employees, in line with the Fair Work Act.

Appendix 1

- Introduce new classification: Trainer – Medic.
- Amend classification name from 'CPHC Trainer' to 'Trainer - Transport Officer'.
- Introduction of new pay points for MHTOs and Medics:
 - Medic: Year 1, 2 and 3.
 - MHTO: Year 1, 2, 3 and 5.

Appendix 2

- Introduction of a Medic On-Road Tutor Allowance.
- Introduction of a Meal Break Penalty.
- Introduction of a Specialist Vehicle Allowance.

- Update to reflect all new Location and Country allowances.
- The following allowances to be increased by 5% in the first year, 4% from 1 July 2024 and 3.5% from 1 July 2025:
 - On Road Tutor Allowance – Transport Officers
 - On Road Tutor Allowance - Medics
 - Overtime Meal Allowance
 - Airconditioning Allowance
 - On Call Roster Allowance
 - Remote Location Allowance
 - Country Training Travel Allowance
 - Location Allowance

Undertakings

The following claim items result from the previous undertakings outlined in this Agreement:

Shift Worker Definition (Clause 3) (Agreed in-principal)

In accordance with Appendix B

Introduce 'Shift Worker' Definition to align with the 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 agrees in-principal to Appendix B - Clause 3.

Part Time (Clause 11) (Awaiting St John response)

In accordance with Appendix AB

Amend clause to reflect that the minimum shift length for a part time employee is 4 hours. The added Section (b) 'A part time employee will receive a minimum of four (4) hours per shift at the hourly rate for the applicable classification'.

The AEAWA question the increase from 3 to 4 hours, why is this only for partners, is it St Johns view to increase the current 3-hour limit for full time officer too?

The AEAWA awaits St John response to Appendix AB - Clause 11.

Overtime (Clause 25) (Rejected)

In accordance with Appendix AC

Amend overtime Clause to include that where work is performed outside of the ordinary hours prescribed in clause 23, including any set roster, requiring:

- a) an employee to work more than 12 hours in a single shift, then overtime will be payable at double time (200%);
- b) an employee to 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%).

The AEAWA claim was to align the Agreements (Transport and Paramedic), to limit confusion for both members and the organisation when an employee submits a claim. Some of these changes were never discussed at the negotiations.

- Clause 25 Overtime; 25.1 General. Section (a) (i) an employee to work more than 12 hours in a single shift, then overtime will be payable at double time (200%).

The AEAWA seek clarification on this term. Is this specifically referenced to only Ambulance Transport Officers currently working the 12-hour shift pattern? Those working an 8.5-hour shift currently, who work a two-hour shift extension will still receive 2 hours overtime? What if an employee currently working on the 8.5-hour shift pattern is moved to the 12-hour shift pattern, will that employee receive the 3.5 hours overtime, as they were rostered to only do an 8.5-hour shift?

- Clause 25.2 Reasonable overtime section (c) (ii) the term 'urgency' has been added.

The Paramedic Agreement does not use the term 'urgency'. The AEAWA would like clarification on why this extra term has been added to the proposed Ambulance Transport Agreement.

- Clause 25.2. Reasonable overtime section (c) (v) states '*the needs for the organisation to provide pre-hospital care in an emergency setting*'.

Ambulance Transport Officers do not work in an emergency setting. If this is referenced to the Country Ambulance Transport Officers who are EMTs then the clause needs to reflect that, and further discussions are required.

- Clause 25.2. Reasonable overtime section (f) states '*The discussion in clause 25.2(e) must not delay the employee responding to an emergency*'.

Ambulance Transport Officers do not respond to emergency calls. If this is referenced to the Country Ambulance Transport Officers who are EMTs then the clause needs to reflect that, and further discussions are required.

The AEAWA reject Appendix AA - Clause 25 due to the ambiguity of the added terms.

Termination by Employee (Clause 32.3) (Agreed in-principal)

In accordance with Appendix AD

Amend Clause 32.3 (c) to reflect that where an employee fails to provide the required notice, St John may deduct from the employee's wages an amount equivalent to the notice period to provide, unless otherwise agreed with the employee.

The AEAWA agree to the new inclusion Clause 32.3 – Termination by Employee Section (c) added sentence '*unless otherwise agreed in writing with the employee and in accordance with the Fair Work Act*'.

The AEAWA agree to Appendix AE - Clause 32.3.

Transition to Retirement (Clause 35) (Agreed in-principal)

In accordance with Appendix AE

- Amend in accordance with 2020 Enterprise Agreement Undertaking.
- Review all clauses of the Transport Officers Enterprise Agreement 2020 to ensure inclusivity, compliance with relevant legislation and consistency.

The AEAWA agree with the clause updates and the added Section (d) '*Notwithstanding clause 32.5(b), Employees entitled to a redundancy payment will be provided payment in accordance with clause 32.5(a)*'.

The AEAWA accepts Appendix AF - clause 35.

Items that remain unresolved

Appendix 2 – Travel Allowance section (e), ‘For casual country employees working within country regions tasked to attend urgent and emergency calls will be entitled to section 17.3(a). 17.3(b) and 17.3(c) of this Agreement’.

Appendix 10 – Night Shift Payment (New Clause) for all Employees contained within the newly proposed PTS Agreement. Table supplied in the AEAWA Log of Claims.

Appendix 11 – Special Leave - Medics (New Clause) so that both parties (Medics and Ambulance Transport Officers) can be separated for the Special Leave spots.

Appendix 20 – Cleaning Time (New Clause) The AEAWA claim listed below is imported from the Ambulance Officers/Paramedic Agreement. Members would like to know, especially in times of COVID, why Paramedics are awarded this and Transport Officers and Medics are not.

Vehicles require cleaning at the completion of the shift, Ambulance Transport Officers and Medic still transport immunocompromised patients, who could deteriorate due to crews having limited time to adequately clean their vehicles.

In the interest of the membership and patient safety, the AEAWA will continue with this claim.

- a) St John will allow 30 minutes paid time to each Employee for cleaning and checking of a vehicle prior to commencing special duties or special functions.
- b) Where necessary, St John will allow reasonable paid time not exceeding 30 minutes to an Employee for cleaning (including any changing connected therewith) after the Employee returns from a call or other duties.
- c) St John will arrange for Stations to be professionally cleaned each week. Employees are responsible for maintaining the cleanliness of Stations and Employees will not be allowed extra time or allowance for maintaining general Station cleanliness.

Appendix 26 – Fatigue Management (New Clause). The AEAWA claim is imported from the Ambulance Officers/Paramedic Agreement. Members would like to know why fatigue appears only important to the paramedic cohort, and not Ambulance Transport Officers, MHTOs and Medics.

In the interest of membership safety, the AEAWA will remain committed to this clause.

Appendix 28 – Health and Wellbeing Allowance (New Clause). The AEAWA claim is imported from the Ambulance Officers/Paramedic Agreement. Members would like to know why this benefit is provided to every St John employee, but not to employees in this Agreement.

In the interest of membership health and wellbeing, the AEAWA will remain committed to this clause.

The AEAWA formally reject the offer presented by St John for the Ambulance Transport Officers Certified Agreement.

John Thomas

President
AEA WA

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