

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 **WESTERN DIAGNOSTICS PATHOLOGY & VETPATH HEALTH SERVICES UNION 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.*

VALUING EMPLOYEES	
1.	All employees are to be paid 20% above the relevant rate for their role under the <i>Health Professionals and Support Service Award 2020 (Award)</i> .
2.	Grade 3 Phlebotomist to be classification matched at 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 the previous 12 months to contracted hours.
PAY	
5.	Pay increase consistent with Claim 1 to take effect from 1 July 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 to be increased as follows: <ul style="list-style-type: none"> - Afternoon Shift loading of 15% for all shifts that commencing not earlier than 12 noon and finishing after 06:00pm on weekdays - Night Shift Loading to be increased to 30% - Sunday Shift Loading to be 75% from Saturday midnight - Shift Loadings apply for the entire duration of the shift.
9.	Inclusion of the following Allowances:

	<ul style="list-style-type: none"> - Parking Allowance for all staff who are directed to work at a hospital site - Drug and Alcohol Testing Allowance - Nauseous Work Allowance - Cannulation Allowance - Training Allowance for all staff who are required to train new staff beyond basic familiarisation with the work location - 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.	Refinement of classification descriptors to accurately reflect classifications in current roles.
13.	Inclusion of the following classifications/levels: <ul style="list-style-type: none"> - Laboratory Technician Team Leader - Hospital Scientist Grade 5 - Shift Scientist Grade 5 - Rostering and Onboarding Officer.
14.	Any positions created within the life of the Agreement that are technical, supervisory, administrative, clerical or 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 <i>Fair Work Act 2009</i> (Cth) (FWA).
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. Excess leave balances should be re-aligned to Award definition.
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 of 38 hours per annum 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 FWA (including changes effective 1 July 2024).
35.	<p>Improvements to the consultation clauses, including:</p> <ul style="list-style-type: none"> • Expanding the definition of a ‘significant effect’ • Requiring prompt and genuine consideration of the employee’s views relating to a proposed change • Employer obligation to act in good faith (obligations to meet, to disclose relevant information in a timely manner, to genuinely consider proposals and respond with reason and to refrain from capricious or unfair conduct that undermines consultation).
36.	<p>Improvements to the dispute resolution clause, including:</p> <ul style="list-style-type: none"> • Applying to any matter relating to the relationship between the employer and employees or employer and union • Parties agree to be bound by a FWC arbitration outcome • Parties try to resolve the dispute in good faith and as quickly as possible • Allow reasonable time during work hours to deal with a dispute • ‘Representative’ should refer to the Union • A status quo provision should be inserted.