

HWU PUBLIC SECTOR LOG OF CLAIMS

VICTORIAN PUBLIC HEALTH SECTOR (HEALTH AND ALLIED, MANAGERS AND ADMINISTRATIVE WORKERS)

These claims are subject to the overriding condition that the Health Services Union Victoria No. 1 Branch (trading as the Health Workers Union ["HWU"]) makes no claim for any matter that does not pertain to the employment relationship or is not otherwise permitted pursuant to section 172 or section 194 of the *Fair Work Act* (Cth) 2009 ("the Act").

1. Maintenance of entitlements:

The new agreement must include (or continue to include) any beneficial parts of:

- the Modern Award(s);
- the National Employment Standards;
- the current Enterprise Agreement; and,
- this log of claims.

CLAIMS IN ACCORDANCE WITH PUBLIC SECTOR PRIORITIES

2. Deliver exceptional services and value for Victorians:

2.1 *Deliver service efficiencies*

- 2.1.1 Address high instances of unscheduled absences by clarifying and expanding the ability to take paid personal leave for medical appointments, including diagnostic appointments where the employee may not otherwise be 'unfit for work'. An example of a clause is provided on a without prejudice basis at Appendix A.
- 2.1.2 Outlining provisions regarding notice expectations and staff replacement for planned personal leave.
- 2.1.3 Reward employees for not taking personal leave. If an employee is not absent without evidence, he or she will be credited with one (1) day of annual leave for every two (2) days of personal/carer's leave not taken and the Employee's personal/carer's leave balance will be reduced in a proportion of two to one for each additional day of annual leave so credited. (See clause 70 of Section 3).

2.2 *Prioritise resources for the Government's social agenda*

- 2.2.1 The agreement to be translated in languages other than English.

3 A professional and responsive public sector:

3.1 *People-centric*

- 3.1.1 Emphasis on training to correct issues of performance or conduct, prior to disciplinary processes.
- 3.1.2 Requirement for investigations into misconduct to require a critical analysis of Hospital policies with a view to ensure policies and procedures are accessible, clear, easily understood, coherent and fit for purpose.

- 3.1.3 Requirement for regular and frequent education on hospital policies and procedures.

4 Increase workforce mobility

- 4.1 Portability of annual leave between health services (on election of an employee).
- 4.2 Ability for part time employees to work across different health services to pick up ad-hoc shifts up to 38 hours per week (or average thereof).

5 Build skills and capability

- 5.1 Address identified skill or capability gaps and incentivising and facilitating employees' skill development through access to specified TAFE training.
- 5.2 Revise and enhance study leave provisions, including:
 - 5.2.1 Removing the requirement for AQF Level III courses.
 - 5.2.2 Creating more flexible study leave arrangements to recognise different teaching and delivery modes.
 - 5.2.3 Broadening the access for study leave, by approvals not being unreasonably refused where the proposed study is of benefit to the career pathway of the employee within the public health sector (irrespective of whether it is relevant to their direct role).
 - 5.2.4 Identify courses/qualifications that automatically trigger paid study leave and the relevant corresponding classifications. For example, if you are a Cleaner/Orderly, you would automatically be approved to undertake a Cert III in PSA or Personal Care or equivalent. Or, if you are an FSA or unqualified Cook, you could automatically be approved to do a Cert III in Commercial Cookery or equivalent. This would include qualifications outside EA – a Health Care Worker or Allied Health Assistant could be approved to do an Enrolled Nursing qualification etc. A comprehensive list of such courses will be provided at an early stage.
 - 5.2.5 Making clear entitlements for examination leave.
- 5.3 Establish a new process for accessing professional development leave.
- 5.4 Recognise and reward employees for holding additional qualifications in the form of a Qualifications Allowance. On a without prejudice basis, an example is outlined in Appendix C.
- 5.5 Requirement for mandatory training to be during ordinary hours and staff to be replaced in order to attend.
- 5.6 Expansion of Workplace Trainers/Careers Advisor, in quantum and role.
- 5.7 Provide HWU delegates with access and funding for a Leadership course of no more than 5 days duration with no loss of income for hours normally worked.

