

Union Agreement 2020

Summary of Changes

The *WA Health System – HSUWA PACTS Industrial Agreement 2020* was registered by the Western Australian Industrial Relations Commission on 30 December 2020.

The Union Agreement 2020 replaces the 2018 Agreement. This Summary of Changes includes a reference to the relevant clause in the new Agreement.

Key Terms

Salaries* and Term

Salary increases of \$1,000 each year (pro rata for part-time) with the increases to apply from 1 July 2020 and 1 July 2021.

(Part 12 – Schedule 1)

The term of the Agreement is two years and will reach its nominal expiry date on 30 June 2022. *(clause 6.2)*

Casual Loading*

Casual Loading is increased from 20% to 22% from 1 July 2020 and to 25% from 1 July 2021. *(clause 13.1)*

Fixed Term and Casual Contracts

Inclusion of a conversion to permanency provision for fixed term contract and casual employees in particular circumstances. This follows on from *Commissioner's Instruction No. 23*.

There is an automatic review required by the Employer after two years employment. *(clauses 9.7 and 9.8)*

Permanent and Direct Employment

Improved provisions expressing the preference of the Government and Department for permanent and direct employment. Stronger statement against outsourcing and privatisation. *(clause 9.1)*

HSUWA and Employers will determine targets for casual and agency hire usage during the life of the Agreement. *(clause 9.1)*

Response to a Pandemic

The Employers commit to supporting employees when responding to a pandemic. *(clause 67)*

Superannuation on unpaid Parental Leave

An 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 from registration of the Agreement. *(clause 45)*

Pay Related

Lead Apron Allowance

In limited circumstances an employee who is required to wear a lead apron will be paid an allowance of \$2.10 per hour or part thereof for each hour the requirement continues. *(clause 35)*

Mortuary Allowance

Employees who are not employed as Mortuary staff but carry out mortuary duties in connection with post-mortem examinations will be paid a \$4.06 allowance per body. *(clause 33)*

Overpayments

The Employer will provide a written explanation of the basis of the overpayment with sufficient information for the employee to assess the employer's calculations. The Employer will provide 28 days written notice prior to any deductions of overpayments. *(clause 19)*

Specified Callings

Forensic Scientists are included as a Specified Calling. *(clause 18.5)*

Work Arrangements

Flexible Work Arrangements

Additional consideration for employees to access flexible work arrangements. Stronger statement of support for flexible work practices by the Employer.

Move to written applications and responses within 14 days to requests. *(clauses 15.4 and 15.5)*

On Call

Employees will, where practicable, be periodically relieved from requirement to hold themselves On Call.

No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave. *(clause 16.9)*

Safe Rostering

The Employer recognises the importance of safe rostering practices. In setting a roster, the Employer and employees will consider the employee's health and

safety; the employee's start and finish times in the preceding week and month; and breaks. *(clause 15.3)*

Working from Home

Working from home remains at the discretion of the Employer, however the request will not be unreasonably refused. The reasons for any refusal will be provided to the employee in writing within 14 days of the request. *(clause 10.8)*

Workload Management

Commitment to provide a safe and healthy work environment and ensure staffing levels are appropriate.

Employees should not work unreasonable hours or be unable to take leave. If no leave relief is provided this can be the basis for a workload review.

The union can raise workload issues on behalf members for resolution under the process set out in the clause. *(clause 58)*

Leave Related

Bereavement Leave

Entitlement increased from 2 days to 3 days. *(clause 41.2)*

Cultural Leave for Aboriginal and Torres Strait Islanders

Five days paid non-cumulative cultural and ceremonial leave for Aboriginal and Torres Strait Islander employees. *(clause 55)*

Long Service Leave and Casuals

Casual Employees may be able to accrue and take 13 weeks long service leave on completion of 10 years continuous service and an additional 13 weeks for each subsequent 7 years of service. *(clause 43)*

Long Service Leave

Option to access pro rata long service leave at half or double pay. *(clause 42)*

Personal Leave – war-caused illnesses

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. *(clauses 39.48 – 39.50)*

Professional Development Leave

The two days of leave each year (can be accrued to four days) will be available for any current or emerging professional development activity that is relevant to the work of the Health Professional as agreed with the employer. Applications will not be unreasonably refused. *(clause 48)*

General

Dispute Settlement Procedure

Broadens the definition of a dispute to any question, dispute or difficulty arising in the course of employment, as opposed to limited to the terms of the Agreement. *(clause 68)*

Purpose of Agreement

Expanded language to clarify the purpose of the Agreement includes providing rates of pay for employees, prescribing terms and conditions of employment and facilitating the role of the union and Union Reps. *(clause 4)*

Union Meetings and Reps

Paid time for employees to attend two union meetings per year (each of up to one hour in duration). *(clause 64.2)*

Improved access to facilities and information to assist with undertaking duties as a Union Rep. *(clauses 63 and 64)*

***Note Backdating of Pay and Casual Loading.**

Though the Agreement was registered very late in the year, increases to pay or casual loading will be backdated to 1 July 2020.