

Consolidated Log of Claims

Bargaining Representative	Initials
St John Ambulance	SJA
United Workers Union	UWU
Ambulance Employees Association WA	AEAWA

Clause	Subclause	SJA Log of Claims	UWU Log of Claims	AEAWA Log of Claims	Actions/ Comments	To Be Completed
3 Definitions		Amend the 'Shift Worker' definition to align with the updated definition in the <i>Ambulance and Patient Transport Industry Award 2020</i> and move to clause 3: '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.'			<p>22 February 2023 UWU provided feedback re clause 23.1 (b) (i), in relation to the reference to NES.</p> <p>8 March 2023 SJA put forward proposed definition.</p> <p>UWU queried whether or not the entitlement would change. SJA confirmed there is no change to the entitlement.</p> <p>UWU provided feedback regarding reference to the NES and including it in the definition, rather than the body.</p> <p>SJA to propose amended definition.</p> <p>22 March 2023 SJA proposed amended to address feedback.</p> <p>EBRs provided opportunity to provide feedback on drafting.</p>	<p>Action - SJA to update shift worker definition based on feedback and provide via email for Parties consideration.</p> <p>No further action – parties agree in principle.</p>
4 Application of Agreement	4.4 - Entire Agreement	3 year agreement (2023 – 2026).			<p>22 February 2023 All parties agree in principle on the term of the Agreement</p>	<p>No further action – parties agree in principle.</p>
			3 year agreement with a nominal expiry date of 30 June 2026			
				3 year agreement with a nominal expiry date of 30 June 2026		
9 Progression	New Clause			<p>All current roles and how long an employee is required to work in those roles before progressing to the next position is required within the agreement.</p>	<p>22 February 2023 UWU sought clarity on claim.</p> <p>AEAWA confirmed that the claim is for clear progression pathways.</p> <p>UWU advised the claim appears to be for clearer Position Descriptions.</p>	<p>Action – SJA to circulate draft progression documents for feedback.</p>

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					<p>SJA confirmed this has been actioned from the JCC. SJA to send the progression documents which have been drafted to UWU and AEAWA, and resend to the workforce for feedback.</p> <p>8 March 2023 SJA provided copies of proposed progression documents that are currently being consulted with the workforce.</p> <p>AEAWA confirmed they are happy with documents.</p> <p>22 March 2023 SJA sought feedback regarding the progression documents. No further feedback received.</p> <p>5 May 2023 AEAWA confirmed that the progression documents circulated resolve their claim.</p>	<p>Action – SJA to provide circulated documents to bargaining representatives via email.</p> <p>Action - AEAWA to confirm that the documents provided resolves their claim.</p> <p>No further action – parties agree in principle.</p>
15 Allowances	15.2 – Extra Duties Allowance			<p>5 May 2023 New claim added to increase the extra duties allowance from one person per shift, to 2 people per shift; one located at Wangara and one located at Belmont.</p>		<p>Action - SJA to consider new claim.</p>
	15.4 – Ambulance Network Coordinator (ANC) Allowance		<p>Allowance to reflect that the ANC role is specialised, and those who perform relief should be paid commensurate with or above that of the radio allowance.</p> <p>UWU queried whether subclause 15.4 (c) Other Relief Roles should be reference under the ANC Allowance clause.</p>		<p>22 March 2023 SJA confirmed in principle Agreement to this claim.</p> <p>SJA agreed that 15.4 (c) should be introduced as its own subclause and SJA will amend during drafting.</p>	<p>No further action – parties agree in principle.</p>
	15.9 – Dispatcher Allowance	Amend subclauses 15.7 (c) and 15.9 to remove the Dispatcher Allowance and create a new Dispatcher classification in Appendix 1.			<p>22 February 2023 AEAWA requested clarity on proposal and what the payment would look like.</p> <p>SJA advised that anyone, whether</p>	<p>Action – SJA to put forward a proposal for consideration.</p>

