

Agreed resolution of all matters for the Medical Scientists, Pharmacists and Psychologists) 2016 Multi-Enterprise Agreement Claims.

The following are the in principle agreed matters between the Victorian Hospitals' Industrial Association and the Health Services Union Vic No 4 Branch. This in principle agreement is subject to government approval.

Application and Operation of the Agreement

- Existing agreement scope, as it applies to HSU Vic No 4 Branch to be retained.
- The proposed new agreement is a stand-alone agreement and is to replace the current agreement in its entirety.
- The proposed Agreement is to be titled the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017- 2021.
- The proposed Agreement will operate until 8 January 2021. The Agreement will come into force with effect 7 days after the Fair Work Commission formally approves the agreement.
- Negotiations for a new agreement may commence 6 months prior to the expiration of the agreement.
- This agreed resolution settles all cost matters at issue raised during the 2016/17 bargaining round.

Wages and Allowances

The following increases will apply to all current wage and allowance amounts (save for travel allowances) during the life of the agreement:

- From the first pay period to commence on or after 25 January 2017; 3.25 % general increase
- From the first pay period to commence on or after 25 January 2018; 3.25 % general increase
- From the first pay period to commence on or after 25 January 2019; 3.25 % general increase
- From the first pay period to commence on or after 25 January 2020; 3.25 % general increase
- A once off good will payment for each employee of \$750 for a full time employee and pro rata for part time employees, which is to be paid on the first pay period to commence on or after the approval of the agreement.
- Agreed Grade 2 wage rate increases

Annual Leave

An additional week of annual leave for ongoing employees to accrue from the date of formal approval of the agreement by the Fair Work Commission. This leave attracts annual leave loading payment as per the current entitlement.

Changes to Public Holiday benefits

Existing entitlements for accrual of public holiday leave and penalty rates to be standardised to the provisions of the Nurses Public Sector EBA in accordance with the following principles

:

- Amendment to clause 69.7.1 - entitlement changed to 200% not 250% for payment for time worked on a public holiday occurring on a weekday
- Amendment to clause 69.8.1 - entitlement changed to 100% not 150% for a public holidays occurring on rostered day off
- Removal of clause 69.8.3 in respect of Easter Saturday for the day not the declared additional day for Monday to Friday workers
- Amendment to clause 69.4 – will apply to both a substitute and/or an additional holiday declared under Victorian law in respect to public holidays falling on weekends.
- Amendment to clause 69.8 - payment or leave accrual will not apply to Mon to Fri workers when any public holiday occurs on Saturday or Sunday
- Amendment to clause 69.5 – entitlement does not apply to part-timers who never work ordinary hours on a Saturday or Sunday for public holidays on those days.

Agreed clauses:

To be attached

- **Scientist progression from Grade 1 to Grade 2**
- **Workforce Management and Leave Replacement Staff**
- **Filling vacant positions**
- **Rostering Principles and Protocols**
- **Overtime deeming**
- **Use of other leave with parental leave (60.17.2)**
- **Return to work from parental leave (60.15.4 & 60.15.5)**
- **Training and meetings during meal breaks**
- **Part time employment**
- **Higher duties**

The HSU Vic No 4 Branch agrees to support initiatives to strengthen the response of health services to family violence including training to expand capacity and capability of health service staff to respond to family violence.

SDPP

As per attached

Other Terms and Conditions of Employment

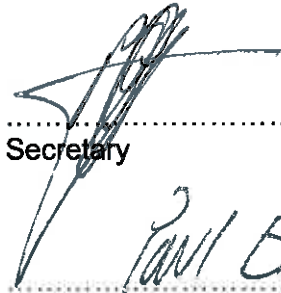
It is acknowledged that whilst the parties have not fully completed the drafting of this agreement and they undertake to do so by the earliest possible date.

The parties have agreed to principles relating to Clinical Supervision of Psychologists, Consultation and Redundancy clauses (including a Schedule preserving higher benefits in the current schedules of the existing agreement).

Once drafting of the new agreement is complete the Department of Health and Human Services will submit the proposed agreement for final Government approval prior to a ballot of employees being undertaken as required by the Fair Work Act.

No payment of increased salaries allowances or conditions of employment will be made or applied prior to the formal approval of these arrangements by the Victorian Government and of the Agreement by the Fair Work Commission.

