

SUMMARY OF KEY CHANGES

Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016 - 2020

PRELIMINARY INFORMATION

The VHIA, Department of Health & Human Services and VAHPA have finalised a new proposed enterprise agreement (**EA or Agreement**) for **Allied Health Professionals** including:

- Settling a number of VHIA and VAHPA claims;
- Updated language and structure of clauses (including order of clauses);
- Comprehensive NES updating; and
- Common clauses for procedural clauses where possible.

Coverage and Length of Agreement

- The new Agreement is a stand-alone enterprise agreement that covers **Allied Health Professionals** only (excluding those employed solely or predominately in the provision of public mental health services).
- The Agreement has a nominal expiry date of 30 June 2020.

WAGE RELATED MATTERS

General Wage Increases (subclause 28.1)

The Agreement provides for the following increases:

- On the first full pay period on or after (**FFPPOA**) 4 August 2016 (there will be back-pay for the period between 4 August 2016 and the commencement of the Agreement) – 3.25%
- **FFPPOA** 1 November 2017 – 3.25%
- **FFPPOA** 1 November 2018 – 3.0%
- **FFPPOA** 1 November 2019 – 3.0%

Additional Increases (subclause 28.4)

On top the general increase outlined above there are additional increases as follows:

1. \$17.50 per week to certain AHP1 (formerly UG1) classifications as follows:
 - Grade 1, Year 7;
 - Grade 2, Year 4 (previous Grade 2, Year 5) or Grade 2, Year 5 for Radiation Therapy Technologists; and
 - Grade 3, Year 4.Effective from the **FFPPOA 4 August 2016, and 1 November 2017**.
2. The \$17.50 per week uplifts are also applicable to some AHP2 (formerly UG3 and other) classifications. These are outlined with an asterisk* in **Appendix 2**.

Appendix 2 outlines the consolidated wage rates that are inclusive of the additional increases outlined above.

Once off lump sum payment (subclause 28.5)

In recognition that Allied Health Professionals have not received a pay increase since 2015, a lump sum payment has been agreed as follows:

- Full-time and part-time Employees (pro-rata for part-time Employees), including fixed-term Employees, employed as at 1 January 2016 - \$1561.00.
- Full-time and part-time Employees (pro-rata for part-time Employees), including fixed-term Employees, who commenced employment after 1 January 2016 until the FFPPOA 4 August 2016 – a pro-rata amount of the \$1561.00.

Maintenance of the 2011 Agreement wage rates for some existing Employees (subclause 28.6)

There are a number of changes that have been made to the classifications structure including consolidating part of the current chief structure into the new general AHP1 (formerly UG1) Grade 3 and Grade 4 structure. Therefore, **existing Employees** who are in the following classifications will have the 2011 enterprise agreement wage rates maintained:

- Chief Grade 2, Year 2;
- Medical Imaging Technologist Deputy Chief Grade 2, Year 2;
- Chief Grade 4; and
- Medical Imaging Technologist Deputy Chief Grade 4.

The relevant wage increases specified in clause 28.1 of the Agreement apply whilst the Employee remains in that position.

The maintenance above **does not apply to an Employee who is employed after the commencement of the EA.**

IMPORTANT NOTE:

- The continuing professional development allowance is **no longer** payable to Allied Health Professionals because it has been incorporated into the wages outcome outlined above.
- Other wage related changes are included in the wage translation table in **Appendix 2**, including a change to the Grade 2 yearly increments (See below).

CLASSIFICATION CHANGES

Classification definitions and wages (Clause 84)

- The existing starting increments for Allied Health Professionals have been **clarified** to ensure relevance to the classifications. The amended clause also includes a definition for the types of qualifications listed, which merely clarifies the existing provision.
- The clause also outlines that some Allied Health Manager or Assistant Allied Health Manager roles have additional increment starting points. The starting points are also outlined in the translation table in **Appendix 2** and in **Appendix 4 Section B**.

Classification and reclassification (Clause 85)

A **new clause** that:

- Includes a process for determining classifications;
- Outlines process for reclassification – includes application by Employee, response by Employer within 4 weeks and determining the date of reclassification; and
- States that reclassification will occur on the basis of the overall work performed and required by the Employee's position.

