

HEALTH AND COMMUNITY SERVICES UNION
MENTAL HEALTH EBA CLAIMS
2020



**Workers. Wages.
Wellbeing.**

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HACSU

Health & Community
Services Union

HEALTH and COMMUNITY SERVICES UNION

2020 MENTAL HEALTH LOG OF CLAIMS

Scope of the Log of Claims

This claim for the 2020 bargaining round with public sector mental health service providers relates to all persons employed in the provision of mental health services, including nursing, health professionals, and administrative and support staff.

HACSU acknowledge the Victorian Royal Commission into Mental Health; the reforms recommended by the Royal Commission to ensure that Victorian mental health services are equipped to support and have the appropriate resources for those needing the services; and the Victorian State Government's unequivocal commitment to implement the recommendations of the Royal Commission in full.

1. The Agreement is to run for four years, with a nominal expiry date of 30 June 2024.
2. Agreement to apply to integrated alcohol and drug programs who are covered by public mental health services.
3. Agreement to apply to mental health workers, working in the Alcohol and Other Drug and Mental Health Hubs in Emergency Departments.
4. Inclusion, and specific mention, of Headspace at Mildura, Alfred and Shepparton who are covered by public mental health services.
5. Minimum wage increases of 4% per year over the life of the agreement and a further increase to wages in first year of the agreement to achieve a work value equalisation.
6. The new Agreement to comprehensively include and maintain all existing EBA and Award employment terms and conditions and to incorporate all variations to former Awards and AIRC/FWA/FWC test case provisions insofar as they relate to matters pertaining to the employment or union /employer relationship and are not prohibited by law.
7. All current Professional Development and Training provisions shall be maintained and funded over the life of the next agreement.
8. That the Enterprise Agreement be referred to in service policies.

9. All parties to this Agreement recognise the severity of Australia’s climate emergency, and the shared responsibility of all Australian employers to lead by example and transition to environmentally sustainable business operations. All services must commit to expand and implement environmentally sustainable business operations during the course of this agreement, through taking active and measurable steps to reduce greenhouse gas emissions and carbon-based energy consumption.

10. Introduction of a Reproductive Health & Wellbeing Leave clause which would encompass support for symptoms and treatment associated with:

- Menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis and other reproductive health disorders
- In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services
- Vasectomy, hysterectomy and any other surgery/procedure associated with reproductive health and wellbeing.

The entitlement would include:

- the right to work from home
- the right to a comfortable working environment to alleviate symptoms or facilitate treatment
- the right to access up to 5 days leave per year in addition to any personal leave days.
- the right to access reasonable unpaid leave

11. A Gendered Violence and Harassment clause be included, which outlines that “Gender based violence and harassment” means violence and harassment directed at persons because of their sex or gender, or affecting people of a particular sex or gender, and includes sexual harassment is not acceptable and will be subject to the disciplinary procedure.

12. Introduction of a Gender Equity clause. This clause is to be developed in order to facilitate the Fair Work Commission in resolving disputes regarding systematic gender issues, on top of the powers the Commission already holds.

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

COMMON CLAIMS

14. Amend clauses as necessary to provide clarity and remove ambiguity, eg. Correction of errors e.g. Typos / reference to midwives, PSEN instead of PEN's etc. and deletion of duplicate clauses e.g. clause 65.2(b) and clause 67. Also reference to the most recent *Mental Health Act*.

15. All services to provide adequate emergency response teams, particularly for Code Grey, 24 hours a day, seven days a week.

16. Correction of wage relativities.

17. A mental health allowance is to be paid to all employees in the mental health workforce to recognise the special skills that they have (whether acknowledged by a tertiary qualification or not) and use in order to perform their duties, as recommended by the Productivity Commission's Inquiry into Mental Health.

18. Introduction of an alternative disputes settling procedure, in the form of a Health Industry Disputes Panel, where union delegates can attend with pay.

19. Change to 22.5(c) to reflect that any disciplinary outcome can only stay on an employee's record for 12-18 months, not just warnings.

Long Service Leave

20. Include Casuals in the Long Service Leave clause (remove the restriction from the Mode of Employment Clause).

21. A fully developed Portable Long Service Scheme between Services that are party to the agreement (for example, the Scheme that has been developed for Community Services in Victoria).

22. Rewording of clause 39.3, allowing Long Service Leave to be taken by employees if three months' notice has been given and to ensure Long Service Leave cannot be refused on business grounds.

