

Colum EB9 Bargaining Issue n2	Source	Outcome	Column1
<p>The 2.5% Government Wages Policy is a Queensland Health bargaining interest, as it is an all-of-Government policy.</p> <p>Proposed Claim by <b>AWU</b>: Quantum of 4.5% per annum or \$50 a week whichever is the greater. <b>(Draft Clause Provided)</b>. Explanatory Notes: At first meeting reading of claims, AWU 26 included request the payment to be backdated to 1 September 2016, despite when agreement is reached.</p> <p>Proposed Claim by <b>UV</b> : Fair Wage Increase. Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that they did not request a quantum on the percentage wage increase to allow flexibility.</p> <p>Proposed Claim by <b>TQ</b> : Wage increases of 4.5%, 4.5% and 4.5% with each percentage increase falling on 1 September for each consecutive year. This to be back-paid to 1 September 2016.</p> <p>Proposed Claim by <b>TWU</b>: Pay increases of 5% per annum.</p>	AWU UV TQ TWU QH	<b>Claims not accepted 2.5% Offer as per Government Wages Policy</b>	\$\$\$
<p>Proposed Claim by AWU: A \$1,300 sign on bonus. Explanatory Notes: At first meeting reading of claims, AWU noted they want the sign-on bonus, similar to the core public sector employees getting the sign-on bonus. The payment to be pro rata for part timers and regular systematic casuals, and to be applied to anyone who can vote in the employee ballot (including employees on secondment).</p>	AWU	<b>Claim not accepted</b>	\$\$\$
<p>Proposed Claim by <b>UV</b>: Increase Wages as Per Pay Equity Case</p>	UV	<b>Claim not accepted</b>	\$\$\$
<p>Proposed Claim by <b>TWU</b>: 160 - Super paid on all earnings(rather than ordinary times earnings) and for increases of 1% each year of the Agreement.</p>	TWU	<b>Discuss 20 Sept</b>	\$\$\$
<p>Buy-out Grease Trap Allowance by paying 2 years allowance to eligible employees</p>	QH	<b>Carried Over - Discussed 15/9 - AWU Considering</b>	allowances
<p>Buy-out Prison Allowance for dental assistants working in prisons, by paying 2 years allowance to eligible employees</p>	QH	<b>Claim Not Accepted.</b>	allowances

7	Buy-out District Divisional Parity Allowance by paying 2 years to eligible employees Check HPDO 21.1 ( e)	QH	Claim not accepted	allowances
8	Proposed Claim by <b>AWU</b> : Review of cleaning allowance due to handling clinical waste, biohazards and toxic materials New Allowance? Check Modern Award for similar Proposed Claim by AWU: Provisions providing for a review of X-Ray allowance.	AWU	In principle support - review of cleaning allowances within first 12 months after certification - Drafting	allowances
9	<b>Proposed Claim by AWU</b> : More rights and resources for AWU delegates in workplace Proposed Claim by <b>TWU</b> : Provisions relating to recognition of the TWU, the rights of TWU delegates and Freedom of Association. Paid union training leave and payroll deduction of union fees.	AWU TWU	Carried Over. Consider AWU drafts	allowances
10	Proposed Claim by <b>AWU</b> : Provide computer access to all members	AWU	In principle support- inclusion of clause to support reasonable access.	allowances
11	Proposed Claim by <b>AWU</b> : Increase in Allowances re Clause 9.5 EB8 Proposed Claim by <b>UV</b> : EB Allowances to Increase by Wage Increase Percentage Proposed Claim by <b>TWU</b> : All existing allowances to be increased in line with wage increases. <b>In principle agreement to increase allowances at EB Cl. 9.5 by % wage increase.</b>	AWU UV TWU	Agreed. EB Allowances to Increase by Wage Increase Percentage	allowances
12	Proposed Claim by <b>TQ</b> : Shift Allowance. There should be an improvement in shift allowances, particularly for those working afternoon and after midnight shifts. Staff starting after midday should be paid 35% loading and staff who work night shift should be paid a 50% loading. Explanatory Notes: At first meeting reading of claims, TQ explained they want a review of shift allowances, with a view to increase.	TQ	Claim not accepted	allowances

<p>Proposed Claim by <b>TQ</b>: Emergency On Call Allowance. Where an employee is instructed to be on call outside ordinary or rostered working hours and the employer requires such employee to attend to duties within 30 minutes of being called (assuming that there are good traffic conditions), they will be paid an amount of 7% of the AO ordinary hourly rate per hour that the employee is required for emergency on call.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they want a review of the on-call allowance, with a view to an increase.</p> <p>At third meeting, TQ read the endorsed log of claims and indicated that at John Tonge HPs get an emergency on call allowance, because they are required to be on the scene immediately (ie if there is a murder). Where BEMS employees are also required to be proximately on call, TQ proposes they should be awarded a 7% allowance. This is not expected to be a wide grouping of employees, however a potential example is the EHealth server team when they need to fix a database problem immediately. The unions will think about this and let BFW know what groups of employees this would potentially cover for costing reasons.</p>	<p><b>Carried Over</b></p>	<p>allowances</p>
<p>Proposed Claim by <b>TQ</b>: Rural and remote incentive scheme Together seeks an improved rural and remote incentive scheme for employees covered by this agreement, commensurate with other groups of Queensland Health employees and other parts of Government.</p> <p>Explanatory Notes: Would like an increase in rural and remote incentive allowance, also a retention allowance for workers in remote areas such as Palm Island, Torres Strait Island. It was discussed that there is a sense of disparity for AO and OO workers, as they are usually local, and are aware that their colleagues receive an incentive allowance, whereas they do not.</p>	<p><b>Claim Not Accepted.</b></p>	<p>allowances</p>
<p>Proposed Claim by <b>TQ</b>: Rural and remote allowance. Together seeks an improved rural and remote allowance, commensurate with other groups of Queensland Health employees, with no disadvantage to current eligibility requirements or allowance rates.</p> <p>Explanatory Notes: Would like an increase in rural and remote incentive allowance, also a retention allowance for workers in remote areas such as Palm Island, Torres Strait Island. It was discussed that there is a sense of disparity for AO and OO workers, as they are usually local, and are aware that their colleagues receive an incentive allowance, whereas they do not.</p>	<p><b>Claim Not Accepted.</b></p>	<p>allowances</p>

16	<p>Proposed Claim by TQ: Professional dev &amp; training - leave. All workers should be able to access time off required to attend professional development. A minimum of five days paid professional development leave should be made available to all staff to attend training or development other than training identified in the training and development incentive fund. All EB9 workers should be able to access time off required to attend Professional Development including any travel required. The parties should acknowledge that for workers outside of major centres of those who have to travel to Brisbane for training will require the provision extra days to enable travel.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they want improvements to leave processes with respect to professional development and training.</p>	TQ	Claim not accepted	allowances
17	<p>Proposed Claim by TQ: Professional dev &amp; training - PD Allowance. Introduction of a \$1500 per year Professional Development Allowance (pro rata for part time employees) to be paid to all workers under EB9 to be paid on a fortnightly basis.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they would like up to 5 days per year, which should be easily accessible.</p>	TQ	Claim not accepted	allowances
18	<p>Proposed Claim by AWU: One Paid Meeting for all OO Workers Every Year</p> <p>Explanatory Notes: At first meeting, the AWU explained that they want all operational staff (not just union members and delegates) to attend one union meeting each year, on full pay. Further, they request that a HR or IR representative attend, in order to be abreast of current issues and implement these measures, or inform staff.</p> <p>At fourth meeting, the AWU was asked to respond if they want one paid meeting per year for operational workers (as per oral log of claims), or three meetings (as per draft clause).</p> <p>At 9th meeting (19 Sept) QH advised not supportive of claim as significant cost. Carried over for consideration with AWU outlining meeting for an hour.</p>	AWU	Carried Over - Meeting for an hour	allowances
19	<p>Proposed Claim by UV: Home Care Workers</p> <ul style="list-style-type: none"> <li>• WHS – Footwear provided or allowance extended to Home Care</li> <li>• Supply of mobile phones</li> <li>• Uniforms supplied</li> </ul> <p>Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that mobile phone usage is increasingly required of their members. Further, they would like uniforms supplied so their member employees are easily identifiable, particularly in emergency situations (nb employees are working with drug addicts).</p>	UV	Carried Over - Discussed 15/9 Review working arrangements particularly issues of personal safety??	allowances
20	<p>Proposed Claim by UV: Foul Animal Excretion Cleaning/Removal Allowance.</p> <p>Explanatory notes: At the 4th meeting, UV explained HACC workers were handling animal excretions. It was occurring rather than it being part of the role.</p>	UV	Carried Over - Discussed 15/9	allowances
21	<p>Proposed Claim by UV: Motor Vehicle Allowance Maintained No Less than \$0.77/km</p>	UV	Agreed. Exists in MA at 13.6	allowances