Classification Definitions (Appendix 4)

- Updated terminology as follows:
 - a) **AHP1** – Allied Health Professional Descriptors (previously UG1);
 - b) **AHP2** – Allied Health Professional Descriptors (previously UG3 and other classifications);
 - c) **Allied Health Manager** (previously chief); and
 - d) **Assistant Allied Health Manager** (previously deputy chief).

AHP1 Classification structure (Appendix 4 – Section B)

- The AHP1 classification structure now has 7 grades (does not apply to Radiation Therapy Technologists).
- Below is an outline of the main elements of the new classification structure.

GENERAL AHP1 STRUCTURE

- **Intern**
An updated standard definition that applies to Medical Imaging Technologists and Nuclear Medicine Technologists only.
- **Grade 1**
 - a) An updated standard definition now applies that makes reference to a table included in Schedule 1 of **Appendix 4** that contains the relevant entry requirements (ie. types of qualifications/professional association/registration required).

- b) There is a new classification for Art Therapists and a new ability for an Employer to recognise an undergraduate or post-graduate qualification relevant to the field of Social Work for those Allied Health Professionals who are undertaking Social Work and to recognise another qualification relevant to Health Information Management for Allied Health Professionals who are undertaking Health Information Management work.
- c) The general grade 1 definition does not apply to Sonographers (see **Appendix 4 Schedule D**).

- **Grade 2**

- a) An updated standard definition with existing differences maintained for some Allied Health Professions, such as the areas where specialised knowledge may be used.
- b) The overlap in the Grade 1, Year 7 wage rate and the Grade 2, year 1 wage rate has been removed by replacing the Grade 2, Year 1 wage rate with the Grade 2, Year 2 wage rates with the relevant flow on effect to the other year increments in Grade 2. As a result the Grade 2, Year 5 will no longer exist.
- c) The general grade 2 definition does not apply to Sonographers (see **Appendix 4 Schedule D**). There is also a Medical Imaging Technologist specific definition. .

It is not intended that there would be any significant movement between classifications as a result of updating the Grade 1 & Grade 2 definitions.

- **Grade 3**

- a) An updated standard definition with differences maintained for some Allied Health Professions.
- b) There is a base definition that a Grade 3 Employee must meet (including being an Allied Health Manager or Assistant Allied Health Manager) located at the top of the Grade 3 descriptor.
- c) The definition now recognises areas of expertise (clinical, managerial, education and research) that an Employee may work in or across.
- d) Grade 3 now includes the existing Chiefs and Deputy Chiefs classified at Chief and Deputy Chief Grade 1 & 2 – refer to translation table in **Appendix 2** for starting increments.
- e) Advanced practice is included at Grade 3.
- f) The general Grade 3 definition does not apply to Sonographers (see **Appendix 4 Schedule D**).

There may be some minor movement between classifications as a result of updating the Grade 3 definitions.

- **Grade 4**

- a) 4 yearly increments – refer to translation table in **Appendix 2** to determine what your translation is.
- b) An updated standard definition with differences maintained for some Allied Health Professions.
- c) There is a base definition that a Grade 4 Employee must meet (including being an Allied Health Manager or Assistant Allied Health Manager) located at the top of the Grade 4 descriptor.
- d) The definition now recognises areas of expertise (clinical, managerial, education and research) that an Employee may work in or across.
- e) Grade 4 now includes the existing Chiefs and Deputy Chiefs classified at Chief and Deputy Chief Grade 3 & 4 – refer to translation table in **Appendix 2** for starting increments.
- f) Advanced practice is included at Grade 4.

There may be some minor movement between classifications as a result of updating the Grade 4 definitions. For example, the Grade 4 classification is now open to all AHP1 professions (excluding Radiation Therapists). Previously it was restricted to only certain professions.

Grade 5 – Allied Health Manager classification for those in charge of at least 40 to 85 Full-Time Employees and/or other staff not covered by the Agreement totalling 46 to 90 in number (previous Grade 5 chief).

Grade 6 – A new Allied Health Manager classification for those in charge of at least 86 Full-Time Employees and/or other staff not covered by the Agreement totalling at least 90 in number (previous Grade 5 chief) and a **new Deputy Director of Allied Health**.

Grade 7 – Director of Allied Health.

