

HSUWA EBA Log of Claims 2018

20/04/2018 - FINAL

Salaries

- Salary increases of 1.5% or \$1, 000, whichever is higher, from 1 July 2018 and 1.5% or \$1, 000, whichever is higher from 1 July 2019. A two year Agreement to 30 June 2020.

Secure Employment

Fixed Term Contracts

The fixed term contract provisions of the Agreement be strengthened as follows:

- To require that employees appointed for a fixed term to be advised in writing of the terms of the appointment, including the circumstances of the appointment listed under clause 9.2
- To require the employer to review all FTC's within 4 Months of registration of the agreement and every 12 months thereafter. Any positions that are not fixed term for one of the accepted reasons detailed in Clause 9.2 of the Agreement are to be made permanent.
- The employer will provide the union with detailed information at least every 12 months sufficient to demonstrate that all positions which can be filled on a permanent basis have been actioned and to enable the Union and the employees concerned to confirm the information provided.
- The process for recognition of permanency to be included in the Agreement.
- Wherever fixed term contracts are used for positions which have a finite life (e.g., the completion of a project or at the occurrence of a defined event) or are externally funded, or to cover parental leave, the term of the contract should be the same as the period of the project, event and / or funding.
- Where the employer has determined that a position filled by an employee on a fixed term contract is no longer required the Employer will grant reasonable paid time during ordinary working hours to an affected employee(s) to consult with the Union.
- Where the employer uses fixed term contracts to "facilitate change" the 'change' must have been notified in writing to the union and to the affected employee(s).

Permanent Employees

- Permanent employees (full time and part time) to be given preference in rostering and access to Higher Duties Allowance, overtime, leave etc.

Casual Contracts – Casuals

- All casual contracts will be reviewed within 6 months of the Agreement coming into effect to ensure that casual contracts are only being used in accordance with the terms of the Agreement.
- Any employees whose contracts do not meet the terms of the Agreement will be made permanent.
- That the casual loading be increased to the national standard of 25%

Agency and Labour Hire Employees

- In all but emergency circumstances the employer is to utilise direct employment.
- At the request of the HSUWA and within 1 month of that request, the employer(s) are to advise the HSUWA of the number of Agency and Labour Hire employees being employed in the Health Service and where they are deployed/employed.

No Forced Redundancies

- No forced redundancies for the life of the Agreement.

No Contracting Out

- No contracting out of work for the life of the Agreement and, where possible, bring privatised services in existing hospitals and health services back in house.

Flexible Work Arrangements and Hours

Flexible Work Arrangements

- The right to flexible work arrangements to be strengthened under the agreement such that a request for flexible work arrangements can only be refused on reasonable grounds provided to the employee(s) in writing.
- Require that the employer in considering any request by an employee for individual flexibility, take into account the circumstances of the employee.

Definitions

- Clarify throughout the Agreement that when the employer makes a decision in regard to the work arrangements of an employee they are required to take into account the needs and circumstances of the employee as well as the requirements of the organisation.

Transition to Retirement

- Employees may apply to enter into a transition to retirement arrangement which may involve a reduction in working hours, a job share arrangement; and/or working in a different position including at a lower classification level.
- Leave clauses to be amended to provide that where an employee's classification level is reduced for any reason all accrued entitlements as at the date of the reduction in classification will continue to be paid at the rate of pay for the higher classification. (Currently such entitlements are paid at the rate of pay that applies at the time they are taken, which results in a reduction in pay for the accrued leave where an employee accepts a job at a lower classification.)

Hours

- Increase maximum credit flexi hours from 16 to 24 hours.

Rest and Refreshment Breaks

- Employees may take paid rest and refreshment breaks as agreed between the employee(s) and the line manager, taking into account custom and practice in the work area, the demands of the work tasks, and to minimize fatigue associated with critical tasks.

- Rest and Refreshment breaks incorporate customary “tea breaks”. Accordingly, there will be no reduction in current arrangements as a consequence of the introduction of these provisions.

Preservation of Leave Entitlements on Transfer

- Where an employee transfers from one employer to another they may request to transfer accrued leave entitlements other than excessive leave entitlements.

Working from Home

- The Working from Home clause to be improved to clarify the rights of employees to request to work from home and to provide reasonable parameters against which to assess such claims.
- The policies referred to in the Agreement in regard to working from home to be clarified/established in consultation with the HSUWA.
- Clarify that working from home arrangements may be such that an employee may work from home for part of the time and from the designated workplace the rest of the time.