6 Responsive to the community, Trustworthy and committed

- 6.1 Payment of a one-off lump sum of for Health and Allied staff and HS1A to HS2 employees who were employed at any time from March 2020.
- 6.2 Special leave for health emergencies.
- 6.3 Requirement that at least one Theatre Technician is rostered per Theatre.
- 6.4 Additional weeks' leave for employees on call on 10 or more weekends.
- 6.5 Roster specific time for hand over to ensure adequate communication between shifts.

7 **Government as a fair and best practice employer:**

7.1 ***Increase Diversity***

- 7.1.1 Gender re-assignment leave, a without prejudice example is provided in Appendix B.
- 7.1.2 10 days paid ceremonial leave.
- 7.1.3 Provision of indigenous employment targets.
- 7.1.4 Provision of disability employment targets.
- 7.1.5 Provide mechanisms for redeployment to different duties/role after workplace injury, disability or incapacity of any kind.

7.2 ***Promote gender equity***

- 7.2.1 Six months paid parental leave for primary carers.
- 7.2.2 Additional paid parental leave when a baby is premature (an additional weeks leave for each week the baby is premature).
- 7.2.3 Superannuation for the duration of paid and unpaid parental leave (based on average earnings over the previous 12 months).
- 7.2.4 Unpaid parental leave for 52 weeks and return to work guarantee for employees who have less than 12 months service.
- 7.2.5 Menstruation leave, a without prejudice example provided in Appendix D.
- 7.2.6 Unlimited/uncapped family violence leave.
- 7.2.7 Four weeks paid secondary carer's leave on the birth/placement of a child.

7.3 ***Ensure access to flexible working arrangements***

- 7.3.1 Incorporate provisions that arose out of the *Family Friendly Working Arrangements Case* [2018] FWCFB 6863. The relevant components of the decision are provided on a without prejudice basis in Appendix E.
- 7.3.2 Broaden criteria for flexible working arrangements to include study leave.
- 7.3.3 Flexible working arrangements are to outline whether they are temporary or permanent in nature.
- 7.3.4 Provide a mechanism for working from home for Administrative workers, excluding ward-based employees.
- 7.3.5 Grandparent leave, a without prejudice example is provided in Appendix F.
- 7.3.6 Creating a flexi-time arrangement for Section 3 employees.
- 7.3.7 Ability to bank ADOs and TOIL to be taken in blocks.
- 7.3.8 Extend the ability to purchase leave for part time employees.

7.4 ***Maintain preference for secure employment***

- 7.4.1 Improved part-time review of hours clause, with a requirement for employers to disclose relevant records to employees, while reducing the period to a six-month review period.
- 7.4.2 Require uniform payroll and roster systems that preference permanent employees before casual or bank staff.
- 7.4.3 Automatic conversion of casual employment after six months, where the work is regular and systematic with an expectation of continued work.
- 7.4.4 Provision for conversion of fixed term employment to permanent employment after two or more periods of fixed term employment.

- 7.4.5 The employer to provide security of employment by retaining all existing work functions and services.
- 7.4.6 Requiring preference to part time employees for additional shifts ahead of casual or labour hire staff (in Section 3).
- 7.4.7 Stronger guidance on preference for part time workers to pick up additional shifts. For example, outline clearer supplementary roster arrangements and notification etc.
- 7.4.8 Commitment to in-source services when a contract for outsourced services expires.
- 7.4.9 Casual & continuity of service breaks issue – provide a clause that ensures that any employee who takes leave from work to undertake study or for personal reasons, but intends on returning, is not worse-off in terms of continuity of service for leave and redundancy purposes.
- 7.4.10 Emphasis of ensuring written communication about any extended leave rests with the employer.
- 7.4.11 Restrictions on the use of labour-displacing volunteers.
- 7.4.12 Any employee who is currently employed for more than 34 hours to be offered full time employment with access to an ADO.
- 7.4.13 In a situation where a State of Emergency (for pandemics, natural disasters) is called by the Victorian or Commonwealth Government, all employees are to be guaranteed no less than their contracted hours (the average of the last 6 months for casual or permanent part-time employees who have fluctuating rosters).
- 7.4.14 Any redeployment in a State of Emergency must be to equivalent duties and pay, with any variation to contracts to be provided by the employer in writing, providing an end date to temporary variations. Where a change in duties requires an employee to work anywhere other than at their regular place of work, the employer will bear the cost of the move, temporary or otherwise. Any additional travel time (to and from the workplace) will be treated as time worked and paid at the hourly rate, in addition to allowance per kilometre for those employees using their own vehicles.

