

# Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2021-2025

# Discussing today

- Key changes in the new Agreement
- Action items for you
- Helpful resources



# General changes to note

- Many terms which were dealt with separately under each section have been merged from the old Section 2 and 3 into Section 1 in the new Agreement; this means less duplication of clauses
- A number of new classification structures are introduced with this Agreement
- Note that the changes take effect on commencement of the EBA (20 April 2022) unless otherwise advised



# Section 1 – common terms

# Clause 14 & 15 Police Checks and Working with Children Checks (WWCC)

- New clause added to require Employees to obtain and maintain Police Checks and WWCC as a condition of employment where legislation requires
- No change to current practice, but now enshrined in the Agreement where previously it was based on Monash Health's custom and practice



# Managing Conduct and Performance – Clause 18

- Change of wording from ‘Verbal Warning’ to ‘First Warning’
- Removal of counselling records after 12 months
- Where Employee does not dispute allegations, they can decline initial interview meeting
- Performance management (PIP) can take place outside the disciplinary process



# Managing Conduct and Performance – Clause 18 cont.

- An exception to the requirements of the 2-step investigation and disciplinary process now exists for Employees who have not completed a minimum period of employment of 6 months (Probation)
- Separate process involving:
  - Providing concerns in writing to the Employee
  - Advise of right to representation
  - Allow opportunity to improve (unless Serious Misconduct)
  - Meet with Employee and consider mitigating circumstances before making decision to terminate employment
- An internal process has been developed to meet with Employees and allow them an opportunity to improve prior to potentially terminating
- Contact your People and Culture Business Partner for assistance with this



# Regular Part-time Employment – Reasonable Additional Hours– Clause 21.10

- New term to clarify how a part-time Employee is offered and accepts or declines reasonable additional hours and rates paid
- If offered additional hours and accepts, paid at ordinary rate
- If directed to work reasonable additional hours or works in excess of ordinary hours, paid at overtime rate
- Employees can decline an offer to work additional ordinary hours





# Part-time Review of Hours – Clause 22.1

- Review can now occur at request of Employee or Employer at 26 weeks instead of 52
- Response required within 21 days of request
- Hours worked cannot be replacing another employee on an absence or temporary flexibility arrangement



# Casual Employment – Clause 23.5

- New term to allow Employers to set off casual loading received by an Employee in a period where they are determined to actually have been employed on a full-time or part-time basis
- Set off amount is against the paid entitlements which would have been paid had the Employee been full-time or part-time



# Casual Conversion – Clause 24

- Terms of the clause have been adjusted to align with National Employment Standards
- New casual conversion process is up and running through [casualconversion@monashhealth.org](mailto:casualconversion@monashhealth.org) team
- Refer to the P&C Intranet for further information



# Fixed-term Employment – Clause 25

- Amended to include more clarity on when genuine fixed-term arrangements can be used including:
  - Graduate positions
  - Long term WorkCover replacement
  - Special Projects or a body of work with clear parameters determined in advance by the Employer with the intent to deliver a specified outcome within an anticipated timeframe
  - Backfill including for extended leave (such as Parental Leave and Long Service Leave), to support flexible working arrangements, temporary assignment or secondment



# Employee leaving during Redundancy Notice Period – Clause 26.7

- Employees now able to voluntarily resign from employment during the redundancy notice period and still receive the benefits they would have received if the employment terminated due to redundancy



# Superannuation – Clause 31

Employers are now required to pay superannuation on paid and unpaid parental leave, including any period of extended parental leave.

The method of calculating average weekly superannuation contributions will be:

*Employee's OTE calculated on pre-salary packaging earnings (earnings immediately prior to commencing parental leave) for 26 full pay periods / 52 - to determine weekly average superannuation contribution*



# Lead Apron Allowance – Clause 37

- New clause inserted to provide entitlement to allowance where an employee is required to wear a lead apron as normal part of their duties
- Theatre Technicians and Interpreters are eligible Employees in this Agreement
- To be entitled to a lead apron allowance, the apron must be worn for the full shift or part thereof.



# Travelling Allowance – Clause 41

- Removal of PMU and insertion of cylinders to determine appropriate vehicle allowance
  - Lower rate is 4 Cylinder and electric
  - Higher rate is 5 Cylinder and above
- Payroll working to implement
  - Keep an eye open for wording changes in Kronos





# Accrued Days Off – Clause 47

- New term included to allow Employees to request a review of their system of working to grant ADOs
- Employees who request a review must be responded to within 21 days
- Dependent on Employee requests, if assistance is needed contact P&C Business Partner for advice



# Annual Leave – Clause 53

- New term to increase the amount of annual leave accrual of all employees by one week
- Monday to Friday workers are now 5 weeks per annum
- Shift workers are now 6 weeks per annum
- Annual Leave Loading cap has increased by 2.0% per annum
- These changes are not backdated and come into effect from approval of the Agreement (April 2022)
- 2.0% extra leave loading is payable on fifth week of annual leave and not backdated



