

Heads of Agreement

Health and Allied Services, Managers and Administrative Workers (Victorian Stand-Alone Community Health Services) (Multi Employer) Enterprise Agreement 2022 – 2026

Preamble

This Heads of Agreement represents a full and final settlement of all claims for improvements in wages and conditions initiated by the HWU in its log of claims dated 5 August 2022, replacing the *Victorian Stand-Alone Community Health Services (Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2018- 2022*.

The contents of this document, if agreed and endorsed by the relevant parties, is proposed to be contained in a Multi-Employer Agreement to which the employers listed in **Appendix A** have agreed to be respondent.

The proposed Agreement will commence from seven days after the approval of the agreement by the Fair Work Commission with a nominal expiry date of 30 June 2026.

The parties endeavor to have the agreement approved by the Fair Work Commission prior to early December, with a view for back pay to be made prior to the Christmas and New Year period.

Part 1 – Application and Operation of the Agreement

Clause 3 – Commencement Date and Period of Operation

- A four-year Agreement with a nominal expiry date of 30 June 2026

Clause 7 - Savings

- Ensure no employee has their rate of pay reduced by the implementation of a new classification structure

Part 2 – Dispute Resolution, Consultative Structures and Discipline

Clause 12 - Dispute Settlement (retitled as Dispute Resolution)

- Minor redraft to facilitate disputes of a collective nature

Clause 13 - Redundancy

- A further qualifying period and/or probationary period is not to apply to an employee affected by a transfer of business.

Clause 14 – Disciplinary Procedures (retitled as Managing Conduct and Performance)

- Amendments to align process on matters pertaining to:
 - natural justice during investigations.
 - a process of efficiently managing conduct and performance where the allegations are not in dispute.
 - a process of managing conduct and performance of employees who are within their six-month minimum employment period.
 - the consideration of people with disabilities when managing conduct and performance.
 - a process to performance manage as opposed to investigate conduct or performance

Part 3 – Employment Arrangements

Clause 25 – Vacancies (retitled as Secure Employment)

- A new Secure Employment clause that:
 - provides for the advertising of vacant positions or available hours.
 - facilitate the filling of available hours of no greater than sixteen (16) hours a week through department-level expressions of interest to increase part-time contract hours and reduce casualisation.
 - give preference to existing employees prior to engaging agency staff.
 - promote employment opportunities to suitably qualified and/or experienced members of the local workforce to the maximum extent permitted by law, this includes restricting (but not prohibiting) the use of subclass 457 (Temporary Work (Skilled) Visa) and subclass 417 (Working Holiday Visa) in Health & Allied Services classifications

New – Employment Related Checks

- A new Employment Related Checks clause that:
 - require Employees as a condition of employment to obtain and maintain their Working with Children Check status where legislation requires

- require Employees as a condition of employment to obtain and maintain their Police Check/Certificate status where legislation requires
- requires Employees as a condition of employment to obtain and maintain their NDIS Worker Screening Check where legislation requires
- prohibits the Employer from requiring Employees to pay for their own Employment Related Checks (both prior to and during employment) (including Working with Children Check, Police Check/Certificate and NDIS Worker Screening Check) where it is not required by legislation for their role.

Part 4 – Classification Structure, Wages and Related Matters

Clause 30 – Salary Increases

- Increases to wages and allowances as follow:
 - 3.00% FFPPOA 1 July 2022
 - 3.00% FFPPOA 1 July 2023
 - 2.50% FFPPOA 1 July 2024
 - 2.50% FFPPOA 1 July 2025
- Payment of Additional Wage Uplifts to Dental Assistants to address recruitment and retention – See **Appendix C**

Part 5 – Allowances and Reimbursements

Part 6 – Working Hours and Related Matters

Clause 46 - Hours of Work

- The simplification of the Hours of Work clause to provide greater rostering flexibility.
- The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week in a fortnight or 4- week period, with 12 hour shifts by mutual agreement

Clause 48 & 50 - Broken Shifts

- Remove references to 'broken shifts' from the Agreement

Clause 52 – Recall (new Remote Recall subclause)

- A minimum 1 hour payment at the appropriate overtime rate where the on call employee is disturbed but can resolve the matter appropriately without the need for returning to the facility.

Clause 50 - Overtime

- While not changing the terms and conditions for Overtime, conduct a redraft to simplify.

New - Part Time Additional Hours

- A part time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits of ordinary hours prescribed in the Agreement.

New – Workload Management

- Insertion of a new clause to address matters pertaining to workload management, fatigue, the assignment of work and encouraging line-level resolution of workload management concerns.

New – Breastfeeding

- Insertion of a new clause to provide for reasonable paid break time for an Employee to express milk for her nursing child, or breastfeed the child within the workplace, for one year after the child's birth (additional paid time can be requested and not reasonably refused)
- Requires the employer to provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion to express breast milk or to breast feed a child in public,
- Requires the provision of appropriate refrigeration.