7.5 ***Reduce labour hire***

- 7.5.1 Develop provisions that give greater guidance on obligations on filling shift vacancies with existing part time and, if need be, casual staff.

7.6 ***Occupational health and safety***

- 7.6.1 A workload management clause.
- 7.6.2 Post-incident support provisions and systems that support employees who have been a victim of occupational violence, including:
 - Paid absence when recovering from injuries (mental or physical), not otherwise deducted from personal leave.
 - Support for employees to charge perpetrators of occupational violence (including a commitment to retain any evidence, CCTV footage etc).
 - Reimbursement of any out of pocket expenses associated with counselling or psychological support after an incident of occupational violence.
 - Time away from regular duties and support to lodge an incident report (Riskman or equivalent) and to enter the incident into the VHIMS system.
- 7.6.3 Anti-bullying provisions.
- 7.6.4 Mandatory annual training on anti-bullying for all staff, including supervisors.

- 7.6.5 Provision of paid wash up time as a mandatory requirement for relevant classifications.
- 7.6.6 An increase in accident make-up pay to 52 weeks.
- 7.6.7 Remove exclusion of allowances, shift payment etc in the calculation of accident make up pay.
- 7.6.8 Provide employees with an ability to opt-out of Code Grey Response teams.
- 7.6.9 Rest breaks to take into account the location of staff amenities. Staff to be released to attend breaks, accounting for time spent travelling to staff amenities.
- 7.6.10 Providing separate staff amenities to members of the public.
- 7.6.11 Mandatory requirement for Employer's to have an Employee Assistance Program (EAP) with minimum requirements, services and access.
- 7.6.12 Minimum of a 10-hour break period between shifts concluding and commencing.
- 7.6.13 Full and part-time employees to be rostered in such a manner to provide at least two consecutive days off a week.
- 7.6.14 Dedicated security functions.
- 7.6.15 A simplified, universal incident reporting system that does not require complex Riskman (or equivalent) data entry. System automatically saves any drafts for follow-up, and provides copies of drafts and completed incident reports to the employee making the complaint.
- 7.6.16 Time away from regular duties, access to computer systems, and support to lodge an incident report (Riskman or equivalent)

7.7 ***Fair processes***

- 7.7.1 Requiring rosters be drawn up for a minimum of a one-month period.
- 7.7.2 Provision of all relevant documents, including witness statements in investigatory processes.
- 7.7.3 Establishing a clear and transparent process for requirements to attend Independent Medical Examiners in relation to fitness to perform work. This process would include:
 - 7.7.3.1 Rights to representation during relevant meetings.
 - 7.7.3.2 Requirements to provide relevant documents to all parties.
 - 7.7.3.3 Requirements for the employer to direct the IME to consider any applicable reasonable adjustment to enable the employee to perform the genuine and reasonable requirements of the role
- 7.7.4 Processes for rectifying underpayments for Section 3 employees.

WAGES

8 **Uniform wage increase**

- 8.1 The HWU seeks a uniform wage increase of 4.5 per cent for each year of the agreement. We seek a corresponding increase to all allowances.