Clause	Subclause	SJA Log of Claims	UWU Log of Claims	AEAWA Log of Claims	Actions/ Comments	To Be Completed
					<p>country or radio dispatch receive a nominal rate of pay.</p> <p>UWU advised of need to confirm with membership prior to providing a position. Concerns raised regarding the potential for less flexibility if the classification is introduced over the allowance.</p> <p>8 March 2023 SJA proposed the current budget for dispatchers (\$170,557) be split amongst 50 dispatchers and into their base rate. This would equal an additional \$3,411.14 per annum.</p> <p>UWU raised concerns regarding loss of fluidity, possible reduction in allowance earned compared to hours worked as Dispatcher, and what would occur should an employee not be successful as a Dispatcher.</p> <p>AEAWA advised that it is likely workforce would be split 50/50 on this matter as some would be better off than others if the cost was built into the base rate.</p> <p>SJA confirmed that the feedback would be considered, and matter placed back on Agenda for next week for SJA to provide an update.</p> <p>22 March 2023 SJA confirmed that following feedback and a further review of the claim, the claim has been withdrawn.</p>	<p>Action – SJA to confirm current number of dispatchers.</p> <p>SJA to consider feedback.</p> <p>No further action – claim withdrawn.</p>
	15.10 – New Locations	Amend subclause 15.10 to introduce permanent locations at Wangara.			<p>22 February 2023 UWU advised that further information is required given that SJA and AEAWA have conflicting claims regarding clause 15.10. UWU also raised concern that this claim may result in the travel allowance no longer being received.</p>	

Clause	Subclause	SJA Log of Claims	UWU Log of Claims	AEAWA Log of Claims	Actions/ Comments	To Be Completed
				<p>Terms of Agreement</p> <p>Change the Travel Allowance component between the two locations to travel from employee's home address.</p>	<p>UWU confirmed support of AEAWA's claim.</p> <p>8 March 2023 SJA circulated proposed clause confirming the intention is that Wangara will be considered a permanent location and travel will not be payable from Belmont to Wangara if the location is further from the employee's home.</p> <p>SJA do not agree to AEAWA's claim.</p> <p>UWU confirmed support of AEAWA's claim and do not agree to SJA claim.</p> <p>AEAWA to consider SJA proposed clause.</p> <p>22 March 2023 AEAWA to confirm position on SJA claim.</p> <p>5 May 2023 SJA confirmed agreement with the amended language regarding permanent location, its position hasn't changes regarding the calculation to claim the travel.</p> <p>UWU suggested an amendment to AEAWA claim to achieve the intention of their proposed clause.</p> <p>AEAWA to confirm whether or not a new claim will be submitted.</p>	<p>Action – AEAWA to consider SJA proposed clause.</p> <p>Action – AEAWA to confirm whether they will submit a new claim.</p>
				<p>Travel Allowance Matrix - Increase costs to align more with fuel prices.</p>	<p>22 February 2023 UWU confirmed support of AEAWA's claim.</p> <p>8 March 2023 SJA confirmed that travel allowance is based on the ATO rate. Since the last Agreement this has been increased by 14.7% from 68 cents to 78 cents.</p>	<p>Parties do not agree.</p>

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					SJA do not agree to increase travel allowance further and remain aligned to ATO.	
	New Clause – Radio Allowances		A new allowance for those who are trained in both metro and country.		<p>22 February 2023 St John requested clarity regarding claim.</p> <p>UWU confirmed the allowance is to recognise those who are trained in both Country and Metro Dispatch.</p> <p>22 March 2023 SJA confirmed that the current rate is adequate and those on Country are only part way through the course and receive the full allowance.</p> <p>SJA do not agree to create a separate allowance between the Metro and Country trained dispatchers.</p>	No further action – parties do not agree.
	New Clause – Multiple Duties Allowance			Introduce Section 15.5 Multiple Duties Allowance to compensate employees who are required to perform duties over and above the role they are currently performing.	<p>22 February 2023 UWU provided feedback on claim and that it may be more suitable to amend clause 15.3 and introduce as a multi skill allowance. UWU also raised concerns regarding the interaction and application of 15.2 and 15.3, with clarification provided as to the operation of 15.2, 15.3 and the specific communications roles that are performing multiple different call duties.</p> <p>UWU confirmed support off AEAWA’s claim.</p> <p>22 March 2023 SJA confirmed in principle agreement to remove the EDO and Country Support allowance and standardise the allowance if this is what AEAWA are seeking in their claim.</p> <p>AEAWA to provide clarity re claim.</p>	<p>Action – AEAWA to provide clarity re claim</p> <p>Action – AEAWA to propose amended clause.</p>

