

<b>HSUWA EBA Log of Claims 2018</b>	<b>Department of Health offer / response</b>	<b>Comment</b>
<b>Salaries</b>		
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.	Salary increases of \$1,000 from 1 July 2018 and \$1,000 from 1 July 2019. (Pro rata for part time employees)  A two-year Agreement to 30 June 2020	Government Wages Policy has dictated the Department's response and offer. It is the same as offers accepted by the Public Service, Police, Teachers, and Hospital Support Workers.
<b>Secure Employment</b>		
<b>Fixed Term Contracts</b>		
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	Agreed	Fixed term contract positions should only be filled for one of the agreed reasons and employees will be notified in writing.
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.	Not agreed	Covered in part in the Government wide discussions for increasing permanent employment. Pending Government policy will require all existing FTC positions to be reviewed.
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.	Partly Agreed	Clause 9.6 has been improved significantly. The employer now not only has to advise FTC positions on request of the Union but also has to identify the positions to be filled and the time frame for filling them.

The process for recognition of permanency to be included in the Agreement.	Partly agreed	Covered in the Government wide discussions for increasing permanent employment
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.	Partly agreed	The wording of the Agreement no longer implies terms fixed by time which should encourage employers to offer fixed term contracts for the life of a project or similar, as some have already done. We encourage members to seek advice from the union if you are in this situation.
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.	Not agreed	However, arguably covered by current Consultation clause.
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).	Not agreed	Employer view was that this should already be occurring, we will respond appropriately as situations arise.
<b>Permanent Employees</b>		
Permanent employees (full time and part time) to be given preference in rostering and access to Higher Duties Allowance, overtime, leave etc.	Not agreed	Employer would not agree as they believe that it would unreasonably restrict their rostering.
<b>Casual Contracts – Casuals</b>		
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.	Partly agreed	Being dealt with under the whole of Government review of casual contracts
Any employees whose contracts do not meet the terms of the Agreement will be made permanent.	Partly agreed	Being dealt with under the whole of Government review of casual contracts.

		Can also be taken up on a case by case basis.
That the casual loading be increased to the national standard of 25%	Not agreed	Employer says cost too great and salaries higher than Award rates
<b>Agency and Labour Hire Employees</b>		
In all but emergency circumstances the employer is to utilise direct employment.	Agreed	Agency employees to be used as a last resort.
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.	Agreed	Employer said it would take 60 days to collate information.
<b>No Forced Redundancies</b>		
No forced redundancies for the life of the Agreement.	Not agreed	Given Government policy is no forced redundancies it is disappointing that they would not reinforce their policy by agreeing to our claim.
<b>No Contracting Out</b>		
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.	Partly agreed	A clause placing limits on the use of further contracting out to be inserted into the Agreement. The HSUWA will be notified when existing contracts come up for renewal.
<b>Flexible Work Arrangements and Hours</b>		
<b>Flexible Work Arrangements</b>		
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.	Agreed	This should assist members in situations where managers have said no without giving a reason.

Require that the employer in considering any request by an employee for individual flexibility, take into account the circumstances of the employee.	Agreed	Relevant provisions throughout the Agreement amended.
<b>Definitions</b>		
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.	Agreed	Relevant provisions throughout the Agreement amended.
<b>Transition to Retirement</b>		
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.	Not agreed	Health Service Employers will be asked by System Manager to consider implementing policy.
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.)	Not agreed	Employer position is that this is a cost and outside of what they can offer in accordance with Government Wages policy

<b>Hours</b>		
Increase maximum credit flexi hours from 16 to 24 hours.	Not agreed	Employer position was that it would add to leave liability
<b>Rest and Refreshment Breaks</b>		
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.	Not agreed	Employer agreed that employees have a right to rest and refreshment breaks in paid work time but was unwilling to include the right in the Agreement.
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.	Not agreed	As above
<b>Preservation of Leave Entitlements on Transfer</b>		
Where an employee transfers from one employer to another they may request to transfer accrued leave entitlements other than excessive leave entitlements.	Not agreed	Employer says it is already provided as a matter of course. They agreed to take it up with WACHS where there have been some problems. Can be addressed on a case by basis if a problem arises.
<b>Working from Home</b>		
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.	Not agreed	The subject of the claims should be covered in HSP policies. HSU raised lack of easy access to policy which we have taken up with Director-General.