RADIATION THERAPY TECHNOLOGIST STRUCTURE (Appendix 4 – Section C)

Radiation Therapy Technologists continue to have their own structure. There have been a number of amendments as follows:

- Consolidation of 2(a) and (b) into a Grade 3 – no change in pay other than pay increases referred to above.
- Consolidation of 2(c) and Grade 3 into a Grade 4 – no change in pay other than pay increases referred to above.
- As a result the numbers of grades above the current 2(a)(b)(c) and Grade 3 have been amended – no change in pay other than pay increases referred to above.
- Insertion of Advanced Practice at the new Grade 3 and Grade 4 level (including 3A Advanced Practice).

SONOGRAPHER STRUCTURE (Appendix 4 – Section D)

- Sonographer classification now covers Sonographers that have been in the industry for a significant time period that are registered with the relevant registration body and had previously only done on the job sonography training as was the case in the past.
- The general AHP1 classification definitions for Grade 4 and upwards apply to Sonography.
- Advanced Practice applies (except Advanced Practice 3A).
- The current classification arrangements for Medical Imaging Technologists are extended to Cardiac Technologist, Nuclear Medicine Technologists or other classifications agreed to by the Employer. This includes the application of the higher qualifications clause.

Advanced Practice Structure (Appendix 4 – Schedule 4)

- The Agreement now has explicit clauses dealing with Advanced Practice that applies to all AHP1 professions (with the exception of Grade 3A for sonographers).
- Grade 1 Employees cannot work or train in advanced practice.
- Grade 2 Employees can train in advanced practice as a part of a professional development pathway. Requirements are outlined in clause 5.3 of Schedule 4.
- Inclusion of a new Advanced Practitioner Grade 3A classification for those who undertake the Advanced practice at Grade 2. It is an ongoing classification that has some further restrictions, including:
 - a) An Employee must be contracted for a minimum 0.4 EFT.
 - b) No more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice can be done in a week. If more than 15.2 hours of Advanced Practice work is done in a week the Grade 3 rate applies for the entire week.
 - c) On-going support, training and supervision to be provided consistent with DHHS framework.
 - d) Advanced practice should occur on no more than 3 days per week. Where Advanced Practice work occurs regularly on more than 3 days per week and is likely to continue reclassification will occur to Grade 3 or Grade 4.
- Inclusion of a new Advanced Practitioner Grade 3 and Grade 4.

It is expected that the inclusion of advanced practice will either result in re-classification or Employers amending the way that advanced practice work may be allocated to existing Employees.

AHP2 Classification structure (Appendix 4 – Section E)

A number of AHP 2 classifications have been revised including the following:

- **Biomedical Technologists** – insertion of new definitions (currently there are none) and the occupation now applies to all Employers. New Grade 2, Year 5 increment.
- **Child Psychotherapists** – entry requirements updated to include qualifications recognised by the relevant professional association.
- **Community Development Worker** – insertion of a new Class III, Year 4 increment.
- **Dental Prosthetist** – this has been separated out from the Dental Technician classification and the entry requirements updated to reflect AHPRA registration.
- **Dental Technician** – entry requirements updated and gender neutral terminology for Level III has been inserted.

- **Medical Laboratory Technician** – updating of relevant qualifications recognised for entry as a Medical Laboratory Technician.
- **Renal Dialysis** – the Grade 2 classification has been updated and now applies to all Employers.
- **Technical Officer**– occupation now applies to all Employers.
- **Youth Worker** – insertion of classification definitions for the Classes (currently there are none).
- **Radiation Engineer** – entry requirements updated. This classification is only applicable to Peter MacCallum.
- **Research Technologist (Research Scientist)** – entry requirements updated and reworking of the classification descriptors to clarify the existing provisions. This classification is only applicable to Peter MacCallum.

Reserved matters (Clause 93)

Insertion of a clause that outlines that public health Employers (and its representative) and VAHPA will agree on a Health Promotion classification structure by 4 August 2017.

ALLOWANCE RELATED MATTERS (Amounts are listed in Appendix 3)

Allowance increases (Clause 33)

- Clause 33 outlines the allowances that will increase in line with the general wage increases. Other allowances that are a specified as percentage of a wage rate will still receive an increase as a result of the general wage increases.
- A consolidated list of the allowances that are adjusted by the EA is outlined in Appendix 3.

Higher qualifications allowance (Clause 35)

- New wording that clarifies the higher qualifications allowance is payable during all periods of leave, except sick leave beyond 21 days and long service leave.
- Definitions have been inserted that describe what a post-graduate qualification and doctorate is. The definitions align with the Australian Qualifications Framework. This change merely clarifies the existing entitlement.