9 **Targeted wage increases**

- 9.1 To address historical underpayment because of gender, we seek increases beyond the uniform wage increase, if required by reclassification, for the following classifications:

- 9.1.1.1 Health Care Workers;

- 9.1.1.2 Allied Health Assistants;
- 9.1.1.3 Pathology Collectors;
- 9.1.1.4 Food and Domestic Services Assistants;
- 9.1.1.5 Grades HS1A to HS2 within Section 3 of the current agreement;
- 9.1.1.6 Switchboard operators
- 9.1.1.7 Freedom of information officers
- 9.1.1.8 Dental Assistants including a new classification for school dental program

ADDITIONAL CLAIMS

10 Leave

- 10.1 Additional weeks annual leave for all employees.
- 10.2 Compassionate leave to be 10 days for each occasion on death of a spouse, parent or child.
- 10.3 In cases of compassionate leave, other forms of paid leave (annual leave, long service leave) or unpaid leave would not be unreasonably refused, including when requests are made on short notice.
- 10.4 Compassionate leave for death of a pet.
- 10.5 Access to personal leave during a period of long service leave.
- 10.6 Personal/carer's leave to be accrued in advance on employee's anniversary date.
- 10.7 Standardising evidence requirements for personal leave between Section 2 and 3 of the agreement.
- 10.8 Additional weeks leave if working four or more hours (of any work) on ten or more weekends.
- 10.9 Additional weeks leave if regularly working night shift.
- 10.10 A clear and fair process for approving annual leave, including process for timeframes on responding to requests.
- 10.11 A process for dealing with annual leave requests during peak periods (school holidays, Christmas-New Year and Easter).
- 10.12 Ability to pool and/or donate personal leave.
- 10.13 Jury service payment to be advanced prior to proof of payment.
- 10.14 Six days absence a year for personal/carer's leave without evidence.
- 10.15 Payment of regular shift penalties and allowances during long service leave.
- 10.16 Averaging of hours over the preceding 12 months for permanent part time employees in relation to leave.
- 10.17 Averaging of hours over the preceding 12 months for eligible casual employees in relation to long service leave.
- 10.18 Penalty payment in the event that employee are recalled from annual leave.
- 10.19 Long service leave to be accessible pro-rata at 7 years.
- 10.20 No cap on absence for workplace injury in the context of calculating service for long service leave.
- 10.21 Paid Defence Force Leave.
- 10.22 Paid Community Services Leave for members of CFA who are fighting bushfires.
- 10.23 Foster children to be included in the definition of 'immediate family' for the purpose of personal/carer's leave and compassionate leave.
- 10.24 Provision of a weeks paid leave on placement of a foster child, to be taken in any number of periods of up to six months.
- 10.25 Remove caveat of casual accrual of long service leave at DHSV and Ballarat Health Services.

11 Allowances

- 11.1 Nauseous Allowance of \$1,000 per year for each year of the agreement for relevant classifications.
- 11.2 Chemical-Biological-Radiological Allowance to replace Infectious Allowances
- 11.3 Payment for 'buddying' with other employees.
- 11.4 Payment for orientating or training employees.
- 11.5 Creation of a seniors allowance for Section 3 employees.
- 11.6 Clarifying that change of shift is included in the calculation of annual leave loading.
- 11.7 Clarification of the computer allowance
- 11.8 Increase change of shift allowance to \$50 in the first year of the agreement.
- 11.9 Increase change of roster to \$40 per occasion.
- 11.10 Tow motor allowance to be paid to all staff operating Gzundas to \$12.50 per shift, this will include linen and waste and stores.
- 11.11 Multi-skilling allowance to be extended to Cleaners, Orderlies and Health Care Workers.
- 11.12 Allowances for multi-lingual interpreters.
- 11.13 Allowance for all hours for non-security Code Grey Response Team members.

12 Addressing Anti-social work practices

- 12.1 Payment of treble time for employees who work six or more shifts without having 24 hours off (Section 3 employees).
- 12.2 Requirement for overtime to be paid when required to work additional hours for Part time employees.
- 12.3 On-call allowance - review & evaluate current model with view to making it more equitable for employees who lose time away from work.
- 12.4 Clarify the arrangements regarding public holidays on weekends and substitute days.
- 12.5 Additional weeks leave for employees who are rostered on-call on 10 or more weekends in a year, or who work nightshifts on 10 or more occasions in a year.