Part 7 – Leave of Absence and Public Holidays

Clause 55 - Public Holiday Substitution

- Insertion of a public holiday substitution clause. This clause shall allow, at the instigation of the employee and by mutual agreement, an employee to substitute a religious based public holiday with a day of greater cultural significance to the employee.

Clause 55 - Easter Saturday & Sunday (M-F Workers)

- Remove the Public Holiday Not Worked benefit on Easter Saturday and Sunday for Monday to Friday Workers

Clause 60 - Long Service Leave

- Transition to access to Long Service Leave for employees who are not terminating as follows:
 - from 15 years to 10 years from 1 July 2022,
 - 9 years from 1 July 2023,
 - 8 years from 1 July 2025 and
 - 7 years from 30 June 2026

Clause 62 - Parental Leave

- Increase non-primary carer paid component from 1 week to 2 weeks.

Clause 65 - Ceremonial Leave

- Review against changes to the National Employment Standards

Clause 66 - Family Violence Leave

- Family Violence Leave will be payable for 20 days per year, regardless of mode of employment.

New - Severe Weather Event Leave

- A new clause that provides for up to five (5) days paid leave per annum for use in situations where:
 - a recognized emergency prevents the employee attending work,
 - the property of the employee is adversely affected or the
 - patients/residents have been moved because of imminent threat or damage to the facility.

New – Promoting Mental Health and Wellness

- Inclusion of a new day of leave promoting individual mental health and wellness. Full Time employees are entitled to 1 day per anniversary year (not cumulative and not payable to P/T or Casual) which is encouraged to be used for activities that promote an individual's mental health and wellness.

Part 8 – Union Facilitation

Clause 73 - Noticeboards

- The Employer shall facilitate consultation with the Health Workers Union on the installation of electronic noticeboards within the first twelve months of the Agreement. The installation of electronic noticeboards will occur where mutually agreed and shall be at the cost of the Health Workers Union.

New - Payroll Deduction of Union Dues

- Payroll deductions for the payment of HWU membership fees where the Employee nominates this to occur and where this does not create an undue administrative burden on the Employer.

Part 9 – Conditions of Employment specific to Management and Administrative Officers

Part 10 – Conditions of Employment specific to Health and Allied Services Employees

Clause 106 – Juniors, Trainees and Apprentices

- Remove Juniors (and Junior rates) from the Agreement

New - Wage Skill Group 1 Translation

- Employees will only be classified at Wage Skill Group 1 for three months from commencement within the Victorian Community Health Sector; service with the Victorian Public Health Sector is recognised for this clause upon presentation of reasonable evidence.

Part 11 – Conditions of Employment specific to Dental Assistants

- Align Dental Assistant terms and conditions with those under Health & Allied Services, this includes higher Personal/Carers Leave accrual.

Schedule A – Employers Covered

Schedule B – Management and Administrative Officers Classification Structure

New - Clerical Workers translate to Management & Admin

- From 1 July 2022, Clerical Workers translate to Management & Administrative Officers classification structure – See **Appendix B**

Schedule C – Health and Allied Services Employees Classification Structure

New - Instrument Technician, Complimentary Therapies, Lifestyle Assistants, Pharmacy Technician and Dental Assistants

- Insertion of new roles into the Agreement and minor changes to Dental Assistants to recognise Certificate IV qualifications.

Schedule D – Dental Assistants Classification Structure

Schedule E – Salary and Allowance Schedule

- Updated to reflect Wages outcome.

Schedule F – Supported Wage System for Employees with Disabilities

APPENDIX A – RESPONDENT EMPLOYERS

ABN	Community Health Service
82 136 672 681	Access Health and Community
98 227 492 950	Ballarat Community Health Centre
87 776 964 889	Banyule Community Health
96 536 879 169	Bellarine Community Health Ltd
76 026 154 968	Bendigo Community Health Service
50 362 120 798	Central Bayside Community Health Services Ltd
57 167 212 302	Cohealth Ltd
70 136 370 422	Connect Health and Community
68 047 988 477	DPV Health Ltd
76 640 576 694	Gateway Health
39 041 514 660	Gippsland Lakes Complete Health Limited
41 831 668 189	Grampians Community Health
32 180 310 839	HealthAbility (Nillumbik Community Health Service Ltd)
16 620 265 885	Inspiro
68 846 923 225	IPC Health
40 685 448 071	Nexus Primary Health
21 820 901 634	North Richmond Community Health Limited
11 507 709 511	Northern District Community Health
63 136 509 343	Primary Care Connect
74 711 038 580	Star Health
32 084 682 579	Sunbury and Cobaw Community Health
56 957 121 036	Sunraysia Community Health Services Limited
31 905 329 561	Your Community Health