# Personal Leave – Clause 55

- Wording amended to include taking personal leave for the purposes of attending registered health practitioner appointments where the appointment can't reasonably be made at a time that doesn't conflict with rostered hours
- When using personal leave for this purpose;
  - Must give reasonable notice of intent to take leave for this purpose
  - Must receive prior approval and provide evidence to support leave
  - Should endeavour to make the appointment where possible at the start or end of a rostered shift
- Carer's leave evidence clause amended; if required, Employees must produce a statutory declaration or evidence to satisfy a reasonable person to support the taking of carer's leave
- Evidence requirements have adjusted specifically for Managers and Administrative workers where there are now limits on some forms. The Organisation is still working through this and status quo will remain until further information is provided to you.



# Parental Leave – Clause 59

- Entitlement to paid leave has increased :
  - Long Parental Leave - 14 weeks (Primary Carer)
  - Short Parental Leave - 2 weeks (Non-Primary Carer)
- 6 months continuous service now needed to be entitled to paid Parental Leave (was previously 12 months)
- Parental Leave must have begun on or after 1 April 2021 to benefit from the changes
- Will need to advise what happens when employees have returned from parental leave already – paid out, flexibly take additional leave etc
- Paid long parental leave must now be taken at the same time as the birth or placement of the child.



# Long Service Leave – Clause 61

- Realignment of the clause to align more with the Victorian LSL Act
- Eventually Employees will be able to access LSL entitlement after 7 years continuous service
- This is a phased implementation as follows;
  - 9 years from 1 July 2021
  - 8 years from 1 July 2022
  - 7 years from 1 July 2023
- Employees will have an entitlement earlier than might have been planning for, worth reviewing with your teams and planning for entitlement to come live



# Long Service Leave – Clause 61

The following absences now count towards continuous service:

- Any period of unpaid leave taken on account of illness or injury
- A period of parental leave, including parental leave that is extended
- The first 52 weeks of any other type of unpaid leave not specifically referenced elsewhere in clause 61.2(b)(ii) (such as leave without pay).



# Leave to Engage in Voluntary Emergency Management Activities – Clause 62

- Entitlement is up to 2 weeks **paid** leave, approval subject to operational requirements arising from any emergency
- Recognised organisations include but not limited to; Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance
- Also applies where an Employee requires leave to attain qualifications or requalify to perform activities in an emergency management body, subject to operational requirements



# Special Disaster Leave – Clause 65

- New clause that applies to permanent employees.
- Provides 3 days of paid leave per calendar year for an Employee who is unable to attend work due to a disaster
- Only applies where Personal Leave is not available either because the employee has exhausted their leave or because the circumstances do not qualify for personal leave.
- Disaster (such as fire or flood) where:
  - the Employee's residence is damaged or under imminent threat of major damage;
  - the lives or safety of their immediate family or household members are threatened; or
  - there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.





# Excess Annual Leave – Clause 66

- Clause amended, actual amount of excess annual leave is unchanged from old Agreement
- Annual leave is considered in excess at more than 8 weeks accrual for Monday to Friday workers or more than 10 weeks accrual for shift workers
- Employee and manager must try to agree to plan to take leave to reduce or eliminate excess leave balance
- Where agreement cannot be reached a direction can be given by the employer to the Employee to take the excess leave but not within 8 weeks or more than 12 months after the direction is given
- Clause now provides clear process for reducing excess leave balances
- Access P&C Intranet for resources to assist managing excess leave



# Public Holidays – Clause 69

- Removal of weekend rostered off benefit for Monday to Friday workers (includes Easter Saturday/Sunday)
- Public holiday worked penalty reduced from 250% to 200%
- Australia Day public holiday can be substituted for a day during NAIDOC week at Employee's request



# Secure Employment – Clause 77

- Amended terms and new elements to the clause. Not obligated to conduct advertising for vacant hours no greater than 16 hours a week (32 per f/n)
- Instead these vacancies can be filled with an internal department EOI
- Employees who are on contract of 74 hours per fortnight must be offered a conversion to full-time employment within 3 months of the Agreement coming into effect. This has already been actioned.



