

Health Services Union NSW

Employment Policy

This is the Employment Policy adopted on 22 November 2012 by Michael Moore as Administrator of Health Services Union NSW exercising the powers of the Union Council.

Revised 28 March 2017 – policy review adopted by Union Council

EMPLOYMENT POLICY

The union rules and the provisions of the *Industrial Relations Act 1996 (NSW)* will prevail over the terms of the policy to the extent of any inconsistency.

1. RECRUITMENT AND TERMINATION OF EMPLOYMENT OVERVIEW

- 1.1 The Union's Manager with human resources responsibilities is responsible for overseeing all aspects of recruitment and termination of employment processes.
- 1.2 All employed organisers must comply with the legislative requirements to have a current workplace permit.
- 1.3 All job vacancies will be posted on the Union's website, and copies of the selection criteria will be made available from the Manager.

2. RECRUITMENT

- 2.1 All recruitment and selection will be based on merit.
- 2.2 Normally, persons related to any official or employee of the Union will not be employed by the Union.
- 2.3 No person on the selection panel may be related to the applicant.
- 2.4 All members of an interview panel must complete a Conflict of Interest Form in relation to all candidates to be interviewed, prior to any interviews being conducted. This is to advise whether there are matters which might give rise to a real or perceived conflict of interest including any prior relationship, friendship or association with the other contracted party.
- 2.5 Where any conflict exists including a prior friendship, relationship or association, the selection panel member may need to be excluded from the interview and selection process and an alternate panel member appointed to conduct interviews and selection.
- 2.6 An applicant must not be offered a job at the HSU prior to this process being undertaken.
- 2.7 The employment of a candidate will not begin until this process has been followed and it is clear that nothing exists to prevent the employment of the candidate.
- 2.8 Where an offer of employment is to be made to a successful candidate, employment will not begin until all associated paperwork has been provided to the Chief Financial Officer including Letter of Offer from the Secretary, Conflict of

Interest Forms, resume/application by the successful candidate and the Report by the members of the selection panel.

- 2.9 If an applicant recommended by the selection panel is related or associated with an official or an employee of the Union, the recommendation for employment must be approved by the Union Committee, and reasons documented and reported to Union Council.

3. ELIGIBILITY LIST FOLLOWING INTERVIEWS

- 3.1 Where a selection process has been properly conducted for a role at the HSU, the applications may be kept on file and subsequently used to make a selection for the same role again, within 6 months of the original interviews being conducted, without the need for re-advertising the position.

4. STAFF INDUCTION

- 4.1 When a new employee commences with the Union, an induction program will provide the necessary information, orientation and training so that he or she can enjoy a smooth integration into the workplace. Much of the structured induction will occur within the first four weeks of an employee's commencement.
- 4.2 Each new employee will be given a copy of the HSU Policies and Rules and required to sign a declaration that she or he has read, understood and agreed to observe the Union Rules, policies and procedures.
- 4.3 For new staff, the induction period will run concurrently with and support his or her probation period.

5. STAFF PROBATION

- 5.1 Unless otherwise agreed in writing, all new employees (excluding casual staff) will be on probation for six (6) months. This period is used to determine whether the employee can satisfactorily carry out the duties of the position. During the probationary period the following should occur:
- 5.1.1 The employee will meet with her or his supervisor to establish a work plan and develop strategies to carry out his or her duties in accordance with the job description.
 - 5.1.2 The employee will participate in an induction program.
 - 5.1.3 The employee will discuss with his or her supervisor any issues that may affect the employee's performance.
 - 5.1.4 The employee will gain access to training and development, mentoring and coaching, to help her or him meet the established goals.

- 5.2 During the probationary period, two written formal review assessments will occur (during weeks 10–12 and week 20), and there may also be an informal assessment. The formal assessments will be completed by the supervisor with input from the employee. The employee will be provided with the review assessment reports prior to the review by the Manager.
- 5.3 Prior to the completion of the probation period at 24 weeks, the review assessment reports will be reviewed by the Manager and the employee notified in writing of the outcome.