Allowances related to overtime and on-call (Clause 36)

- The **meal allowance** has been redrafted and includes an additional meal allowance where more than four hours of overtime or recall is worked.
- The **telephone allowance** has been redrafted and updated to include a land-line or mobile phone. An Employer may provide an Employee with a mobile phone and pay relevant costs instead of providing the allowance.

Higher duties allowance (Clause 37)

- Higher duties is now connected to another Employee being absent for five days or more. As a result, an Employee will be eligible for payment if they undertake the duties for any period of time provided the five day absence requirement is met.
- The revised clause also lists different payment options that may occur depending on the absent Employee's classification and the duties being undertaken.

Change of shift allowance (Clause 39)

The changes of shift allowance has been separated out from the shift allowance clause and will no longer apply where:

- An Employee requests a change to the roster which creates a change of shift.
- There is at least two weeks of continuous approved leave between the relevant shifts which creates a change of shift.

Travelling allowance (Clause 41)

- The **travel allowance amount** remains as per the Australian Tax Office rates **prior to the consolidation into one rate on 1 July 2015**.
- The travel clause now includes an obligation that road tolls reasonably incurred and the cost of parking be reimbursed by the Employer when an Employee is travelling and entitled to receive the travel allowance.

Travel payment (Clause 42)

- Travel payment is a **new clause** outlining payment for travel required by the Employer. The clause is linked to travel for Employer business or to undertake travel that attracts the working from home allowance.

- Time spent travelling will be treated as time worked and paid as:
 - a) Ordinary time (where travel is during ordinary hours); and/or
 - b) Overtime (where travel is outside ordinary hours);
- The EA clause provides examples for guidance on how the clause applies.

Working away from home (Clause 43)

- Working away from home is a **new clause** outlining payment for working away from home.
- The allowance is payable where an Employee is required to be absent overnight from their usual place of residence, such as when they cannot reasonably travel to or from their place of residence on the day the travel is required.
- The amount matches the on-call allowance rates.
- An Employee is also entitled to payment for all reasonably incurred expenses in respect to fares, meals and accommodation.

Note: The new clause does not apply where an Employee voluntarily chooses to stay overnight due to personal reasons.

HOURS OF WORK RELATED MATTERS

Hours of work (Clause 47)

There is a **new obligation** that Employees will be rostered so as to provide for **four days free from ordinary duty per fortnight**, including not less than two consecutive days, unless otherwise agreed. Any ADO (where relevant) is in addition to the days above.

Accrued days off (Clause 48)

- The revised clause replaces and consolidates existing ADO clauses contained in clauses 32 and 41 of the current enterprise agreement. It outlines practical examples to assist interpreting the current clauses.
- It also provides clarity that (unless agreed otherwise) ADOs have to be taken within the cycle they are accrued.
- The clause also provides for the Employer and Employee to agree to a different ADO arrangement to the standard arrangement of 19 shifts of 8 hours over 14 weeks.
- A full-time Employee may now request to work their ordinary hours in a manner that does not accrue ADOs and the Employer will not unreasonably refuse. For example an Employee may not want to work an ADO arrangement due to caring responsibilities.

Breaks (Clause 49)

The rest/tea breaks clause (previously rest periods) has been updated to take into account part-time work. An Employee is entitled to a paid ten minute tea break for each 4 hours of duty or part thereof at a time suitable to the Employer.

Note: **No changes** have been made to the **meal interval clause**.

Overtime (Clause 52)

A revised overtime clause that now includes:

- The list of reasons for when a refusal of overtime may be reasonable has been updated to reflect those in the National Employment Standards. How frequently an Allied Health Professional is required to perform overtime has also been added to the list.
- A clear **definition of the meaning of “overtime” and “authorised”** is now included.
- A **minimum payment of 3 hours overtime** - where overtime (including rostered overtime) is worked on a day the Employee would not otherwise work (the existing the 3 hour minimum payment for recall continues to apply).
- **Time in lieu (TIL) of overtime** will be accrued at the **“overtime penalty”**. The clause also provides for an Employee to receive a combination of TIL and payment for overtime by agreement with the Employer. In addition the clause includes a process for when the TIL should be taken.
- **Adequate transport free of cost** to an Allied Health Professional will be available where **overtime finishes at a time when reasonable means of transport are not available** for the Allied Health Professional to return to their place of residence.