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					<p>5 May 2023 AEAWA provided clarity regarding the purpose of the claim, and that the rate of the allowance would be aligned to the relevant allowance rate, not the employees' hourly rate.</p> <p>UWU provided suggested wording.</p> <p>AEAWA to put forward amended clause to ensure purpose of the clause is clear.</p>	
	New Clause – Night Shift Payment			<p>Include a Night Shift Payment into the Communications Agreement for employees completing the night shift.</p>	<p>22 February 2023 UWU confirmed support of AEAWA's claim.</p> <p>8 March 2023 SJA sought clarity on particulars of claim.</p> <p>AEAWA confirmed their claim is to include a night shift payment which is equal to the Paramedic night shift Allowance.</p> <p>AEAWA to put forward a proposal for discussion at the next meeting.</p> <p>22 March 2023 AEAWA to put forward a proposal for SJA consideration.</p> <p>5 May 2023 SJA sought clarity from AEAWA as to whether the night shift payment is on top of the penalty or separate, and what the calculations are based on.</p> <p>AEAWA confirmed that the payment is proposed to be payable on top the penalty, and will confirm the basis of the calculations.</p>	<p>Action – AEAWA to put forward a proposal for night shift allowance.</p> <p>Action – AEAWA to provide calculations and SJA to consider claim</p>
	New Clause – On Call / Recall Allowance	Introduction of an on call or recall allowance.			<p>22 February 2023 UWU advised further clarity is needed on how this clause would interact with the overtime clause.</p>	

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					<p>SJA confirmed that this would be in addition.</p> <p>UWU confirmed claim would likely be supported.</p>	
18 – Secondments				<p>All positions to be advertised on connect for organisational fairness. Employees need to be paid the hourly rate.</p>	<p>22 February 2023 UWU confirmed support of AEAWA’s claim.</p> <p>8 March 2023 SJA advised that it is not always appropriate to advertise secondments, but that it is best practice that all SOC secondments are advertised. SJA do not agree to put in the Enterprise Agreement.</p> <p>AEAWA confirmed claim remains.</p> <p>UWU confirmed position that claim ought to be accepted as it is a no cost claim which advocates for fairness and transparency.</p> <p>SJA confirmed they will consider claim and respond next meeting.</p> <p>22 March 2023 SJA confirmed in principle agreement to this claim and confirmed this would exclude any secondments engaged by Clinical Education.</p> <p>5 May 2023 SJA proposed amendments to AEAWA’s proposed clause.</p> <p>AEAWA do not agree to subclause (f), as St John know in advance when a role is coming up, there should be enough time to advertise.</p> <p>St John confirmed SOC do not have oversight of who comes out of SOC to perform secondments in other departments, however internal processes can be put in place to</p>	<p>Action – SJA to provide response to claim.</p> <p>Parties agree in principle.</p> <p>Action – SJA to draft clause.</p> <p>Action - AEAWA to consider SJA proposed clause and provide position.</p>