Signed by the Health Services Union
Victoria No 4 Branch in the presence of:



Secretary

Name (print)

Paul Elliott

Date:

2/2/2017

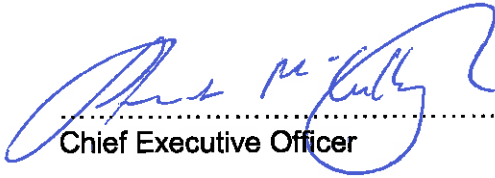


Witness

Name (print)

PETER WELLS

Signed by the VHIA on its own behalf and
on behalf of Employers listed in the
Schedule to the Agreement in the
presence of:



Chief Executive Officer

Name (print)

STUART MCCULLOUGH

Date:

2/2/17



Witness

Name (print)

Alec JONOFF

HSU 4 Service Delivery Partnership Plan

- 1.1 This plan has been developed in conjunction with the Victorian Government's enterprise bargaining policy framework, and the implementation of the improvements listed will assist in improving the quality of public health services to our community.
- 1.2 The parties are committed to contributing to improve the productivity and efficiency of the Victorian public health system by:
 - (a) improving patient treatment times through flow improvements and discharge practices;
 - (b) enhancing patient safety through increased immunisation/vaccination rates
 - (c) reducing illness and injury through occupational health and safety interventions
 - (d) providing backfill through relief bank staff;
 - (e) reducing the use of fixed term and casual employees;
 - (f) collaboration between the parties to reduce the environmental impact of health services;
 - (g) reducing disputation through joint education programs for relevant managers and employees with supervisory responsibilities,
 - (h) modernising the agreement through the development and implementation of common enterprise agreement clauses across agreements in the Victorian public health sector where possible; and
 - (i) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards.
- 1.3 To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (SDPPWG) within six months of the agreement being approved by the Commission. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.
- 1.4 The SDPPWG will comprise nominated representatives from the union, the VHIA and DHHS (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required
- 1.5 The SDPPWG will examine workloads and resourcing in hospital pharmacies. The Parties recognise that fatigue and high levels of absenteeism can impact on the welfare of the workforce and ultimately clinical quality standards. The Parties to this SDPP recognise this is a priority task for the Working Group.
- 1.6 The SDPPWG will examine establishing relief banks for scientists and pharmacists to provide backfill and relief staff for public sector pathology laboratories and pharmacy departments. The Parties recognise that fatigue and high levels of absenteeism resulting from understaffing and high workloads impact on the welfare of the workforce and ultimately clinical quality standards. The Parties to this SDPP recognise this is a priority task for the Working Group.
- 1.7 In the context of discussions relating to best rostering practices during 2016 enterprise agreement bargaining the SDPPWG will examine rostering practices in pathology services to identify how rosters impact on fatigue and absenteeism. The SDPPWG will particularly examine issues such as frequency of rostered weekend shifts, recall duties and levels of overtime performed. The Parties note Safe Work Australia's Guide for

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Managing the Risk of Fatigue at Work will be a reference for the SDPPWG deliberations.

- 1.8 The SDPPWG will consider how to achieve optimum rostering practices that will reduce fatigue, absenteeism and enable shift workers covered by the Agreement to better balance work and family responsibilities.
- 1.9 The SDPPWG will investigate options to change the current method of Long Service Leave accruals to one of accrual by the hour. The Parties note that this issue has been the source of significant conflict for a long period of time and that a new method would be equitable for employees and more efficient with respect to health services' administration of LSL.
- 1.10 A dispute over the implementation of this clause or a matter arising in SDPPWG deliberations will be dealt with in accordance with clause XX- Dispute Resolution Procedure.

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Claim 3.1 – Automatic Progression from Grade 1 to Grade 2 (Audiologists, Dietitians, Genetic Counsellors, Medical Scientists and Pharmacists)

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Add the following new clause:

1. Medical Scientist Progression from Grade 1 to Grade 2

- 1.1.1 A Medical Scientist (Scientist) Grade 1 Year 7 may request assessment by their manager before the end of their 7th year to determine whether the Scientist is eligible for progression to Scientist Grade 2 in accordance with this clause. It remains the responsibility of each Scientist's manager to ensure the appropriate assessment described in this clause is undertaken before the end of the 7th year of each Grade 1 Scientist.
- 1.1.2 If a Grade 1 Year 7 Scientist is not assessed in accordance with this clause as a result of a manager's inaction, she/he shall be deemed to be competent in accordance with clause 1.1.4 below and reclassified to Grade 2.
- 1.1.3 When assessing a Scientist Grade 1 Year 7 for progression to Grade 2 the criteria set out below will be applied. These criteria are intended to provide a method of quick, accurate and fair assessment of the experience and competence of each Scientist at this Grade and pay level.
- 1.1.4 It is assumed for the purposes of this clause that a Scientist who completes the final year level of Grade 1 will normally have acquired a broader range of skills, knowledge and clinical experience, such that progression to Grade 2 is warranted.
- 1.1.5 The criteria applied for progression under this clause will be fair and recognise the individual Scientist's demonstrated skills and competence.
- 1.1.6 A scientist must demonstrate he/she has acquired special knowledge or depth of experience, and/or is able to apply a level of performance worthy of additional remuneration. A scientist who satisfies this criterion will progress to Grade 2.
- 1.1.7 Indicators of meeting the criterion in 1.1.6 include at least two of the following:
- Demonstrated experience and competence to make independent analytical decisions in the performance and understanding of a wide range of diagnostic tests or procedures or of complex tests
 - Demonstrated ability to provide professional advice within and/or outside the laboratory on appropriate scientific/and-clinical matters
 - Demonstrated ability to critically assess and evaluate new equipment, instruments, pathology products or methods

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- **Mentoring and/or training of undergraduate and graduate scientific staff within laboratory protocols**
- **Represents pathology and/or the health service on scientific/clinical committees or working groups**
- **Demonstrated commitment to further education and ongoing professional development, which may include attendance at scientific meetings and activities recognised through the Australian Institute of Medical Scientists, or equivalent professional body.**

1.1.8 The assessment of a Scientist under this clause will be conducted in consultation with the Scientist concerned.

1.1.9 If a Scientist does not meet the progression criterion referred to in 1.1.6 he/she will be given written reason/s as to why and offered an opportunity to be re-assessed 3 months after the date of the first assessment. If the Scientist does not meet the criterion after the second assessment he/she can make application and will be assessed in the following year.

1.1.10 When a Scientist is assessed as competent to progress to Grade 2, the new grading will be confirmed in writing to her/him.

1.1.11 Any dispute that arises in relation to an assessment conducted under this clause will be dealt with through the disputes settlement procedure of this Agreement.

1.1.12 The provisions of this clause come into effect on 1 November 2017.

1. Claims 4.5 & 4.8 - Workforce Management & Leave Replacement Staff draft clauses

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1.1 Replacement of staff on annual and other planned leave

1.1.1 In order to maintain safe staffing and workload levels and appropriate clinical standards the rostered hours of employees who are on leave will be backfilled by employees in accordance with this clause.

1.1.2 For the purposes of 1.1.1, leave includes a period of leave of two weeks or more of annual leave, parental leave, long service leave, leave without pay, professional development leave, study leave and Workcover absences. Providing that when a period of leave is two weeks or more a backfill employee will be appointed from the first day of such leave

1.1.3 The backfill employee undertaking the work of the absent employee will be paid at the same classification level for the same time fraction as the employee they replace for the entire period of the backfilling, unless the work of the absent employee will not to be performed by any other employee/\$s.

1.1.4 Where, after an employer has used best endeavours, the employer is unable to backfill a period of leave because a suitably experienced and qualified employee is unavailable to perform the work of the employee on leave, the work will be prioritised under clause 1.4 below.

1.2 Unplanned absences

1.2.1 An unplanned absence is an absence that arises randomly, for example through an employee taking personal leave or a position becoming vacant through a resignation or termination of employment by the employer, or late approved leave.

1.2.2 Where employees work shifts or rostered weekends:

(i) In each instance of an unplanned absence of a rostered employee, the employer will backfill the absent employee for the duration of the absence with another employee undertaking the work of the absent employee working no less than the same hours as were rostered and paid as a minimum the same classification and grade level as the absent employee.

(ii) An employee who is on rostered on-call will not be recalled to fill an unplanned absence referred to in paragraph (i) above, unless the absence is advised after 4.00pm on the day preceding the absence. The rostered on-call person can be recalled only if another replacement employee is not available.

(iii) If by 4.00pm on the day preceding the day of an unplanned absence which is known by the employer in advance, the absence remains unfilled after all endeavours to replace

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the absent employee have been exhausted, the rostered on-call person can be recalled to fill the absence as a matter of last resort.

1.2.3 All other employees

(i) The employer agrees to replace an employee who is absent on an unplanned absence for a period of one-two weeks or more, provided that the replacement employee is paid as a minimum the same classification and skill-grade level as the absent employee.

(ii) Where, after an employer has used best endeavours, the employer is unable to backfill a period of unplanned leave because a suitably experienced and qualified employee is unavailable to perform the work of the absent employee, the work will be prioritised under clause 1.4 below.