Industry Consultative Committee

- To facilitate Health Industry Wide Consultation, establish a standing consultative committee to meet regularly to improve consultation, the exchange of information, consistency and coordination of industry wide issues.
- The Committee to be composed of representatives of the Department of Health, as System Manager, each of the Health Service Providers and the HSUWA.

Standing Consultative Committees (SCC) to be established.

- To facilitate local consultation, establish standing consultative committees for each Health Service Provider to meet regularly to improve workplace consultation.
- The Role of the SCC to focus on issues such as, implementation and compliance with the terms of the Agreement; local change and restructuring, workload, access to flexible work arrangements, rostering, bullying and discrimination, the use of FTC’s, casuals and agency employees, training needs; workplace safety and health; union representation, and such like.
- The employer will, at the request of the members of the committee, the Union, or both, provide relevant information for the purposes of the deliberations of the Committee sufficient to inform, enable and empower all members of the Committee to make a full contribution to addressing and resolving the issues under consideration.
- Confidentiality and privacy in the deliberations of the Committee will be respected at all times and no employee will be disadvantaged as a consequence of participating in the Committee and its deliberations.

Workload

- Employees be required to record all hours actually worked whether they are worked at the direction of the employer or not.
- The employer will, at the request of the Union, provide information on benchmarks, caseloads, patient ratios and other measures that apply to a position, department or service and will work with the Union to ensure safe and sustainable workloads are a factor in determining staffing levels.
- Where an employee(s) identifies a workload issue upon the request of the employee(s) or the Union or both, the employer will provide a list of vacant positions and FTE in the work area.
- Identified Policy Issue: That where a position needs to be filled at short notice HSP's to be able to draw from other HSP's relevant recruitment pools – facilitated by CI 2 but not well known). This would need a System Wide Policy to support it if one does not already exist, or education if a policy does exist.

Performance Reviews

- That the system of performance appraisal and review referred to in the Agreement be reviewed during the life of the Agreement with a view to ensuring its relevance, value, fairness, effectiveness and fitness to purpose.

Professional Development, Skills Acquisition, Training and Research

Health Professionals and other Specified Callings as defined by Clause 17.5 and other classifications agreed between the parties to the Agreement, shall be entitled to professional development, skills acquisition and training in accordance with a consolidated set of entitlements that includes (Note: there shall be no reduction in any entitlements available under the current Agreement):

Personal Professional Development Leave (PPDL)

- PPDL credits of 16 hours on commencement of employment and a further two days on completion of each 12 months service.
- Employees working between 200km and 400km from the Perth GPO shall be entitled to a total of three days PPDL on commencement and a further three days on completion of each 12 months service.
- Employees working more than 400km from the Perth GPO shall be entitled to a total of four days PPDL on commencement and a further four days on completion of each 12 months service.
- Unused PPDL will accrue from year to year but will not be paid out on termination.

Skills Acquisition and Training

- Employees required to undertake skills acquisition or training programs mandated by a national registration board, professional association or by the Employer, will be entitled to necessary paid leave and all course costs will be paid by the employer. This is in addition to PPDL entitlements.
- Where completion of the training requires intrastate, interstate or international travel, the employee will be paid travel costs and allowances in accordance with the Agreement
- Employees will not be required to use PPDL for undertaking mandatory skills acquisition or training for the purposes of acquiring new skills or maintaining existing skills.
- The employer may where a course or training program is approved but not mandatory grant paid leave up to 38 hours within a 12 month period to an employee to participate. This entitlement does not accrue from year to year if unused.

Higher Education Incentive

- The Employer and the Union are committed during the life of the Agreement to review and consider the adoption of a Higher Education Incentive that would be available on application from eligible employees who complete a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential; or Post Graduate Masters Degree or PhD.
- Such review will include the development of a set of principles to identify relevant qualifications and or credentials, define eligible employees, the nature of the incentive and the application process.

Research

- Commitment to and recognition of the importance of research work undertaken by or contributed from Health Professions covered by this Agreement
- At the request of the Union, the employer will provide to the Union information on all employees covered by this Agreement undertaking research work
- The employer recognizes the principles of the Workload Management provision of the Agreement and, where employees undertake research as part of their role, will ensure that reasonable steps have been taken to enable a reduced clinical and administrative workload so that employees can participate effectively in research projects.
- During the life of the Agreement the employer will, as part of the SCC, establish measures and/or mechanisms to ensure time spent undertaking research is protected.
- The employer and the Union agree to review during the life of the Agreement the processes available for employees to access research funding and the viability of establishing dedicated research funding intended to build the research capacity in the health professional workforce and to support the implementation of evidenced based clinical practice.