23. The ability to take Long Service Leave after seven years, and if an employee is to leave a service and to have their Long Service Leave paid out, it is to be paid out after 7 years of continuous employment.

24. Ability for employees to be able to access Personal Leave or Compassionate leave whilst on Long Service Leave (as can be done on Annual Leave).
25. Wider definition of Family in the Compassionate Leave clause to include Aunts, Uncles and Cousins.
26. Increase parental leave entitlement to 26 weeks paid.
27. Loading to apply on the fifth week of annual leave. This would include pro-rata leave loading for shift workers and those employees working part-time (e.g. employees who work .8 EFT who work every weekend and do not get compensated because a weekend worker has to be a full time worker under clause 85.1b).
28. All Mental Health Clinicians to have a minimum of six weeks Annual Leave for the purposes of attraction and retention within the sector.
29. Have a common clause allowing for one paid days' leave for any employee changing from continuous night shift of one month or more to day shift.
30. Insertion of clause that a service must provide evidence around the reasons for the denial of a flexible working arrangement.
31. Insertion of 4 Pillars in Sections 2,3 and 5 (including lived experience workers, including peer workers) that include: Clinical or Practice, Education, Managerial and Research.
32. All mental health services must have orientation programs specifically for mental health, which involve the union.
33. Community Workload Management System –
 - a. incorporate a reporting line back to WICS and the MHIIC so that workload can be monitored and managed
 - b. at 49.1 include who the tool applies too (all community clinicians despite mode of employment and classification)
 - c. delete the timeframe in 49.1 as it is no longer relevant
 - d. delete clause 49.2 as it is no longer relevant
 - e. delete subclause 49.4(a) as it is no longer relevant
 - f. delete subclause 49.7 (b) as it is no longer relevant
 - g. rename Column A and Column B for clarity
 - h. add into “Column B” – time to meet / complete the CWMT
 - i. change wording from secondary caseload to secondary workload in column A

- j. change wording of column B from portfolios to portfolios however titled
- k. where possible, services are to integrate the tool into their systems for ease of access.
- l. change wording of clause 49.9 Overtime from caseload to workload
- m. change wording in clause 49.10 from secondary caseload to secondary workload

34. To reduce the volume and duplication of organisational, clinical, legal and reporting documentation undertaken by mental health clinicians, a standard form of documentation will be agreed between the parties and implemented across Victorian public sector mental health services.

35. When the Victorian Government declares a Watch and Act zone, or Flood watch, that covers the employees residential address, the employee can have access to their personal leave, or have the ability to work from home, where applicable.

WIC

36. Amend clause 55.8 to state that the WIC is to have standing OVA reporting items, including Category 1 and outcomes.

37. WIC to have vacancy, unfilled absences and any Change Impact Statements as standing agenda items.

38. Occupational Violence leave to be included, where one day of leave is to be granted to an employee who experience Occupational Violence incident. The provision of aggression management training, which would include face-to-face skills training and skills practice to be provided to all staff, as part of the OH&S clause.

39. Insertion of a clause where a service must offer debriefing, EAP or counselling to all staff after a critical incident, within 24 hours of the incident occurring to prevent an increase of trauma and providing assistance to those writing incident reports for CAT 1 incidents by a discipline senior, where requested.

Backfill

40. Back filling of Leave Absences (cl 91.11) to become a common clause, and that the clause is strengthened by mandating that backfill is provided for all disciplines for all planned leave of absences, or unplanned absences (such as Personal leave) that result in being away from the workplace for a substantial amount of time.

41. The commencement of the backfill process must begin as soon as notification of an absence is given. If backfill is unable to be provided, evidence of the process must be provided to the unions and/or staff upon request. This information is also reported to the WICs.
42. A clause that states Part Timers are to be offered extra hours in the first instance, in order to backfill absences.
43. Staff who are either casual or part time will be offered an increase to their hours to cover the shortfall, prior to recruitment being completed regarding internal/external applicants.
44. Have a common uniform allowance clause to replace clause 188 and 236.
45. Have a common paid rest break clause for all classifications of 2 x 15 minute breaks.
46. Uniformity of service descriptors (e.g. CAT team, MST etc.), across all mental health services.
47. Relocation allowance to cover change of work location initiated by the employer for any reason (not only due to redundancy as outlined in clause 19).
48. Workload management within inpatient units to be included as a common clause.
49. Mandated staffing profiles for bed-based units (including CCU) including nursing staff, health professionals, PSOs, administrative staff (however so named) and lived experience staff (however so named).
 - a. Staffing Profile to be developed accounting for area specialties.
 - b. Strengthening of the current clause, ensuring that staffing profiles in the HDU (clause 92.4) are met, but not at the detriment of the LDU.
 - c. All adult inpatient units to have one EFT dedicated to assist early discharge and manage access to housing for consumers.
50. Clause stating that mental health workers will not be directed to use their own cars, and where travel is required the employer must provide access to taxi's etc.
51. A clause to be inserted that allows for flexible positions that allow staff members to gain experience in community-based work as well as inpatient work.
52. Introduction of an allowance when mentoring / supervising a student across all disciplines.

