

Guide Dogs NSW/ACT Enterprise Agreement Update

Dear Member,

Bargaining continues for your new Enterprise Agreement. At our last meeting, the HSU and independent bargaining representatives presented your log of claims and management have since sent their position to all staff. Please find it attached to this newsletter

Whilst there are a number of positives to come from this – including a commitment to paid parental leave, inclusions of service dogs as part of a employees' family for leave etc., and the removal of junior rates of pay – there is still a long way to go. Management have also agreed to work with the HSU and independent bargaining representatives on the classification structures and salary structures.

Unfortunately, management have gone to great lengths to disparage HSU and independent bargaining representatives' claims for pay increases, but have to date refused to put forward a pay offer. Furthermore, management have stated pay increases will only be back paid to 30 June 2019 if there is a successful vote before that date.

Management are also insisting that your pay increments will be linked to your annual performance reviews (no process has been developed yet) which leaves you at the mercy of your manager. They also insist upon maintaining a supported wage system, allowing them to pay workers with disabilities less money.

If you have feedback on management's responses, please forward it to HSU Industrial Officer Edmund Fry via email edmund.fry@hsu.asn.au.

If your colleagues are not yet HSU members, please ask them to support our campaign for a strong Enterprise Agreement by joining the union today – they can join online at www.hsu.asn.au/join or by calling 1300 478 679.

We need to stay active and united to get a good outcome, so please share this email with your colleagues and encourage everyone to get involved with the HSU campaign.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD

Agreement Name: **Guide Dogs NSW/ACT Enterprise Agreement 2019**

Agreement reference		HSU and bargaining representatives claim	GDN Response
Part A. TECHNICAL MATTERS			
2.1 Coverage	<p>Clause 2.1 (b) to read: <i>All employees who's position falls within the classifications of this agreement.</i></p> <p>Remove existing 2.1 (b) (i), (ii) & (iii), clause 2.2 and 2.3.</p> <p>Insert 2.1 (c): <i>the Health Services Union of NSW, ACT, QLD</i></p> <p>Remove clause 2.1 (b) (iii)</p>	<p>The change being sought would increase the coverage of the agreement to include managers who earn in excess of \$100,000 per year.</p> <p>GDN considers that employees in management roles who earn more than \$100,000 have a level of accountability and responsibility that is better suited to more flexible working arrangements that are more appropriately covered by employment contracts.</p> <p>We maintained our position on the exclusion of employees in management roles with a base salary of \$100,000 or more.</p>	
4. Commencement and duration	<p>Clause 4.2 to read: <i>The nominal expiry date is three years after the agreement has commenced.</i></p>	<p>The current draft agreement has a nominal expiry date of 30 June 2022. This approximately three years after we expect to be able to offer the agreement to employees and conduct a vote on the agreement.</p> <p>It is currently taking about 5 months for the Fair Work Commission to approve agreements. Under the proposal in the log of claims, the</p>	



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
		<p>nominal expiry date would not be known until 5 months after a successful vote on the agreement. Given the anticipated delay in approval of the Agreement we committed to a date of effect for the first pay increase in the agreement from the later of 01/07/19 or the date of a successful vote on the Agreement. We are expecting to be in a position to conduct a vote on the Agreement before the end of June this year. If the vote is successful this would allow for the first pay increase to apply from 1 July this year.</p> <p>GDN also considers that it is more sensible to have the agreement timeframes aligned with the financial year.</p>
Part B. REMUNERATION		
Insert new clause	<p>Insert clause detailing structure of salary packaging arrangements, specifically company car arrangements, mobile phones etc.</p> <p>New clause showing value of car package to be increased in line with EBA increases.</p>	<p>The taxation arrangements that allow employees to salary sacrifice a wide range of items without paying FBT are only available to employees because of the current legislation. These arrangements have been varied by government in the past and it is possible that this may occur again in the future. This is something that GDN has no control over.</p> <p>We are committed to continuing to make salary sacrificing available to employees at the maximum level available under the taxation arrangements that apply at any particular time, subject to there being no increase in costs to GDN.</p>

HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
		However, we did not agree to include details on the existing salary sacrificing arrangements and consider that this is better dealt with in policy so that changes are able to made to deal with any legislative change.
12. Junior Rate	Remove junior rates of pay clause	Agreed
15. Salary Increases	<p>Remove clause 15.1</p> <p>Clause 15.2 to read as follows:</p> <p><i>15.2 The base rates of pay in this Agreement will increase by:</i></p> <p style="margin-left: 40px;">(a) 5 per cent from 1 July 2019</p> <p style="margin-left: 40px;">(b) 5 per cent from 1 July 2020; and</p> <p style="margin-left: 40px;">(c) 5 per cent from 1 July 2021</p> <p>Insert new clause which will read:</p> <p><i>If at any point the National Minimum Wage increase handed down by the Fair Work Commission (or successor) is greater than the amount listed in clause 13.2, the National Minimum Wage increase shall apply.</i></p> <p>Insert new clause which will read:</p> <p><i>All allowances listed in this agreement will increase in accordance with clause 15.2</i></p>	<p>We rejected the claim for a 5 per cent per year pay increase for the following reasons:</p> <ul style="list-style-type: none"> • The pay increases would cost in excess of \$800k in the first year, \$1.7m in the second year and \$2.6m in the third year with a total cost of \$5.1m. • The claim for an annual pay increase of 5 per cent per year is more than double the average annual pay increases of 2.3 per cent that are being included in private sector (including not for profit) enterprise agreements. • We would not be able to justify such pay increases to our donors and benefactors and it would have a significant negative impact on the trust in the brand with an inevitable reduction in donor and bequest incomes. <p>We have not yet made a pay offer as we need to have a clearer understanding of the other costs in the agreement. However, the pay offer that we will make will be significantly less than 5 per cent per year.</p>

HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

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		<p>We also rejected the proposed new clause that would result in employees being paid the higher of the agreement pay increases or the national minimum wage increase handed down by the Fair Work Commission. The Fair Work Commission has been handing down larger pay increases over the past three years in order to move the minimum wage closer to the median wage. There has never been any intention by the Commission that this would set the standard for all other pay increases. Further, if all employers applied the higher increases in the national minimum wage, the Commission's aim of moving closer to the median wage would never be realised.</p> <p>We agreed to increase the non-reimbursement allowances in line with the pay increases in the agreement.</p>
16.3 Casual rates of pay	<p>Replace existing clause with:</p> <p><i>Casual loading is paid on top of any overtime payments to the employee.</i></p>	<p>We rejected this claim for the following reasons.</p> <ul style="list-style-type: none"> • The casual loading is a payment in lieu of access to paid leave and to compensate for the uncertainty of their work. Employees do not accrue leave during overtime, so there is no need to pay casual employees any loading in lieu of paid leave when working overtime. • Under the awards, casual employees do not receive the casual loading when they are working overtime.

HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

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18.1 Superannuation	<p>Replace existing clause with:</p> <p><i>Guide Dogs NSW/ACT will make superannuation contributions at the rate of 15% of the employee's ordinary time earnings.</i></p>	<p>This claim, combined with the claim for a 5 per cent per year pay increase, would result in a total increase in remuneration of 20.5 per cent over 3 years which is more than triple the average increase that is being included in private sector enterprise agreements.</p> <p>This would result in increased costs of \$1m in the first year, \$1.1m in the second year and \$1.3m in the third year of the agreement with a total cost of \$3.4m over the three years of the agreement.</p> <p>Given the above, we rejected the claim for the same reasons that we rejected the claim for 5 per cent per year pay increases.</p>
20. Classification structure	<p>Replace classification structure with one that resembles the awards with Grade, Level and Year level advancements.</p>	<p>We recognized that it is necessary to have detailed discussions during the negotiations about the Classification Structure to make sure that we get it right for the first Agreement.</p> <p>Your representative agreed with this and appeared to be an acceptance that what is proposed in the draft Agreement is a suitable basis for those discussions.</p> <p>The issue of level advancement is covered in the next point.</p>
21. Pay advancement	<p>Replace entire clause with a yearly increment not linked to performance reviews or management discretion.</p>	<p>One of our key objectives for the agreement is to contribute to the continued development of a high performance culture in the organisation. There are two key initiatives to achieve this outcome:</p> <ul style="list-style-type: none"> • limiting pay advancement within a classification level to employees who have exceeded expectations; and