22	Proposed Claim by <b>TQ</b> : Language Allowance. Explanatory Notes: At 4th meeting TQ explained it related to indigenous diarlecs across the Cape/Torres and where is is mandatory for the role, however the skill is unlikely to be captured by JEMS. TQ can provide a rep to speak to claim.	TQ	Carried Over -Discussed 15/9	allowances
23	Proposed Claim by <b>TQ</b> : Extended emergent and bereavement leave entitlement for immediate family. Explanatory notes: At the 4th Meeting, TQ advised they are seeking an increase to 3 days entitlement.	TQ	Claim not accepted	allowances
24	Proposed Claim by <b>TWU</b> : Severance entitlement of 3 weeks per year of service (with a minimum payment of four weeks) capped at 52 weeks in redundancy situations, with any existing more beneficial arrangements (whether formal or informal) to be preserved. Severance payment ot be retained if employee leaves during notice. Re-training programs and paid time off work to seek alternative employment to be available.	TWU	Claim not accepted	allowances
25	Proposed Claim by <b>TWU</b> : 6 months paid parental leave for primary carer and 3 weeks paid birth/adoption partner leave.	TWU	Claim not accepted	allowances
26	Proposed Claim by <b>TWU</b> : Paid domestic violence leave and related support	TWU	Agreed. Already exists. Applied as policy and Dir 4/16	allowances
27	Clarify roster leave loading payments for shift workers and AWU continuous shift workers	QH	Claim Not Accepted.	allowances
28	Proposed Claim by <b>TWU</b> : Personal leave to be credited in advance each year	TWU	Agreed. Already occurs in QH.	allowances
29	Proposed Claim by <b>TWU</b> : All drivers entitled to Industry Allowance, not just OO2 drivers.	TWU	Discuss 20 Sept	allowances
30	Proposed Claim by <b>TWU</b> : Recognition of TWU, delegate rights and paid union training leave	TWU	Duplication of Claim 9.	allowances

<p>Proposed Claim by <b>AWU</b>: Ensure genuine consultation with union prior to implementing organisational change.</p> <p>Proposed Claim by <b>UV</b>: Consultation involves more than a mere exchange of information. For consultation to be effective, Members must be contributing to the decision making process, not only in appearance but in fact. Included in the <b>definitions</b> of Agreement and with Commitment to Consultation. (QH Comment: <b>EB8 doesn't contain definitions</b>).</p> <p>Proposed by <b>TWU</b>: Effective consultation arrangements when Queensland Health is seriously considering significant workplace changes, including changes to hours and rosters and potential redundancies.</p> <p><b>31</b> EB8 cl 3.2 - Commitment to Consultation, no definitions provisions.</p> <p>AWU Draft clause p.10 -Compliance rather than consultation.</p>	<p><b>Carried Over -In principle support. QH to draft proposed clause for 15 Sept</b></p>	<p>Consultation</p>
<p>Proposed Claim by <b>AWU</b>: Penalty for non-compliance of consultation prior to organisational change</p> <p><b>32</b></p>	<p><b>Carried Over -Further Review</b></p>	<p>Consultation</p>

<p>Proposed Claim by <b>AWU</b>: Enhanced accountability, timeliness and natural justice principles during disciplinary and performance management processes.</p> <p>Proposed Claim by <b>AWU</b>: Ensure investigations of managers using discipline or other processes against a worker for punitive reasons, on application.</p> <p>Review of Protected HR Policy E12</p> <p><b>33</b></p>	<p><b>Carried Over -Further Review</b></p>	
<p>Proposed Claim by <b>AWU</b>: Ensure rights for union representation and consultation with members</p> <p>AWU Draft Provided - p. 10 &amp; p.13</p> <p><b>34</b></p>	<p><b>Agreed. Already exists in the role of Union Representatives and Support Persons in Assisting Employees Addressing Workplace Issues Document</b></p>	

AWU

Consultation

AWU

Consultation

<p>Proposed Claim by <b>TQ</b>: Restriction on reliance on operational convenience to avoid obligations and entitlements</p> <p>Proposed Claim by <b>UV</b>: Opreational reason to be explained when used to deny a request (Recreation Leave - Half Pay)</p> <p>Proposed Claim by <b>UV</b>: Opreational reason to be explained when used to deny a request (Extra Leave for Proportunate Salary)</p> <p><b>35</b></p>	<p><b>Agreed in Principle - Further Drafting</b></p>	<p>Consultation</p>
<p>Proposed Claim by <b>UV</b>: EB9 Approval Obtained, Not Just Sought</p> <p><b>36</b></p>	<p><b>Carried Over - consider drafting 6.2</b></p>	<p>Consultation</p>

<p>Meaningful consultation with TQ regarding budgets</p> <p>Proposed Claim by <b>TQ</b>: Together Queensland notes that the federal government has cut the national health budget significantly including health funding to Queensland. This cut to funding will mean that funding will grow at a lesser rate than demand for health services.</p> <p>Together seeks that Queensland Health:</p> <ul style="list-style-type: none"> <li>• Commit to meaningful consultation with Together in relation to any budget saving measures or “turnaround plans” and negotiate the mechanisms by which any savings will be made, measured and reported.</li> </ul> <p>Explanatory Notes: At first meeting reading of claims, TQ explained that there has been many federal health budget cuts. Proposal to ensure compliance and transparency with budget and budgetary processes. This requires genuine consultation of QH with unions on changes to reporting and recording. TQ accepts that there are federal government budget cuts to health funding, and the unions would like to be consulted with regarded to cost cutting and budget savings, such that the budget cuts are a shared problem rather than a QH problem.</p> <p><b>37</b></p>	<p><b>Carried Over -Consdier drafting (replace 1.14 NH reform) for disuss 15 Sept</b></p>	<p>Consultation</p>
<p>Proposed Claim by <b>TQ</b>: Together seeks to strengthen the requirements for consultation and negotiation when positions are not filled.</p> <p>Explanatory Notes: TQ states that positions are not being backfilled more and more.</p> <p>Hannah Bloch discussed that she provides separation reports to unions regularly which contain positions that have been vacated. This sort of report may be a possibility in order to allow the unions to keep track of what positions have not been filled (cross-check against new starter reports?)</p> <p><b>38</b></p>	<p><b>Carried Over -Further Review</b></p>	<p>Consultation</p>