The policies referred to in the Agreement in regard to working from home to be clarified/established in consultation with the HSUWA.	Not agreed	The subject of the claims should be covered in HSP policies. HSU raised lack of easy access to policy which we have taken up with Director-General.
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.	Agreed	Clarified that working from home could be a mix of locations.
<b>Industry Consultative Committee</b>		
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.	Agreed	This will be industry and union leaders dealing with system 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.		
<b>Standing Consultative Committees (SCC) to be established.</b>		
To facilitate local consultation, establish standing consultative committees for each Health Service Provider to meet regularly to improve workplace consultation.	Agreed	This will be HSP management plus Union Reps and officials dealing with HSP level issues.
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.	Agreed	

<p>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.</p>	<p>Agreed</p>	
<p>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.</p>	<p>Agreed</p>	
<p><b>Workload</b></p>		
<p>Employees be required to record all hours actually worked whether they are worked at the direction of the employer or not.</p>	<p>Not agreed</p>	<p>Workload issues will be on agenda of HSP consultative committees</p>
<p>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.</p>	<p>Not agreed</p>	<p>As above</p>
<p>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.</p>	<p>Not agreed</p>	<p>As above</p>

<p><u>Identified Policy Issue:</u> 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.</p>	Not agreed	<u>Noted by Employer</u>
<p><b>Performance Reviews</b></p>		
<p>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.</p>	Not agreed	The Agreement provides that the union and employer should agree systems of performance review and this will be taken up at HSP level.
<p><b>Professional Development, Skills Acquisition, Training and Research</b></p>		
<p>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):</p>	Details below	
<p><b>Personal Professional Development Leave (PPDL)</b></p>		
<p>PPDL credits of 16 hours on commencement of employment and a further two days on completion of each 12 months service.</p>	Agreed	Existing provision remains expressed in hours.
<p>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.</p>	Not agreed	Members are entitled to travel time.

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.	Not agreed	Members are entitled to travel time
Unused PPDL will accrue from year to year but will not be paid out on termination.	Partly agreed	Professional Development Leave will be a stand-alone Clause in the Agreement. Accrual up to 32 hours agreed.
<b>Skills Acquisition and Training</b>		
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.	Not agreed	Rejected HSUWA proposal but agreed that mandated training, as opposed to Professional Development, that is required to perform the duties of a position is covered in the Agreement.
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	Not agreed	Rejected HSUWA proposal but remains included in existing Clause
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.	Not agreed	Rejected HSUWA proposal but remains included in existing Clause
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.	Not agreed	Rejected HSUWA proposal but remains included in existing Clause

<b>Higher Education Incentive</b>		
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.	Not agreed	This will be raised through the State-wide consultative committee.
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.	Not agreed	
<b>Research</b>		
Commitment to and recognition of the importance of research work undertaken by or contributed from Health Professions covered by this Agreement	Not agreed	Issues will be taken up through the State-wide and HSP Consultative Committees.
At the request of the Union, the employer will provide to the Union information on all employees covered by this Agreement undertaking research work	Not agreed	As above
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.	Not agreed	As above
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.	Not agreed	As above

<p>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.</p>	<p>Not agreed</p>	<p>As above</p>
<p><b>Mandatory Training Time</b></p>		
<p>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.</p>	<p>Agreed</p>	<p>As more training goes online this is a timely reinforcement that work related training should be done in work time.</p>
<p><b>Long Service Leave</b></p>		
<p>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.</p>	<p>Not agreed</p>	<p>Employer position is that improving pro rata from current 15 years would be a significant cost. Employer position is that this cost is outside of what they can offer in accordance with Government policy</p>
<p>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.</p>	<p>Agreed</p>	<p>Clarifies that the taking of LSL is by negotiation.</p>
<p><b>A reasonable payment for out of hours advice by telephone or other electronic means</b></p>		
<p>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.</p>	<p>Not agreed</p>	<p>There are several options to pursue with members affected. Employer position is that this cost is outside of what they can offer in accordance with Government policy.</p>