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

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		<ul style="list-style-type: none"> • inclusion of a high performance payment for employees who have made a significant contribution to organisational outcomes. <p>To enable us to put in place the first of these initiatives, we set the minimum rates in each classification level at higher than the maximum pay rate for the highest equivalent classification level in the relevant award. In other words, we have gone straight to the top of the pay levels that apply in the award without the employee needing to work a set number of years and then provided an option for those employees who exceed to progress even further up the pay scale.</p> <p>If we were to agree to the claim that the pay advancement be a yearly increment without any performance reviews or management discretion as applies under the award, then the minimum rates would have been based on the minimum rates in the relevant award rather than the maximum rates.</p> <p>For all of the above reasons, we maintained our position on pay advancement within each classification level.</p>
23.1	Replace existing clause with: <i>Where an employee is a qualified dual specialist (ie Orientation and</i>	The current clause requires that the employee is not just qualified to work as both an Orientation and Mobility Specialist and Guide Dog Mobility Instructor, but is actually working in both roles.



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

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	<i>Mobility Specialist and a Guide Dog Mobility Instructor), the employee will be paid allowance of \$X per year</i>	<p>This applies what we believe is a fundamental principle that employees are paid for the work they do rather than the qualifications they hold and we rejected the claim for this reason.</p> <p>Your representatives presented arguments for expansion of this provision to cover a wider range of multi-disciplinary activities. We agreed to give consideration to the points that they raised before the negotiation meeting.</p>
Hours of Work		
26. Flexible Hours Arrangements	<p>Remove clause and replace with default 9-5, 19-day month with ADO.</p> <p>Allow for flexibility if requested by the employee.</p> <p>Pro-rata arrangements for part time employees to provide for ADOs</p>	<p>We have included a working hours arrangement that is superior to what is being sought in the log of claims. The arrangement that we have included allows employees to choose when they work their 35 weekly hours, subject to the constraints that are set out in the agreement.</p> <p>For employees who currently work 19 days over four weeks, they will be able to continue to do this unless it impacts negatively on the achievement of their outcomes or client service delivery. These arrangements were well supported by employees during the consultations.</p> <p>We expect that this item will be a major discussion point during the negotiations.</p>
29	Replace existing clause with:	Your representatives modified the Loge of Claims such that the 6.00am to 8.00pm span of hours would apply in the Guide Dog



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	<p><i>The span of hours in which ordinary hours may be worked without the payment of any penalty payments are 7.00 am to 7.00 pm, Monday to Friday</i></p>	<p>Production Stream. With the 7:00am to 7:00pm span of hours applying in other streams.</p> <p>The 6.00 am to 8.00 pm span of hours is what currently applies under the Social, Community, Home Care and Disability Services Industry Award. We included this span of hours for employees other than allied health professionals following concerns raised by employees about the impact on their service delivery if we had a more restricted span of hours such as was originally proposed by GDN.</p> <p>We confirmed that managers would not be able to require employees to start their ordinary hours as early as 6:00am or as late as 8:00pm (except where this is required to provide coverage of guide dog care arrangements at the GDC)and will review the wording in the draft Agreement to make sure that this is clear. This means that the broader span of hours would provide employees with additional flexibility under the flexible work arrangements.</p> <p>The 7.00 am to 7.00 pm span of hours for the allied health professionals needs to be included because it is what is included in the Health Professionals and Support Services Award.</p>