53. Introduction of a special skills allowance for all employees who deliver services to the HDU, however so named, including staff who respond to duress calls from the HDU or in any other secure units. This allowance is as per the Forensicare agreement Special Skills Allowance. This payment has an attraction and retention component to it.

4% of RPN 2 year 2 salary rate (as adjusted from time to time) for all RPNs, PENs, Health Professionals, PSO's and Ward Clerks, and

1.75% of RPN 2 year 2 salary rate (as adjusted from time to time) for all other employees.

54. Extend delayed payment clause as per clause 62.4 to all staff.

55. If an employee is acting in a higher position for six months or more and the position is subsequently advertised, the employee will be appointed to the position.

56. Salary maintenance will be made available for 12 months where any restructure impacts on an employee's wages.

57. Overtime payments to include shift penalties.

58. Equalise Health Professionals' personal leave evidence requirements across all classifications (no limit on statutory declarations)

59. Redundancy entitlement shall increase to 3 weeks per year of service, and the cap is removed.

Superannuation

60. Superannuation is to be paid into the employee's fund fortnightly when wages are paid.

61. Superannuation contributions will be increased to 15% plus an additional 2% for female employees.

62. Superannuation is to be paid on Government payments during parental leave to close the gender gap that primary care givers experience in their superannuation upon retirement.

63. Superannuation is to be paid on Work Cover / workers compensation.

RPN/PEN/PSO

64. RPNs, PENs and PSOs to have their own ADO clause, rather than simply a reference to the Health Professionals Clause. This is to ensure that it is clear that RPN's, PENs and PSO's have an entitlement to ADOs.
65. Community Team Managers and CCU Managers are to be classified at RPN 5 level.
66. Delete PEN Level 1 Years 1 to 6, as they are no longer relevant, and no staff member should be classified in these classifications.
67. Introduction of a classification for Acute Mental Health Clinician.
68. Increase to night shift payment to 4% of allowance rate.
69. PSO's are to be re-named as Mental Health Assistants for clarity.
70. Extra EFT for PSO workforce, so that there is at least one PSO/ Mental Health Assistant for each bed-based service, which includes inpatient, CCU and SECU.
71. Inclusion of working double shifts to 10 hours break between overtime/recall clause.
72. A funded six-month graduate program for consolidation of clinical practice for PENs entering mental health.
73. A new Consultation-Liaison Nurses clause which reads:

Consultation-Liaison (CL) Nurses

- (i) CL Nurses shall be classified as Grade 5.
- (ii) Where there is a demonstrated need, CL Nurses will provide services 7 days per week. This will apply to the majority of Tier 1 and Tier 2 hospitals as defined in Schedule 1 of the Safe Patient Care Act.
- (iii) A 7 days per week service requires a minimum allocation of 1.7 EFT and a weekday service requires a minimum allocation 1.4 EFT.
- (iv) The CL Nurse focuses on the mental health care of people in Victorian general (non-mental health) hospitals
- (v) The CL Nurse aims to improve outcomes in patient care from a mental health perspective through working directly with patients and indirectly through increasing the capacity of staff to recognise and attend to the mental health needs of patients in these settings.

(vi) The CL Nurse works with patients and their families, providing expert mental health assessment and intervention. The CL Nurse also provides guidance, education and support to generalist hospital staff caring for the patient and collaborates with them in developing a plan of care.

(vii) The CL Nurse acts as a positive role model to generalist staff in mental health care and practice; works with the organisation or department as a mental health resource on mental health related projects, education and policy development; and acts as a link between generalist and mental health services (public and private, hospital and community).

74. Remove the exclusion to “employees above the level of RPN 5” in clauses ‘Saturday and Sunday Work’, ‘Higher Duties Allowance’, ‘Shift Allowances’, and ‘Overtime’ for direct care clinical work.

75. 20 Clinical Nursing Educators to be placed in the community at RPN 4 Level.

