

HammondCare Log of Claims

Dear Member,

Following extensive consultation with members and hundreds of responses to our online survey, the union has compiled your HSU Log of Claims. These claims represent the top workplace issues for union members and address key areas such as fair pay, job security, staffing levels and ensuring that everyone has fair conditions at work. We will be working hard to make positive gains to your enterprise agreement and ensure that your important entitlements are not lost or given up.

These HSU claims call on management to:

- Offer a fair pay increase that rewards the hard work that you do;
- Ensure that staffing levels meet the care needs of residents while providing workers with a decent work/life balance;
- Protect your penalty rates and working conditions;
- Improve communication so that your rights and conditions at work are enforced and staff have better consultation about their work;
- Pay staff fairly when travelling excessive distances for work.

Attached is the full list of claims. Please share these with your colleagues so they know exactly what union members are campaigning for. If your colleagues are not yet HSU members but support our campaign, ask them to join today by going online to www.hsu.asn.au/join or by calling 1300 478 679.

For community care workers we are also campaigning to make sure that important issues like working broken multiple shifts, travelling excessive distances without pay and being required to be 'on call' – without any on call allowance – are fixed.

We are also campaigning to make sure that everyone gets to take their breaks, or be properly paid if they have to work through them. This is a huge issue for HSU members and one that we need to clear up in this agreement.

Our next bargaining meeting is scheduled for Monday 16 July. We will let you know what happens at that meeting and keep members up to date. We are also waiting to receive a written copy of management's log of claims which we will go through and report back on their proposed changes to HSU members.

Remember, if your colleagues aren't members then they might not know what's going on. Ask them to join online at www.hsu.asn.au/join or by calling 1300 478 679 so they can stay up to date. The stronger and more united we are, the better outcome union members can get.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD



HammondCare Residential Care & HammondCare At Home Enterprise Agreements HSU Log of Claims (Without Prejudice)

The proposed Agreements will contain all legally allowed conditions in the existing Agreements (except where varied by this claim), as well as those mandated by the Fair Work Act 2009.

The HammondCare Dementia Specific Employees, Residential Nurses, Care and Support Services Enterprise Agreement 2016 and the HammondCare HammondAtHome Care Worker Enterprise Agreement 2015 are the base documents that negotiations will proceed from.

Agreement Operation

1. **Term and renegotiation of Agreement:** 3 year (dependant on wage outcomes) with obligation to renegotiate within 6 months of expiry.
2. **Maintain existing entitlements:** All existing benefits in the current agreements to be maintained.

Wages & Allowances

3. **Wages and Allowances:** 5% wage increases per annum to wages and allowances.
4. **Salary Sacrifice:** Enhance the salary sacrifice program and make it available to all staff.

Staffing Issues

5. **Backfilling:** Include an obligation on management to backfill in the event of leave or other absences (such as training). Include a shift loading or allowance commensurate to the level of short staffing where the obligation is not met.
6. **Enhance workload management clause:** Include positive obligations on management to monitor workloads and report on levels of staffing at staff meetings and through consultation arrangements. Facilitate better feedback and consultation with staff about workloads and roster issues at regular team meetings and agree on reasonable timeframes to respond to issues raised.
7. **Regular rosters:** Staff to be given regularly rostered shifts to enable them to plan their lives. Rosters to be developed in consultation with staff. Part-time staff to be provided with their regularly pattern of work in letter of appointment, as per Aged Care Award 2010.
8. **Review of staff levels:** Commitment to work with the HSU to formally review staffing levels across all classifications, during the life of the Agreement, Review to focus on determining adequate staff to resident ratios, for the level of care expected as well as hours of work required to get work done in areas such as laundry and kitchens.
9. **Reasonable staff ratios:** A ratio of at least 1:5 care employees to residents, to ensure fair and reasonable workloads. A greater employee to resident ratio may be needed where collective acuity is more extreme.

10. **Career path development:** Structured and supported pathways for employees to grow their skills, knowledge and experience in the sector, which can be recognised through higher classifications. Provide specialist classifications, including relevant training, to support expert practitioners in specific areas, such as dementia care and palliative care.

Job Security

11. **Preference of engagement:** Permanent employees (full-time and part-time) to be offered vacant shifts before casuals or agency staff.
12. **Outsourcing arrangements:** Where the employer chooses to outsource any work, it will ensure that the workers performing that work are paid and subject to the same terms and conditions of employment that apply under the Agreement.
13. **Maintain professional workforce:** Clear commitments that our paid, professional workforce will not be replaced by volunteers.
14. **Increased minimum engagement:** Increase the minimum engagement of part time employees to 3 hours, to provide further job stability.

