

**CAHS - HSUWA - MULTISYSTEMIC THERAPY PROGRAM AGREEMENT 2021**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** CHILD AND ADOLESCENT HEALTH SERVICE **APPLICANT**  
  
-v-  
  
HEALTH SERVICES UNION OF WESTERN AUSTRALIA (UNION OF WORKERS) **RESPONDENT**

**CORAM** PUBLIC SERVICE ARBITRATOR  
COMMISSIONER T B WALKINGTON

**DATE** WEDNESDAY, 16 JUNE 2021

**FILE NO** PSAAG 2 OF 2021

**CITATION NO.** 2021 WAIRC 00161

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**Result** Agreement registered

**Representation**

Ms C Holmes on behalf of the Child and Adolescent Health Service

Ms N Kefford on behalf of Health Services Union of Western Australia (Union of Workers)

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*Order*

HAVING heard from Ms C Holmes on behalf of the Child and Adolescent Health Service and Ms N Kefford on behalf of the Health Services Union of Western Australia (Union of Workers), the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979 (WA)*, hereby orders –

THAT the agreement made between the parties filed in the Commission on 25 March 2021 entitled *CAHS - HSUWA - Multisystemic Therapy Program Agreement 2021*, and clauses 6.5 and 13.3 as amended at registration attached hereto be registered as an industrial agreement in replacement of the *Health Services Union Metropolitan Health Services Multisystemic Therapy Program Agreement 2005* which by operation of s 41(8) is hereby cancelled.

**(L.S.) (Sgd.) T.B. WALKINGTON**

COMMISSIONER T B WALKINGTON  
PUBLIC SERVICE ARBITRATOR

**CAHS – HSUWA – MULTISYSTEMIC THERAPY PROGRAM AGREEMENT 2021**

**1. TITLE**

This Agreement will be known as the CAHS – HSUWA – Multisystemic Therapy Program Agreement 2021.

**2. ARRANGEMENT**

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**3. DEFINITIONS**

- 3.1 “Agreement” means the CAHS – HSUWA – Multisystemic Therapy Program Agreement 2021.
- 3.2 “Availability” means an Employee or Employees required to carry a communication device and to be on-call as determined by the roster referenced in subclause 10.1 to provide a consultative service or attend to emergency call-outs during the hours when they would not otherwise be on duty.
- 3.3 “Day” means a 24-hour period from midnight to midnight.
- 3.4 “Award” means the WA Health – HSU Award 2006.

- 3.5 “Clinical Manager MST” means a Psychologist undertaking the role who is eligible for registration with the Psychology Board of Western Australia with the specialist psychologist title of a Clinical Psychologist, which is usually referred to as a Senior Clinical Psychologist and is classified by the Employer at level P-5 Health Professional Calling.
- 3.6 “Employees” means employees employed in one of the following positions:
- (a) MST Clinician;
  - (b) MST Clinician (Clinical Psychologist);
  - (c) MST Clinician (Aboriginal and Torres Strait Islander); or
  - (d) Clinical Manager MST.
- 3.7 “Employer” has the same meaning as contained in Clause 6 – Application and Parties Bound.
- 3.8 “MST” means Multisystemic Therapy.
- 3.9 “MST Clinician (Aboriginal and Torres Strait Islander)” means an MST Clinician employed within the Multisystemic Therapy Program who meets the essential “Aboriginality” selection criteria permissible under section 50(d) of the *Equal Opportunity Act 1984* (WA).
- 3.10 “MST Clinician (Clinical Psychologist)” means a MST Clinician employed within the MST program who is a Psychologist eligible for registration with the Psychology Board of Western Australia with the specialist psychologist title of a Clinical Psychologist.
- 3.11 “MST Program” means the Multisystemic Therapy Program.
- 3.12 “Primary Industrial Agreement” means the WA Health System – HSUWA – PACTS Industrial Agreement 2020 or its replacement.
- 3.13 “Union” and/or “the HSUWA” means the Health Services Union of Western Australia (Union of Workers).

#### **4. PURPOSE OF AGREEMENT**

- 4.1 This Agreement provides the employment arrangements for defined Employees working in the MST Program operated by the Child and Adolescent Health Service.
- 4.2 This framework of remuneration and conditions has been developed to provide for the characteristics, purpose and structure of the MST Program that has no comparator in Australia. Therefore, subject to the *Industrial Relations Act 1979* (WA), this Agreement cannot be used as a precedent for classification levels, remuneration, or for any purpose other than within the MST Program.