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1.4 Non-backfilled absences

1.4.1 In the event of any absence not backfilled an employer will immediately prioritise work to ensure:

- (i) workloads for other staff members who may be asked to perform the duties of the absent employee are adjusted by reducing their usual duties, or
- (ii) the work of the absent employee is not required to be undertaken by any employee;
- (iii) other staff will not unreasonably be required to work overtime to complete their own work and the work of the absent staff member.
- (iv) if overtime is worked the provisions of clause XX -- Overtime will apply

1.5 Employers will employ adequate relief employees or obtain an appropriate replacement scientist or pharmacist from the Public Health Sector Relief Bank, in the event it is established.

1.6 On the request of the Union, the employer will provide a written statement record of its attempts to replace each the absence, which shall be available to the Union upon request.

1.7 An employee who has been absent will on return to work receive appropriate support to enable her/him to complete work not done in his/her absence and is still required to be done

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Claims 4.6 – Filling vacant positions

1. Filling Vacant Positions

1.1 Subject clause 1.3, each vacancy that arises will be filled by the employer.

1.2 The process for advertising and filling a vacant position will be as follows:

(a) Immediately it is known that a position will become vacant the responsible manager/supervisor will commence the appropriate action to advertise the vacant position.

(b) In relation to (a) above, the vacant position will be advertised as quickly as possible after the Employer becomes aware the position will or has become vacant.

(c) The vacant position will be advertised and offered at the employment status, classification grade level and time fraction (as a minimum) of the employee who vacated the position.

(d) During any period between a position becoming vacant and the position being filled, the Employer will be either:

(i) back-fill the vacant position in accordance with clause xx; or

(ii) prioritise work in the area the vacancy has occurred to ensure the work that was done by the employee who has left is not required to be undertaken by any other staff member/s; or

(iii) prioritise work in the area the vacancy has arisen to ensure workloads of staff member/s who may be asked to perform the priority duties of the vacant position are adjusted by reducing their normal duties.

1.3 If an employer decides a position is not ongoing and therefore will not be advertised, the employer shall enter into immediate consultation in accordance with clause xx.

Claims 5.3, 5.4 and 5.5 – Rostering Principles and Protocols

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[1316/01/17]

Add new clauses 47.1 & 47.2 as follows:

47.1 Rostering Principles

47.1.1 Employers recognise that for most employees it can be difficult to balance personal responsibilities, particularly family responsibilities, and shift work. Employers will ensure that shift work rosters are as far as possible fair and equitable within the 24/7 service obligation to minimise any pressure an employee could experience in trying to manage their life and work responsibilities.

47.1.2 Safe roosting practices will better distribute work to reduce high workloads, fatigue and absenteeism, and to this end, Safe Work Australia's Guide for Managing the Risk of Fatigue at Work will be used by employers as a guide in developing rosters.

47.1.3 Rostering practices that minimise recall and overtime can significantly reduce operating costs by reducing overtime payments. Reduced recall and overtime will reduce fatigue and absenteeism.

47.1.4 (i) In fixing rosters employers will take into account health and welfare of employees and any issues or concerns expressed by an employee in relation to these.

(ii) The provisions of clause 19 – Regular Part Time Employment apply to part time employees.

47.1.5 The frequency of rostered weekends is a significant issue for many employees, and that high frequencies may be a burden for an employee with respect to their personal lives, and may also result in fatigue and stress.

The Parties to this Agreement recognise that ideal roosting practices would help to minimise the number of weekends an employee is rostered for duty, including rostered on call. Employers will use best endeavours to achieve this outcome.

47.2 Rostering Protocols

47.2.1 The following protocols will be applied in every roster:

(a) (i) The parties to this Agreement acknowledge it is preferable that staff working weekends are rostered to work one day of the weekend only and the roosting of two consecutive weekend days will not be used save for exceptional circumstances.

(ii) Where a roster at the time of the this Agreement being made ~~made~~ approved by the Fair Work Commission has consecutive weekend days rostered more frequently but allows for an increased frequency of greater than 1 in 3 weekends free of duty, including on call, that roster can remain in place unless changed by

consultation and in such cases the new roster will comply with this rostering protocol.

