

## **Warrigal transfer offer Have your say today!**

Dear Member,

Thanks to all of the HSU members who attended our union meeting on Tuesday evening.  
[Click here to vote in our survey and have your say on the offer below.](#)

As discussed at the meeting, Warrigal is considering transferring all staff currently covered by the Christadelphian enterprise agreement, over to the Warrigal enterprise agreement.

This means that your pay and conditions of employment would fall under the terms of the Warrigal agreement. It also means that you will be part of the bargaining process for the next Warrigal enterprise agreement, which will be kicking off in early 2020.

### **Changes to your pay rate**

Upon transferring to the Warrigal agreement, each employee would transfer to a classification under the Warrigal agreement.

For most people, this will mean a pay increase of about 2%. We are seeking a commitment from Warrigal that no employee will be worse off and that all employees should receive an increase.

You will receive a letter from Warrigal explaining the new pay rate and if there are any issues HSU members are encouraged to talk to the union for assistance.

### **Changes to conditions**

There are several changes to conditions between the two agreements. A comparison of the two agreements is attached for members to see and review.

One of the biggest changes will be that Warrigal will no longer pay the uniform and laundry allowance.

The HSU has raised this issue with management and has said how disappointed we are that the allowance will no longer be paid.

As a way of recognising this loss, Warrigal are now offering to pay all transferring staff a one-off lump sum payment to recognise the change to this entitlement.

Management are proposing to pay each employee an amount, equal to the actual dollar amount of uniform/laundry allowance each transferring employee was paid between September 2018 – July 2019.

For example, if an employee was paid \$100 of uniform/laundry allowance during September 2018 – July 2019, they would receive \$100 as a lump sum payment to compensate them for the loss.

The union has asked that this payment be made out of the ordinary pay cycle.

### **Next steps**

We want to hear from you. All HSU members are encouraged to have a say on the proposal. [Click here](#) to vote in a quick survey and tell us what you think of the change and the offer.

To progress this, Warrigal needs to apply to the Fair Work Commission to make the change. As part of that process, the Commission will ask the HSU for the views of the union and our members.

[Please fill out this short survey and let us know if you support the transfer or not.](#)

We will keep members up to date as things progress. If you have any questions, please contact your local organiser or the HSU office for assistance.

If your colleagues are not yet HSU members, ask them to join so that they can have their say. New members can join online at [www.hsu.asn.au/join](http://www.hsu.asn.au/join) or by calling 1300 478 679.

In unity,



Gerard Hayes  
Secretary, HSU NSW/ACT/QLD

## ***Clauses Better Off at Warrigal***

Care staff **pay rates** at all levels are higher at Warrigal than they are at Christadelphian.

The Warrigal EBA includes an explicit **anti-discrimination clause** stipulating that anti-discrimination matters may be pursued through the dispute resolution procedure in the agreement. There is no explicit mention of anti-discrimination in the Christadelphian EBA.

The Warrigal EBA includes an explicit **bullying and harassment clause**. This clause creates a private and confidential procedure for employees to be provided with confirmation that any bullying/harassment complaint is being reviewed, including informing them of the process that will occur, and for timely feedback to be provided for the outcome of any investigation that may be required. It stipulates that employees will have a right to a support person (such as someone from the Union) throughout the process and that, if the matter is not settled it can be dealt with under the dispute resolution procedure. There is no explicit clause on bullying and harassment in the Christadelphian EBA.

The Warrigal EBA provides for an **annual review of part time hours**, whereby an employee regularly working more than their contracted minimum hours will have their contracted minimum hours adjusted accordingly, in writing, to reflect the hours regularly worked. The Christadelphian EBA allows for a part time employee regularly working above their contract hours to request for their contracted hours to be reviewed, however the employer may approve or reasonably reject the request at their discretion.

In the Warrigal EBA, the **notice period for when an employee resigns** their employment is one week (first year of service) or two weeks (thereafter). At Christadelphian, the employee notice period is the same as the employer notice period, which can be up to four weeks, depending on years of service.

In the case of **redundancy**, the Warrigal EBA provides for a greater number of weeks in severance pay than does the Christadelphian EBA. Further, the Warrigal severance pay is increased for employees aged above 45 years. This is not the case at Christadelphian.

In the Warrigal EBA, where an employee performs **higher grade duties**, they are to be paid the higher rate for the time so worked (where it is less than two hours), or for the full day or shift (where the time so worked exceeds two hours). The Christadelphian EBA only allows for payment of higher grade duties where the higher grade position is vacant, or the staff member being relieved is absent for more than three consecutive working days.

The Warrigal **laundry allowance** is \$0.18/hour worked. The Christadelphian laundry allowance is \$0.164/hour worked. (The allowances only apply where a free laundry service for staff is not provided).