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					ensure that the SOC is consulted. AEAWA to consider SJA proposed clause and provide position.	
19 Hours of Work and Shifts	19 (f)		Increase breaks: <ul style="list-style-type: none"> 4 x 15 1 x 30 		22 February 2023 UWU confirmed support of AEAWA's claim, noting that UWU have a similar claim for additional breaks and that there is scope for further discussion.	
	New Clause - Allotted screen breaks			All officers continually using a computer/tablet device throughout their shift are entitled to two extra 15-minute 'off-screen' breaks.	22 March 2023 SJA do not agree to include 2x additional 15 minute breaks (AEAWA claim), as this would equate to 7 breaks per shift. SJA confirmed in principle agreement to increasing length of current breaks (UWU claim).	
20 Superannuation	(a), (c), (h)	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.			5 May 2023 SJA proposed amendments to clause. AEAWA and UWU agree in principle to proposed clause.	No further action - Parties agree in principle.
23 Leave Entitlements	23.1 – Annual Leave	Amend subclause (e) to remove reference to worker's compensation to align with current legislation.			22 February 2023 UWU confirmed there is no objection to SJA's claim. 22 March 2023 SJA proposed draft clause for consideration.	Action – all parties to confirm position based on the proposed clause.
		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.			22 February 2023 UWU confirmed support on the basis that it is consistent with the NES. 22 March 2023 SJA proposed draft clause for consideration.	Action –SJA to review feedback from UWU
				23.1 (k) the sentence 'confined to home or hospital' needs removing, it is not in the paramedic or Transport Agreements.	UWU advised that subclause (k) may be inconsistent with NES in terms of the evidence requirements. SJA to review clause based on feedback.	

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	23.2 Personal/Carers Leave		2 extra paid personal leave days (in line with other SJA employee cohorts)		<p>22 February 2023 UWU confirmed support for AEAWA's claim.</p>	Action – SJA to confirm position
				Include an extra two days as is defined Paramedic/Ambulance Officers Agreement for organisational fairness.	<p>5 May 2023 SJA confirmed that they are considering costings associated with this claim and will provide position once confirmed.</p>	
			Access to half shift personal leave (or less) to attend to medical appointments, or urgent carer Leave.			<p>8 March 2023 SJA confirmed this is already accessible as part days are referred to in Clause 23.2.3, employees have been accessing part days for the past 3 years.</p> <p>UWU raised concerns that it isn't clear and doesn't reference accessibility for emergency carers leave or any notice requirements.</p> <p>UWU to propose clause for SJA's consideration.</p> <p>22 March 2023 UWU sought clarity on SJA's position.</p> <p>SJA confirmed that there is in principle agreement as this is already available with the current wording. SJA requested UWU to propose wording that would satisfy their claim.</p> <p>UWU to propose clause for SJA's consideration.</p> <p>5 May 2023 UWU provided draft clause for consideration in meeting. SJA and AEAWA to consider and provide position.</p>

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	23.4 Public Holidays		Clause to the effect that public holidays include those that are newly proclaimed, Federal and/or State.		<p>8 March 2023 SJA confirmed this is how the clause is already applied.</p> <p>SJA will propose wording for consideration.</p> <p>22 March 2023 SJA circulate proposed clause. UWU confirmed the wording satisfied claim.</p> <p>UWU queried whether this would be applied in good faith for any new public holidays that arise between now and the operation of the new agreement.</p> <p>SJA confirmed it is likely to be applied as it previously has been.</p>	<p>Action - SJA to propose wording for Parties consideration.</p> <p>No further action - Parties agree in principle.</p>
	23.5 Long Service Leave		Entitlement to access pro-rata long service leave after 7 years, as is the case with both the entitlement that exists in both the Paramedics and Transport Officers Agreements.		<p>5 May 2023 SJA confirmed in principle agreement to claim.</p>	<p>No further action - Parties agree in principle.</p>
	23.10 Special Leave			<p>St John will provide a specified number of Special Leave positions. The positions will be based on 8% of the total number of communications officers.</p>	<p>22 February 2023 SJA requested clarity regarding with the percentage was of total number of communications officers, or those on shift.</p> <p>AEAWA confirmed that the 8% was of those on shift. UWU confirmed that based on the above clarification they would support this claim.</p> <p>8 March 2023 SJA to consider increasing number of positions to 3 per shift.</p> <p>22 March 2023 SJA do not agree to include a % in the Agreement however, do agree in principle to increase the number of special leave spots available from 2 FTE to 3 FTE.</p> <p>5 May 2023</p>	<p>Action - SJA to consider increasing number of positions to 3 per shift, and increase positive accrual to 96 hours.</p> <p>Action – AEAWA to confirm whether SJA’s position to increase from 2 FTE to 3 FTE resolves claim.</p> <p>Action– SJA to consider a % rather than a fixed number of special leave spots.</p>

