

Japara: Your HSU Log of Claims

Dear Member,

Following consultation with members and responses to our online survey, the union has compiled your HSU claims for the new Japara Enterprise Agreement.

These claims are the top workplace issues for HSU members and call on management to improve pay and allowances, increase 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.

Your claims call on management to:

- Offer a fair pay increase that rewards the hard work that you do;
- Ensure that staffing levels are reasonable;
- Improve the uniform allowance and the laundry allowance;
- Protect your penalty rates and working conditions.

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.

We have served our claims on management and we will let you know how they respond.

Remember, if your colleagues aren't members then they might not know what's going on. We get the best outcome when we are strong and united, so ask them to join online at www.hsu.asn.au/join or by calling 1300 478 679 so they can get involved.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD

The proposed Agreement will contain all conditions from the Aged Care Services Australia Group NSWMA & HSU NSW Branch Enterprise Agreement 2014 and from the Aged Care Services Australia Group (Coffs Harbour Aged Care Facility and South West Rocks Aged Care Facility) NSW Employee Enterprise Agreement and from the Riviera Health Group Aged Care Enterprise Agreement, except where varied to be more favourable by this Enterprise Agreement, as well as those mandated by the Fair Work Act 2009.

Agreement Operation

1. **Term and renegotiation of Agreement:** 3 year (dependant on wage outcomes) with obligation to renegotiate within 3 months of expiry.

Wages & Allowances

2. **Fair pay increase:** Members are seeking a 5% wage increases per annum to wages and allowances, to bring them more in to line with other industry providers.
3. **Increased Uniform Allowance:** Increased uniform allowance to \$7.52 per week, in line with industry standards. Allowance to be further increased annually with wage increases.
4. **Increased Uniform Laundry Allowance:** Increased laundry allowance to \$5.72 per week, in line with industry standards. Allowance to be further increased annually with wage increases.

Staffing Issues

5. **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 level, for the level of care expected as well as hours of work required to get work done in areas such as laundry and kitchens.
6. **Enhance Workload Management clause:** Include positive obligations on management to monitor workloads and report staffing levels to employee at regular paid staff meetings.
7. **Guarantee to backfill:** Commitment to backfill planned and unplanned absences, to ensuring staffing levels remain reasonable.
8. **Minimum engagements:** Part-time employees will be paid a minimum of 3 hours per engagement, as per the Riviera agreement.
9. **Minimum engagements:** Minimum engagements to apply to all work, including compulsory training and meetings outside of an employees ordinary rostered work.

Job Security

10. **Preference of Engagement:** Permanent employees (full-time and part-time) to be offered vacant shifts before casuals or agency staff.
11. **Outsourcing Arrangements:** Where the employer choses 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.
12. **Partial redundancy provisions:** Include an agreed process to compensate staff with a partial redundancy, in the event that their hours are forcibly reduced.

Employee Leave

13. **Evidence for Personal Leave:** Evidence will only be required after an employee has taken more than 2 days of consecutive personal leave.
14. **Paid Parental Leave:** Paid parental leave of 14 weeks for the primary caregiver and 6 weeks for the non-primary caregiver.
15. **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
16. **Support for Victims of Domestic Violence:** 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.
17. **Bereavement leave:** Additional bereavement leave in cases of the death of an immediate family member.
18. **Payslips:** All leave balances to be displayed on employee payslips.

Health and Safety

19. **Uniforms:** Right to request new uniforms if they become damaged or experience excessive wear and tear.
20. **Uniforms:** Provision of additional uniforms for cleaners and people exposed to heavy chemicals or more directly in contact with mess and offensive materials.

Positive Union Relations

21. **Union noticeboard:** Access to a notice board for union representatives to place relevant material.
22. **Union training and conference:** Process for union delegate to access paid leave to attend union training or the annual union conference.
23. **Inductions:** Structured process for union officials to welcome new employees to the organisation and discuss with them the benefits of being a union member.

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.