

Log of Claims- HSUWA
without prejudice

*This log of claims is made on behalf of the members of the HSUWA. It includes proposed improvements for a **CLINICAL LABORATORIES (WA) HSUWA ENTERPRISE AGREEMENT 2024**. The proposed Agreement should preserve all existing entitlements as well as make the improvements outlined below. The HSUWA preserves its rights to amend or alter the claims listed in this document during the bargaining process.*

Claim	
VALUING YOUR EMPLOYEES	
1.	All employees are to be paid 20% above the relevant rate for their role under the Health Professionals and Support Service Award 2020 (Award).
2.	All non-entry level Phlebotomists to be classification matched between Level 5 and Level 6 of the Award.
3.	If the employer changes an employee’s rostered shift or rostered location, due to circumstances beyond the employer's control, within 48 hours of the shift commencement time, a penalty of \$5 per hour for the duration of the shift will be paid. Employees can reasonably refuse a roster change. Employers should prioritise the use of permanent relief staff to manage planned and unplanned leave cover.
4.	Part time employees have the right to convert average hours worked over 12 months to contracted hours.
PAY	
5.	Pay increase consistent with Claim 1 to take effect from 25 May 2024, with backpay if applicable.
6.	Annual increase to all wages consistent with the relevant Award wage increases relative to Claim 1 which takes effect from 1 July each year.
7.	Annual increase to all Allowances relative to the relevant Award increases to take effect from 1 July each year.
8.	Shift Loadings are to be increased as follows: <ul style="list-style-type: none"> - Afternoon Shift Loading to be increased to 15% - Night Shift Loading to be increased to 30% - Sunday Shift Loading to be 75% from midnight - Shift loadings apply for the entire duration of the shift.

9.	<p>Inclusion of the following Allowances:</p> <ul style="list-style-type: none"> - Parking Allowance for all staff who are directed to work at a hospital site - Drug and Alcohol Testing - Nauseous Work Allowance - Cannulation Allowance - Cyto Allowance for employees participating in ROSE Roster.
10.	Phlebotomists are not required to undertake cleaning duties. If an emergency occurs outside of the employer's control which necessitates a direction for a phlebotomist to perform cleaning duties, a Cleaning Allowance will be paid to the employee.
11.	The employer is to pay for the renewal of all mandatory occupational certificates or licences.
SECURE EMPLOYMENT	
12.	Inclusion of classification descriptors for each level/increment/grade.
13.	<p>Inclusion of the following classifications:</p> <ul style="list-style-type: none"> - Regional Phlebotomist - Laboratory Tech Team Leader.
14.	Any positions created within the life of the Agreement that are technical, supervisory, administrative, clerical and clinical in nature will be considered covered by the Agreement.
15.	All employees have the right to request an agreed regular pattern of work and the ability to nominate their shift availability. The employer must not unreasonably refuse a request, must consider the employee's personal circumstances and have a mechanism for employees to request a review of the agreement when the employee's circumstances change.
SUPPORTING YOUR STAFF AS ADVOCATES FOR A QUALITY HEALTHCARE SYSTEM	
16.	Recognition of the role and rights of Delegates consistent with Fair Work Act 2009.
17.	Paid quarterly Union meetings for a period of not less than one hour with the employer not present.
18.	A right for the Union or Union Delegate to meet with all new employees for 30 minutes in person, without an employer representative present, as part of their induction. This should take place within 14 days of their commencement of employment.
19.	5 days per annum, per Delegate of paid Delegate release for the purpose of HSUWA training and undertaking union activities.

CONDITIONS	
20.	Work location must be included on all rosters.
21.	Christmas shutdown will not commence before 25 December or extend past 2 January (taking into account public holidays) and employees will not be directed to take accrued leave unless they have excess leave balances.
22.	All non-clinical additional duties will be undertaken during paid time with overtime payable if applicable (e.g. restocking, rubbish disposal, general set up and pack down).
23.	Where an employee is rostered to work in a location that necessitates being away from their principal place of residence, they will be paid for their travel time, time worked and time in transit.
24.	All travel for Regional Phlebotomists in excess of 30 minutes will be during paid time and travel in excess of 30 kms will attract the Motor Vehicle Allowance.
25.	Travel necessitating the use of a personal vehicle at the direction of the employer to temporarily perform duties at an alternative workplace located more than 30 kms from the employee's principal place of residence will attract the Motor Vehicle Allowance for the travel in excess of 30 kms.
LEAVE	
26.	Employee requests for Annual and Long Service Leave must not be unreasonably refused. If the leave is denied, reasons must be provided in writing within 14 days of the application.
27.	An additional five days of Personal Leave.
28.	Long Service Leave to accrue at the rate of 13 weeks for every 7 years of service.
29.	Study and Development Leave cumulative for a period of two years.
30.	All leave accruals are to be recorded on pay slips.
GENERAL	
31.	No trade off current conditions.
32.	3 year term of Agreement to commence on the expiry of the current Agreement.
33.	Incorporate undertakings from the current Agreement.
34.	Include and update the Agreement with clauses consistent with the Award, NES and Fair Work Act 2009 (including changes effective 1 July 2024).
35.	The Motor Vehicle Allowance to reflect the relevant Award rate.
36.	Include a status quo provision in the Dispute Resolution Clause.