

CERTAINTY FOR DISABILITY

HACSU 2016 DHHS EBA CAMPAIGN

2016 HACSU DHHS ENTERPRISE BARGAINING AGREEMENT LOG OF CLAIMS

Term of agreement

1. Four year agreement.

Wages

2. A five percent increase to wages and allowances for each year of the agreement.
3. An End of Increment Band of 1.5% for employees at the top of their increment scale.

Conditions

4. Increase the weekend/public holiday sleepover penalty rate to 50% and apply the same penalty loading to the Standby and Recall Allowance.
5. Amend the sleepover allowance to provide that the first disturbance of up to 1 hour is compensated within the allowance. All subsequent disturbances must be paid overtime for the disturbance period or a minimum of 30 minutes.
6. Where there are known and predictable disturbances, sleepovers are to be converted to an active night on a temporary or ongoing basis.

7. Amend the Standby and Recall allowance to provide that the first period of duty of up to 1 hour is compensated within the allowance. All subsequent periods of duty must be paid overtime for the disturbance period or for a minimum of 30 minutes.

8. Higher duties to be paid on a shift by shift basis for those staff who are rostered or on a day by day basis for those staff who work office hours.

Leave and work balance

9. Inclusion of a domestic violence paid leave clause.
10. Amend the Long Service Leave clause to accrue LSL on an hourly basis. Define the calculation for full-time and pro-rata and to allow employees to take LSL in a minimum of one day blocks.
11. Amend the personal/carer's leave clause so that sick leave supported with a medical certificate be paid as if at work, i.e. including penalties and shift allowances.

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Casual Employment

12. Incremental progression to be applied to casuals with regular and systematic work averaging 15.2 hours per fortnight.

13. A casual conversion provision to facilitate casuals to convert to ongoing employment, where they have worked regularly and systematically for a period of six (6) month or more.

14. All identified preferred casuals for each Group Home to be paid to participate in team meetings.

Career and Classification Issues

15. Better define the 'more complex settings' beyond those currently provided in clause 19.8

16. To ensure staff recruitment and retention create a 'Forensic Skills Recognition and Retention Allowance' in addition to all other allowances in the following circumstances:

- a) Employees who work at disability justice houses
- b) Employees who work at Disability Forensic Assessment and Treatment Service
- c) Any group home/unit where they are two or more residents on a Supervised Treatment Order.

17. Revise the classification levels that apply to:

- a) Significant complexity [i.e. any house with a resident requiring 2:1 staffing levels] to provide for House/Unit Supervisor - DDSO 4, the Senior Worker - DDSO3A and all other workers to be DDSO2, and,
- b) Respite services to provide for: House Supervisor – DDSO 4, Senior Worker – DDSO 3A and all other workers to be DDSO 2 and make the appropriate changes to the classification standards.

Education and Professional Development

18. In addition to time paid for mandatory training, all employees to receive 5 days paid study leave per year for personal professional and career development purposes. The leave is to be cumulative over 2 years.

19. Government will fund a comprehensive training and development package to deliver the following outcomes that are linked to national accredited courses:

a) Minimum mandatory qualification for all existing and new employees at Certificate IV in Disability [or equivalent] irrespective of their mode of employment.

b) Practice in a human rights framework.

Furthermore, will make the following training programs mandatory for all employees:

- person centred active support;
- abuse prevention, recognition and identifying grooming behaviour;
- community inclusion;
- OH&S;
- Duty of Care – negligence.

c) Improve training provision to support definitive career movement across services, upward career path progression and better support residents to ensure they have greater choice and control over their life. The training will include but not be limited to:

- Working across various streams of support;
- Transition to supervisory and management positions;
- Complex care and specialised support – managing behaviours of concern, medical, ageing, dual disability, autism spectrum disorder, etc.;
- Development and delivery of skills and personal development programs;
- Case management;
- Person centred active support;
- Legislative frameworks;
- Occupational health and safety including manual handling and workplace violence;
- Community inclusion;
- Understanding obligations and processes for identifying and reporting abuse and neglect;
- Abuse prevention;
- Identifying and reporting grooming behaviour;
- Supporting residents with respect to processes for identifying and reporting abuse and neglect.

d) All casuals to receive agreed training on managing complex health needs and positive behavioural support.

e) Improve induction training by increasing the focus and hours on human rights and inclusive practice, administration of medication, abuse prevention and food handling.

Workload

20. Amend clause 27.1.4 to acknowledge the Employer's responsibilities under the OHS Act 2004 and require that any review of workload must be conducted jointly with the employee/s and their Union.

21. No new systems are to be implemented without consultation and a workload impact statement in an agreed form must be provided.

22. Where a workload issue is identified, management must take all reasonable steps to address and mitigate the workload risk.

Occupational health and safety

23. Revise agreement provisions to provide for enhanced governance and management arrangements to better respond to and resolve OH&S hazards and risks.

Set minimum standards and entitlements for HSR's to undertake OH&S activities.