6. OBLIGATIONS OF EMPLOYEES

- 6.1 Employees will:
- 6.1.1 perform their duties to the best of their abilities and knowledge;
 - 6.1.2 comply with the Union's Code of Conduct;
 - 6.1.3 use all reasonable efforts to promote the interests of the Union;
 - 6.1.4 act in the Union's best interests;
 - 6.1.5 comply with Union policies and procedures;
 - 6.1.6 not engage in any activity that is in conflict with their employment.
- 6.2 Employees will not be penalised if during the course of carrying out their duties their Workplace Permit is cancelled if they were acting within the direction of their supervisor.
- 6.3 Employees need to be aware of the Union's policy in relation to workplace privacy and the conditions imposed in relation to the non-disclosure of information to third parties, use of email, the internet and social media. Employees' access to personal data is subject to audit.
- 6.4 As an individual member of the community, an employee has the right to enter into public debate on political and social issues, but it must be made clear that the employee's view is not the Union's view.

7. CONSULTATION

- 7.1 The Union is committed to consulting employees about achieving the Union's goals and objectives, as well as workplace changes.
- 7.2 Following Union Committee meetings, the Secretary (or a nominee) will report to employees about any workplace issues.

8. THE RIGHTS OF WORKPLACE REPRESENTATIVES

- 8.1 The Union recognises the critical role of workplace representatives to assist and protect the interests of members.
- 8.2 The rights of workplace representatives include:
- 8.2.1 the right to perform their role as workplace representatives without any discrimination in their employment from management
 - 8.2.2 the right to speak on behalf of employees in their workplace
 - 8.2.3 the right to bargain collectively on behalf of employees
 - 8.2.4 the right to consult and access reasonable information about the workplace
 - 8.2.5 the right to access Union facilities to distribute Union material and request feedback
 - 8.2.6 the right to reimbursement for expenses incurred in representing the interests of employees in the workplace and other Union Sub Branches
 - 8.2.7 the right to call meetings with members and management in the workplace
- 8.3 Workplace representatives should ensure that they comply with the Union Rules and the policies of the workplace when acting on behalf of members.

9. PERFORMANCE MANAGEMENT

- 9.1 Employees are critical to the success of the Union in meeting its objectives and goals. The elected leadership is accountable to the membership for setting and meeting these goals and objectives.
- 9.2 The Union will ensure that employees have:
- 9.2.1 a clear goal plan; that the tasks to be performed are realistic for the expected timeframe and outcome; and
 - 9.2.2 a clear direction on how the work is to be done and to what standard.
- 9.3 The Union will assist employees by:
- 9.3.1 communicating their needs effectively;
 - 9.3.2 providing training; and
 - 9.3.3 recognising an employee's good performance.

9.4 Managers and supervisors are responsible for reviewing performance and conduct regularly and providing training where needed.

9.5 Where managers and supervisors identify unsatisfactory performance or conduct, clause 11 – Unsatisfactory Performance or Conduct - of this policy will apply.

10. WAGE INCREASES

10.1 Wage increases granted due to work performance, or wage increases associated with incremental progression on the salary scale, will only be paid when a letter from the Secretary authorising the pay increase and a written performance appraisal, have been supplied to the Chief Financial Officer, to be placed on the employee's personnel file.

11. UNSATISFACTORY PERFORMANCE OR CONDUCT

11.1 The following steps specify the process for identifying and managing unsatisfactory performance or conduct:

STEP 1

The employee's supervisor will arrange a meeting and give 24 hours written notice to the employee, including details of the place and time of the meeting and the unsatisfactory performance or conduct and any supporting documentation.

The employee may elect to have a representative present. A record of the meeting will be issued to each party and the employee's supervisor will specify what action needs to be taken, which may be:

- No further action
- Verbal warning
- A Performance Improvement Plan that clearly records the standard of performance or conduct required.