<p>Enhance insourcing of OO work currently being outsourced</p> <p>Proposed Claim by <b>AWU</b>: Provisions enhancing the insourcing of operational work that is currently outsourced to the private sector. (<b>AWU Draft Clause p.6-7</b>)</p> <p><b>39</b> Proposed Claim by <b>TQ</b>: Insourcing. All outsource services or work should be reviewed regularly with a view to returning to direct government service provision. Staffing for such services should be exempt from the operation of the staffing cap.</p> <p>Proposed Claim by <b>TWU</b>: Provisions to enable the insourcing of any currently outsourced work.</p> <p style="text-align: right;">AWU TQ TWU</p>	<p style="text-align: center;"><b>Carried Over -Further Review</b></p>	<p style="text-align: center;">Contracting</p>
<p><b>40</b></p> <p>Outsourcing</p> <p>Proposed Claim by <b>AWU</b>: No OO work is to be outsourced to private sector</p> <p>Proposed Claim by <b>UV</b>: Employer will Not Contract-out or Lease Services the DoH Currently Provide</p> <p>Proposed Claim by <b>TWU</b>: No outsourcing of any existing work.</p> <p style="text-align: right;">AWU UV TWU</p>	<p style="text-align: center;"><b>Claim not accepted. Existing provisions higher standard than Govt Policy</b></p>	<p style="text-align: center;">Contracting</p>
<p><b>41</b> Proposed Claim by <b>TQ</b>: Review labour hire and outsourcing arrangements</p> <p style="text-align: right;">TQ</p>	<p style="text-align: center;"><b>Carried Over -how to capture - (Reporitng)</b></p>	<p style="text-align: center;">Reporting</p>

<p>Proposed Claim by <b>TQ</b>: Where the department has to use external contractors due to existing staff not having the current skill sets to undertake the project or role part of the engagement contract should stipulate that they have to teach these skills to the existing workforce during the life of their engagement.</p> <p><b>42</b> Proposed Claim by <b>AWU</b>: Queensland Health Employees will not be utilised to provide training or orientation of any employee that are employed by contractors within any of the health facilities. In addition Queensland Health employees will not be required to be involved in any buddying up arrangements with employees of contractors within any of the Queensland Health Facilities.</p>	<p><b>Carried over. In principle support for TQ Claim. Req drafting 'capacity to impart skills'</b></p> <p><b>AWU Claim not accepted.</b></p>	<p>Contracting</p>
<p>Proposed Claim by <b>AWU</b>: Strengthen jump up clause for contractors. (Draft Clause Provided)</p> <p>Proposed Claim by <b>TQ</b>: Outsourcing and labour hire. Together seeks to strengthen the protections outsourcing and privatisation of public health services and to provide for employees of labour hire businesses and contractors to be paid, as a minimum, the remuneration payable to equivalent Queensland Health employees.</p> <p><b>43</b></p>	<p><b>Carried Over -Further Review</b></p>	<p>Contracting</p>
<p><b>44</b> QH, AWU, UV, TQ, TWU each have requested a three year agreement for EB9.</p>	<p><b>Agreed</b></p>	<p>Framework</p>

<p>QH Interest: Include QAS and Office of Health Ombudsman as a party to the agreement. QAS - 365 AO, PO, TO, OO staff. Office of Health Ombudsman 127 AO, PO staff. Mental Health Commission XXXXX</p> <p>Proposed Claim by <b>AWU</b>: The agreement will cover and apply to all Hospital and Health Services (HHSs) and the Department of Health. Each HHS will be a party to the agreement and will be bound by the provisions. (<b>AWU Draft Clause p.1</b>)</p> <p><b>45</b> Proposed Claim by <b>UV</b>: HHS's to be a party to the Agreement. (Consistent with the coverage provisions in Award). Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that they want all HHSs to be party to the certified agreement, including the Prescribed HHSs.</p> <p>Modern HHSGE Award states:</p>	QH AWU UV	Agreed	Framework
<p>Proposed Claim by <b>AWU</b>: Ensure timely and streamlined enforcement of agreement provisions</p> <p><b>46</b></p>	AWU	Carried Over -Further Review	Framework
<p>Proposed Claim by <b>TQ</b>: Expand the "purpose of the agreement" to reflect the agreements role in providing a consistent, enforceable state-wide industrial instrument and ensure real and meaningful consultation by Hospital and Health Boards with staff and seeking to ensure adequate staffing, manageable workloads, rewarding career paths, and other industrial outcomes.</p> <p><b>Explanatory Notes</b>: At first meeting reading of claims, TQ explained to set statewide industrial conditions to ensure adherence, enforcement, clarity and that these apply to all HHSs.</p> <p><b>47</b> Existing Provision Cl <b>1.9</b>: <i>Queensland Health is committed to improving the working conditions of all staff in relation to attraction and retention, enhanced functions and roles and workload issues.</i></p> <p><i>Possible Clause : Queensland Health is committed to improving the working conditions of all staff in relation to attraction and retention, managing workload issues and enhancing functions through consultation.</i></p>	TQ	Agreed in Principle - Further Drafting	Framework

<p>Proposed Claim by <b>TQ</b>: Protection of policy entitlements.</p> <p>Proposed Claim by <b>TWU</b>: Protection of entitlements provided for in policy by inclusion in the Certified Agreement.</p> <p>QH Interest: Review existing 38 Protected polices within 12 mths of certification. Remove policies which have no operation. (Casual loading rate) Parties to agree on policies to be removed.</p>	<p>TQ TWU</p>	<p><b>Agreed in Principle - Drafting</b>  <b>Review of policies within 12 mths of certification</b></p>	<p>Framework</p>
<p>Cultural respect. Proposed Claim by <b>TQ</b>: The parties to this agreement recognise the cultural diversity, rights, views, values and expectations of Indigenous Queenslanders must be respected in the delivery of culturally appropriate health services.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they want clauses in the new agreement that acknowledge the respect and value of indigenous employees. This is also toward improving quality of life of indigenous persons as per the Closing the Gap campaign. TQ is driven toward asking for commitments of workplace cultural change and value of the indigenous employee, rather than monetary dollars.</p> <p>Statement could be included in <b>Part 1 'Preliminary Matters': The parties to this agreement recognise the cultural diversity, rights, views, values and expectations of Indigenous Queenslanders must be respected in the delivery of culturally appropriate health services.</b> LINK TO Claim 49 so as to cover (recognise the reasoning and commitment to relevant consultation. Conscience of impacts) Notation also to be added within Change Management Guideline.</p>	<p>TQ</p>	<p><b>Agreed in Principle - Further Drafting</b></p>	<p>Framework</p>

<p><b>Aboriginal and TSI - cultural leave</b> Proposed Claim by <b>TQ</b>: An employee who identifies as being Aboriginal or Torres Strait Islander, or who identifies as belonging to both cultures and who is accepted by their community as such, is entitled to use Cultural Leave to fulfil ceremonial obligations. Up to 5 days paid leave per year will be granted to eligible employees. Where this leave is exhausted, eligible employees may consider accessing other forms of leave to fulfil their cultural obligations such as:</p> <ul style="list-style-type: none"> <li>• Recreation leave</li> <li>• Unpaid special leave</li> <li>• In lieu of public holidays (where operational circumstance permit)</li> <li>• Accrued time leave; or</li> <li>• The required time with such time made up at a later date.</li> </ul> <p>50</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they want clauses in the new agreement that acknowledge the respect and value of indigenous employees. This is also toward improving quality of life of indigenous persons as per the Closing the Gap campaign. TQ is driven toward asking for commitments of workplace cultural change and value of the indigenous employee, rather than monetary dollars.</p>	<p>TQ</p> <p>Claim not accepted</p>	<p>Framework</p>
<p>Proposed Claim by <b>TQ</b>: Aboriginal and TSI - Change management in Indigenous Health Services. It is recognised the effectiveness of Aboriginal and Torres Strait Islander community health care workers who identify as being Aboriginal or Torres Strait Islander or, who identifies as belonging to both cultures and who is accepted by their community as such in providing comprehensive primary health care that is actively working towards “closing the gap.” To ensure this continual improvement to the level and quality of health service provision; and supporting community decision-making as a fundamental component of health service provision <b>any change within indigenous health services in Queensland should be deemed as major change and the consultation provisions of this agreement will apply.</b></p> <p>51</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained they want clauses in the new agreement that acknowledge the respect and value of indigenous employees. This is also toward improving quality of life of indigenous persons as per the Closing the Gap campaign. TQ is driven toward asking for commitments of workplace cultural change and value of the indigenous employee, rather than monetary dollars.</p> <p>At third bargaining meeting, TQ read through their endorsed log of claims and explained that if there are any changes to indigenous health that there should be consultation with the employees. This is because they are part of the community who is affected by change, and allowing consultation assists in empowering the community to taking joint ownership of issues that affect them.</p> <p>Statement could be included in <b>Part 1 'Preliminary Matters': The parties to this agreement recognise the cultural diversity, rights, views, values and expectations of Indigenous Queenslanders must be respected in the delivery of culturally appropriate health services.</b> LINK TO Claim 49 so as to cover (recognise the reasoning and commitment to relevant consultation. Conscience of impacts) Notation also to be added within Change Management Guideline.</p>	<p>TQ</p> <p>Agreed in Principle - Further Drafting Linked to Claim 49</p>	<p>Framework</p>