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		We have maintained our position on the span of hours for the above reasons.
36.1 Time in Lieu of Overtime	All time in lieu will be equal to the penalty rate payable (ie if the penalty rate is time and half, the worker will receive 1 ½ hours time in lieu for 1 hour of overtime worked.)	<p>The current award provides that time off in lieu of overtime is available on an hour for hour basis and by agreement with the employee and this is what we originally proposed.</p> <p>Based on strong feedback from employees during the consultations, we modified our approach to provide the time off in lieu at time and a half for weekends and public holidays. This is still only able to occur by agreement between GDN and the employee concerned.</p> <p>We believe that this enhancement to the award conditions is an appropriate level of compromise and have maintained our position.</p>
40.4 Sleepovers	Increase allowance to \$47.04 to match Social, Community, Home Care and Disability Services Industry Award 2010.	Agreed.
Employee Leave		
42.15 Annual Leave Loading	<p>Replace clause with:</p> <p><i>(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.</i></p>	Your representatives confirmed that they are seeking to have the annual leave loading paid as an additional payment rather than by deducting the value of the annual leave loading from your base salary. This additional payment would add a further 1.3 per cent to the remuneration claim taking the total increase over three years to 21.8 per cent and 11.8% in year one. This approach has been

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	<p><i>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</i></p> <p><i>(i) an annual leave loading of 17.5% of their ordinary rate of pay; or</i></p> <p><i>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</i></p>	<p>rejected for the same reasons as the 5 per cent pay increase and increase in superannuation have been rejected.</p> <p>Where annual leave loading is included in an employee's base rate of pay it attracts superannuation. This is not the case when it is paid as annual leave loading. Employees would therefore be worse off if we removed the value of annual leave loading from their current rate of pay and paid it as annual leave loading.</p> <p>We have maintained our position for the above reasons.</p>
44.1 Personal/Carers Leave	Increase leave entitlement to 15 days for each 12 months of work	<p>The national standard is 10 days per year and GDN considers that is an appropriate level of entitlement.</p> <p>However, we did offer a compromise that would include a discretion to approve up to an additional five days in any year where an employee does not have any paid personal/carer's leave available. This will be accessible on the production of a medical certificate.</p>
Insert new clause 44.6(b)(iii)	<i>an illness or injury of a service dog</i>	<p>It is not possible to include care of a service dog as one of the reasons for taking personal/carer's leave. This is a technical matter. Provisions such as this that have expanded the use of personal/carer's leave have been rejected by the Fair Work Commission in the past. This is because any use of the personal/carer's leave for the additional purpose would then reduce the amount of personal/carer's leave available for the</p>



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		<p>statutory reasons to less than 10 days and would then be in breach of the Fair Work Act.</p> <p>However, we did agree with the concept and agreed to include some provision for this under the special leave category.</p>
44.8 and 44.9 Personal/Carers Leave Evidence requirements	Remove clauses	<p>These clauses set out the circumstances where GDN can require an employee to provide a medical certificate.</p> <p>We explained to your representatives that removal of these clauses would result in GDN being able to request a medical certificate for every single absence.</p> <p>We suggested that they reconsider their position on this point.</p>
Insert new clause 45.1(c)	<i>an illness or injury of a service dog</i>	Agreed.
46.1 Compassionate Leave	Replace existing clause with: <i>A permanent or temporary employee is entitled to paid Compassionate Leave of up to three days for each occasion when a member of the employee's immediate family or household or service dog.</i>	Agreed.
48 Parental Leave	Insert entitlement to 18 weeks paid parental leave	<p>We advised that we are prepared to consider the inclusion of a modest level of paid parental leave but deferred determining what that level should be until the cost of the agreement is clearer.</p> <p>However, we did point out that it would be significantly less than 18 weeks.</p>