Rest period after overtime/recall – ten hour break (Clause 55)

The ten hour break after overtime/recall work will no longer apply where the following conditions are met:

- despite the recall, the Employee has had at **least 10 consecutive hours off duty between their rostered periods of ordinary duty**;
- the period of **recall is continuous with the next period of ordinary hours**;
- the Employee **does not work more than 2 hours recall**.

Note: In such a circumstance an Employee will receive a **minimum 3 hours at overtime rates plus payment for their full ordinary shift** and is entitled without loss of pay to attend to ablution and sustenance matters.

LEAVE RELATED MATTERS

Annual Leave (Clause 59)

- Includes a **new process for taking annual leave**, such as:
 - a) Clarity that annual leave may be accessed prior to the completion of a year of service;
 - b) Employer will not unreasonably refuse a request, including a single day or part day;
 - c) Clarity that an Employer will not revoke an authorisation already given for an Employee to take annual leave.
 - d) Employer will respond to request as soon as possible but no later than four weeks after an application has been made; and
 - e) Where request is likely to be rejected – consult with the Employee on alternative days within the four week period.
- An Employee will be entitled to ordinary pay on annual leave plus the higher of:
 - a) the existing annual leave loading requirement (the 17.5% subject to relevant caps); or
 - b) **shift allowances and rates for Saturday and/or Sunday**.

The clause also contains provisions regarding how to work out what payment is the highest of the above two options.
- **Revised** provision for excess annual leave as follows:
 - a) 10 weeks Employer notice (instead of 13 weeks' notice)
 - b) Clarity that the restriction that 304 hours of annual leave has to be accrued by an Employee before a direction to take annual leave can be made is pro-rata for part-time Employees.

Cashing out of annual leave (Clause 60)

- Insertion of a **new restriction** that an Employee cannot cash out more than 4 weeks paid annual leave in any 12 month period.
- Insertion of an additional provision that enables cashing out of annual leave in conjunction with taking paid annual leave where contracted EFT fraction has reduced. In such a circumstance the cashing out limit of 4 weeks does not apply, however the Employee must still have 4 weeks annual leave remaining at their new EFT fraction.

Purchased leave (Clause 61)

An **amended clause** that includes:

- Purchased leave may be taken in conjunction with other types of leave.
- Must be used in the twelve month period in which it is purchased.
- Once approved, the Employee may only vary or cancel the arrangement in extraordinary circumstances.
- Unused purchased leave must be paid in a lump sum payment. Where varied or cancelled, payment must be made no later than two pay period following notification of the variation or cancellation.

Personal/carer's leave (Clause 62)

- Inclusion of a clear statement that, in accordance with the NES, personal/carer's leave accrues **progressively over the year according to the Employee's ordinary hours of work**. An Employer may, at its discretion, credit personal/carer's leave in advance of accrual.
- A clear statement that service for the purpose of personal/carer's leave includes service with Employers who are registered under the *Health Services Act 1988*, including those Employers covered by the Agreement and

registered community health centres.

- In addition to the existing entitlements, an Employee will be able to use one week (38 hours - pro-rata for part-time Employees) of personal leave in any year of service on account of a disability or where the Allied Health Professional is required in the circumstances to attend a registered health practitioner.
- Clarification that a Commonwealth or Victorian Statutory declaration can be used for personal/carer's leave.
- An amended clause regarding additional shifts that replaces previous clause 45.9 in the current enterprise agreement. An Allied Health Professional that is sick on an additional shift will be required to provide a medical certificate for the absence to access paid personal/carer's leave for that shift.
- A **new** provision that outlines personal/carer's leave will not be withheld by an Employer until all reasonable steps have been taken to investigate lack of advice. Opportunity must be given for the reasons why notification was not given.
- For the purpose of carer's leave, "unexpected emergency" will include providing care or support to an immediate family or household member experiencing family violence.
- Change to portability of personal leave to include an allowable period of absence (13 weeks in addition to leave paid out on termination).

Fitness for work (Clause 64)

- Insertion of a **new clause** that outlines a process for addressing an Employee's fitness for work where problems arise.
- The clause outlines the responsibilities of Employers and Employees, including:
 - a) Opportunity to discuss concerns about fitness for work to promote physical, mental and emotional health;
 - b) Right to representation during discussions; and
 - c) Where there is concern based on a reasonable belief, obtaining a medical report.