APPENDIX B – TRANSLATION OF CLERICAL WORKER TO MANAGEMENT AND ADMIN

Classification	Year	Current (1/7/21)	FFPPOA 1 July 2022	FFPPOA 1 July 2023 (3%)	FFPPOA 1 July 2024 (2.5%)	FFPPOA 1 July 2025 (2.5%)
Clerical Worker C	1	\$1,078.90	\$1,131.35 (current HS1A + 3%)	\$1,165.29	\$1,194.42	\$1,224.28
	2	\$1,088.30				
	3	\$1,095.00				
	4	\$1,103.40				
	5	\$1,104.70				

Classification	Year	Current (1/7/21)	FFPPOA 1 July 2022	FFPPOA 1 July 2023 (3%)	FFPPOA 1 July 2024 (2.5%)	FFPPOA 1 July 2025 (2.5%)
Clerical Worker B	1	\$1,112.90	\$1,180.79 (current HS1 + 3%)	\$1,216.21	\$1,246.62	\$1,277.78
	2	\$1,119.80				
	3	\$1,126.50				
	4	\$1,134.80				
	5	\$1,136.20				

Classification	Year	Current (1/7/21)	FFPPOA 1 July 2022	FFPPOA 1 July 2023 (3%)	FFPPOA 1 July 2024 (2.5%)	FFPPOA 1 July 2025 (2.5%)
Clerical Worker A	1	\$1,224.20	\$1,264.89 (mid-way point between current HS1 and HS2 + 3%)	\$1,302.84	\$1,335.41	\$1,368.80
	2	\$1,231.20				
	3	\$1,238.00				
	4	\$1,246.30				
	5	\$1,247.90				

APPENDIX C – REVISED RATES OF PAY FOR DENTAL ASSISTANTS - Note: Highlighted cells represent the rate that was used to apply the 1 July 2022 indexation to collapse the paycodes.

Classification		Old Pay code	New Pay Code	Current	FFPPOA 1 July 2022 (5%)	FFPPOA 1 July 2023 (5%)	FFPPOA 1 July 2024 (5%)	FFPPOA 1 July 2025 (2.5)
Grade 1 Dental Assistant		1.1	1.1	\$49,368.21	\$52,532.13	\$55,158.74	\$57,916.67	\$59,364.59
		1.2		\$50,030.60				
Grade 2 Dental Assistant	Grade 1(a) after 12 months	2.1	2.1	\$50,030.60	\$53,577.87	\$56,256.76	\$59,069.60	\$60,546.34
	Grade 1(b) after 12 months	2.2		\$51,026.54				
	Progression based on the Employers Performance Management Process	2.3	2.2	\$52,021.30	\$54,622.37	\$57,353.48	\$60,221.16	\$61,726.69
		2.4	2.3	\$53,017.24	\$55,668.10	\$58,451.51	\$61,374.08	\$62,908.43
		2.5	2.4	\$54,012.00	\$56,712.60	\$59,548.23	\$62,525.64	\$64,088.78
	Certificate III	2.6	2.5	\$55,007.93	\$59,849.79	\$62,842.28	\$65,984.39	\$67,634.00
	Progression based on the Employers Performance Management Process	2.7		\$56,003.87				
		2.8		\$56,999.80				
		2.9		\$57,995.74				
Senior Clinical Dental Assistant (by appointment only)	Progression based on the Employers Performance Management Process	3.1	3.1	\$57,995.74	\$61,963.38	\$65,061.55	\$68,314.62	\$70,022.49
		3.2		\$59,012.74				
		3.3	3.2	\$60,030.91	\$65,173.80	\$68,432.49	\$71,854.12	\$73,650.47
		3.4		\$61,049.08				
		3.5		\$62,070.29				
Clinical Coordinator – Dental Assistant (by appointment only)	Progression based on the Employers Performance Management Process	4.1	4.1	\$62,070.29	\$67,650.14	\$71,032.64	\$74,584.27	\$76,448.88
		4.2		\$64,428.70				
		4.3	4.2	\$66,864.59	\$72,851.08	\$76,493.63	\$80,318.31	\$82,326.27
		4.4		\$69,381.98				
		4.5		\$71,914.71				

Signatories

SIGNED for and on behalf of the Employers referred to in **Appendix A** by the authorised representatives of the **Victorian Hospitals' Industrial Association, 88 Maribyrnong Street, Footscray, VIC, 3011**

Signature
Stuart McCullough, Chief Executive Officer

SIGNED for and on behalf of the **Health Workers Union, South 222, Kings Way, South Melbourne, VIC, 3205** by its authorised officer in the presence of

Signature

Full Name