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48.2	Remove clause	<p>This clause defines the adoptions that are covered by the parental leave provisions and is the same as the Fair Work Act. Removal of the clause would provide an entitlement to parental leave for any adoption, including adoption of adults, children of the employee's partner and children who have lived with the employee for many years.</p> <p>We do not see any justification in changing the provisions that are included in the Fair Work Act and have maintained our position.</p>
48.12	Replace existing clause with: <i>Where the employee is taking a period of Parental Leave and the child dies, or the employee ceases to have a responsibility for the child, Guide Dogs NSW/ACT may provide the employee with no less than 12 weeks' notice that the Parental Leave is to cease.</i>	Agreed
New Clause: Cultural Leave/Ceremonial Leave	10 days per year and paid.	<p>We agreed to include up to 10 days of unpaid leave for Aboriginal or Torres Strait Islander employees for ceremonial purposes to recognise the special circumstances of our first Australians. However, we did not agree to extend this to a more broadly based provision that would apply to any cultural or ceremonial circumstances for all employees.</p> <p>We also did not support the leave being paid and noted that, while it is common to include unpaid leave in an agreement as we have proposed, it is very rare that the leave is included as paid leave.</p>

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		We did commit to reviewing the public holiday clause to ensure it provides an option for employees to seek to swap a public holiday for another day of cultural or religious significance.
51. Long Service Leave	<p>Replace existing clause with:</p> <p><i>Employees will accrue long service leave at a rate of 13 weeks' per 10 years of service.</i></p> <p><i>Pro-rate Long Service Leave will paid to employees if they resign or are terminated after 5 years service.</i></p>	We did not agree to any increase in long service leave or any more generous pro rata benefits on termination of employment. We consider that the benefits included in the NSW and ACT long service leave acts are an appropriate level of entitlement.
53 Special Leave	<p>Rename entitlement <i>Other Leave</i>.</p> <p>The definition of who is eligible for the entitlement needs to be expanded.</p>	We agreed to consider a proposed alternative wording for this leave category.
53.1	Increase entitlement from two weeks to four weeks.	Your representatives presented arguments in favor of their position which we agreed to consider before the next negotiation meeting.
53.1 (b)	<p>Replace existing clause with:</p> <p><i>the employee requires time off work in order to undertake a program or initiative that will have a positive impact on the employee's work capacity.</i></p>	Your representatives provided clarification that they were seeking recognition of activities directly associated with their impairment or disability that are not necessarily described as a program. We agreed with their position and will amend the clause to ensure that this is clear.
Allowances		



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57. On Call Allowances	<p>Insert clause 57.5 which shall read:</p> <p><i>Recalled to duty and return to work shall mean any requirement to perform work at or away from the workplace (including but not limited to phone calls, emails etc).</i></p>	<p>We agreed to amend the Agreement to provide for an overtime payment to apply where an employee designated to be on call is required to perform in excess of 30 minutes work while on call that is directly associated with their on call requirements.</p>
59.1 (b)	<p>Remove clause</p>	<p>Removal of this clause would mean that any employee who holds a first aid qualification would be paid the first aid allowance rather than limiting the payment to employees who are appointed as a first aid officer.</p> <p>We acknowledged that many of our client service employees are expected to have a current first aid qualification, but considered that their rate of pay already recognises that requirement.</p> <p>We maintained our position that limits the first aid allowance to employees who are appointed as the first aid officer.</p>
60. Travel Costs	<p>Insert the following amounts:</p> <p>(a) Breakfast \$40.00 (b) Lunch \$50.00 (c) Dinner \$60.00</p> <p>Hotel costs of \$250.00 per night</p>	<p>If these amounts are included in the agreement, employees would be required to pay income tax on the difference between the amounts set by the ATO and the amount paid to the employee. For information, the ATO amounts are currently set at:</p> <ul style="list-style-type: none"> • Breakfast - \$27.50 • Lunch - \$31.00 • Dinner - \$52.80 • Incidentals - \$19.70

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		<p>Similarly for the hotel costs, the amount sought in the log of claims is significantly higher than the amounts set by the ATO – the highest amount is \$188 per night for Sydney.</p> <p>We maintained our position that GDN would book and pay for accommodation and that we would pay an allowance to employees to cover meals and incidentals without any requirement to acquit those costs.</p> <p>We made the following offer:</p> <ul style="list-style-type: none"> • Where breakfast is covered under the accommodation costs - \$70 per day; • Where breakfast is not covered under the accommodation costs - \$100 per day.
Insert new clause	<p>Language Allowance</p> <p>An Allowance of \$40.00 per week will be paid to an employee who can speak multiple languages and uses their language skills in the performance of their duties.</p>	<p>We do not require or expect any employee to work in a language other than English and on this basis, we do not see any basis for such an allowance.</p>
Consultation		
61.2 Consultation	<p>Replace clause 61.2(a) with:</p>	<p>GDN's position is that it should be an employee's choice whether to be represented in any consultation process rather than mandating that we notify employee's representatives in the first instance.</p>