# Section 2 – Health and Allied Services Employees

## Section 2 – Nauseous Work Allowance – Clause 11

- Updated list of Employees who can be eligible to receive the allowance;

- |  |   |
|--|---|
| • Allied Health Assistant                                      | • Laundry Hand                          |
| • Anaesthetic Technician                                       | • Liver Transplant Technologist         |
| • Driver   | • Cleaner / Patient Transport Assistant |
| • Dual Qualified Technician (Sterilising & Operating Theatres) | • Pathology Collector                   |
| • Food and Domestic Services Assistant                         | • Pathology Technician                  |
| • General Services Supervisor                                  | • Patient Services Assistant            |
| • Health Care Worker   | • Patient Transport Officer             |
| • Hospital Attendant   | • Pharmacy Technician                   |
| • Instrument Technician  | • Storeperson                           |
| • Dual Qualified Technician                                    | • Security Officer                      |
| • Laboratory Assistant   | • Theatre Technician                    |

- Theatre Technicians are eligible to receive an additional \$350 p.a.



# Section 2 – Educational Incentive Allowance – Clause 16

- The Multi-skilling Allowance has been removed and replaced with this clause
- First payment of \$500 is payable from the FFPPOA the commencement date of the Agreement, with an additional \$250 backdated to FFPPOA 31 March 2022 (\$750 in total)
- Additional payments of \$250 arise on 31 March 2023 and 2024 and 30 September 2024
- Will be managed through Payroll process



## Section 2 – Code Grey/Code Black Response Clause 19

- New clause to recognise participation of PSAs in code grey/black response
- Employees must have appropriate training including physical assessment component
- Ability for PSA Employees to opt-out on OHS grounds
- A per shift allowance will be payable to Employees who are rostered to respond to code grey/black events



## Section 2 – Patient Transport and Security Officer Certificate Allowances – Clauses 20 & 21

- New clauses to give entitlement to certificate allowances to appropriately qualified Patient Transport Officers and Security Officers
- Options will be appearing in Kronos/Mercury
- Contact Payroll for more information if needed
- More information around the process would be helpful for managers re Kronos codes, variations etc





## Section 2 – Hours of Work – Clause 22

- Clause amended to provide for 12 hour shifts
- Provides clear process for implementation and review of 12 hour shift working patterns
  - Only by mutual agreement
  - Must manage fatigue in accordance with Work-related Fatigue clause
  - Must have 10 hours off-duty after each 12 hour shift



## Section 2 – Overtime – Clause 25

- Clause amended to provide clarity on when Overtime is payable
- by a full-time employee, where:
  - work is performed in excess of the ordinary agreed hours on a particular day, or,
  - work is performed in excess of ordinary hours, or
  - work is performed in excess of twelve hours in any one shift
- by a part-time employee, where:
  - work is performed in excess of ordinary hours as prescribed in subclause 7.1 of Section 3, or
  - the Employer directs the Employee to work additional hours but excluding where an Employee is offered and accepts additional ordinary hours; work is performed in excess of twelve hours in any one shift
- by a casual employee where:
  - work is performed in excess of ordinary hours as prescribed
  - work is performed in excess of twelve hours in any one shift.



## Section 2 – Study Leave – Clause 31

- No changes to quantum of leave available
- Wording amended to include study leave for online and face to face components as well as study-related placement
- Part-time or full-time employees with at least 12 months service can request temporary changes to their contract to accommodate study including:
  - an unpaid leave of absence for no longer than twelve months
  - a variation to their existing contract of employment to reduce their working hours for no longer than twelve months
  - a request to flexibly use accrued Long Service Leave or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status



## Section 2 – Transition to new Classification Structures for varied Employee Groups

- Instrument Technicians
- Theatre Technicians
- Food Services
- General Services
- Pathology Collectors
- Allied Health Assistants
- Healthcare Workers
- Lifestyle Assistants and Complimentary Therapies



# Section 3 – Managers and Administrative Workers

## Section 3 – Overtime – Clause 10

- Clause amended to provide clarity on when Overtime is payable
- by a full-time employee, where:
  - work is performed in excess of the ordinary agreed hours on a particular day, or,
  - work is performed in excess of ordinary hours, or
  - work is performed in excess of twelve hours in any one shift
- by a part-time employee, where:
  - work is performed in excess of ordinary hours as prescribed in subclause 7.1 of Section 3, or
  - the Employer directs the Employee to work additional hours but excluding where an Employee is offered and accepts additional ordinary hours; work is performed in excess of twelve hours in any one shift,



# Section 3D Part 1 – Managers and Admin Workers

- New classification structure
- HS1A now limited to 12 months experience
- New 'levels' for HS1-HS5, based on service in that classification grade
  - For example those that are HS1 level 2 will increment to level 3
- Communications have been issued and translation carried out
- Contact HR Advice Line or Payroll for further advice or queries



# Resources

- **Advice Line**

Email: [hradvice@monashhealth.org](mailto:hradvice@monashhealth.org)

Phone: 9265 2724

- **Payroll**

Phone Enquiries

03 8572 5605 - Option 1

Log an online query: <http://intranet.southernhealth.org.au/payroll/default.html>

- **People and Culture Intranet**

<http://intranet.southernhealth.org.au/humres/Default.htm>