<p>52</p> <p>Mental health. Proposed Claim by <b>TQ</b>: Together seeks to engage with Queensland Health in relation to the employer taking a proactive approach to mental health and wellbeing in the workplace.</p> <p>Explanatory Notes: At the third bargaining meeting, TQ read their log of claims and explained that when there is an assault or a traumatic event in the workplace, the staff are not being offered counselling. Although the EAS is there for that, this is not being applied properly in some HHSs, and employees are having to push for assistance and counselling. The existing EAS needs to be applied properly, and managers need more training to ensure they are looking after their employees.</p> <p>It was also discussed that employees need to be better protected from mental health patients who may be potentially aggressive, despite funding issues. Also managers and fellow staff, should be looking after each other also – potentially a cultural issue.</p>	<p>TQ</p> <p><b>Carried Over -Further Review Consider with Safety.</b></p>	<p>Framework</p>
<p>53</p> <p>No Dimunition of Conditions</p> <p>Proposed Claim by <b>UV</b> : No individual member will be disadvantaged in their average ordinary earning or overall entitlements</p> <p>Explanatory Notes: At first meeting, <b>AWU</b> and <b>TQ</b> explained that they want no terms and conditions to be reduced while implementing the new agreement and negotiated outcomes.</p> <p>Proposed Claim by <b>TWU</b>: No reductions in existing terms and conditions of employment (including custom and practice)</p> <p>Proposed Claim by <b>TWU</b>: No provisions withi the Agreement to be expressed in terms which are detrimental when compared with the QES.</p>	<p>AWU UV TQ TWU</p> <p><b>Agreed</b></p>	<p>Framework</p>

<p>Proposed by <b>AWU</b>: No Pre-employment Testing or Screening. Explanatory Notes: At first meeting, AWU and TQ expressed opposition to pre-employment testing and screening, and raised the floodgates argument of different HHSs using different screening methods that may be discriminatory toward potential employees.</p> <p><b>AWU Proposed Draft:</b> No HHS or the department shall implement any pre-employment testing on applicants for positions or employment testing for workers currently occupying positions covered by the scope of this agreement (including permanent, part-time and casual). Where a HHS or department proposes to implement an ill health retirement process it will be in accordance with Directive 3/15 Commission Chief Executive Directive: Voluntary Medical Retirement</p> <p>Proposed by <b>TQ</b>: Pre-employment screening. That during the life of the agreement Queensland Health will not seek to implement any system of 'fit-for-work', 'pre-employment screening' or similar process beyond that authorised by Chapter 14, Part 1, Division 1 of the Workers' Compensation and Rehabilitation Act 2003. Explanatory Notes: At third bargaining meeting, and TQ's reading of their endorsed log of claims it was explained that TQ only want the provisions in the Workers Compensation and Rehabilitation Act included in pre-employment screening, and for HHSs/DoH to go no further.</p>	AWU TQ	<p><b>Carried Over -Further Review</b></p>	<p>Framework</p>
<p>Proposed Claim by <b>UV</b>: Lady Ramsey Child Care Centre to Continue QH Operation, and Employees Continue Under Award</p> <p><b>55</b> EB8 CI <b>10.2</b> Provides the employer will continue to operate the Lady Ramsay Child Care Centre. Child Care workers employed at the Lady Ramsay Child Care Centre will continue to be employed in accordance with the <i>DHSEA</i> .</p>	UV	<p><b>Agreed</b></p>	<p>Framework</p>
<p>Proposed Claim by <b>UV</b>: Renewal Five Months Prior to Expiration of Agreement</p> <p>IRA S. <b>143(3A)</b> If there is an existing certified agreement or a determination under subdivision 3 between the parties, the proposer must not, despite anything to the contrary in the agreement or determination, give the notice of intention more than 60 days before the nominal expiry date.</p>	UV	<p><b>Agreed</b></p>	<p>Framework</p>

<p>Proposed Claim by <b>UV</b>: Maintain the role of the EB9 Consultative Group and Public Hospital Oversight Committee, but merge into a single forum</p> <p>Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that rather than have separate EB9CG and PHOC meetings, this should be combined for efficiencies, however they should continue to maintain their role.</p> <p>At the fourth bargaining meeting discussion regarding the merging of PHOC and EB9 Implementation Group occurred, with Steve Baker (AWU) suggesting that this could occur by having one meeting after the other. There was general consensus that having these two meetings at the same time together, monthly, would result in greater efficiencies, whether concurrently or consecutively (which is to be worked out at a later date).</p>	<p>UV</p>	<p><b>Agreed</b></p>	<p>Framework</p>
<p>Proposed Claim by <b>AWU</b>: Proposed Parties Bound Clause The parties to this agreement are the:</p> <ul style="list-style-type: none"> <li>• The Australian Workers' Union of Employees, Queensland;</li> <li>• Together Queensland, Industrial Union of Employees;</li> <li>• United Voice, Industrial Union of Employees , Queensland;</li> <li>• Queensland Services, Industrial Union of Employees;</li> <li>• Queensland Nurses' Union of Employees ;</li> <li>• Transport Workers' Union of Australia, Union of Employees (Queensland Branch);</li> <li>• Queensland Department of Health;</li> <li>• Cairns and Hinterland Hospital and Health Service;</li> <li>• Central Queensland Hospital and Health Service;</li> <li>• Central West Hospital and Health Service;</li> <li>• Children's Health Queensland Hospital and Health Service;</li> <li>• Darling Downs Hospital and Health Service;</li> <li>• Gold Coast Hospital and Health Service;</li> <li>• Mackay Hospital and Health Service;</li> <li>• Metro North Hospital and Health Service;</li> <li>• Metro South Hospital and Health Service;</li> <li>• North West Hospital and Health Service;</li> <li>• South West Hospital and Health Service;</li> <li>• Sunshine Coast Hospital and Health Service;</li> <li>• Torres and Cape Hospital and Health Service;</li> <li>• Townsville Hospital and Health Service;</li> <li>• West Moreton Hospital and Health Service;</li> <li>• Wide Bay Hospital and Health Service;</li> <li>• <b>Health Quality and Complaints Commission; and</b></li> <li>• <b>Office of Health Practitioner Registration Boards.</b></li> </ul>	<p>AWU</p>	<p><b>Agreed</b></p>	<p>Framework</p>
<p>Proposed Claim by <b>TWU</b>: The disputes resolution procedure to be used for the resolution of all disputes between employee/s and/or the Union and Queensland Health Pertaining to the employment relationship and to provide arbitration as a right.</p>	<p>TWU</p>	<p><b>Claim not accepted. Agreed in Principle to arbitration for EB9/Industrial matters - DRP not supported for all matters pertaining to employment</b></p>	<p>Framework</p>