- (b) A minimum of once in each fortnight RDOs shall be rostered on consecutive days.
- (c) A roster will provide at least one weekend free of duty (including from rostered on-call) in every three week period. For this weekend (the weekend free of duty) the employee will not be rostered past 9 pm (9.30 pm for Goulburn Valley Health) on the Friday before the weekend.
- (d) Night shifts will be rostered to ensure that an employee works no more than 40 hours in a maximum 5 day period. Night shift will not be rostered in consecutive blocks except in the case of permanent night shift employees.
- (e) Shifts will not be rostered to commence before 6.00am on any day following a day of no duty (Leave, RDO, ADO etc.)
- (f) Two consecutive RDO/ADO days will be rostered immediately following any period of night duty.

47.2.2 In the case of employees who are at the time of this Agreement being approved by the Fair Work Commission ~~currently are~~ contracted to work an individual fixed roster pattern ~~and/~~ or employees who work a specific shift pattern requested by them and approved by the employer, these protocols will not apply.

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Claim 5.14 – Overtime ‘deeming’ provision

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- 1. Protocol for payment of unauthorised overtime**
- 1.1 Overtime worked that could not be authorised in advance will be paid if it meets the following criteria:
 - 1.1.1 the employee has performed overtime due to a demonstrable urgent need and that need could not have been met by some other means;
 - 1.1.2 authorisation of the overtime could not reasonably have been given in advance of the employee performing the overtime work;
 - 1.1.3 the employee has claimed for retrospective authorisation of overtime as soon as possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;
 - 1.1.4 the employee has recorded a reason for working the overtime and the duties performed in the form of an email or note to their manager/supervisor;
 - 1.1.5 a claim for overtime made in accordance with this clause will be reviewed by the employee’s manager/supervisor who is authorised to approve overtime claims within 14 days of a claim being submitted;
 - 1.1.6 if a claim made under this clause is rejected the relevant manager/supervisor will advise the employee in writing in the 14 day time period referred to in 1.1.5, above.

Claim 7.2.4 – Use of other forms of leave

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Add the following new clause to clause 60:

60.17.2 Employees who take leave under clause 60.8 may with the agreement of their employer:

- (i) take a period of annual leave, long service leave or ADOs as part of, or in addition to any period of parental leave.
- (ii) provided that where a birth occurs earlier than the proposed date of commencement of paid parental leave, that leave will be deemed to commence immediately after the expiration of the period of paid annual leave, long service leave or ADO(s).

Claim 7.2.5 - redraft of clause 60 Parental Leave by adding the following new clauses:

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60.15.4 An agreement reached between an employee and employer in relation to the employee's request made under this clause shall be recorded as a temporary variation to the employee's employment contract. A copy of the variation will be given to the employee.

60.15.5 An employer will not offer, propose or require an employee who makes a request under this clause to sign a new or replacement employment contract, or through any other means change the employee's employment status.

Meal breaks and staff meetings and/or training

HSU4 claim 10.5 and

New clause 48.1.5

- (i) Other than in exceptional circumstances, the employer shall not require an employee to attend staff meetings or mandatory training (including professional development training) or undertake other work requirements during the meal breaks specified in clause 48.1.1.
- (ii) Where due to exceptional circumstances an employer requires an employee to attend a meeting or training, or undertake work requirements during a meal break the employee shall be afforded another meal break of equal duration immediately before or after the meeting, or be paid for their meal break i.e. receive the additional payment for not being relieved of duty provided for in clause 48.1.3.

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Claim 11.1 – Part time employment option

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Add the following clause to clause 16. TYPES OF EMPLOYMENT

- 16.3 An employee may for reasons of transferring to retirement, family responsibilities or personal health request to reduce their ordinary hours of work on a temporary or permanent basis, for a minimum of 12 months, unless a shorter period is agreed.
- 16.4 An employee who intends to reduce their ordinary hours of work will provide the employer with a written request no less than one month before the date of the proposed change.
- 16.4 If an employee's request to reduce their ordinary hours of work is agreed the employee will provide the employer with written confirmation of the proposed change no less than one month, unless a shorter timeframe is agreed, before the date of the proposed change.
- 16.5 Agreed arrangements for reduced ordinary hours of work will be recorded in accordance with clause 19.2 of this Agreement.

Claim 12.1 (Higher Duties) –new draft clause:

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- xx.1 Where an employee is temporarily assigned duties of a higher classification for a total period of 12 months (in continuous or broken periods), the employee will be entitled to move to the next pay point within the salary range for the higher classification.
- xx.2 The employee will be entitled to remuneration at this pay point in the event she/he is permanently reclassified to the higher level or during any subsequent period/s of temporary assignment to the higher classification until a further entitlement for pay point progression at the higher classification level is achieved.
- XX.3 Higher duties service is not counted if it is beyond five years from the higher duty period.