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	<p><i>Guide Dogs NSW/ACT must notify the relevant employees and their representatives of the decision to introduce the major change.</i></p> <p>Remove clause 61.4</p>	<p>The proposed change is also unworkable as we do not know whether employees have a representative and if so, the identity of their representative.</p> <p>The consultation clause is the model clause from the Fair Work Regulations and we consider that it is an appropriate level of obligation.</p>														
Redundancy																
66. Redundant payments	<p>Remove clause 66.1 and replace with:</p> <p><i>Minimum payments</i></p> <p><i>(a) Where the employee is under 45 years of age, the employer shall pay the employee</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Minimum Years of Service</i></th> <th style="text-align: left;"><i>Redundancy Pay Period</i></th> </tr> </thead> <tbody> <tr> <td><i>Less than 1 year</i></td> <td><i>Nil</i></td> </tr> <tr> <td><i>1 year and less than 2 years</i></td> <td><i>4 weeks pay</i></td> </tr> <tr> <td><i>2 years and less than 3 years</i></td> <td><i>7 weeks pay</i></td> </tr> <tr> <td><i>3 years and less than 4 years</i></td> <td><i>10 weeks pay</i></td> </tr> <tr> <td><i>4 years and less than 5 years</i></td> <td><i>12 weeks pay</i></td> </tr> <tr> <td><i>5 years and less than 6 years</i></td> <td><i>14 weeks pay</i></td> </tr> </tbody> </table>	<i>Minimum Years of Service</i>	<i>Redundancy Pay Period</i>	<i>Less than 1 year</i>	<i>Nil</i>	<i>1 year and less than 2 years</i>	<i>4 weeks pay</i>	<i>2 years and less than 3 years</i>	<i>7 weeks pay</i>	<i>3 years and less than 4 years</i>	<i>10 weeks pay</i>	<i>4 years and less than 5 years</i>	<i>12 weeks pay</i>	<i>5 years and less than 6 years</i>	<i>14 weeks pay</i>	<p>Your representatives advised that they intended to review their position on this item.</p>
<i>Minimum Years of Service</i>	<i>Redundancy Pay Period</i>															
<i>Less than 1 year</i>	<i>Nil</i>															
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70.4	<p>Replace existing clause with:</p> <p>An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.</p> <p>Table 1—Period of notice</p> <p>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</p> <p>Column 2 Period of notice</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Not more than 1 year</td> <td style="width: 40%;">1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </table> <p>Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.</p>	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>The inclusion in the draft agreement of the longer notice periods of two weeks in the first six months of employment and then four weeks is intended to minimize the gap between an employee’s departure and their replacement commencing. This then limits the additional workload pressures that would be placed on other members of the team.</p> <p>The proposal in the log of claims would retain those longer notice periods where it is GDN terminating the employee, but only require the lower notice periods from employees on resignation. We consider that unfair and believe that there should be equal obligations on both sides (other than the additional week of notice required by GDN for employees over 45 with at least 2 years’ service).</p> <p>Based on the above, we have maintained our current position.</p>
Not more than 1 year	1 week									
More than 1 year but not more than 3 years	2 weeks									
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Dispute Resolution										



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
72.1	Insert 72.1 (c): <i>Any matter pertaining to the relationship between the employer and employees</i>	<p>This change would open up the dispute settlement procedures to any dispute between an employee and GDN with the potential for the Fair Work Commission to decide the outcome of that dispute.</p> <p>Examples of what could be included under these provisions are:</p> <ul style="list-style-type: none">• an employee disputes a decision that the employee is not promoted;• a dispute about whether an underperformance process should commence. <p>By covering matters such as these under the dispute settlement procedures, including access to the Fair Work Commission, any process that is arbitrated by the Commission would take many months to be resolved.</p> <p>We advised your representatives that there is no circumstance in which we would agree to this change.</p>