Reasonable adjustments (Clause 65)

Insertion of a **new clause** outlining the requirements for reasonable adjustments where an Employee has a disability. Though these are new to the Agreement, these are existing requirements under the *Equal Opportunity Act 2010*.

Family violence leave (Clause 66)

- Insertion of a **new clause** with an entitlement to family violence leave.
- The clause includes access to 20 days non-cumulative **special paid leave** that can be taken without prior approval (pro-rata for part-time Employees) for an Employee experiencing family violence. Casuals are able to access unpaid leave
- Allows an eligible Employee **supporting** a person experiencing family violence to utilise personal/carer's leave entitlement for this purpose.
- The clause requires an Employer develop guidelines, detailing actions to be taken when an Employee reports family violence
- Requirement that an Employer approve any reasonable request from an Employee experiencing family violence, including temporary or ongoing changes, such as:
 - a) span of hours or pattern or hours and/or shift patterns;
 - b) job redesign or changes to duties;
 - c) relocation to suitable employment; and
 - d) a change to their telephone number or email address to avoid harassing contact
- It also requires the Employer to identify **contacts** within the workplace that will be trained in family violence and associated privacy issues.

Parental leave and associated leave entitlements (Clauses 68, 69 and 70)

Re-drafted and updated to ensure NES compliance. The changes include:

- Clarity regarding what counts towards continuous service for the purposes of parental leave.
- Superannuation paid on Employer paid long parental leave.

- Eligible casual Employees entitled to paid parental leave.
- Insertion of keeping in touch days.
- Gender neutral terminology.

Breastfeeding (Clause 71)

A **revised** clause that includes paid break time for expressing breastmilk in the first year after birth, and the requirement for an Employer to provide places to express or feed and storage facilities.

Long service leave (LSL) (Clause 72)

A **re-drafted and revised** clause with an improved structure and additional changes including:

- **Part-time hours and fluctuating hours** – normal weekly hours will be calculated by taking an average over the preceding 12 months where this is more favourable to a part-time Employee with fluctuating hours.
- **Flexible taking of LSL** – LSL can now be taken in periods of not less than a week or any other arrangement agreed as a transition to retirement arrangement.
- **Access to LSL at 10 years** – An Employee will be able to access LSL after 10 years service at time agreed between the Employer and Employee, with the Employer to not unreasonably refuse to agree to a request by an Employee to take LSL at a certain time.
- **New provisions** to clarify what counts as continuous service and what occurs where there is concurrent service.
- **The exclusion that allows an Employer to not pay LSL after 10 years** continuous service where an Employee has been dismissed due to **serious and wilful misconduct** has been **removed**.

Ceremonial leave (Clause 75)

Insertion of a **new clause** providing unpaid ceremonial leave of 10 days for an Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent for ceremonial purposes. Approval of unpaid leave will not be unreasonably refused.

Professional development (PD) leave (Clause 77)

Amended clause that includes the following changes:

- The clause explicitly states that PD leave applies pro-rata for part-time Employees.
- An Employer can only require an Employee to report back on PD leave where an Employee is allocated sufficient time to prepare for this during ordinary hours.
- Time off in lieu (at ordinary rates) is now available for PD leave for periods where an Employee is not required to work as follows:
 - a) Full-time – days an Employee is not rostered to work.
 - b) Part-time – on weekends, after hours or where leave results in the Employee not having four clear days off.
- A new clause outlining that mandatory Employer training is not to be deducted from an Employee's PD leave has also been included.

Study leave (Clause 78)

Clause has been reworded for greater clarity and includes a new requirement that the reasons for non-approval of study leave have to be provided by the Employer in writing to an Employee.

Examination Leave (Clause 79)

Clause has been updated to indicate that examination leave is for an Employee to attend examinations necessary to obtain higher qualifications relevant to classifications in the Agreement

Conference/Seminar Leave (Clause 80)

Insertion of:

- a new requirement that the reasons for non-approval of conference/seminar leave have to be provided by the Employer in writing to an Employee.
- the ability for an Employee to apply to have their conference/seminar leave accumulate over 2 years in certain circumstances. A request by an Employee to do this must not be unreasonably refused by the Employer.

STAFFING MATTERS

Clinical Supervision (Clause 88)

Insertion of a new clause that states an Employee will receive supervision by a qualified and clinically appropriate health professional.