Workplace Violence

25. Require that the existing Code of Practice for the Prevention and Management of Occupational Violence in Disability Services is mandated and enforced as policy.

26. The employer must incorporate a workplace violence impact statement into all restructuring and workplace change proposals.

27. The employer must publish to the Union and all OH&S committees a quarterly workplace violence report containing the following:

- a) the overall number of reported incidents of workplace violence;
- b) the location of incidents;
- c) the number of incidents that have resulted in injury to staff, residents and others and the severity of the injuries;
- d) the number of incidents that have resulted in property damage and the severity of damage;
- e) the findings of investigation

f) all action taken in response.

28. The employer must provide all employees exposed to workplace violence with immediate post incident diffusing support, followed by formal debriefing by properly trained professions (internal or external).

Consultation and Change

29. Agree a revised comprehensive organisational change provisions which includes advance consultation, training/retraining, redeployment, salary maintenance provisions, disturbance allowances, relocation/moving house, service continuity payments and transfer payments, redundancy and disputes settlement to the extent permitted by relevant legislation.

30. Establish a 'no disadvantage test' with respect to total pay, allowances, hours, and other work/life balance issues and a 'minimum notice period' to be applied to management initiated roster/workplace change to the extent permitted by relevant legislation.

31. Amend the Introduction of Change clause to require the employer to consult in circumstances where there are significant effects without major change to the extent permitted by relevant legislation. Contracted Services

32. Agree that the Employer will take all measures to achieve employment security for the direct permanent employees and that all persons covered by the Agreement are to recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of Employees.

33. In the event of a decision by the Employer to engage contractors or labour hire companies to perform work covered by the Agreement the Employer shall:

a. Consult and provide relevant information to employees and their representatives; and

b. Only engage contractors and employees of contractors, to do work that would be covered by the Agreement, who apply wages and conditions that are no less favourable than that provided for in the Agreement. to the extent permitted by relevant legislation.

Schedule C – Disciplinary process

34. Redraft/simplify Schedule C in order to better protect worker's rights and expedite the process.

Rosters

35. Agree a state-wide roster review process that will expedite the roster review process, better protect employees' rights and without a cap on the number of roster review meetings.

36. Team meetings will form part of rostered shifts and there will be no break between the end of a shift and the beginning of a team meeting and/or the end of a team meeting and the beginning of a shift.

37. Amend clause 27 to require the incorporation of the following in all rosters:

- a) at least one monthly team meeting,
- b) one hour PDS per employee,
- c) minimum amount of 50 hours administrative time for each house supervisor in all rosters, with an ability to access additional time in complex locations,
- d) a minimum of 20 hours administrative time per roster for DDSO2A,
- e) a minimum of 10 hours administrative time per roster for DDSO2, and,
- f) 3 hours administration times per fortnight, per resident for key workers.

38. The employer to be required to demonstrate that any proposed reduction in a Group Home's rostered hours arises because of a change in resident/s support needs. In the absence of evidence supporting a reduction in hours, the Group Home's rostered hours will not be reduced.

39. Any management initiated roster reviews and/or changes to meet the 'no disadvantage test'.

Payslips

40. The parties to agree on:

- a) the minimum information to be provided on payslips, and
- b) the timeframe within which employees will receive their payslips.

Redrafting Issues

41. Amend clauses as necessary to provide clarity and remove ambiguity with a view to plain English drafting, including definitions.

NDIS rollout into DHHS services

42. The parties will agree on a comprehensive agreement to manage the rollout of the NDIS into DHHS disability services and the agreement to be attached as a Schedule to the new agreement. The new agreement will include (to the extent permitted by relevant legislation):

- a) Advanced consultation mechanisms,
- b) Change management processes,
- c) Consultative committee/s,
- d) Management of service transfer,
- e) Ensuring quality services,
- f) Workload management,
- g) Service continuity payments,
- h) Redeployment process,
- i) Redundancy,
- j) Service, rostering and practice changes that are likely to occur as a consequence of the NDIS rollout,
- k) Training,
- l) Grievance and Dispute settlement.

Colanda Closure Agreement

43. The parties to agree a Colanda Closure Agreement to be attached as a Schedule to the new Agreement. In doing so we seek to negotiate the following matters to the extent permitted by relevant legislation:

- a) Staff support, collaboration, consultation and service continuity;
- b) Service planning steps and expected milestones of the Colanda closure;
- c) Transfer of staff to community group homes and redeployment;
- d) Rostering arrangements and shift patterns of new group homes;
- e) Service continuity payments;
- f) Maintenance of quality services during closure;
- g) Redeployment process enabling employees to move;
- h) Redundancy;
- i) Workload during closure;
- j) Regional maintenance services;
- k) Grievance and dispute settlement.

Preservation of existing terms and conditions

44. New Agreement to comprehensively include and maintain all existing EBA employment terms, conditions and professional development and training provisions, where not altered through these negotiations.
Additional Claims

45. The Union reserves the right to add or amend claims in response to emerging matters during negotiations for a new agreement.