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					<p>SJA confirm in principle agreement to AEAWA's draft clause, and will consider the equivalent percentage to 3FTE.</p> <p>AEAWA confirmed in principle agreement to increase the special leave numbers to 3, however a percentage would be preferable.</p> <p>UWU advised that we will need to discuss the days/public holidays due to a recent full bench decision which may impact the clause.</p>	
				<p>The hours of Special Leave for all employees contained within the Agreement to be changed to 96 hours (l) and (m).</p>	<p>22 February 2023 UWU confirmed support for AEAWA's claim.</p> <p>8 March 2023 SJA does not agree to increase to 96 hours negative due excessive special leave liability in SOC.</p> <p>AEAWA agreed that negative balances are able to stay at 48 hours.</p> <p>22 March 2023 SJA sought clarity and justification on AEAWA's claim and advised that currently there are minimal officers that are accruing near to the 48 hours.</p> <p>AEAWA provided feedback that it would allow for a reasonable break for those in a high-pressure environment, people studying and align to the Paramedic Agreement.</p> <p>SJA to consider feedback and confirm position.</p> <p>5 May 2023 SJA confirmed in principle agreement to increase special leave accruals to 96 hours positive.</p>	<p>Action – SJA to consider AEAWA justification of claim and provide position.</p> <p>No further action - Parties agree in principle.</p>

Clause	Subclause	SJA Log of Claims	UWU Log of Claims	AEAWA Log of Claims	Actions/ Comments	To Be Completed
				Amend clause to reflect that special leave can be taken over the Christmas period.	<p>5 May 2023 SJA confirmed they do not agree to amend the access to special leave over the Christmas Period (December 24 – 31) due to this being a busy period, and shifts being harder to fill.</p> <p>UWU advised that the recent full bench decision surrounding public holidays may impact subclause (o).</p>	<p>Parties do not agree.</p> <p>Action – SJA to consider UWU feedback.</p>
	23.12 Leave Without Pay	Amend Clause to reflect entitlement to Paid Family Domestic Violence Leave			<p>22 February 2023 UWU requested clarity on the amendments to the Leave without Pay clause.</p> <p>SJA confirmed that the amendments would reflect that LWOP is accessible should the paid leave entitlement be exhausted.</p> <p>UWU confirmed support on the above basis.</p> <p>22 March 2023 SJA proposed amended clause. UWU and AEAWA to provide feedback.</p> <p>5 May 2023 AEAWA and UWU agree in principle to proposed clause.</p>	<p>Action - UWU and AEAWA to provide feedback.</p> <p>No further action - Parties agree in principle.</p>
	23.14 – Family and Domestic Violence Leave	Amend Clause to include 10 days paid Family and Domestic Violence leave to reflect what is provided for in the NES			<p>22 February 2023 UWU provided feedback on draft clause including where clause may not meet NES requirements.</p> <p>UWU to track changes and provide draft clause.</p> <p>22 March 2023 SJA proposed amended clause. UWU and AEAWA to provide feedback.</p> <p>5 May 2023 SJA proposed updated clause to address feedback. AEAWA and UWU agree in principle to proposed clause.</p>	<p>Action - SJA to provide version of clause to UWU, UWU to track changes and provide draft clause.</p> <p>Action - UWU and AEAWA to provide feedback.</p> <p>No further action - Parties agree in principle.</p>