Consultation and Relationship with Management

15. **Peak consultative committee:** Establish a consultative committee made up of employees and management to discuss workplace issues (including workloads and care standards) to improve communication and consultation. Meetings to occur on a minimum quarterly basis.
16. **Enforcement of agreement:** Members reported many provisions of the current agreement not properly being enforced, e.g. classification responsibilities being blurred, casual conversion not being met, regrading requests not being answered, breaks not being taken, required training not being provided. A standing item of the above consultative committee is to monitor the implementation of the current agreement.

Health and Safety

17. **Violence at work:** Members reported violence from residents, particularly acute dementia sufferers. Implement new guidelines around violence at work, including reasonable staff levels to manage violent residents and provide training and support to manage this.

Employee Leave

18. **Paid parental leave:** Update clause to ensure adoption leave is equal for primary carers.
19. **Natural disaster leave:** 3 days dedicated leave where an employee is unable to attend work due to adverse weather which either prevents or threatens life or property.
20. **Domestic violence leave:** 10 days paid leave per annum dedicated for this purpose, access to counselling services, and requests for flexibility and changing of hours be granted to assist victims of domestic violence.
21. **Payslips:** All leave balances to be displayed on employee payslips.

Community and Home Care

22. **Paid KMs for excessive driving:** Home care workers are asked to drive excessive distances without any pay. This is particularly acute in regional areas. We propose a 20-kilometer limit be placed on this and any travel more than that distance be paid travel.
23. **Public holidays:** Clear statement in the agreement that staff will know 2 weeks in advance who is rostered to work on an upcoming public holiday. Also clear definition of when staff should expect to work a public holiday and clear rules about requesting to have a public not worked.
24. **Scheduled breaks:** Community care workers to have all daily breaks built into their running schedule, to ensure that breaks are taken at an appropriate time. If a meal 'break' is to be taken with a client (and is not a break, but a paid meal time) this should be planned where possible and reflected on the schedule, so that workers have clear expectation that they will be paid for their meal time.
25. **Clear rules around being 'on-call':** If workers are required to carry their phone to respond to calls and be ready to attend work, then they must be paid a reasonable 'on-call' allowance. If workers are not required to respond to calls or attend work (i.e. they have worked already worked their contracted hours for the fortnight) then the agreement must clarify that they do not need to carry their phone as they are not paid for this. This mitigates any potential disciplinary action in the future.
26. **Clear rules around being 'available':** Update agreement with clear words explaining the purpose of being 'available' to work. Clearly define that being 'available' is not being 'on call' and the availability to work is determined by the employee, not the employer.
27. **Handovers and risk assessment to be paid:** Clear words in the agreement explaining that suitable time will be provided so that all worked will be paid. Staff are not to do unpaid work, such as out of hours handovers or risk assessments, in their own time. Liaise with schedulers to ensure sufficient time is factored in to daily schedule and provide words in agreement to protect against unforeseen circumstances.
28. **Car insurance assistance:** HammondCare to assist community care workers with the cost of comprehensive car insurance, particularly to assist workers who use their personal vehicle to transport clients.
29. **Weekend travel time at weekend rates:** To ensure compensation for having to work on weekends, provide clear wording in the agreement ensuring that weekend travel time is paid at weekend rates.
30. **All travel time to be paid on broken shifts:** Travel between a client's location back home, and then to a subsequent engagement after a 'break', to be paid as travel time. Multiple 'breaks' in a day are particular disruptive to employees and may require the employee to travel excessive distances.
31. **Increase broken shift allowance:** Increase the broken shift allowance and include further payment for additional breaks. Multiple 'breaks' in a day are particular disruptive to employees and may require the employee to travel excessive distances.

Strathearn Issues

32. **Back pay:** Strathearn to receive back pay for the unique position of having gone without pay increases for over 12 months.
33. **Classification review:** Review classifications to ensure that the value of the work performed is properly reflected. For example, the skills of staff includes a range of care, kitchen, laundry functions and staff should be recognised for having a broad range of skills, knowledge and experience.

Union Matters

34. **Union noticeboard:** Access to a notice board for union representatives to place relevant material.
35. **Inductions:** Structured process for union officials to welcome new employees to the organisation and discuss with them the benefits of being a union member.
36. **Paid union delegate leave:** Paid leave, of up to 5 days per year, for union delegates to attend approved union training and/or the HSU annual conference. Requests for leave for delegates to be provided by the union, 4 weeks in advance of the absence.

Rights Reserved

The HSU reserves the right to add or remove claims from the log during the negotiations dependent upon the employer's claims and progress of negotiations.