

## United Workers Union Sullivan Nicolaides Pathology

### Log of Claims

1. That the Agreement be a full comprehensive agreement. That is, all relevant employment conditions (including the National Employment Standards (NES); union rights provisions; award, over-award, and enterprise agreement conditions) that can be legally contained in an Agreement are incorporated into a consolidated document.
2. That the current CWA forms the basis of the new Agreement (i.e., current terms and conditions of employment continue subject to this log of claims and any relevant legislation).
3. That all wages and conditions are brought up to the minimum level of the *Fair Work Act 2009 (Cth)* and other relevant legislation and the *Health Professionals and Support Services Award 2020*
4. That the new Agreement operate for a period of **3** years
5. That the Agreement includes a wage increase of **10%** for each year of the Agreement, or the minimum wage determination as handed down by the FWC, whichever is greater.

All wage increases will also be payable on all allowances payable at the site and including additional review of the current allowances monetary value eg:

- On Call Allowance
  - Living away from home
  - Meal Allowance
  - Car allowance
6. Domestic Violence Leave - 5 paid days
  7. That the Agreement provide for union recognition and promotion of union membership via:
    - a union notice board for the Union or Union delegates to post notices on to be available in the Main Hub locations
    - employees elected as Union Delegates, will be recognised by the Employer as the on-site representatives of the Union
    - providing delegates with access to resources to perform their role i.e. computer, phone, printer
    - giving delegates up to 5 days paid Union leave each year

- allowing delegates paid time to conduct on-site and off-site Union business
  - employees being granted up to 4 hours annual paid time to attend Union and EBA related meetings
  - the agreement providing for an authorised Union representative to enter the worksite to: induct new employees and labour hire workers; distribute information to Union delegates, employees and labour hire workers; and
  - including Union information via video as part of the company online training module
8. That in relation to employees receiving work cover payments, the Employer will provide make up pay to 100% of the employee's pre-injury earnings for a period of 52 weeks.
9. Support for employees affected directly or indirectly by a declared pandemic or epidemic:
- If employees cannot work due to health risks, they should not lose pay, including caring for direct family members;
  - Employees and the Union must be consulted about the employers response to the epidemic;
  - Review of standard operating procedures under pandemic conditions;
  - Employees must be entitled to avoid unsafe workplace situations;
  - Employees falling into special categories (including higher risk and carers) must be supported;
  - Employees must be supplied with appropriate personal protective equipment (PPE);
  - Epidemic Allowance - employees working during the crisis period will have an increase in hourly rate until the epidemic is over.
10. More training for staff with company systems and processes
11. Classification Level:
- a. Review of the current structure to confirm roles and clarify skills required per role and level
  - b. A review of skill level/pay must take place once the employee has reached the eligible time. The company must initiate the meeting with the employee.
  - c. Improve pay levels to enable incentive to progress.
  - d. Definition for Part-time Flexible particularly for Couriers
12. Casual employees will not be required to give more than the legally required notice for any time off or leave
13. Minimum engagement to be increased to 4 hours.

14. Uniform policy to be included in the Agreement including type and quantity of uniform articles provided and how they can be replaced.
15. Define reasonable overtime in regard to hours per week as well weekend O/T
16. Changes to the grievance procedure in order to offer protection and anonymity to those brave enough to speak out against the systemic bullying occurring within the company.
17. A total review of ordinary hours and hours averaging across a roster.
18. 3.3.3 of CWA needs to be amended to allow for RDO's to be adhered to. Currently the clause requires staff to be available 24 hours a day. All staff are entitled to their own time and days off.
19. The current recording system does not allow for staff to properly document meal breaks and overtime so they can be paid accordingly. A new system needs to be implemented and adhered to with no changes to be made by managers which has been identified previously.
20. On call:
  - a. On call should never be considered as an RDO.
  - b. Courier (Brisbane) one week on/one week off (but on call) roster does not allow for actual time off to be taken
  - c. An increase of the collectors on call rate to bring it in line with the other staff working overnights which is 75% shift loading. Currently for collectors on call it is 50%.
  - d. Increase minimum shift engagement
21. Annual leave guidelines to help define what is reasonable notice.
22. Parental Leave to be increased
23. The extension of compassionate leave based on circumstances.
24. Penalty Rates:
  - Should start after 7pm
  - If Christmas day falls on a Saturday it should be paid at the 2.5 penalty rates and not double time. It is still a public holiday regardless of what day it falls and people are taken away from their families to work and should be paid accordingly

- If you are required to work a night shift on a public holiday you should be entitled to loading and penalty rates for the entire shift
- 25. If a shift is changed with less than 24 hours' notice, regardless of if you agree to it or not you will automatically be paid double time and, you will have the right to refuse.
- 26. Define when a break should be taken within the shift
- 27. No reduction in classification for staff being moved around. If they have attained a skill level, they should be paid that level regardless of location of work.
- 28. If your immediate manager is not available and no response comes from trying to contact them you should be paid double time until such time as a manager contacts you.
- 29. Time should be given at the end of shift for closing protocols. Currently staff are expected to collect up until the time advertised for clinic closure. If this cannot be accommodated than staff should be rostered and paid for time after closing to ensure clinic closure can be done properly.
- 30. Personal Leave – staff are entitled to it and should be able to take it regardless of other concerns
- 31. Collections: Permanent workers should be rostered to a particular clinic and not moved around like relievers (only when necessary)
- 32. Relievers area of coverage must be reviewed to ensure they are not too large
- 33. WACC structure to be amended to increase powers of the WACC members to bring agenda items in front of the Company. Inclusion of Unions in the WACC when invited by a committee member.
- 34. Guidelines to be set around how TOIL can be used and to give workers an opportunity to use it. To be paid out at overtime rates if not used.
- 35. Ensure that those who are pregnant are not forced to do COVID collections