13 Union facilitation and communication with employees

- 13.1 That the Health Workers Union may provide a slideshow or video to be played at each employee induction, orientation, or initial training session.
- 13.2 The Health Workers Union may, at any time providing 24 hours' notice, request that individual health services email all employees covered by this enterprise agreement, attaching the union's email, message and any attachments. This request will not be unreasonably refused. Alternatively, the health services may provide to the HWU the email addresses for all employees covered by this agreement, to be updated quarterly.

14 Classifications

- 14.1 Detailed proposed changes to classifications will be advanced throughout bargaining. Proposals will include restructuring of the following:
 - 14.1.1 Orderly/Cleaner, with a view to separate the two classification and recognise higher acuity and specialised cleaning;
 - 14.1.2 Chefs and Cooks;

- 14.1.3 Pharmacy Technicians;
- 14.1.4 Theatre Technicians (including the creation of a new Liver Technician);
- 14.1.5 Instrument Technicians;
- 14.1.6 Pharmacy Technicians;
- 14.1.7 Emergency Department Assistants;
- 14.1.8 Allied Health Assistants;
- 14.1.9 Supervisory roles at Wage Skill Group 11 in Section 2 of the Agreement.
- 14.1.10 Drivers (including Drivers who transport food);
- 14.1.11 Storepersons (and Storepersons employed alone);
- 14.1.12 Patient Services Officer (in relation to the applicable qualifications that are recognised);
 - 14.1.12.1 Section 3 classifications with particular emphasis on:
 - 14.1.12.1.1 Information Technology;
 - 14.1.12.1.2 Workplace Trainer/Careers Advisor;
 - 14.1.12.1.3 Interpreters;
 - 14.1.12.1.4 HS1A and HS1;
 - 14.1.12.1.5 Freedom of Information Officers;
 - 14.1.12.1.6 Switchboard Operators.

15 Additional claims

- 15.1 Free, discounted or subsidised car parking for staff.
- 15.2 Payment of a loading when employees work short-staffed on a shift.

16 Drafting

- 16.1 The HWU seeks an agreement that is drafted in plain English and removes ambiguity, so that it may be clearly understood by all parties. To this end, the HWU will advance a raft of drafting proposals throughout bargaining.

- 17 **Further claims:** The HWU reserves the right to make further claims.

APPENDIX A - MEDICAL APPOINTMENTS AND PLANNED PERSONAL LEAVE

Where an Employee is absent from duty on account of attending a registered health practitioner for an appointment/treatment/rehabilitation/diagnosis, where the appointment cannot be reasonably obtained outside of work hours, the Employee will be granted paid personal/carer's leave entitlements, subject to the following requirements. The personal leave provided will only cover the duration of the appointment and reasonable travelling time. Approval for the appointment must occur prior to accessing the leave and is subject to the evidence requirements for personal/carer's leave. The Employee will also endeavour to arrange the appointment, where possible, at either the start or end of their rostered shift.

Where an Employee seeks to use personal leave for the purpose of a planned medical procedure, notice must be provided to the Employer as soon as practicable, providing as much notice as possible. Where it can be so arranged, notice will be provided in advance of the issuing of the fortnightly roster.