The **motor vehicle allowance** at Warrigal is \$0.88/km. The motor vehicle allowance at Christadelphian is \$0.82/km.

The Warrigal EBA allows for full time employees to accumulate up to 12 **ADOs**. Further, the Warrigal EBA stipulates that the taking of ADOs is determined by mutual agreement between the employee and employer. At Christadelphian, the employer has full discretion over the taking of ADOs, and employees may not accumulate more than 6 ADOs.

At Warrigal, the EBA stipulates that the **roster** must be displayed two weeks in advance. At Christadelphian, the roster is to be displayed not less than one week in advance (although, where practicable it should be displayed two weeks in advance).

The Warrigal EBA includes an allowance of \$9.93 per **broken shift** worked. There is no broken shift allowance at Christadelphian.

The **overtime meal allowance** at Warrigal is \$13.53. At Christadelphian it is \$13.12.

The Warrigal EBA provides for an **additional public holiday**. The Christadelphian EBA does not.

The Warrigal EBA provides for two months **long service leave** after ten years' service, and then a further five months for every additional ten years' service thereafter (which may be taken at a pro rata basis after the initial ten years' service). At Christadelphian, employees are entitled to two months long service leave for ten years' service, thereafter accruing long service leave at the rate of 1.5 months' leave for each five years' continuous service.

The Warrigal EBA provides for 9 weeks **paid parental leave** in addition to any government scheme entitlements. The Christadelphian EBA allows for 9 weeks paid parental leave of the difference between any entitlement to the government scheme and the employee's base rate.

The Warrigal EBA allows for three days paid **natural disaster leave**, at the employer's discretion. The Christadelphian EBA allows for one day paid special disaster leave.

The Warrigal EBA allows for ten days unpaid **ceremonial leave** for Aboriginal and Torres Strait Islander employees. There is no such clause in the Christadelphian EBA.

The Warrigal EBA provides for a **career break scheme**. There is no such provision in the Christadelphian EBA.

There is a **workload management** clause at Warrigal. There is no such clause in the Christadelphian EBA.

The Warrigal EBA provides for a **Joint Consultative Committee** for discussion between the employer and unions. The Christadelphian EBA does not.

## ***Clauses Worse Off at Warrigal***

**Recognition of service and experience:** The Christadelphian EBA allows for three months (from the time of commencement of employment) for staff to provide evidence to the employer detailing relevant service or experience to support the employee being paid at a particular level, with back pay dated to the commencement of employment. Where evidence is provided after three months from the commencement of employment, no back pay will be provided, but the higher rate will apply from the date that the evidence is produced. In the Warrigal EBA, only nursing staff have this entitlement.

The Christadelphian EBA provides for the yearly **progression** of employees within their classification, based on hours worked. The Warrigal EBA does not provide for such automatic progression, instead allowing for employees to apply for regrading where the work performed is typically associated with a higher grade (Christadelphian also allows employees to apply for a regrade in this fashion).

The Christadelphian EBA allows for an employee to have **one day off without loss of pay to seek other employment, where the employer has given notice of termination to the employee**. There is no such entitlement in the Warrigal EBA.

The Christadelphian **uniform allowance** is \$0.4228/hour worked. The Warrigal uniform allowance is \$0.40/hour worked. (These allowances only apply when a uniform is not supplied to staff free of charge).

At Christadelphian, non-nursing staff receive an allowance of \$22.47 for each 24 hour period or part thereof in which they are required to work **on call**, in addition to an allowance of \$0.40/km for use of vehicle to travel to and from on call work. There are no provisions at Warrigal for non-nursing staff to take up on call work.

**Minimum engagement:** At Christadelphian, part time and casual employees are paid a minimum of 3 hours for each start. At Warrigal, part time and casual employees are paid a minimum of 2 hours for each start.

**Shift penalties** for afternoon shifts commencing between 10am and 1pm and for night shifts commencing between 4am and 6am are worse off at Warrigal than at Christadelphian. Further, Warrigal employees who work less than the hours prescribed for a full-time employee are only entitled to shift penalties where the shift commences before 6am or concludes after 6pm.

At Christadelphian, where an employee is **recalled to work overtime** after leaving the premises, they are to be paid (at overtime rates) a minimum of four hours, even where the work required is completed in less than four hours. There is no such provision at Warrigal.

The Christadelphian EBA allows for a third day of paid **compassionate leave**, granted at the employer's discretion. The Warrigal EBA only allows for two days' paid compassionate leave.

Christadelphian allows for three days paid **union representative leave**. There is no such leave provided for in the Warrigal EBA.

The Christadelphian EBA provides for **professional development/study leave** of 3 paid days per year. There is no such entitlement at Warrigal.