Safe staffing and workloads (Clause 89)

- Insertion of **new clause** that ensures safe staffing and workloads through a range of principles as follows:
 - a) Commitment to ensuring work/life balance.
 - b) Occupational Health and Safety to be taken into account when allocating work and when staffing issues are raised.
 - c) Sufficient staffing to enable Employee to perform their work during ordinary hours, take breaks and take leave.
 - d) Allocation of work so that an Employee can perform all aspects of their position during ordinary hours.
 - e) Reasonable overtime.
 - f) Safe rostering practices.
- The clause also includes a process for resolving workload or staffing disputes.

Backfill of leave (Clause 90)

- A **revised** clause that requires backfilling of an Employee or Employees absent on leave for a period of two weeks or more if this results in or may result in an Employee being unable to perform all aspects of their position and/or role during their ordinary hours.
- A dispute can occur where an Employer has not backfilled a position where it is/may have the workload effect outlined above. Consultation should occur in accordance with the safe staffing and workloads clause 89.

Advertising of vacancies (Clause 91)

- **Amendment** of the current timeframes for advertising - advertising of vacancies (for ongoing positions) to occur immediately after giving notice of termination if a vacancy will arise at the end of the notice period, and advertising of vacancies as soon as practicable where the vacancy will not arise immediately after the end of the notice period for example the Employee's role has been backfilled).
- An Employer will appoint someone to a vacant position as soon as practicable.

CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINARY PROCEDURE MATTERS

Consultation (Clause 13)

A **revised clause** that provides a comprehensive and structured consultative process and includes the following:

- A definition of consultation and when it is to occur.
- An amended definition of major change and significant effect.
- An outline of the steps of consultation and indicative timeframes for consultation.
- Examples of measures to mitigate the effects of the major change.
- Consultation on changes to regular rosters/ordinary hours as required by the Fair Work Act.

Dispute resolution (Clause 14)

- A **revised clause** that clearly lists the matters for dispute resolution being; any term of the Agreement or NES, a request for an additional 12 months parental leave or a request for flexible working arrangements.
- Allied Health Professionals now have access to **arbitration** if a matter is not resolved internally or through conciliation.
- Dispute settlement facilitation provisions have also been included for Employees who are involved in a dispute.

Performance management (Clause 15)

- A **new clause** that clearly outlines the performance management process. It contains both an informal process (where appropriate) and formal process.

- The formal process includes:
 - a) Written notice of performance concerns.
 - b) Notice of an Employee's right to be represented.
 - c) Meeting with the Employee regarding the performance concerns and an opportunity for the Employee to respond.
 - d) Where required a performance management plan.
 - e) An Employee to be given a reasonable opportunity to address performance issues over a reasonable time.
 - f) The Employer to provide feedback on Employee's performance and all reasonable support, counseling and training.

Note: Where performance may constitute misconduct, disciplinary clause applies. Where appropriate formal performance management may still apply.

Discipline clause (Clause 16)

- A **revised** clause to be used where an Employer has concerns about the conduct of an Employee or a performance issue that may constitute misconduct.
- The clause contains a two-step process. Step 1 - an investigative procedure and Step 2 - a disciplinary procedure, with details on what must take place during these two steps, including the rights of an Employee during the steps.
- A number of disciplinary outcomes may apply depending on the outcome of an Employers investigation process and the seriousness of the conduct or performance including; counselling, a warning process, a final warning etc.

OTHER CLAUSES

Individual flexibility arrangements (Clause 12)

A **revised** clause that includes an express statement that an Employee may appoint a representative for the purpose of an individual flexibility arrangement.

Part-time employment (Clause 19)

- Insertion of a **new** minimum engagement of 3 hours.
- New provisions regarding additional hours for part-time Employees. The elements of which include:
 - a) Employee can decline offer of ordinary hours.
 - b) Where an Employee is directed to work reasonable additional hours or works in excess of 38 hours per week (or average), overtime rates apply.
 - c) Additional ordinary hours worked by an Employee counts towards pro-rata leave entitlements such as accrued leave, family violence leave and professional development leave.

Casual conversion (Clause 21)

A **new clause** that outlines a process for conversion to full-time or part-time employment, including:

- A written request (by either the Employee or Employer).
- A response timeframe of 21 days (Employee must be notified of this timeline where an Employer makes a request for conversion).
- Where a request is refused, the reasons for refusal to be provided.
- A process for determining the relevant hours.

Note: In order to make a request, the hours worked by a casual need to be regular and systematic for a period of at least 26 weeks and do not include hours that are being worked due to other Employee absences.