STEP 2

Four weeks (or other period as specified in the Performance Improvement Plan) after the first meeting, another meeting will be held to assess whether the required standard has been met.

If it has not been met the employee will receive both verbal and written notification. That advice will constitute a formal warning and, if unsatisfactory performance or conduct persists it may result in a termination of employment.

STEP 3

One month after the second meeting a final meeting will be arranged to determine whether an acceptable standard has been achieved. If not, the employee's employment may be terminated, provided that the principles of natural justice have been applied, namely:

- That the employee's supervisor has acted fairly and without bias;
- That the employee is aware of the decision and its effect;
- That all the arguments have been heard before a decision was made;
- That the employee has had an opportunity to respond to adverse reports of his or her performance; and
- That the employee is provided with a written copy of the decision. If this cannot be done immediately, the employee may be suspended with pay until a written document is provided.

11.2 All copies of documentation must be retained on the employee's personnel file.

12. SERIOUS MISCONDUCT

12.1 Serious misconduct could result in dismissal and may include, but is not limited to:

- 12.1.1 theft;
 - 12.1.2 negligently endangering the health and safety of another person;
 - 12.1.3 assault;
 - 12.1.4 criminal activity;
 - 12.1.5 improperly accessing personal information about members or employees of the Union;
 - 12.1.6 a serious breach of trust;
 - 12.1.7 failure to follow a reasonable direction.
- 12.2 If a serious disciplinary matter is identified the Secretary must be informed immediately and a meeting called, giving the employee notice of the meeting and the opportunity to bring a representative. A written record of the meeting should be made.

- 12.3 Until the incident has been fully investigated and a decision made the relevant official or nominated delegate should counsel the employee, or suspension may be warranted depending on the seriousness of the breach.
- 12.4 If after the investigation, management can demonstrate that the employee engaged in serious misconduct of a kind that would make it unreasonable for the Union to continue the employment contract, the employee's employment may be terminated, provided that:
- 12.4.1 The Secretary (or nominated delegate) has investigated the facts and presented them to the employee, along with objective supporting evidence.
 - 12.4.2 The Secretary (or nominated delegate) has demonstrated to the employee that he or she should have been aware that his or her employment would be terminated following such misconduct.
 - 12.4.3 The employee has been given an opportunity to provide a reasonable explanation.
 - 12.4.4 The employee's explanation is not reasonable and acceptable.
 - 12.4.5 The employee has been given a written explanation by the Secretary (or nominated delegate) of the point above. If this cannot be done immediately, the employee may be suspended with pay until a written document is provided.

13. DISPUTE RESOLUTION

- 13.1 It is the responsibility of the Union and employees to take reasonable and genuine steps to prevent or settle disputes as soon as possible:
- 13.1.1 Disagreements should be fully discussed between employees and their supervisor when they occur, and workplace representatives may work with and assist with resolution. Where disagreements cannot be resolved a written record must be made and each party given a copy.
 - 13.1.2 If a safety matter is involved, such as that employees and the work environment are deemed unsafe, suitable alternative work should be found until the issue is resolved.

PROCEDURE

- 13.2 It is important that the affected parties meet as soon as possible to discuss their differences unless it is inappropriate.
- 13.3 If the issue is not resolved, the dispute must be referred to the Secretary (or nominated delegate).
- 13.4 If the dispute remains unresolved a mediator will be appointed to assist.
- 13.5 A mediator can be appointed at any time during the dispute resolution procedure. The mediator must be experienced in workplace disputes and be approved by the parties concerned.
- 13.6 During the mediation a resolution may be suggested.
- 13.7 A resolution will require both parties to agree with the mediated or settled outcome.
- 13.8 Any costs will be met by the Union.

14. POLICY VERSION CONTROL

Date	Authorisation	Version number	Change summary
22 November 2012	Administrator	1.0	Original
28 March 2017	Council	1.1	Policy review