APPENDIX B - GENDER TRANSITION SUPPORT LEAVE

- 1.1 This clause outlines the leave and other support provided to employees in circumstances of gender transition.
- 1.2 The parties recognise the importance of providing a supportive environment for employees undertaking gender transition.
- 1.3 Employees who identify as transgender, and you wish to adopt a gender that is different to their birth sex, may take up to 4 weeks paid transition support leave (in a leave block, or one or more blocks) and 1 year unpaid gender transition support leave to undertake the process of transitioning gender. The process of transitioning gender may involve a change of name, chosen style or address and pronouns, adopting the dress and style of presentation of the gender they identify with, sex reassignment surgery and/or hormone replacement therapy. The 1 year unpaid gender transition support leave is inclusive of any paid transition support leave or other paid leave (such as annual leave or long service leave, which may be taken concurrently).
- 1.4 When the employee returns to work after unpaid gender transition support leave, they will return to their substantive position, unless the position no longer exists (in which case clause XX (redundancy) will apply).
- 1.5 Employees who are transitioning or considering transitioning to a different gender can access confidential, professional counselling and support services provided by the employer.
- 1.6 Employees must give their employer as much notice as possible, but at least 4 weeks' notice, of when they would like to take gender transition support leave. If an employee cannot give at least 4 weeks' notice, a lesser period of notice may be agreed. The employer may require evidence about the reason for the absence on gender transition leave. This may include a medical certificate or a statutory declaration.
- 1.7 During any paid gender transition support leave, an employee will be paid their base rate of pay for the ordinary hours that would otherwise have been worked.
- 1.8 Unless otherwise agreed, an employee must have at least 12 months continuous service before taking transition support leave. This clause does not apply to casual employees.

APPENDIX C - QUALIFICATIONS ALLOWANCE

An employee will be entitled to a qualification allowance as set out below.

An employee who holds a Certificate or qualification including trade (which is in addition to the minimum qualification held by other employees employed at this level) in which it is demonstrated that a component of the qualification is applicable to his or her area of practice and/or work will be paid the following allowance:

- a Certificate or qualification totalling a minimum of 140 nominal classroom hours (or a course of a minimum six months duration), at the rate of 4% of their applicable weekly pay rate for all hours worked as prescribed in Schedule A.
- a Certificate or qualification (or at least three Certificates of attainment for units of competency toward a Diploma or Advanced Diploma) totalling a minimum of 280 nominal classroom hours (or a course of a minimum twelve months duration), at the rate of 7.5% of their applicable weekly pay rate for all hours worked as prescribed in Schedule A.

Provided that only one allowance is payable to each eligible employee, being the allowance for the highest qualification or greater number of Certificates held, and provided that the Certificate or Certificates of attainment or qualification is relevant to the work performed.

An employee claiming entitlements to a qualification allowance must provide the employer with evidence of that employee holding the Certificate/s or qualification for which the entitlement is claimed. Payment will be from the first pay period on or after evidence or the qualification is submitted to the employer (including where the employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

For the avoidance of doubt, a qualification allowance cannot be claimed by an employee in respect of that person's base qualification.

The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, these allowances are added to those components detailed at Clause 47 of this Agreement. For the avoidance of doubt, the employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% .

APPENDIX D - MENSTRUATION LEAVE

Employees who suffer menstruation related conditions (for example, endometriosis) will be entitled to a maximum of one (1) day's leave per month or up to twelve (12) days paid Menstruation Leave per year without such leave being deducted from Personal Leave. In order to access this leave, the employee must provide written verification from a Medical Practitioner, on an annual basis, certifying that the discomfort can render the employee unfit for work.

APPENDIX E – FLEXIBLE WORKING ARRANGEMENTS

- 1.1 The right to request a flexibility arrangement under this clause is in addition to the right contained in the NES of an Employee to request a change in working arrangements in accordance with s 65 of the Act in circumstances where the Employee is:
- (a) the parent or has the responsibility for the care of a child who is of school age or younger;
 - (b) a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, who requires care or support because the member is experiencing violence from the member's family.
- 1.2 A request must be in writing and set out the detailed reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only refuse the request on reasonable business grounds (as defined in s 65(5A) of the Act.)
- 1.3 To avoid doubt, and without the above, an Employee who:
- 1.1.1 is a parent, or has responsibility for the care, of a child; and
 - 1.1.2 is returning to work after taking leave in relation to the birth or adoption of the child; may request to work part-time to assist the Employee to care for the child.
- 1.4 The Employee is not entitled to make a request unless:
- (a) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
 - (b) for a casual employee – the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