<p>QH Interest: Remove 64 hour over time cap for part-time workers ordinary hours</p> <p>Explanatory Notes:</p> <p><b>60</b> Proposed Claim by UV: Part-Time Employment Contracts to Reflect Actual Hours Required</p> <p>AWU would like to see.....</p> <p style="text-align: right;">QH</p>	<p><b>Claim not accepted</b></p>	<p>hours of work</p>
<p>Review variable work hour arrangement</p> <p>Explanatory Notes: QH advised at the 4th meeting that the current variable working hours arrangement (EB8 Sch 3) provides that a DHSEA (38hr per week) employee can work up to 9hrs per day whilst a PSA (36.25hr per week) can work up to 9.5hrs per day with the excess time above their ordinary hours (7.25/7.36) being accrued as flex time.</p> <p style="text-align: right;">QH</p>	<p><b>Claim Discontinued No variation required</b></p>	<p>hours of work</p>
<p>Proposed Claim by <b>AWU</b>: Ensure OO employees have access to ADOs &amp; RDOs. AWU Draft Clause provided p.3</p> <p>CI 15.1(g) of HHSGE Modern Award states:</p> <p style="text-align: right;">AWU</p>	<p><b>Agreed. Already exists in MA. No inclusion of additional provision required.</b></p>	<p>hours of work</p>
<p>Proposed Claim by <b>AWU</b>: Provide 9 Day Fortnight Option to OO Employees. Explanatory Notes: At first meeting reading of claims, AWU aware that this means the work day will be greater than 8 hours.</p> <p>Proposed Claim by <b>TQ</b>: All workers should have access to a nine day fortnight as well as other options for flexible working hours. Worker should be able to choose flexible hours of work options that promote their work/life/home balance. All nine day fortnight discussions or proposals need to be tabled and agreed at the HHS consultative forums. Managers should only be able to deny flexible working arrangements if clear reasons for the decision are given in writing. Management discretion around flexible work arrangements should be limited. Explanatory Notes: At first meeting reading of claims, TQ explained they want access</p> <p style="text-align: right;">AWU TQ UV</p>	<p><b>Claim not accepted</b></p>	<p>hours of work</p>
<p>Proposed Claim by <b>AWU</b>: Provisions ensuring AWU agreement to implement rosters. Replace DHSEA clause with HHSGE and consider 6.2 of modern award</p> <p>Explanatory Notes: At first meeting reading of claims, AWU explained provision to use Award wording (DHSEA). Includes changes to the roster.</p> <p><b>64</b> Proposed Claim by <b>UV</b>: Consult with Union Office when Roster Changes Made</p> <ul style="list-style-type: none"> <li>• A mechanism for employees to initiate changes on how a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned</li> <li>• Consultation with the relevant union office when roster changes are being made in accordance with the above claim or Part 5 of the Hospital and Health Service General Employees (Queensland Health) Award 2015</li> </ul> <p style="text-align: right;">AWU UV</p>	<p><b>Claim not accepted. Already exists in MA. QH not supportive of any additional provision.</b></p>	<p>hours of work</p>

<p>Proposed Claim by <b>AWU</b>: Enhanced work-life balance initiatives and application requests.  Explanatory Notes: (out of hours)???  PSC 'Flexible work options" (how to capture genuine commitment)</p> <p><b>65</b> <b>Explanatory Notes:</b> At first meeting reading of claims, AWU explained it is important to employees that have extenuating circumstances eg child or elderly care. Seeking flexibility in the provision eg to swap shifts rosters if a day worker to night work if need to or vice versa. Relates to emergent circumstances where a care situation etc arises out of work hours. Eg. Working nights, day medical appointment and request to swap working night shift to RDO.  At fourth bargaining meeting AWU explained that this is not a cost item, but about improving procedures and how people are treated at work. This involves ensuring employees that need it</p> <p style="text-align: right;">AWU</p>	<p><b>Carried Over. QH to draft clause re genuine consideration/reasons why if no (EB cl. 10.4)</b></p>	<p>hours of work</p>
<p>Proposed Claim by <b>AWU</b>: Ensure equity amongst employees regarding rosters, higher duties, workload, overtime etc.</p> <p style="text-align: right;">AWU</p>	<p><b>Carried Over. QH to consider first 2 para of p. 4 draft words</b></p>	<p>hours of work</p>
<p>Proposed Claim by <b>TQ</b>: Roster Patterns . Processes introduced to ensure roster patterns take into account and minimise fatigue issues. Explanatory Notes: At the third bargaining meeting, TQ read their endorsed log of claims and explained that the fatigue leave provisions that provide for overtime payments when there is not enough of a break between shifts (such as an 8 hour or 10 hour break) should not be used as minimum rostering practices. TQ stated that this practice is there as an absolute minimum and not to be used as a standard practice in rostering, as staff are fatigued, and QH are more likely to pay overtime when staff stay back for overtime work due to needing to complete tasks. Claim to increase the minimum break to be greater than 10 hrs (no number provided). At 4th meeting TQ advised it could provide ACTU shift work research/documentation.</p> <p style="text-align: right;">TQ</p>	<p><b>Carried Over. QH to provide info on nursing roster guidelines</b></p>	<p>hours of work</p>

<p>Enhanced job security Proposed Claim by <b>AWU</b>: Provisions ensuring enhanced job security of workers. Explanatory Notes: At first meeting reading of claims, AWU explained there to be no forced redundancies. AWU Draft Clause provided p. 6</p> <p>Proposed Claim by UV : Enhanced job security provisions.</p> <p>Proposed Claim by TQ: Together seeks for maintenance and improvement of employment security provision including no forced retrenchments. Commit to strengthening employment security provisions for all employees including temporary, casual and labour hire employees.</p> <p><b>68</b> <b>Proposed Claim by TQ:</b> Improved protection against improper use of temporary, casual and labour hire employment and the maximisation of permanent employment, including notification of the all use of casual, temporary or labour hire staff and the reasons for the use of this type of employment.</p> <p>Explanatory notes Together Queensland notes that secure and permanent employment is fundamental to patient safety and high performing health services. Together is deeply concerned about the use of high levels of temporary or casual employment, or contracting and labour hire arrangements to allow the cutting of staff numbers without appropriate consultation and negotiation. This misuse of these forms of employment is deeply unfair and also creates risk for patients and staff. This is being raised due to the Federal budget funding cuts, to ensure more employment protections for non-permanent employees.</p>	<p><b>Carried Over. QH to consider AWU draft and use of 'employment security' (QH could draft a proposed clause)</b></p>	
<p style="text-align: right;">AWU TQ UV</p> <p>Proposed Claim by <b>AWU</b>: Convert casual and temporary engagement employees after 12 months, on application</p> <p>Proposed Claim by <b>TQ</b>: Together seeks to provide improved conversion of temporary and casual employees and labour hire staff to permanent directly employed status including process to ensure temporary employees are not excluded from conversion processes as a result of HR shortfalls in their recruitment processes.</p> <p>Proposed Claim by <b>TQ</b>: Improved employment and security provisions temp, casual and labours hire employment</p> <p><b>69</b> TQ commnet that temp delegation is lower for Temp engagement. DG ca wave merit protocols (previous directive-removed from current)</p> <p>Proposed Claim by <b>UV</b>: All Non-Genuine Temporary Employees to be Converted to Permanent Employees</p> <p>Proposed Claim by <b>TWU</b>: Casual conversion to full-time or part-time employment after 6 months of service.</p> <p style="text-align: right;">AWU TQ UV TWU</p>	<p><b>Carried Over. QH to get rpt on temp employees by time and show % over 2 yrs etc</b></p>	<p>Employment security</p> <p>Employment security</p>

