



HSUWA EBA

Log of Claims 2016

This is an abridged version of the full log of claims which includes details about some of the more technical and drafting changes, a copy of the full log of claims is available by emailing union@hsuwa.com.au.

These claims have been endorsed by the Workplace Representatives Conference on 7th April and the union's Committee of Management on 18th April 2016.

Maintain the real value of our wages

- To maintain the real value of wages, cost of living increases of 2.0% from 1 June 2016 and 2.5% from 1 July 2017. A two year Agreement. Should projected CPI be higher in the State Budget, we reserve the right to pursue the higher rates.

More secure employment

The agreement to clearly establish the duties of the employer in regard to providing

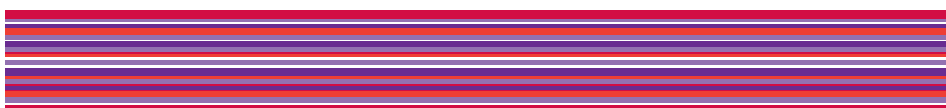
- That employment is to be on a permanent basis as the first and preferred option whenever possible.
- Fixed term employment only to be used in specified circumstances where it is justifiable.
- Casual employment is only for situations where the work is truly casual
- Appointment to fixed term contracts to be advertised and competitively selected on the basis that the contract could become permanent unless there is demonstrably no chance of the work becoming permanent.
- Employees on rolling fixed term contracts must be given a minimum of 4 weeks' notice that their contract is coming to an end.
- Permanent employees (full time and part time) to be given preference in rostering and access to overtime, leave etc.
- Annual joint review of commitment to preference for permanent employment - use of fixed term contracts and casual contracts with access to the numbers of fixed term contract and casual employees and details about positions.

No Forced Redundancies

- No forced redundancies for the life of the Agreement
- If the employer makes a position redundant they will provide the union and the affected employee with the rationale for the decision including potential impacts on other employees' workloads.

No Contracting Out

- No contracting out of work for the life of the Agreement. Existing contracts are exempt.



Improved Workload Management

The employer shall take reasonable steps to ensure that:

- Workload allocation is fair, manageable, without risk to health and safety, and enables employees to maintain their work life balance;
- Hours will not be excessive or unreasonable;
- Employees are able to clear annual leave;
- Employees retain access to flexible work practices;
- are able to take recreational leave, and that ; that all leave will ordinarily be covered, provided that the Employer will not need to provide leave cover where it can be demonstrated that such cover is not operationally necessary in a particular case
- Poor performance due to excessive workload is not utilised as a ground for performance management or disciplinary procedure;
- Employees are not required to take on the duties of other positions, without consultation, appropriate adjustment in regard to their workload and existing duties, are provided with relevant instruction / training and support, and the resulting new job being correctly classified ; and
- are paid or otherwise recompensed for work as provided for under the terms of this Agreement including for periods of higher duties

'No surprises' Notification of change

- General notice of change to remain as is.
- Employees and the Union to be given not less than four weeks' notice of a proposal to implement a change prior to formal notice of change of contract being provided to the employees concerned – or sufficient time to enable consultation to take place prior to notice of implementation being given.
- A clearer definition of consultation being - an opportunity to potentially influence the outcome of the decision. Clarification of the details to be provided sufficient for the Union to easily identify and locate the employees concerned and for the employees concerned to identify each other.
- Where a position has been abolished the employer will notify the union of the name of the occupant of the position and their employments status.
- Where the employer has determined that a position 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.

Fair go for Authorised Mental Health Practitioners

- That the Authorised Mental Health Practitioner allowance paid to RN's who are Authorised Mental Health Practitioners also be paid to Allied Health employees covered by the HSU Agreement who are Authorised Mental Health Practitioners

Same Pro Rata Long Service Leave as the Nurses

- Access to pro rata Long Service Leave after 7 years continuous service

Additional Leave for Shift Workers and Employees on On-Call and on Availability

- Up to an additional 5 days leave per year for employees rostered on call and for employees who are on availability.
- Up to an additional 5 days leave per year for shift workers employed on continuous rotating shifts or night shifts
- Provided that the total amount of additional leave that can be accrued, including additional leave for working on Sundays and Public Holidays, is capped at 5 days. Includes pro rata formula.



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

- One hour at overtime rates for employees directed to provide advice by phone or other electronic means out of hours, away from the workplace and from a location of the employee's choosing. Where an employee is contacted on a regular basis they will be paid On Call. Employees who are not on call may only be called in the case of an emergency, that is, where the advice is required immediately and no other person on call, or otherwise available, is able to provide the advice.

Substituted day for employee on Availability on a public Holiday

- Employees who are on availability to be treated the same as On Call workers for Public Holidays.

Domestic Violence Leave clause

- Up to 20 days leave for employees needing time off to deal with domestic violence and, if this leave is exhausted, may access their personal leave and any other leave for such purpose.
- Employees who are providing support (In a private capacity) to employees the subject of domestic violence to be allowed personal leave or other leave to do so.
- Where the work of an employee who is subject to domestic violence suffers as a consequence, the employees circumstances are to be duly weighted in any performance management process.
- Confidentiality protection and reasonable security including in regard to telephone and electronic communication and workplace.

Review of Professional Development (PD) Requirements

- A Review of PD requirements for each profession and the provision of paid time for PD and reimbursement of the cost of PD and professional supervision, particularly where it is provisioned by external sources. For example, country based professionals needing to access metropolitan based PD; and Genetic Counsellors where the PD is essentially a 4 day weekend conference that rotates among the States, including the travel factor for such employees.

Mandatory Wearing of Uniforms / Uniform Allowance

- Where the wearing of uniforms is Mandatory the employer will either Launder the Uniform or Pay a Laundry Allowance (Currently \$2.77). The allowance to be indexed in accordance with any wage increases.
- The wearing of uniforms will not be mandated for Clinical Psychologists, Clinical Neuro Psychologists or Social Workers.

Christmas Closure

- That the right of the employer to require up to 5 days for the Christmas Closure be reduced to 4 days in the case of Monday to Friday day workers. For Monday to Friday workers the break between Christmas and New Year is never longer than 3 days plus two public holidays. The 4th day allows for cover of a one day break between a weekend and New Year's Day. Five days is therefore unnecessary to achieve a reasonable Christmas – New Year week closedown

Transfer and Portability of Entitlements

- In light of the pending creation of additional Health employers/Boards, review the portability of entitlements between Health services, in particular the period between employments with an employer covered by the Agreement which does not break continuity of employment to be up to 4 weeks (28 days).

Technical Changes

- In addition to the above claims there are a number of 'technical' changes which are to clarify and improve the operation of the Agreement but do not have any significant effect on conditions.