1.5 Responding to the request

Before responding to a request, the Employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

1.6 What the written response must include if the Employer refuses the request

- (a) If the Employer refuses the request and has not reached an agreement with the employee the written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the Employer and employee could not agree on a change in working arrangements, the written response under s.65(4) must:
 - i. state whether or not there are any changes in working arrangements that the Employer can offer the employee so as to better accommodate the employee's circumstances; and
 - ii. if the Employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

1.7 What the written response must include if a different change in working arrangements is agreed

If the Employer and the employee reached an agreement on a change in working arrangements that differs from that initially requested by the employee, the Employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

APPENDIX F - GRANDPARENT LEAVE

- 1.1 Grandparental leave is designed to enable employees to spend time with their grandchildren.

Paid leave

- 1.2 Paid grandparental leave can only be accessed by employees with five or more years continuous service.
- 1.3 An employee may access up to 10 days paid grandparental leave in the 12 month period after the birth or placement of their grandchild.
- 1.4 The paid leave will be deducted from the employee's personal leave on production of evidence that would satisfy a reasonable person. This paid grandparental leave may be taken in a single block, a number of blocks a regular day each week or some other agreed arrangement.
- 1.5 An employee will only be able to access a maximum of 10 days paid grandparental leave in any 12 month period.

Unpaid leave

- 1.6 Unpaid grandparental leave can only be accessed by employees with at least 12 months continuous service.
- 1.7 An employee may take unpaid grandparental leave for up to 1 year so that they can provide care for their grandchild before they turn 6 years of age. The employer must consult with the employee and agree upon how the unpaid grandparental leave will be taken – in a single block, a number of blocks, a regular day each week or some other agreed arrangement.
- 1.8 When the employee returns to work after unpaid grandparental leave, they will return to their substantive position, unless the position no longer exists (in which case clause XX (redundancy) will apply after consultation and redeployment opportunities exhausted.
- 1.9 In order to apply for unpaid grandparental leave, the employee must provide at least 10 weeks notice of the proposed commencement date.
- 1.10 An application for unpaid grandparental leave will not be unreasonably refused, but an employer may require production of evidence that would satisfy a reasonable person. When determining an application for grandparental leave and the specific leave arrangement, the employer will have regard to:
- a) The employee's personal circumstances, including family responsibilities;
 - b) The employee's emotional and physical wellbeing; and
 - c) The needs of the workplace.

APPENDIX G - WORKLOAD MANAGEMENT

The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality patient care and providing a safe workplace.

Should any Employee feel the workloads are unreasonably heavy on a regular basis, they have a responsibility to discuss their concerns with their Manager. The Employer is obliged to investigate the concerns and provide a response to the Employee and take any necessary action. If requested by the Employee, the response can be in writing. If appropriate action is not taken to address the workload issues, the Employee may utilise the Dispute Resolution Procedure of this Agreement.

APPENDIX H - ANTI-BULLYING

1. Definitions.

- 1.1. An employee is bullied at work if:
 - 1.1.1. An individual or a group of individuals repeatedly behaves unreasonably towards the employee, or a group of employees of which the employee is a member; and
 - 1.1.2. That behaviour creates a risk to health and safety.
- 1.2. **Bullying Incident** means a single incident of unreasonable behaviour that if repeated could constitute bullying.
- 1.3. **Unreasonable behaviour/behaves unreasonably** includes unreasonable management action, or management action carried out in an unreasonable manner.
- 1.4. **HSR** means Health and Safety Representative elected under the Occupational Health and Safety Act 2004.