70	<p>Proposed Claim by <b>AWU</b>: Ensure replacement of employees when leave the department</p> <p>AWU Draft Clause provided p. 5</p>	AWU	Carried Over. See Para 4 of AWU draft on P.5	Workload
71	<p>Proposed Claim by <b>UV</b>: Maximise Permanent Employment of Home and Community Care Employees</p>	UV	<p>Claim not accepted. Supported in principle. Already Exists for all employees Cl. 6.6 QH not supportive of separate provision for a group of employees. Commitment of maximising permanent employment is for all</p>	Employment security
72	<p>Merit Principle</p> <p>Proposed Claim by <b>UV</b>: All Temporary Employees Must be Engaged Using the Merit Principle, and be Advised why they are Employed Temporarily</p> <p>Proposed Claim by <b>UV</b>: Report when Temporary Employee is Not Engaged Using the Merit Principle</p> <p>Proposed Claim by <b>UV</b>: Enhanced Merit Selection Provisions Regarding Higher Duties Appointment</p> <p>Proposed Claim by <b>TQ</b>: Improved Merit Selection processes The employer should alter B1 to reflect that for all temporary employees hired for duration of longer than 3 months an advertise open merit based process needs to be undertaken. To extend a temporary contract beyond 6 months the position must be advertised and fulfil all the requirements of B52. Explanatory Notes: At first meeting reading of claims, TQ explained that some employers find it easier to hire temporary employees as they don't need to go through the merit process. However, this is only meant for the CEO to employ temps for non-ongoing work, such that the provision of temps is being misused (PSA?). TQ wants temps to not extend beyond 12 months, and merit selection should be used to employ permanently, as long term temp employees not given the opportunity to go through the merit process is a breach of the directive about temporary employees. At third meeting and TQ's reading of their endorsed log of claims they indicated that EHealth has ongoing work and there is no merit process applied initially to employ permanently. TQ proposes that where the employee has not gone through a merit selection process, through no fault of their own, and they can therefore not be made permanent, the old provision should be brought back from the Recruitment Selection Directive that the DG can override the need for a merit selection process where it is manifestly not fair to the employee in order to recruit permanently. TQ further wants a merit process to be undertaken once the employee has been working</p>	UV TQ	Carried Over	Employment security
73	<p>Proposed Claim by <b>UV</b>: Temporary Contracts to be for the Actual Duration of the Temporary Circumstances</p>	UV	Carried over. Supported in principle. Drafting required.	Employment security

74	Proposed Claim by <b>TWU</b> : Casual conversion to permanent after 6 months of service	TWU	Claim not accepted	Employment security
75	<p>EB9 Reporting Proposed Claim by <b>TQ</b>: Quarterly reports should be tabled at the EB9CG on the following:</p> <ul style="list-style-type: none"> <li>• Number and make up and skill mix of the workforce including levels and employment status.</li> <li>• Current vacant positions, names of the previous incumbent, time vacant, status of employment process, expected completion to fill vacancy.</li> <li>• The conversion rates from temporary to permanent.</li> <li>• The number of temporary employees not hired through an open merit process.</li> <li>• Access and the budget contribution and distribution of professional development.</li> <li>• Overtime utilisation.</li> <li>• Roster variations (AVACs).</li> <li>• Counts of industrial grievance escalations.</li> <li>• Counts of contracting out/outsourcing.</li> <li>• Numbers and detail of use of contractors.</li> </ul> <p>Proposed Claim by <b>UV</b>: HHSs to Report Quarterly on New Casual and Temporary Employees</p> <ul style="list-style-type: none"> <li>• HHS's to report quarterly on the number of new employees engaged in casual or temporary forms of employment and the reasons for it not being viable or appropriate to engage a permanent employee</li> <li>• Provision of an all staff list that contains name, job title and work location consistent with the principles outline in s 373(3) of the Industrial Relations Act.</li> </ul>	TQ UV	Carried Over	Reporting

<p>Reporting</p> <p>Proposed Claim by <b>UV</b>: Services currently outsource will be reported to EB9 CG in February each year, and whilst not breaching commercial confidence, will include the length of the contract, available options to extend the contract and if the contractor is meeting agreed KPI's</p> <p>Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that they want a report to be provided every February to the EB9 Consultative Group, as they do not know when contracts are expiring.</p> <p>Brian Fletcher-Wode indicated that there would be little value reporting KPIs for long term contractors. Lee Salloway said this is something that can be discussed.</p> <p>Proposed Claim by <b>TQ</b>: Quarterly reports should be tabled at the EB9CG on the following:</p> <ul style="list-style-type: none"> <li>• Number and make up and skill mix of the workforce including levels and employment status.</li> <li>• Current vacant positions, names of the previous incumbent, time vacant, status of employment process, expected completion to fill vacancy.</li> <li>• The conversion rates from temporary to permanent.</li> <li>• The number of temporary employees not hired through an open merit process.</li> <li>• Access and the budget contribution and distribution of professional development.</li> <li>• Overtime utilisation.</li> <li>• Roster variations (AVACs).</li> <li>• Counts of industrial grievance escalations.</li> <li>• Counts of contracting out/outsourcing.</li> <li>• Numbers and detail of use of contractors.</li> <li>• Turnover of staff.</li> <li>• Retention payments made.</li> <li>• Counts of change of management.</li> <li>• HHS and departmental board minutes and decisions.</li> </ul>	<p><b>Discussed 15/9 - QH accepted some parts of the claim. Claim to be revisited.</b></p>	<p>Reporting</p>
<p>76</p> <p>Proposed Claim by <b>UV</b>: Provision of Qhealth Email Address</p> <p>Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that employee members are using their personal email addresses to submit timesheets, and would like a Queensland Health email address, and computer access to utilise these.</p> <p>At fourth bargaining meeting, UV explained that email addresses for the home care workforce are a specific issue, as it is not very professional to email clients from a neither Hotmail account, nor best practice to give clients their personal email address. The issues are mainly access to QH emails, as they are generally allocated a personal email address. How can we ensure home care workers are given regular and reliable access to QH computers connected to the QH intranet and outlook emails.</p>	<p><b>Claim specific to HACC workers. Consider with claims 19 &amp; 20</b></p>	<p>Reporting</p>

<p>Budget Transparency: Together Queensland notes that the federal government has cut the national health budget significantly including health funding to Queensland. This cut to funding will mean that funding will grow at a lesser rate than demand for health services.</p> <p>Proposed Claim by TQ: Together seeks that Queensland Health:</p> <ul style="list-style-type: none"> <li>• Commit to transparency of Departmental and HHS budgets, financial management and HR processes.</li> <li>• Commit to meaningful consultation with Together in relation to any budget saving measures or “turnaround plans” and negotiate the mechanisms by which any savings will be made, measured and reported.</li> <li>• Prohibit a negative cost cutting approach by divisions and HHSs to pursuing productivity enhancements and commit to ensuring adequate resources.</li> </ul> <p><b>78</b></p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained that there has been many federal health budget cuts. Proposal to ensure compliance and transparency with budget and budgetary processes. This requires genuine consultation of QH with unions on changes to reporting and recording.</p> <p>At third meeting when endorsed log of claims was read by Michael Thomas the following was explained:</p> <p>TQ accepts that there are federal government budget cuts to health funding, and the unions would like to be consulted at committee meetings, so staff know what is going on with regarded to cost cutting and budget savings.</p>	TQ	<p><b>Carried Over - Discuss 20 Sept</b></p>	Reporting
<p>QH Interest: Review OSM to replace prescriptive roles with range of tasks for OO employees within first 18 months of agreement. Review to be conducted through PHOC.</p>	QH	<p><b>Agreed</b></p>	Review
<p>Review of staffing cap</p> <p>Proposed Claim by <b>TQ</b>: Together notes the introduction of a budge principle in the state budget regarding a cap on public service numbers. Together have significant concerns about the unintended consequences of such a cap on the quality and cost of existing services, for example through the unintended consequence of increasing use of contractors, labour hire employment and outsourcing.</p> <p>Together seeks for the Queensland government to review this cap with respect to health employers.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ explained their concern on the capping of staff in Government, and the effect this will have on the provision of healthcare. Although there are now nurse to patient ratio rules, there is a concern on the deleterious flow-on affects this can have for non-nursing staff and patient workloads, in order to cut costs.</p> <p>At the third meeting, TQ’s endorsed log of claims was read and it was explained that the Commonwealth Games project is an example of staffing caps. Government employees are encouraged to be seconded out to the Cth Games, however these positions are not backfilled. TQ’s concern is that with the nursing ratios and these unfilled roles the non-nursing workforce is being squeezed.</p> <p>Kieran Keyes explained the MOHRI Data cap and budget allocation principles, and cabinet policy. It is a matter for HHSs to decide their funding priorities and how they will use their money, and how they will staff their workforce.</p>	TQ	<p><b>Discuss 20 Sept</b></p>	Review

