

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

Name of Agreement: Queensland Public Health Sector Certified Agreement – EB11
Date: 30 June 2022
Branch Official & District: Branch Office
Contact Information: Barry Watson

No.	Item	Explanatory Note
01.	A pay increase of 6% per year for each year of the Agreement or \$80 per fortnight (whichever is greater).	
02.	Duration of the agreement to be for 3-years.	
03.	No reduction of current conditions.	Certified Agreement, Award and Policies.
04.	Allowances be increased each year by the same percentage as the pay increase.	
05.	Job Security <ul style="list-style-type: none"> - Retention of job security and outsourcing provisions. - Altering the application of the existing clause to include the extension of existing roles into new areas including clinical work. - Any existing outsourced work will automatically be insourced at the end of the contract. - Payment of an allowance for operation positions that are difficult to fill and to retain employees. 	
06.	Conversion of all casual, temporary, and permanent part time employees to full time permanent roles after 2 years.	Each employee shall be offered permanent employment. A vacant position is not a pre-requisite for the conversion.
07.	The payment of a Pandemic Payment of \$3,000 for employees to recognise the efforts of essential workers during the past 2.5 years.	
08.	Night Shift penalty rate to be increased to 30%.	

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

No.	Item	Explanatory Note
09.	A commitment by Queensland Health to pay employees on the designated day and improve their processes to rectify payments when errors occur.	
10.	For the late payment of wages, a 10% penalty be applied for each overdue day.	
11.	Change of definition of Afternoon Shift in the Award to 'The majority the shift is to be worked between 12Noon and 6PM for payment of the afternoon penalty rate'.	
12.	The Award be amended to provide that the quantum of the annual leave loading received by an employee shall be no less than their projected roster.	
13.	Payment of a 10% allowance to employees required to undertake isolation cleans.	This claim also applies to theatre assistants.
14.	Reclassification of the classification level for Truck Drivers from 002 to 003 and payment/reimbursement for required licence renewal.	
15.	Payment of a forklift allowance of \$15 per week to employees who are required to hold a forklift license to perform their duties and payment/reimbursement for required licence renewal.	
16.	Fatigue Leave.	Where an operational worker is unable to take their 10-hour fatigue leave between shifts, they shall be paid overtime until such time that they can take such leave
17.	Access to Pandemic Leave without the need to exhaust accrued paid personal leave days.	This will apply retrospectively and include carers leave for family members.
18.	The provision of 5 additional paid personal leave days to recognise that employees working in health settings are more exposed to illness and injury.	
19.	Queensland Health to sign up to the Directive 22/16 Voluntary Medical Retirement (VMR Scheme).	

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

No.	Item	Explanatory Note
20.	Review employment arrangements to ensure all operational employees have access to RDOs as prescribed in the Award.	This is to cease the practice of offering permanent employment contracts for promotions on the basis of no RDO applies.
21.	Improving the balance between work/family responsibility/fatigue management.	<p>The parties agree that where a roster - hours of work arrangement is in place that has a demonstratable negative impact on work-life balance and/or fatigue management of operational workers, the AWU can formally request a change to the hours of work and provide a proposal to amend the hours of work to address such impacts. The employer shall genuinely consult in relation to the proposal and shall not unreasonably withhold agreement.</p> <p>Includes provision in relation to workers only being required to work reasonable overtime.</p>
22.	Provisions requiring the employer to develop specific controls to manage the risk of mental health for operational workers.	
23.	Enhanced backfilling provisions.	<p>Improvements need to be made to address work health and safety issues.</p> <p>Backfilling registers provided to AWU Official one week prior to LCF.</p>
24.	Fair model will be developed by the parties for assessing the number of staff required for operational areas.	<p>When clinical work is increased, operational positions will be increased (including past increases in clinical and operational activities).</p> <p>Develop a fair model for measuring square meterage (such as Daniel's Model).</p> <p>1 operating theatre assistant per theatre.</p>
25.	Operational workers in ED and ICU to be reclassified to OO3.	
26.	When a new area is opened, additional directly appointed operational staff will be allocated.	

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

No.	Item	Explanatory Note
27.	Enforcement of consultation obligations.	<p>Where the employer had a duty to consult and has not done so and an organisational decision has been implemented by the employer which impacts on operational workers then such decision shall be null and void (regardless of any obligations and/or contracts that have been entered into by the employer) and the consultation process shall re-commence with the relevant unions.</p> <p>Managers who breached the provisions requiring genuine consultation may be open to disciplinary process consistent with the Code of Conduct requirement to comply with Legislation, Agreements and Awards etc.</p>
28.	The establishment of a state-wide Security Consultative Committee for the purpose of providing a forum for Security Officers to raise issues that affect them in the workplace.	<p>Senior departmental officers with responsibility for security across the hospital and health services to attend the committee.</p> <p>The establishment of a security unit within the department which has responsibility for security on a state-wide basis.</p>
29.	The provision of additional staffing, fit for purpose training, protective restraints and body worn cameras for all security officers.	<p>Review of legislative framework to ensure security officers can perform their role and JEMS to OO4.</p>
30.	Minimum of 10 days training per annum for security staff to address gaps of MAYBO.	<p>Including identifying gaps and determining whether MAYBO is fit for purpose.</p> <p>Training must be focussed on protecting staff as well as patients, including techniques in managing aggressive and violent behaviour.</p>
31.	The department and each Hospital and Health Service shall implement a specific operational services safety committee for each site and shall call for nominations for such committee from workers within 3 months of certification of the agreement.	<p>As a minimum, the parties agree that the operational services safety committee for each site shall consist of a health and safety representative (HSR) and a proxy for at least each of the following work areas for each shift:</p>

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

No.	Item	Explanatory Note
		<ul style="list-style-type: none"> - cleaning - theatre - ward services - food services - security <p>The employer shall ensure that each HSR can attend each committee meeting during work time.</p> <p>The training and refresher training shall be provided by an RTO nominated by the HSR and Proxy.</p> <p>The employer shall discontinue any non-legislative parallel safety consultation process such as management committees.</p> <p>The practice of utilising "safety champions" should cease.</p>
32.	Disciplinary processes to be centralised to ensure fairness, equity, and natural justice.	
33.	All Operational Staff should be provided 5 days competency and refresher training in relation to the roles they are required to perform on an annual basis.	<p>Such training to be provided by a qualified trainer.</p> <p>Any operational worker who is undertaking training as a Theatre Support Officer shall not be included in the establishment. See claim 24.</p>
34.	The minimum contract to be increased from 8 hours to no less than 32 hours per fortnight.	<p>This applies to casual, temporary, and permanent part time employees.</p>
35.	Removal of obstructions preventing employees accessing union officials and union delegate rights.	
36.	Queensland Health to provide the AWU with details of all contractors undertaking operational work within 3 months of certification.	<p>The details shall include the end dates of the contracts.</p>
37.	All new positions to be reported to the HHS Consultative Committees.	

Certified Agreement
EB11 AWU Log of Claims



Without Prejudice

No.	Item	Explanatory Note
38.	That HR Policies C29 and C30 be amended to provide the respective allowances be paid to all operational employees who undertake duties in high security and/or medium mental health units.	The list of eligible sites in both Policy B29 and B30 be expanded to all sites.

The AWU reserves it's right to add additional claims as part of the bargaining process.