2. Preventing bullying

- 2.1. Employers commit to ensuring, so far as is reasonably practicable, a workplace that is free of bullying.
- 2.2. Within 6 months of this agreement being approved by the Commission, Employers will:
 - 2.2.1. Publish a new bullying policy that is in line with the terms of this clause. The new bullying policy will be created by agreement with the union.
 - 2.2.2. Establish a Bullying Committee in line with sub-clause 5.
 - 2.2.3. In consultation with the union and HSRs - and applying the hierarchy of control - review, revise and implement risk controls for all bullying risk factors, including but not limited to:
 - 2.2.3.1. Leadership/Management styles
 - 2.2.3.2. Work Systems
 - 2.2.3.3. Work relationships
 - 2.2.3.4. Workforce characteristics
 - 2.2.3.5. Organisational Change
 - 2.2.4. Implement a bullying incident reporting system that:
 - 2.2.4.1. Is agreed with the union and HSRs; and
 - 2.2.4.2. Ensures HSRs are notified about any bullying incident that is reported by an employee in their DWG.
- 2.3. Within 12 months of this agreement being approved by the Commission, Employers will:
 - 2.3.1. Train all managers and executives in:
 - 2.3.1.1. new bullying policy,
 - 2.3.1.2. bullying incident reporting system
 - 2.3.1.3. bullying committee
 - 2.3.1.4. how to provide a psychologically safe workplace and psychologically safe systems of work

- 2.3.2. Train all employees in:
 - 2.3.2.1. new bullying policy,
 - 2.3.2.2. bullying incident reporting system
 - 2.3.2.3. bullying committee.

3. Bullying Incident Complaints

- 3.1. Employers recognise that stopping one off incidents escalating into a pattern of behaviour that constitutes bullying is critical to preventing bullying in the workplace.
- 3.2. All reports about an alleged bullying incident must be investigated.
 - 3.2.1. Where an employee or employees reports a bullying incident, [employer] must investigate the alleged bullying incident.
 - 3.2.2. Within 24 hours of the report being made:
 - 3.2.2.1. The report must be provided to an HSR in the designated work group to which the employee making the report belongs.
 - 3.2.2.2. Employers must start an investigation which concludes within a reasonable timeframe. Unless extraordinary circumstances exist, a reasonable timeframe is 7-14 days.
- 3.3. When Employers investigate a bullying incident, it must do so having regard to the following:
 - 3.3.1. The appointment of an impartial and appropriately skilled person to investigate. Where no such individual exists within the organization an external independent investigator shall be appointed;
 - 3.3.2. The principles of natural justice;
 - 3.3.3. The right of the person making the report to not be victimised for making the report;
 - 3.3.4. The investigation and its outcome being documented and copies provided to all persons involved in the investigation.
- 3.4. If the report concludes that a bullying incident occurred, [employer] must:
 - 3.4.1. Ensure that the risk of bullying is controlled so far as is reasonably practicable; and
 - 3.4.2. in consultation with the union and HSRs, review and revise its applicable bullying risk control.

4. Review and revision of risk controls

- 4.1. Employers must review and, if necessary, revise any measures implemented to control bullying risks:
 - 4.1.1. Before any change is made to any thing, process or system of work; or
 - 4.1.2. If new or additional information about bullying becomes available to Employers or the Bullying Committee; or
 - 4.1.3. If clause 3.4.2 is enlived; or
 - 4.1.4. After any alleged bullying incident occurs which is a notifiable incident under Part 5 of the Occupational Health and Safety Act 2004; or
 - 4.1.5. If, for any other reason, the risk control measures do not adequately control the risks; or

4.1.6. After receiving a request from an HSR or the Bullying Committee.

5. Bullying Committee

- 5.1. The Employer will establish a bullying committee comprised of: three union representatives and three Employer representatives.
- 5.2. The bullying committee will meet twice a year.
- 5.3. The bullying committee will:
 - 5.3.1. Review every bullying incident that has been reported since the last meeting of the committee;
 - 5.3.2. Review training records to ensure all managers and employees have received appropriate training at least once a year;
 - 5.3.3. Review the bullying policy.
- 5.4. The bullying committee may:
 - 5.4.1. Recommend improvements to the bullying controls currently in place;
 - 5.4.2. Recommend improvements to the training staff receive on bullying;
 - 5.4.3. Request that the Employer review and revise its bullying risk controls.