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Appendix 1	Introduction of new classifications	Introduction of Operations Support Officer classification.		Section including the Operational Support Officers within the Agreement. Inclusive of progression, pay scales and levels.	22 February 2023 UWU confirmed that further information is required on the role, including duties and position description prior to confirming position.	
		Introduction of Shift Development Officer classification.		Include a section regarding this position within the EBA. Inclusive of progression and pay scales	22 February 2023 UWU confirmed that further information is required on the role, including duties and position description prior to confirming position. 22 March 2023 SJA circulated position description for consideration. SJA to do not agree to progression and pay scales due to the role not being a permanent role. UWU and AEAWA to provide feedback. 5 May 2023 UWU and AEAWA confirmed in principle agreement to include SDO as a classification in the agreement, at the same rate as Trainers.	Action - UWU and AEAWA to provide feedback. No further action - Parties agree in principle.
		Introduction of Dispatcher classification.			22 February 2023 UWU confirmed that further information is required on the role, including duties and position description prior to confirming position. 22 March 2023 SJA withdrew claim.	No further action – claim withdrawn
			New Pay Points to be introduced, rather than capping at Y4.		5 May 2023 UWU considering quantum to be put forward.	Action – UWU to email quantum for consideration.

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				Include in the EBA that senior SOC employees are listed as a CO5 post 7 years' experience to reward seniority within the room, and a new pay scale within the appendix.	22 February 2023 UWU confirmed support for AEAWA's claim. 5 May 2023 AEAWA considering quantum to be put forward.	Action – AEAWA to email quantum for consideration.
	Rates of Pay	Wage increases of 3% each year to apply from 1 July 2023 in the event in principle agreement is reached prior to the nominal expiry date (30 June 2023).			22 February 2023 UWU contested and rejected SJA's claim.	
				A 5% Annual wage increase across wages and all allowances	22 February 2023 UWU confirmed alignment to AEAWA's claim, noting that this is less than UWU's claim.	
			Per year: In line with CPI, with a floor of 5% per annum.			
Appendix 2	Trainer Allowance			Only paid if seconded for the three months, the vast majority are not seconded that long. Remove the Trainer Allowance and Replace with the Trainer Rate.	22 February 2023 UWU confirmed support for AEAWA's claim. 22 March 2023 SJA sought clarity from AEAWA as to purpose of the claim. AEAWA confirmed purpose of claim is to incentivise role. Currently people are losing money from dispatch or mentoring to be a trainer for short periods. 5 May 2023 SJA confirmed in principle agreement to AEAWA's claim.	Action – SJA to consider and provide position. No further action - Parties agree in principle.
Miscellaneous Claims	Union delegate rights		Clause to reflect the wording contained in the MOU between St John and United Workers Union.		8 March 2023 SJA do not support this claim because the rights of a union representative and relevant freedoms of association are covered by the Fair Work Act. UWU advised there are concerns regarding union delegate rights which are being addressed elsewhere.	Parties do not agree.

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	Fair and equitable hours for employees			<p>In order to maintain equality and fairness, hours calculated for the various roles within the SOC and Wangara Hub are to be recorded on a daily basis.</p>	<p>22 February 2023 UWU confirmed support for AEAWA's claim and provided feedback to AEAWA regarding its application.</p> <p>8 March 2023 SJA willing to explore claim if AEAWA can put forward a proposal.</p> <p>AEAWA to provide proposal.</p> <p>22 March 2023 AEAWA to provide proposal.</p> <p>5 May 2023 SJA confirmed they do not agree to AEAWA's clause being in the agreement. SJA do not reject the concept, but SJA want to work through it to ensure the right processes are put in place to resolve the issue. SJA proposed a working group.</p> <p>AEAWA confirmed they want the working group idea enshrined in the agreement, including the agreed objectives and timeline.</p> <p>SJA to consider.</p>	<p>Action – AEAWA to provide proposal for consideration.</p> <p>Action – SJA to consider enshrining working group in the Agreement, including objectives and timeline.</p>