- 4.3 This Agreement provides the framework for appropriate remuneration, conditions and flexibility in hours to enable MST clinicians and Clinical Managers MST to meet the requirements of the MST Program, in particular the needs of MST clients. This flexibility is to be provided within clear limits on the overall hours to be worked, access to leave entitlements, and adequate control, direction and supervision by the Employer.

## **5. PURPOSE AND STRUCTURE OF THE MST PROGRAM**

- 5.1 The purpose of the MST Program is to provide a family and community-based treatment for youths presenting with serious clinical problems on a 24-hour, seven day a week service. The program is usually delivered in the families' homes and/or the local community with tailored treatment programs designed in collaboration with the families to suit the needs of that particular family.
- 5.2 The MST Program involves the collaboration of agencies which have a legal mandate in the care and treatment of clients.
- 5.3 The MST program is granted under licence from the "MST Services Inc." in the USA, which will provide training, quality assurance monitoring and supervisory support in the implementation of the MST Program in Western Australia.
- 5.4 The MST Program comprises a number of autonomous teams, consisting of three to six MST clinicians and one Clinical Manager MST.
- 5.5 Each MST team is provided with administrative and management support staff who are employed under the Primary Industrial Agreement.

## **6. APPLICATION AND PARTIES BOUND**

- 6.1 The Employer party to and bound by this Agreement is the Child and Adolescent Health Service, established as a health service provider pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA).
- 6.2 The Union party to and bound by this Agreement is the Health Services Union of Western Australia (Union of Workers).
- 6.3 The Agreement will apply to employees engaged in the position of MST Clinician, MST Clinician (Clinical Psychologist), MST Clinician (Aboriginal and Torres Strait Islander), or Clinical Manager MST, as defined in subclause 3.6.
- 6.4 The estimated number of Employees bound by this Agreement at the time of registration is 10.
- 6.5 This Agreement replaces the Health Services Union Metropolitan Health Services Multisystemic Therapy Program Agreement 2005 PSA AG 11 of 2005.
- 6.6 This Agreement is to be read in conjunction with the Primary Industrial Agreement, which is a comprehensive agreement that applies to the exclusion of the Award.

6.7 This Agreement does not replace the Primary Industrial Agreement but varies the terms and conditions included in the Agreement for those employees engaged in the positions referred to in subclause 6.3.

6.8 Unless stated otherwise, the Agreement will prevail over the Primary Industrial Agreement to the extent of any inconsistencies.

## **7. TERM OF AGREEMENT**

7.1 This Agreement will operate from the date of registration and will expire on 30 June 2022.

## **8. PROBATION AND PERFORMANCE MANAGEMENT**

8.1 (a) Subject to paragraphs (b) and (c) below, the probation arrangements under subclause 9.10 of the Primary Industrial Agreement will apply to Employees under the Agreement.

(b) At the discretion of the Employer, every new Employee may be placed on probation for a period of six months.

(c) An Employee who is appointed from the WA Public Sector, as defined under the Primary Industrial Agreement, and who has at least six months' of continuous satisfactory service immediately prior to permanent employment, will not be required to serve a period of probation.

### **8.2 Performance Management System**

(a) All Employees will be subject to a Performance Management System.

(b) The Performance Management System is comprised of the Therapist Adherence Measure (TAM) used by MST Services Inc. to assess whether the Employee adheres to the MST model, assessment through regular supervision sessions, and as otherwise determined by the Employer.

(c) Where sub-standard performance is identified, it will be dealt with in accordance with the Primary Industrial Agreement and associated public sector, WA health system and Employer policies and guidelines.

## **9. HOURS OF DUTY**

9.1 This clause replaces Clause 15 – Hours of the Primary Industrial Agreement.

9.2 (a) The ordinary full-time hours of work will be 38 hours per week averaged over a four week cycle.

(b) Clinical Managers MST may, with the Employer's approval, work 30.4 hours per week averaged over a four week cycle. Where this occurs, subclause 12.3 of the Primary Industrial Agreement will apply.

