

# HSUWA draft Log of Claims 2020

Without Prejudice

## **Purpose of Agreement (Clause 4)**

This Agreement aims to:

- (a) Provide for pay increases for employees bound by this Agreement.
- (b) Prescribe certain terms and conditions of employment.
- (c) Recognise and facilitate the union and its workplace delegate's role in representing the industrial interests of employees who are members of the union.
- (d) Facilitate improvements in the performance of the WA Health System, along with allowing those benefits to be shared by employees, the WA Health System and the Government on behalf of the community.

## **Climate Change (New Clause)**

- The parties to this Agreement recognise the severity of Western Australia's climate emergency, and the shared responsibility of all Western Australian employers to lead by example and transition to environmentally sustainable business operations.
- The Employer will commit to expand and implement environmentally sustainable business operations during the course of this Agreement, through taking active and measurable steps to reduce waste, greenhouse gas emissions and carbon-based energy consumption.
- The Employer will report annually on the progress in reducing waste, greenhouse gas emissions and carbon-based energy consumption.

# Types of Employment

## Modes of Employment and Relief Cover (include at clause 9.1)

- All leave should ordinarily be covered, unless the employer can demonstrate it is not operationally necessary in a particular case.
- Each Employer will employ permanent relief staff or ensure sufficient Full Time Equivalent (FTE) are available for planned leave and flexible work arrangements in accordance with activity.
- Where an Employer does not backfill a position/s in accordance with subclause ? and an employee/s or the Union believes this results in or will likely result in an employee/s being unable to perform all aspects of their position during their ordinary hours of work, the employee or their Union may require consultation in accordance with clause ? and, if the matter is not resolved, refer the matter to the Commission.

## Fixed Term Contracts (Clauses 9.2 - 9.4)

*Replace clause 9.2 with the following:*

- Subject to the provisions of this clause, employees may be employed on fixed term contracts in the following circumstances:
  - (a) covering one-off periods of relief of 3 months maximum duration;
  - (b) - work on a project with a finite life;
    - (i) where a project is substantially externally funded including multiple external funding sources, the Employer must present a business case supporting the use of fixed term contract employees in such positions to the JCC or in the absence of the JCC to the Union;
    - (ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue, the Employer shall assess the percentage of positions for which permanent appointment can be made;

(c) work that is seasonal or pandemic in nature;

(d) where an employee with specific skills is not readily available in the Public Sector is required for a finite period; or

(e) periods of traineeships, apprenticeships and cadetships.

(f) in any other situation as agreed between the parties to this Agreement

- *Insert at clause 9.4 the following:*

The Employer, in consultation with the Union, will regularly review the use of fixed term and casual employment at each Health Service Provider in order to identify opportunities for the Employer to achieve its preference for the employment of staff on a permanent basis. Such reviews will occur at least once in every calendar year and the outcome of the review will be provided to the Union.

### **Working with Children checks**

- Where an employee is obliged to obtain a working with children check in accordance with the Working With Children (Criminal Record Checking) Act 2004, payment for the check shall be as follows:
  - (a) An Employer must pay the cost for an employee obliged to obtain a working with children check after their employment has already commenced.
  - (b) A new employee must pay for their initial working with children check. An Employer has the discretion to reimburse a new employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
  - (c) An Employer must pay the cost for an employee's working with children check renewals.
- The provisions of this clause apply to all employees, including fixed term contract and casual employees.

## **Working from Home (Clause 10)**

- The system manager and Employers to develop and / or review policies and procedures for working from home arrangements within 3 months of registration of the Agreement and consult with the Union regarding the policies and their implementation.
- Amend clause to include 'not to be unreasonably refused' , circumstances limited to set range with response to request to be required in writing within 21 days..

## **Part Time Employment (12.8)**

- Change title to Changing Employment Status or Hours

## **Casual Employment (clause 13)**

- That the casual loading be increased to the national standard of 25%

## **Contracting Out and Privatisation (Clause 14)**

- Move clause 9.6 to clause 14 Contracting Out and Privatisation
- Reduce the response time by employers to requests for information from 60 days to 30 days
- Amend 14.3 to ensure that economic viability is not the only consideration but also - quality of service, expected patient outcomes and the public interest. The outcome of the review is to be provided to the union on completion.
- Clarify in 14.4 that this includes the all terms expiring – i.e. includes when there are options to extend.
- 14.5 change to “enter into any new agency hire or any other new contracts for service”
- Only use agency engagements if:
  - there are no other suitably qualified employees available in the short-

term;

- there is a bona fide emergency or urgent work requirement; or
  - the skills required cannot be obtained internally in the short-term.
- For the avoidance of doubt, agency staff are a last resort in the allocation of overtime shifts and shifts with allowances.