Fixed term employment (Clause 22)

A **revised** fixed term clause that includes the following:

- An exhaustive list of the only circumstances in which fixed term employment can be used.
- A fixed term contract can only be for an initial period of 2 years.
- A process for extending fixed term contracts where certain requirements are met.
- Subject to the requirements of the clause being met, a maximum amount of 5 fixed term contracts or 5 years in

fixed term employment is permitted.

- When a fixed term Employee converts to permanent employment.

Letter of offer (Clause 23)

Insertion of a **new clause** with a requirement that an Employer provide an Employee with a letter of offer in accordance with **Appendix 5**.

Termination of employment (Clause 24)

Insertion of **new job search entitlements** where an Employee is terminated by the Employer as follows:

- In the case of redundancy – one day off without loss of pay during each week of notice.
- Any other reason – one day off without loss of pay at times that are convenient to the Employee after consultation with Employer.

Redundancy and related entitlements (Clause 25)

- Insertion of a **new clause** that contains provisions for redundancy and associated entitlements, including support to affected Employees (such as retraining, interview coaching etc.)
- The clause also includes a redeployment process of 13 weeks, including;
 - a) Definition of comparable role.
 - b) Employer and Employee obligations.
 - c) Salary maintenance for 52 weeks.
 - d) Preservation of accrued leave.
 - e) Relocation process (including a relocation allowance).
- Severance pay is as per the Victorian Government policy where an Employee is terminated as a result of redundancy.

Ending employment during parental leave (Clause 26)

- Insertion of a **new clause** that contains a process to be followed where an Employer proposes to terminate an Employee whilst on parental leave as a result of redundancy.
- The process includes:
 - a) Consultation and communication regarding the proposed change;
 - b) Employer and Employee obligations including:
 - a. Notification of redundancy to Employee (including available positions);
 - b. Employee choice of accepting redundancy or continued communication during parental leave period of available positions; and

Where an Employee does not accept redundancy and there is no transfer to another role, redeployment commences on the day after the Employee's parental leave ends.

Transition to retirement (Clause 27)

- Insertion of a **new clause** dealing with transition to retirement arrangements.
- Requests can be made by an Employee and will not be unreasonably refused to:
 - a) use accrued long service leave or annual leave for the purpose of reducing the number of days worked or working hours but retaining their previous employment status; or
 - b) accept a role that has a lower hourly rate and/or reduced hours while preserving the Employee's already accrued long service leave (in hours and/or wage rate)

Payment of wages (Clause 29)

- A **revised** payment of wages clause that outlines wages will be paid weekly or fortnightly and updates the method of wage payments.
- The clause also outlines when payments are to be made on termination as follows:
 - a) Employer and Employee terminating employment with notice – on or before the final day or work of the Employee.

- b) Other circumstances – no later than Thursday following the end of the pay period in which the Employee’s employment has been terminated.

Superannuation (Clause 30)

- Provides additional Employee choice to an **industry superannuation fund**.
- Payment of superannuation on Employer provided paid **long parental leave**.

Union matters(Clause 82)

A **revised** clause that consolidates and extends on existing provisions. It includes a number of entitlements, including:

- Access to Employees – Union electronic communication and attendance at orientation;
- Rights of Delegates and Health and Safety Representatives – access to facilities, time release and payment for attending meetings outside of paid time under certain circumstances;
- Noticeboards – Includes the potential for electronic noticeboards;
- Subject to reasonable operational requirements, secondment to the Union.
- **Leave without loss of pay** for Employees who are **Union officials** to fulfil their duties as an official of the Union on the Branch Committee, National Executive or National Council of the Union.
- Broader Union training provisions.

Service delivery partnership plan (Clause 83)

- Insertion of a **new clause** with a requirement to develop a *Service Delivery Partnership Plan Working Group* (SDPPWG) within six months of the Agreement being approved.
- The SDPPWG will comprise of nominated representatives from the Union, VHIA and DHHS (as required).
- The SDPPWG will facilitate the parties’ commitment to the improvement of productivity and efficiency of the Victorian Public Health System as outlined in the clause.

Prevention and management of workplace bullying (Clause 94)

A **revised** clause that provides an obligation on Employers (in consultation with the Union) to proactively develop measures to improve occupational health and safety (particularly workplace bullying). This includes identifying bullying prevention principles and practices in consultation with the Union (implementing these where appropriate).