<b>Additional Leave for Shift Workers and Employees on On-Call</b>		
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.	Not agreed	Employer position is that this cost is outside of what they can offer in accordance with Government Wages policy.
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	Not agreed	Employer position is that this cost is outside of what they can offer in accordance with Government Wages policy.
An employee who is rostered On Call for any hours on a Public Holiday will be entitled to a day in lieu.	Not agreed	This is being addressed separately as an interpretation matter.
<b>Substituted day for MIT's on Availability on a Public Holiday</b>		
MIT's who are on availability to be treated the same as On Call workers for Public Holidays. (They get a day in lieu.)	Not agreed	<p>The employer advised that MIT's are being offered on call on public holidays on a case by case basis where the employer believes it is justified.</p> <p>This claim is to be referred to the HSUWA / WACHS Consultative Committee for further action.</p>

<b>Campus Facilities Manager's and Maintenance Officer's Availability provisions</b>		
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.	Not agreed	Agreed that this would be considered as a separate matter with WACHS.
<b>Public Holidays</b>		
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."	Not agreed	Employer agrees the definition is correct. They said they will follow up but are not aware of a specific problem.
<b>Family and Domestic Violence Leave</b>		
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.	Agreed	Comprehensive clause with significant benefits to victims of FDV.

<b>The Right to Transfer</b>		
That a provision setting out the right of an employee to transfer within and between health services be inserted into the Agreement.	Not agreed	Employer has agreed to refer the proposal for a system wide transfer policy, to complement the authority of Health employers to transfer employees pursuant to s.141 of the Health Services Act to the DG. Will be followed up via industry committee.  (Note: employer directed transfers are addressed under the Mobility Clause of the Agreement, and also the proposed Redundancy and Redeployment clause (see below).
<b>Removal Allowance and Travel Allowance for Employees Moving to and from the Country</b>		
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.)	Not agreed	These and related conditions may be reviewed by the HSUWA / WACHS Consultative Committee during the life of the Agreement.

<b>Parental Leave</b>		
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.	Not agreed	Employer said it was inconsistent with Government leave liability policy. However, there is improved access to unpaid parental leave reported below.
<b>Personal Leave – Unpaid Carer’s Leave</b>		
An employee is entitled to unpaid carer’s leave only if the employee cannot take paid carer’s leave during the period.	Agreed	Partial agreement with up to two days of unpaid leave available.
<b>Improved emergency services leave</b>		
Access to training for emergency services in addition to attending emergencies	Not agreed	Employer argued this was government wide issue and could not agree. HSU taking up via Unions WA for across government solution.
<b>Overpayments</b>		
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.	Agreed	Members have been left without leave for extended periods because of leave overpayments, this can now be addressed financially.

<b>Workplace Representatives</b>		
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.	Not agreed	The claim was primarily aimed at electronic notices etc which is partly agreed. HSP level discussions need to occur regarding access to local noticeboards.
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.	Agreed	The proposed clause expands on the claim and adds additional reporting requirements.
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.	Not agreed	This claim aimed to clarify the rights of a Workplace Rep to communicate with employees in regards to their rights and interests.
<b>Uniforms</b>		
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.	Not agreed	It was unlikely to be agreed, but it was worth a shot.
<b>Union Access</b>		
That the HSUWA be provided access to the employer's premises during work hours for the purpose of discussing union business or investigating complaints.	Agreed	Safeguards union officials access to worksites.

<b>Employer Claims</b>	<b>HSUWA Response</b>	<b>Comment</b>
<b>Employer Preference</b>		
Employer to recognise permanent employment as the preferred form of engagement, in line with the Whole of Government Agenda	Agreed	Establishes a clear preference for permanent employment. Makes Agency option least preferred.
<b>Unpaid Special Parental Leave</b>		
Contemporise parental leave in line with the <i>Fair Work Act 2009 (CTH)</i> , by facilitating additional unpaid parental leave to be taken prior to the normal period of parental leave, where an employee has problems necessitating leave that arise out of a pregnancy, without diminishing the right to the normal 12 months of parental leave.	Agreed	Offers access to unpaid leave as required prior to Parental Leave without reduction of the usual entitlement.
<b>Redeployment and Redundancy</b>		
The proposed clause is intended to provide continuity and support for employees facing transfer or redeployment as a consequence of becoming surplus to requirements to ensure they have support to find suitable employment.	Agreed	In the hopefully limited number of redeployment cases members will face this provides some extra protections for members.
<b>Removal of Right of Return</b>		
Remove the Right of return for Senior Officers, in line with the whole of Government agenda and recognise that the Health Executive Service is established under the Health Services Act, 2016, to the exclusion of the Agreement.	Agreed	Very limited effect on Class 1 – 4 employees.