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# Hours of Work

## Safe Rostering (Clause 15)

1. It is recognised that rostering arrangements have an impact on safe staffing. In setting a roster, the Employer and, in the case of self-rostering (however described), Employees will ensure that the number of changes to the Employee's start and finish times are reasonable taking into account:
  - a) the Employee's health and safety;
  - b) the Employee's personal circumstances, including family responsibilities;
  - c) the number of changes to the Employee's starting and finishing times in the preceding week and month;
  - d) the time difference between the different starting and finishing times, from shift to shift and in the preceding week and month; and
  - e) the break between shifts.
2. The Employer will provide transport home where the employee has worked for more than 12 hours.

## Rest and Refreshment Breaks (Clause 15)

- 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.

## On Call (Clause 16)

- *Insert in clause 16.10*

'return to duty' also includes, but is not limited to, situations where an Employee, if

recalled to duty, can perform such duty outside the usual headquarters where the Employee performs ordinary rostered hours.

- *Replace clause 16.10 (d) with the following:*

Where an Employee rostered for On Call or Availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment;

provided that where an employee is recalled within three hours of commencing normal duty, only time spent in travelling to work will be included with actual duty for the purpose of overtime payment.

- *Insert in clause 16 the following:*

Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves On Call or Availability.

No Employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

## **Campus Facilities Manager's and Maintenance Officer's Availability provisions (Clause 16)**

- 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 within 6 months of registration of the Agreement and agreed changes included in the replacement Industrial Agreement. The employer will consult with the Union regarding the policies and their implementation.

## Flexible Work Arrangements (New Clause)

1. Flexible working arrangements shall apply unless the Employer otherwise specifies.
2. The Employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements are met. The Employer shall not unreasonably limit access to flexible working arrangements.
3. Flexible working arrangements, may include, but are not limited to the following:
  - (a) changes to the hours of work as described at clause 16;
  - (b) changes to the patterns of work (e.g. job sharing) as described at clause 12 or
  - (c) changes to the location of work as described at clause 10
4. A request for a flexible working arrangement made by the employee will be in writing and set out details of the change sought and the reasons for the change.
5. The Employer must give the employee a written response to any request within 14 days stating whether the Employer grants or refuses the request and include details of the reasons for the refusal.
6. The Employer may refuse the request only on the basis of reasonable operational requirements which are limited to:
  - (i) availability of suitable leave cover, if required;
  - (ii) significant cost implications;
  - (iii) significant impact on service requirements;
  - (iv) significant impact on the work of other employees; or
  - (v) employees' existing excess leave liability.

## Overpayments (Clause 19)

- Notification of overpayments required in writing and to include a reconciliation / other information that provides a sufficient explanation of the basis of the claim by the employer
- In all cases the Employer will provide written notice not less than 30 days before any deduction (pay or leave) occurs, such advice should include a clear statement regarding an employee's rights.

## Allowances

### Shift Work (Clause 17)

- Increase the loading on the Base Rate of Pay for an employee who works: an afternoon shift to 15% and night shift to 35%.

### Mortuary Staff Allowance (Clause 33)

Employees who are not employed as Mortuary staff but carry out mortuary duties in connection with post mortem examinations will be paid an allowance per body in accordance with the following table:

On and from 12 October 2020	On and from 12 October 2021
\$4.06	\$4.06

### Lead Apron Allowance (New Clause)

An employee who is required to wear a lead apron is to be paid an allowance per hour or part thereof for each hour the requirement continues in accordance with the following table:

On and from 1 July 2020	On and from 12 October 2021
\$2.10	\$2.10

# Leave

## Additional Annual Leave (Clause 35)

- Increase annual leave by 1 and 1/2 days to 5 weeks leave per annum.