<p>Career path classifications Proposed Claim by <b>TQ</b>: The parties should commit to review positions in the following classifications with a view to creating a stream allocation that recognises the increasing clinical nature of their work.</p> <ul style="list-style-type: none"> <li>• Allied Health Assistants</li> <li>• Therapy Assistants</li> <li>• Recreational Officer</li> <li>• Laboratory Assistant</li> <li>• Phlebotomists</li> <li>• Dental Assistants</li> </ul> <p>Proposed Claim by <b>UV</b>: Dental Assistants</p> <p><b>81</b></p> <ul style="list-style-type: none"> <li>• Reclassification of Pharmacy Assistants</li> <li>• Reclassification of Dental Assistants</li> <li>• Recognition of Dental Assistants with multiple Qualifications</li> </ul> <p>Proposed Claim by <b>TWU</b>: Classification of drivers to be reviewed.</p> <p>Clause 13.4 of the EB8 agreement is a provision of Governments commitment to review positions of Dental Assistants and Pharmacy Assistants in order to identify progression opportunities based on demonstrable benefits to Queensland Health, existing work, required competencies, qualifications and scope of practice/work.</p> <p>Explanatory Notes: At first meeting reading of claims, TQ questioned whether work value is properly measured. They questioned the consistency of JEMS evaluations, which is subjective. They asked for a process to rectify JEMS anomalies, such as an internal review process in order to</p> <p>TQ</p>	<p><b>Carried Over -Discussed 15/9</b></p>	<p>Review</p>
<p><b>82</b></p> <p>Proposed Claim by <b>UV</b>: Fully Explain Operations Reason why Deny Recreation Leave on Half Pay Request.</p> <p>Review of Protected HR Policy C38 - Leave</p> <p>UV</p>	<p><b>Duplication of Claim 35. Agreed in Principle - Further Drafting</b></p>	<p>Review</p>
<p><b>83</b></p> <p>Proposed Claim by <b>TQ</b>: Administrative Stream work Value The parties should commit to ensure that the value of work performed by EB9 employees is assessed according to fair, consistent and appropriate processes and structures. To facilitate a consistent approach to job evaluations, the employer will establish a Centralised Job Evaluation Unit. A centralised database of job evaluation information and a library of standard titles, role descriptions and classification level that are recognised as benchmarks will be established in the Centralised Job Evaluation Unit. As a priority the job evaluation unit will initiate a project to develop benchmark role descriptions for positions in the following categories as well as those agreed by the parties:</p> <ul style="list-style-type: none"> <li>• Payroll</li> <li>• Liaison officers</li> </ul> <p>These benchmark role descriptions will include mechanisms to differentiate between metropolitan and rural/remote work environments, and the discrete requirements of localised work arrangements.</p> <p>TQ</p>	<p><b>Discuss 20 Sept</b></p>	<p>Review</p>

84	<p>Proposed Claim by <b>AWU</b>: Enhanced implementation, consultation, review and compliance of occupational health and safety programs AWU Draft Clause p.12</p>	AWU	<p><b>Carried Over - consideration of AWU draft</b></p>	Safety
85	<p>Ensure supportive process for return to work and rehabilitation Proposed Claim by <b>AWU</b>:Provisions addressing a supportive process for return to work and rehabilitation.</p> <p>Explanatory Notes: At first meeting reading of claims, AWU explained that some HHSs provide a good return to work process, but others do not. The AWU wants consistency in how this is approached.</p> <p>Proposed by <b>TWU</b>: Effective consultation in relation to health and safety issues, including union involvement in risk assessments. Consultation on return to work assessments for drivers.</p> <ul style="list-style-type: none"> <li>• Queensland Health has comprehensive policies and procedures which commit to ensuring the safety, health and wellbeing of all workers.</li> <li>• Policies regarding return to work and rehabilitation include HR Policy G3 – Reasonable Adjustment - Supports employees, including those participating in a return to work program, by applying principles of reasonable adjustment within DoH.</li> <li>• All Health and Safety legislative requirements are adhered to including the following: <ul style="list-style-type: none"> <li>- Anti-discrimination Act 1991</li> <li>- Workplace Health and Safety Act 2011</li> <li>- Workers’ Compensation and Rehabilitation Act 2003</li> <li>- Workers’ Compensation and Rehabilitation Regulation 2003</li> </ul> </li> </ul>	AWU	<p><b>Carried Over -Review against Polices E11, QH PCD-401-5-1:2014</b></p>	Safety

<p>Proposed Claim by <b>AWU</b>: Ensure protection against harassment &amp; bullying of workers by workers and managers</p> <p>Proposed Claim by <b>UV</b>: Review of current workplace bullying policies and education processes to enhance QHealth's Zero Tolerance commitment within 12mths of certification</p> <p>AWU Draft Clause: VICTIMISATION IN THE WORKPLACE The employer acknowledges that all workers have a right to be treated fair and justly in their workplaces. The parties agree that victimisation of a worker is a fundamental breach of the Code of Conduct and constitutes misconduct. An allegation of victimisation can be raised by a worker or group of workers through their union based on a genuine belief that a manager or any other worker has made a decision or used a procedure for a punitive reason with the intent to victimise the worker. The punitive decision or conduct may impact on an individual workers or a group of workers. Victimisation may include any alleged adverse action against a worker/s exercising a workplace right consistent with Chapter 4 of the Industrial Relations Act 1999. Victimisation will also include the use of administrative processes such as discipline or performance management against a worker for a punitive reason. Further, if a member, through their union, does raise allegations of victimization, the status quo will remain prior to any alleged detrimental decision and/or punitive action being implemented against the workers. The employer shall investigate all allegations of victimization raised by the union in consultation with the relevant union official/delegate.</p>	<p style="text-align: center;"><b>Carried Over</b></p> <p>AWU Claim - Carried Over -</p> <p>UV Claim - In principle support- clause to be drafted.</p>	
<p>Proposed Claim by <b>TWU</b>: All drivers to have access to paid training for AQF recognised certificates, including Certificate 3 in Transport and Logistics. Forklift training to be provided for drivers and an allowance payable for forklift ticket and/or other licenses.</p>	<p style="text-align: center;"><b>Discuss 20 Sept</b></p>	<p style="text-align: center;">Safety</p> <p style="text-align: center;">Training</p>