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Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
72.6	<p>Replace existing clause with:</p> <p>While the parties are trying to resolve the dispute using the procedures in this term:</p> <p>(a) The status quo applying immediately prior to the dispute arising will apply unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and</p> <p>(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:</p> <p>(i) the work is not safe; or</p> <p>(ii) applicable occupational health and safety legislation would not permit the work to be performed; or (iii) the work is not appropriate for the employee to perform; or</p> <p>(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.</p>	<p>The current dispute settlement procedures require that, where there is a dispute, an employee must continue to perform his or her work as he or she would normally unless there is a reasonable concern about an imminent risk to the employee’s health and safety.</p> <p>The change proposed would go well beyond this and require that the status quo that applied immediately prior to the dispute would apply, again with the health and safety exclusion. This means that the decision or action that is subject to dispute could not be actioned until the dispute is resolved. If the matter is subject to arbitration by the Fair Work Commission, this could be six months or longer. This would be an untenable constraint on management decision making.</p> <p>We advised your representatives that there is no circumstance in which we would agree to this change.</p>
Appendix 1		



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
Salary amounts	<p>Specify this is exclusive of car and other salary package amounts</p> <p>The HSU seeks to enter into discussions concerning the salary levels and where workers fit in.</p>	<p>We agree that it is sensible to ensure the agreement provides a clear statement that the salary levels are before any salary sacrificing has occurred and that any benefits based on salary such as overtime, redundancy payments, etc would be calculated as though the salary sacrificing had not occurred. This is already covered in clause 17.2 in the draft agreement.</p> <p>We believe that covering this in the pay rate tables in appendix one is unnecessary and likely to confuse employees rather than provide them with additional clarity. However we agreed to consider a form of words to be provided by your representatives.</p>
Appendix 4		
Supported Wage System	Remove clause	<p>We do not support the removal of the supported wage system provisions. These provide an option for GDN to employee individuals with disability that is such that the individual can only perform part of a job. Where this is the case, the appendix defines an independent process to determine the rate of pay for the employee.</p> <p>We confirmed to your representatives that our position on this item is not indicative of any change in our current commitment to accommodate wherever possible employees with a disability and make the necessary adjustments to enable them to perform the full duties of their role.</p>



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Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
		This provision already exists under the award and we are seeking to retain that option in the event that there is an opportunity to provide some employment for an individual with such a disability.
Additional clauses		
Preservation of Royal Guide Dogs Conditions		
Insert new clause	Staff employed under Royal Guide Dogs should have all their conditions preserved including sick leave and long service leave.	We maintained our position that all employees should be subject to the same leave and working hours conditions. This will result in a reduction in personal/carer's leave accrual and long service leave accrual for a small number of employees.
Union Matters		
Trade Union Leave	10 days per year.	We do not support the inclusion of trade union leave as it is a benefit that would not be available to other employees and will not make any contribution to organisational effectiveness.
Work Health and Safety		
Insert work health and safety policy statement into the EBA		We do not see any reason for the inclusion of a work health and safety policy statement in the agreement. This is an area which is comprehensively covered by legislation and a policy statement will make no contribution to safety in the workplace.



HSU and Independent Bargaining Representatives Combined Log of Claims (Without Prejudice)

Agreement reference	<i>HSU and bargaining representatives claim</i>	<i>GDN Response</i>
	<p><i>The Health Services Union NSW.ACT.QLD reserves its right to add, remove and change its log of claims from the log during the negotiation dependent upon the Employers' claims and progress of negotiations</i></p> <p><i>The Health Services Union NSW.ACT.QLD will provide draft clauses (where required) to support these claims during negotiations</i></p>	



**HSU and Independent Bargaining Representatives Combined
Log of Claims (Without Prejudice)**

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