## Additional Leave for Shift Workers and employees on On-Call

**Replace clause 35.11 Additional Leave with the following:**

1. An Employee engaged on shift work or On Call who is rostered to work or be On Call regularly on Saturdays, Sundays and/or public holidays shall be entitled to five days' leave in addition to the Employee's normal entitlement to annual leave.
2. For the purposes of this clause, "rostered to work regularly" means the Employee is rostered to and works or is On Call on at least eleven Saturdays, Sundays and/or public holidays in a period of up to 12 months' continuous service.
3. This entitlement accrues according to the following table, provided that the maximum accrual will not exceed five days (38 hours) for each completed 12 month period of continuous service.
4. Number of Saturdays, Sundays and/ or Public Holidays rostered On Call and / or worked within a 12 month period

Additional leave entitlement (accrual portion)

3	1 day
5	2 days
7	3 days
9	4 days
11	5 days

5. Where an Employee is no longer rostered to work or be On Call regularly on Saturdays, Sundays and/or public holidays they shall cease to accrue the additional leave provided by this clause.

6. The additional leave provided by this clause may be carried from one 12 month period of continuous service to another 12 month period.
7. The 12 month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
8. A part time Employee is entitled to pro rata additional leave, to be calculated according to the hours the Employee worked or was On Call on the Saturdays, Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement shall be determined according to an average of the hours worked or On Call on the Saturdays, Sundays and/or public holidays required for each accrual portion.
9. Where an entitlement that is superior to the provisions of this clause exists in an award or an industrial agreement, the superior entitlement shall be provided to the Employee.

### **Public Holidays payments for working / On Call (Clause 37)**

*Replace clause 37.4 with the following:*

- (a) Any employee, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in his/her normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
- (b)
  - (i) An employee who is instructed by his/her employer to hold themselves on-call in accordance with the provisions of subclause 16.9 on a day observed as a public holiday will be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.
  - (ii) An employee who is holding him/herself on-call in accordance with subclause 16.9 will be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause 16.10 of Clause 16 – Overtime.
- (c) An employee who is required to work on a public holiday outside of the hours referred to in subclause 37.4 (a) will be paid in accordance with subclause 16.2 (b) of Clause 16 – Overtime.

### **Personal Leave (Clause 38)**

#### **War caused illnesses**

- (a) An Employee who produces a certificate from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness may be granted special

personal leave credits of 114 hours (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 342 (45 standard hour days), and shall be recorded separately to the Employee's normal personal leave credit.

(b) Every application for personal leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

- Employees can choose to access other forms of paid leave should they exhausted their Personal Leave entitlement

### **Bereavement Leave (Clause 40)**

- Increase entitlement to 3 days

### **Parental Leave (Clause 42)**

*Insert into clause 42 – Parental Leave the following:*

#### **SUPERANNUATION ON UNPAID PARENTAL LEAVE**

1. An Employee or eligible casual employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 12 weeks.
2. Superannuation contributions made under this clause will be calculated:
  - (a) in respect of the period of unpaid maternity leave, unpaid adoption leaves or unpaid other parent leave taken or 12 weeks; whichever is lesser;
  - (b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leaves or paid other parent leave for that period and in accordance with the following:
    - (i) for full time Employees - the ordinary working hours at the time of commencement of parental leave;
    - (ii) for part time Employees - an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
    - (iii) for eligible casual employees - an average of the hours worked by the eligible casual employee over the preceding 12 months;

exclusive of shift and weekend penalties;

3. Superannuation contributions will be paid:

(a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and

(b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

4 Superannuation contributions will be made in accordance with the State Superannuation Act 2000 and the State Superannuation Regulations 2001.

### **Professional Development Leave (Clause 45)**

- Change clause 45.1 (c) (iv) to:

be available for any developmental activity that is relevant to the work of the employee, and will not be unreasonably refused.

### **Improved emergency services leave (Clause 46)**

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

### **Cultural Leave (Clause 51)**

- Up to five days of paid cultural leave per calendar year.

## Emergency Special Leave (New Clause)

- Where a state of emergency has been declared and a hazard has been identified which prevents an employee from attending work the Employer will grant up to 20 days of additional paid leave to the employee.
- The additional paid leave will be accessed by employees when they:
  - have been directly impacted by the hazard
  - need to care for another person who:
  - has been impacted by the hazard, or
  - cannot access school or other care arrangements because of the hazard; or
  - are otherwise prevented from working including working from home because of the hazard.
- This leave is accessible by employees on request ahead of any other form of paid leave.