- 9.3 Ordinary hours can be worked on any of the seven days of the week.
- 9.4 The total hours worked will be a maximum of 12 hours on any one day.
- 9.5 Except where required to attend departmental, management and team meetings, professional development sessions, supervisory sessions and training or other meetings determined appropriate by the Employer, the hours worked by Employees will, in consultation with supervisors, be self-managed.
- 9.6 Employees are required to maintain a written or electronic record of all hours worked in a form acceptable to the Employer to be submitted to the Employer on a regular basis, or as directed.

9.7 Settlement Period

- (a) The average ordinary hours of duty will cover a rolling settlement period of four weeks. The settlement period will commence at the beginning of a pay period.
- (b) At the end of the four week period, where an Employee has worked over 152 hours, with the approval of the Employer the Employee may accrue and carry over up to a maximum of 16 hour credit into the next four week period.
- (c) Credit hours in excess of 16 hours will be lost, provided that where the Employer directs an Employee to work additional hours, such additional hours will be deemed authorised overtime and paid accordingly.
- (d) Debit hours, which are hours below the 152 hours per four weeks, to a maximum of 8 hours, may be accrued and carried forward with the approval of the Employer.
- (e) Where an Employee's debit hours exceed 8 hours, the Employer may:
- (i) debit those hours in excess of 8 hours from the Employee's pay as if the time was leave without pay; or
- (ii) require the employee to work additional hours at ordinary rates in order to reduce the debit to 8 hours.

Whether or not to allow an Employee to accrue more than 8 debit hours during a settlement period is entirely at the discretion of the Employer.

- 9.8 Meal breaks are unpaid, and will not count as hours worked.

9.9 Adjustment of termination pay

If at the termination of an Employee's contract of employment the Employee has credit hours, the time in credit will be paid out at ordinary time rates; or, should the Employee have accrued debit hours, the Employer may deduct the debit, calculated at ordinary time rates, from the Employee's termination pay.

## **10. AVAILABILITY ROSTER**

- 10.1 All Employees are required to participate in an Availability Roster (roster).
- (a) In the case of the roster for Clinical Managers MST, the roster is to be determined between the Clinical Managers MST and authorised by the Program Manager or other designated supervisor.
  - (b) In the case of the MST team roster, the roster is to be determined within the MST team and authorised by the Clinical Manager MST or other designated supervisor.
  - (c) Participation in the MST team roster is to be equitably shared amongst the MST clinicians. Unless otherwise agreed between the Employer and the relevant Employees, the MST team roster will be shared amongst a minimum of three MST clinicians per roster settlement period.
- 10.2 Where the Employer determines the means of contact is to be by mobile telephone or similar device, the Employer will supply such device to the Employee at no cost to the Employee.
- 10.3 Whilst an Employee is rostered for availability, the Employee will remain contactable by the means of contact designated by subclause 10.2 and able to respond appropriately if and when contacted.
- 10.4 The number and duration of contacts whilst on availability roster will be monitored by the relevant Clinical Manager MST. In the event the workload becomes onerous, work practices will be reviewed and adjusted where necessary.
- 10.5 Emergency call-outs are to be authorised by a Clinical Manager MST in accordance with any authorised policies and procedures prior to attendance.
- 10.6 An Employee will receive time in lieu for authorised emergency call-outs of three or more hours' duration. Time in lieu to be calculated on a time for time basis. A call-out is deemed to commence from the time of the Employee's arrival at the call-out.

## **11. OVERTIME**

- 11.1 This clause replaces the following provisions in the Primary Industrial Agreement:
- (a) Clause 16 – Overtime, inclusive of the meal money provided for at subclause 16.14 and excess travelling time provided for at subclause 16.15; and
  - (b) Subclause 38.4 regarding Public Holidays.
- 11.2 An Employee will be paid at the base salary rate of time and half for the first three hours and double time thereafter for time worked at the direction of the Employer:
- (a) In excess of the 16-hour credit from one settlement period to another; or

(b) In excess of 12 hours on any one day.

11.3 If the circumstances identified at paragraphs 11.2(a) and (b) occur on a Saturday or Sunday, the Employee will be paid at the rate of double time.

11.4 In lieu of payment for overtime, an Employee may on request in writing be allowed time off proportionate to the payment to which the Employee is entitled to a maximum of five days in each year of service. Time off will be taken at a time mutually convenient to the Employer and Employee. The request will not be unreasonably refused.