Mandatory Training Time

- That all employees be provided suitable blocks of paid time away from their regular job in order to complete mandatory training in regard to mandatory WA Health Policies including online training.

Long Service Leave

- An employee shall be able to access pro rata long service leave during the first accrual period any time after the completion of 7 years continuous service.
- The scheduling of long service leave should be as a result of consultation between the employer and the employee. If the employee refuses to enter into discussions in relation to the taking of long service leave, the employer may roster the employee off for a period of long service leave.

A reasonable payment for out of hours advice by telephone or other electronic means

- One hour at overtime rates for employees who are On Call and are required to provide advice by phone or other electronic means out of hours, away from the workplace.

Additional Leave for Shift Workers and Employees on On-Call

- The additional week's leave for ordinary shifts on Sundays and Public holidays to be extended to work on Saturday for all shift workers and to workers rostered on call on these days. The additional leave remains capped at 5 days.
- Where a shift worker or on-call worker has accrued less than seven ordinary shifts in any year the balance of eligible days off which go to earning eligibility for an additional day's leave can be rolled over into the following year
- An employee who is rostered On Call for any hours on a Public Holiday will be entitled to a day in lieu.

Substituted day for MIT's on Availability on a Public Holiday

- MIT's who are on availability to be treated the same as On Call workers for Public Holidays. (They get a day in lieu.)

Campus Facilities Manager's and Maintenance Officer's Availability provisions

- The Agreement provisions relating to Campus Facilities Manager's and Maintenance Officer's holding themselves available for work outside normal hours are outdated and do not adequately compensate employees for the service provided and the work performed. The provisions are to be reviewed and agreed changes included in the replacement Industrial Agreement.

Public Holidays

- To clarify the meaning of “day” for the purpose of the Public Holiday’s clause, insert the following definition into the clause:
- “For the purposes of this clause, a “day” means the hours the employee would have ordinarily worked but for the public holiday.”

Family and Domestic Violence Leave

- The Clause to be updated and upgraded to the new state standard clause, including up to 10 days paid leave in addition to entitlements to any other leave.

The Right to Transfer

- That a provision setting out the right of an employee to transfer within and between health services be inserted into the Agreement.
(The employer’s right to transfer employees including between Health Service Providers is contained in the Health Services Act 2016.)
- “Transfer”, means the permanent or temporary movement of an employee at level within or between the health services covered by this agreement.

Removal Allowance and Travel Allowance for Employees Moving to and from the Country

- All employees appointed to a Country Health Service who required to move to that location and all employees moving from one country location to another or from a Health Service located in the Country back to the city will have their reasonable removal and travel expenses paid by WA Health. Such compensation to include the reasonable expenses of a spouse or partner of an employee who needs to move with them (whether or not the spouse or partner is employed by Health or whether or not they were employed locally.)

Parental Leave

- An employee seeking to extend their parental leave by up to two years leave without pay should not have to first take all of their accrued annual and long service leave entitlements. The requirement should be only that they take any excessive accrual of annual leave and long service leave.

Personal Leave – Unpaid Carer’s Leave

- An employee is entitled to unpaid carer’s leave only if the employee cannot take paid carer’s leave during the period.

Improved emergency services leave

- Access to training for emergency services in addition to attending emergencies

Overpayments

- Extend definition of overpayments to include over paid leave (i.e., leave that was paid when it should have been unpaid / leave without pay), so that employees who have been provided with excess paid leave of any type can reduce their leave debt by paying it off and not be left without little or any leave available, provided that an employee will not be precluded from agreeing to offset a proportion of other accrued leave entitlements or future leave accruals against the overpaid leave as a means of repaying the leave.

Workplace Representatives

- The employer will provide to the Union or its nominated Representatives a noticeboard in each work area for the display of Union materials or in the alternative space on electronic noticeboards, intranets, etc.
- The employer will provide to the Union a list of current Occupational Health & Safety Representatives and will provide written notice of changes including the appointment or resignation a Rep, new training or systems required, etc.
- For the purposes of communicating with employees in the workplace, the Agreement be amended to provide that workplace representatives will have email access to all HSUWA covered employees in their workplace.

Uniforms

- The Uniforms and protective clothing clause to be amended to provide that notwithstanding any other provision of the clause, a dispute in regard to the wearing of protective clothing or a Uniform may be addressed pursuant to the dispute settlement provisions of the Agreement.