<p>Training Programs</p> <p>Proposed Claims by <b>AWU</b>:  Provisions providing more meaningful training for operational workers. Explanatory Notes: At first meeting reading of claims, AWU explained that they want more training for their members, and they want the training allowances to be easier to access and progress (RPL).  Review classification structure to ensure progression for specific accredited training qualifications  Review of the current qualification allowance arrangements to remove unnecessary restrictions.  Provision of accredited training and/or RPL to any eligible operational worker on application.</p> <p>Explanatory Notes: At first meeting reading of claims, AWU explained why should the employee have to reach the top of their pay point before they can use their skills?  Peter Patmore interjected “as long as the employee wants to use those skills.”</p> <p><b>88</b> Explanatory Notes: At first meeting reading of claims, AWU explained that they want more training for their members, and they want the training allowances to be easier to access and progress (RPL). If the employee has the papers and payslips, why should they have to go to the top of the pay point before they should use those skills?  Peter Patmore proceeded to discuss that there will be a review of the 2 AO and 2 OO streams, to make these centrally administered, and therefore utilise the funding more efficiently. Further, QH is interested in discussing training programs. This will prevent some districts from not having enough training spaces, and some districts using their training spaces but just enrolling, and not completing training.  QH Interest: Review of the 2 AO and 2 OO streams, to make these centrally administered, and therefore utilise the funding more efficiently.</p>	<p><b>Carried Over - QH to provide proposed placement numbers and \$ for each.</b></p>	
<p>Proposed Claim by <b>TQ</b>: Professional dev &amp; training recognition of prior learning</p> <p>Recognition of prior learning. Queensland Health and the HHS employees have a vast amount of skills and knowledge that has been gained through work and life experiences.  The employer should recognise these skills and knowledge by a formal process to recognise prior learning. The employer will pay for qualified RPL assessors in the workplace to consider and review applicant’s skills and knowledge and match them against suitable qualifications.</p> <p>Explanatory Notes: At the third bargaining meeting, TQ read out their endorsed log of claims and explained that where employees have been working in their role for some time and have the skills and experience in a role, but no formal qualifications, they should be able to enrol in a course and get these qualifications recognised. If they are sitting in an existing role and don’t have the formal qualifications to undertake a government funded training, these qualifications should be linked so the employee can undertake the training, thus up skilling and bettering their ability to perform their duties.  At fourth bargaining meeting TQ asked the QH bargaining team to look at the HPDO professional development leave and allowance that was agreed to.</p>	<p><b>Carried Over - AWU Claim - Consider Cunningham Centre capacity to provide guidance at initial application</b></p>	
AWU QH		Training
TQ		Training

<p>Proposed Claim by <b>TQ</b>: Professional dev &amp; training - training &amp; development education incentive fund programs</p> <p><b>90</b> The Employees Training and Development Education Incentive Fund Programs should have the inclusion of diploma level training.</p>	<p><b>Agreed - Existing AO and OO training programs allow Diploma level training</b></p>	<p>Training</p>
<p>Workload Management</p> <p>Proposed Claim by <b>UV</b> : Review the EB7 workload management tool with a view to obtaining efficiencies in the reporting and resolution process</p> <p>Proposed Claim by <b>UV</b> : Home Care - Continuation of 12.2 Addressing Workforce issues and potential to include in Allied Health Assistants framework</p> <p>Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated that they want an extension of the scope of work of Home and Community Care employees, such as showering, and simple tasks (as per the private sector). Complex tasks the HCC employee will know to notify a more qualified employee e.g. nurse. The HCC employees also want better access to training that extends their scope of duties.</p> <p><b>91</b> Proposed Claim by <b>AWU</b>: Enhanced management and compliance of workloads for work area, on application. Explanatory Notes: At first meeting reading of claims, AWU explained that they do not want the workload compliance/management issues to be stuck at the DCF level, where the issues will take significant time to be corrected, but want a more effective and immediate process to resolve safety issues such as going to a supervisor to be actioned quicker. Explanatory Notes: At second bargaining meeting, UV provided first reading of their log of claims and indicated they want the EB7WMT reviewed within a 6-12 month timeframe of certification of EB9, with a view to improving the tool. a(Draft Clause Provided)</p> <p>Proposed Claim by <b>TQ</b> : Workload Management Tool. The tool should be reviewed to ensure currency and application to HHSs.</p>	<p><b>Carried over. Consider AWU wording. (possible including into 5.1) See shirelle for extra wording</b></p>	<p>Workload</p>

Workloads and safe staffing

Proposed Claim by TQ: Together seeks an acknowledgment from Queensland Health that in circumstances of staffing caps or budget cuts, it is levels of service and service quality that will be impacted, and that health employers will not seek for existing employees to undertake unreasonable workloads as demand for services increase or budgets decrease. Explanatory Notes: At first meeting reading of claims, TQ explained they are concerned that increased workloads will be given to employees, due to decreasing staff levels. Concern that the increased nurse to patient ratio may result in staffing cuts to non-nursing employees in healthcare. TQ wants commitment from QH for a business planning framework to provide for resolution of concerns, relief pools, and increased workload management policies. At third meeting, TQ read through their endorsed log of claims and said they would get the research regarding ratios of staff to patients and improved outcomes. They indicated that it would be beneficial to get a planning framework in place in order to deliver the service at the standard that is promised, rather than keep decreasing staff levels with increased workloads, and therefore not provide the standard of service required.

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Proposed Claim by TQ: Acknowledge that increased demand cannot be met without increased staff, and that increasing workloads is not sustainable for our members or for the quality of services.

Explanatory Notes: At first meeting reading of claims, TQ explained that there has been many federal health budget cuts. Proposal to ensure compliance and transparency with budget and budgetary processes. This requires genuine consultation of QH with unions on changes to reporting and recording.

At third meeting when endorsed log of claims was read by Michael Thomas the following was explained: The biggest risk to health with budget cuts is that more services must be provided with fewer resources. TQ would like to be involved in discussing what programs can be offered or cut

TQ

Carried over. Consider drafting some wording as a principle.

Workload

Proposed Claim by TQ : Support Staff to Clinical Staff Ratio

Proposed by TQ:

Support Staff to Clinical Staff Ration: The cornerstone of high quality effective well-coordinated and efficient public health care is team based care, in which staff work collaboratively with patients and their caregivers.

Worldwide research has been undertaken on support staff to clinical staff ratios. This research demonstrates the consistently higher ratio of support staff to clinical staff in better performing practices.

Together seeks a commitment to the creation of mandatory ratios of support staff to clinical staff.

Explanatory Notes: Michael Thomas provided his research, however it was weak with only one article clearly supporting his argument from thousands of searched articles.

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Michael Thomas from TQ provided a link regarding the support of staffing ratios for workforce planning, and whether this resulted in more positive outcomes. Only one of the 12 articles was linked to clinical outcomes, indicating a scarcity of research into staffing ratios. It was not possible from the evidence presented to use workforce ratios to plan for allied health requirements in general settings such as a general hospital or community setting, only specialist and rehabilitation workforce planning. The link is found below:

TQ

Claim not accepted

Workload

<p>94 Proposed by TQ: Development of BPF. During the life of this agreement a Business Planning Framework (BPF) should be developed to develop safe minimum staff levels and provide for monitoring of the implementation of the escalation process, to ensure effective and timely resolution of workload concerns.</p>	<p>Carried over. TQ believe there to be earlier support. (check minutes and Kieran)</p>	<p>Workload</p>
<p>95 Proposed Claim by TQ : Relief Pool Relief Pool. In order to maintain appropriate staffing levels in HHSs, HSQ, EHealth and corporate office will create a permanent reliever pool. These relievers will have mandatory training for the areas they will be providing relief and undertake induction, and OHS training.</p> <p>Explanatory Notes: At the third meeting, TQ read their endorsed log of claims and explained that a relief pool is a pool of employees with generic skills, that know the HHS processes that can be draw on to relieve employees that are sick, on leave, seconded out, etc. A relief pool of employees at A02 and A03 level was common at Redlands Hospital until the Newman Government scrapped these. This places a lot of strains on departments and borrowing of employees between departments. Also, casual employees are for the short term trained up to relieve some positions, however these employees leave, taking their skills with them. This is an inefficiency, and places a lot of stress on areas such as Logan Emergency Department, which are busy and where it is difficult to get a replacement employee.</p>	<p>Claim not accepted</p>	<p>Workload</p>