# Change Management

## Workload (Clause 54)

### 54. WORKLOAD MANAGEMENT

- 54.1 The Employer is committed to addressing workload management issues and taking reasonable steps to ensure that employees are allocated sustainable workloads and are not required to work excessive or unreasonable hours.
- 54.2 The Employer will provide a safe and healthy work environment. The Employer will ensure that it is sufficiently staffed and resourced to enable each employee to:
- (a) perform all aspects of their role/position during their ordinary hours;
  - (b) take rest and meal breaks provided by this Agreement; and
  - (c) take leave provided for by this Agreement.
- 54.3 The Employer will record and monitor workload indicators relevant to the work of the employee/s and make this information available as requested by the employee/s and/or the Union as part of consultation under this clause. Where workload indicators are not readily available the Employer will consult with the affected employee/s and /or the Union regarding a workload survey or similar tool of affected employee/s.
- 54.4 Where an employee/s believes they have an excessive or unreasonable workload, this should be raised by the employee/s and / or the Union with the immediate supervisor in the first instance. Where appropriate the Employer will take steps to address any issues raised.
- 54.5 Where potential workload issues are not resolved in accordance with subclause 54.4 the Employer will consult with affected employee/s and/or the Union in accordance with Clause 56 – Consultation/ Introduction of Change.
- 54.6 If the workload or staffing issue is not resolved within a reasonable period of time, the matter should be escalated in accordance with Clause 63 – Dispute Settlement Procedure.

## Professional Development, Skills Acquisition, Training and Research (Clause 52)

- Employees rights to a share of intellectual property created as part of their employment

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## Union Representatives

*Revised clause:*

- 59.9 At the request of the HSUWA or workplace delegates, the Employer will notify of the commencement of any new employees and allow the HSUWA or workplace delegates adequate paid time to discuss the benefits of HSUWA membership with any new employee.

## Workplace Representatives (Clause 59)

### Facilities (replaces current clause 59.12)

Union Representatives will be provided with:

- (i) access to facilities including basic communication and information resources such as telephone, fax, e-mail, photocopier, stationery and access to meeting rooms to meet with individual or groups of members and perform Union business;
- (ii) access to all relevant information, including appropriate awards, agreements, job descriptions and policies;
- (iii) notice boards in the ratio of 1 notice board for every 200 beds or part thereof. Access to the Notice Board will be restricted to authorised Union delegates. It is the responsibility of the delegate to ensure that only authorised Union material is placed on the notice board.

## Inductions (New Clause)

- (i) The Employer will provide the Union with at least 30 minutes to discuss the benefits of Union membership with all new employees as part of employees' induction process. Where the induction is wholly online, the Union will be afforded the opportunity to provide content on the benefits of union membership for inclusion in the online induction process.
- (ii) The Employer will distribute, with any pre-employment and/or orientation package the Employer ordinarily distributes to new employees, a flyer/information sheet provided by the Union. The flyer/information sheet will provide information regarding Union membership, pay and conditions and representation of Union members within the workforce.

## Employees holding Union official positions (New clause)

- The Employer will, on application by the Union, grant leave without loss of pay to an

employee for the purpose of fulfilling their duties as an official of the Branch Committee (which includes the Governance and Finance Committee), National Executive or National Council of the Union. For a member of the Branch Committee, this currently involves up to 12 half day meetings per year (plus travel time). For National Council members this currently involves an additional 2 day meeting (plus travel time).

### **Trade Union Training Leave (Clause 61)**

- Shift employees attending a Union Training course or seminar will be deemed to have worked the shifts they would have worked had leave not been taken, and payment for such leave will include shift penalties.

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## **Paid trade union meetings (New Clause)**

Subject to reasonable notice being provided to the Employer:

(a) employees will be granted paid time off to attend two meetings per calendar year of up to one hours duration at the workplace held by the Union;

(b) where a meeting exceeds one hour, any absence will be without pay for that part of the meeting which exceeds one hour; and

(c) to conduct these meetings the Union, upon written request, will be given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

## Dispute Settlement Procedure

~~63.1 Any question, dispute or difficulty pertaining to the implementation, interpretation or operation of this Agreement will be dealt with in accordance with this clause.~~

- Any questions, difficulties or disputes arising in the course of the employment of employees covered by this Agreement shall be dealt with in accordance with this clause.

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