## **12. APPLICATION OF SHIFTWORK PROVISIONS**

12.1 Employees covered by this Agreement are not engaged as shift workers.

12.2 Clause 17 – Shiftwork of the Primary Industrial Agreement will not apply to Employees covered by this Agreement.

## **13. SALARIES**

13.1 The classification levels for Employees covered by this Agreement are as follows:

- |   |                |
|---|----------------|
| (a) MST Clinician   | P-2 / G-7      |
| (b) MST Clinician (Aboriginal and Torres Strait Islander) | P-2 / G-7      |
| (c) MST Clinician (Clinical Psychologist)                 | P-2.3 to P-4.2 |
| (d) Clinical Manager MST                                  | P-5            |

13.2 The annual salaries for MST Clinicians and MST Clinicians (Aboriginal and Torres Strait Islander) will be in accordance with the classification levels prescribed by the Primary Industrial Agreement as varied from time to time.

13.3 The annual salaries for MST Clinician (Clinical Psychologist) and Clinical Managers MST will be in accordance with the classification levels for a Clinical Psychologist prescribed by the Primary Industrial Agreement as varied from time to time.

## **14. MST ENTITLEMENTS**

14.1 In recognition of the unique working arrangements under this Agreement, Employees are entitled to MST entitlements as provided for under this clause.

14.2 The MST entitlements are provided in lieu of the following entitlements:

- (a) Overtime worked, other than prescribed in Clause 11 – Overtime of this Agreement; and
- (b) Annual leave loading as provided for in Clause 36 – Annual Leave of the Primary Industrial Agreement;

and compensates for:

- (c) Participation in, and provision of, a consultative service and/or attending to emergency call-outs whilst on an availability roster;
- (d) In recognition of varied and unsociable hours; and
- (e) Discontinuous working hours arrangements.

#### 14.3 MST Allowance

- (a) An Employee who participates in an availability roster and works flexible hours will be paid an 11.57% commuted allowance.
- (b) The commuted allowance will be calculated on the Employee's Base Rate of Pay, as defined at subclause 3.2 of the Primary Industrial Agreement, and paid on a fortnightly basis.
- (c) Where the Employee is engaged for ordinary hours less than 38 hours per week, the commuted allowance will be calculated on a pro rata basis.
- (d) The commuted allowance is not payable for periods of long service leave, paid parental leave, or for any period of unpaid leave.
- (e) The commuted allowance is not included for the purpose of salary maintenance where an Employee is made redundant or for any other purpose.

#### 14.4 Additional Leave

Employees will be entitled to one week of leave to be accrued on the same basis, and in addition to, the four weeks annual leave provided for under Clause 36 – Annual Leave of the Primary Industrial Agreement.

#### 14.5 Review of MST Entitlements

- (a) The parties acknowledge a review of the MST allowance prescribed by the Health Services Union Metropolitan Health Services Multisystemic Therapy Agreement 2005 PSA AG 11 of 2005 was finalised in 2021.
- (b) Subject to paragraph (c) below, after the nominal expiry date in subclause 7.1:
  - (i) The Employer may initiate a review of MST entitlements, including the commuted allowance; or
  - (ii) The HSUWA may request a review of MST entitlements, including the commuted allowance, on behalf of Employees.

- (c) A review may be initiated or requested where either party provides evidence or information indicative of a change in the unique working arrangements of the Employees over the previous 12 months, including those referenced in subclause 14.2 of the Agreement.
- (d) Where such a change is identified by the HSUWA, the Employer must not unreasonably refuse to undertake a review.

**15. DISPUTE SETTLEMENT PROCEDURE**

Any dispute, question or difficulty arising in the course of the employment of Employees covered by this Agreement will be dealt with in accordance with Clause 68 – Dispute Settlement Procedure of the Primary Industrial Agreement.

**16. SIGNATURE OF PARTIES**

Signed



(Signature)

Cheryl Hamill

President, for and on behalf of the Health Services Union of Western Australia (Union of Workers)

23/3/2021

(Date)

Signed



(Signature)

Naomi McCrae

Secretary for and on behalf of the Health Services Union of Western Australia (Union of Workers)

23/3/21

(Date)

Signed



(Signature)

Justine Withers

A/Director System-wide Industrial Relations, for and on behalf of the Employer

24/3/21

(Date)