HEALTH PROFESSIONALS

76. Review of job descriptions to ensure that they meet practice standards and allow for career progression.
77. Inclusion of Speech Pathologist and Art Therapist in the Agreement who work predominately in Mental health.
78. Classification of Health Professionals Grades 5 and 6 to be introduced.
79. Higher duties allowance to be paid when an employee, who is authorized to assume the duties of another employee on a higher classification for a period of one day/shift or more, shall be paid for the period for which he or she assumed such duties at not less than the minimum rate prescribed for the classification applying to the Employee relieved. (Clause 108.2).
80. Leave equity with the nurses' annual leave clause.
81. Wage equity with RPNs in both inpatient and community settings
82. Payment of qualifications' allowances to Health Professionals, PEN's and PSO's to continue on all forms of paid leave on the same terms as RPN's.
83. Provide description of Health Professional Educator roles.
84. 1 EFT for a Discipline Senior OT and Discipline Senior Social worker per service to ensure that the Health Professional workforce is being supported, supervised and provided with appropriate guidance which will assist with retention.
85. Currently there are three Health Professional Educators within Mental Health. Health Professionals comprise 1/3 of the mental health workforce, and therefore there needs to be an Educator workforce for Health Professionals across all services. We note that there will be 60 graduates for Health Professionals as prescribed by the Royal Commission, therefore educators and senior practitioners are to be placed in the community in order to allow for graduate positions within Community Teams, as well as in the services. The claim is for 20 Occupational Therapist Educators and 20 Social Workers at Level 4 in each of the services, and 20 Occupational Therapist Educators and 20 Social Workers in the community at Level 3 to help facility career development, support and education.

LIVED EXPERIENCE WORKERS

86. Provide for a further multi-level classification and salary structure for Lived Experience Workers that properly reflects the range of lived experiences, scope and value of their work in mental health services.
87. Provide a Senior Lived Experience classification that would assist in the training and development of the Lived Experience Workforce.
88. Add Lived Experience workers to the definitions of the Agreement.
89. Lived Experience bed services, as outlined in the Royal Commission interim report, shall be covered by the mental health Agreement.
90. Educators are to be implemented for the Lived Experience Workforce.
91. Qualification allowances for tertiary education.
92. All lived experience workers to have access to supervision as per RPN clause.

ADMINISTRATIVE WORKERS / WARD CLERKS

93. Provide backfill during break times, in addition to the common backfill clause.
94. More administrative EFT to ensure the right balance of staff are available for all service users to access.
95. Where an incident occurs, preventing administrative workers from completing their duties (e.g. computer failure etc.), the service shall put on extra EFT to help with the backlog of work that accumulated during that time
96. Where services run 7 days a week, admin must be provided for 7 days a week.
97. Add further classifications to pay structure (e.g. add incremental levels in each grade and introduce a Senior Administration Worker classification), so that those with experience or carrying extra responsibilities are rewarded, and it is easier to move through each grade as experience is gained.
98. Inclusion of a training/ upskilling clause for administrative workers.
99. An extra week of annual leave, so that they have equity with those clinicians that they support and to help prevent burn out.
100. Training allowance when training a new administrative worker.

PATIENT SERVICES ASSISTANTS

101. PSA's will be provided with fully functional ASCOM's (or whatever duress system is in place).
102. PSA's and administrative staff will be provided with OVA training at the same level of the Unit/worksites they are operational in.
103. PSA's will receive a full handover at the commencement of duties in Units and when operating in an HDU will have oversight of a nurse and where this is not possible, duties will not be performed.
104. PSA's will have a nurse present at all times whilst meals are delivered directly to consumers.
105. All staff to have access to email and Riskman with provision of computers in the PSA office to complete these.

FORENSICARE

106. To develop safety within the service internally, by expanding and recruiting specific PSO's to perform de-escalation and assisting in codes.
107. Strengthen EIST clause to expressly preclude their use as backfill/staff replacement.
108. Incorporating the Dangerous Work payment into salaries to reflect the dangerous work that is undertaken daily.
109. Review of role and size of Clinical Admin team in line with the significant increase in the size of the service over the life of the current agreement.
110. Review of staffing profiles of all inpatient/bed-based units to be completed.
111. All units to have 1 EFT Ward Clerk, to be backfilled for all planned absences.
112. Unit Managers to become RPN 6's with clear position descriptions in order to recruit and retain employees at this level.
113. 6 RPN 3's to be placed in each unit. The additional RPN 3 is to work in portfolios, train staff members and work with management, in addition to ordinary duties.