

# DHHS Mass Meeting

*Disability Services Enterprise Agreement Victoria 2018 – 2022 (DSEAV)*

24 April 2018



# OVERVIEW

- The impact of the campaign
- What's in the new agreement?
  - Protections
  - New Entitlements and Major Changes
  - Other Changes
- Where to from here?
- Questions
- Resolution
- Change the Rules



# THE CAMPAIGN MATTERED

	ORIGINAL OFFER	OUTCOME
TERM OF PROTECTIONS	4 years	8 years
TRANSFER INCENTIVE	\$5,000	\$15,000
WAGES	2.5% per annum (10% over four years)	3% initial   3.5% x 4   3% x 4 (29% over eight years)
SIGN-ON PAYMENT	\$1,000	\$2,000

*Protections*

# WHAT'S IN THE AGREEMENT?

## SUMMARY OF PROTECTIONS

The new agreement incorporates all elements of the Memorandum of Understanding (MOU) between the Government and HACSU, this delivers:

- 8 years of protections (through two enterprise agreements)
- The transfer process (secondment, formal transfer)
- Change management provisions
- Transfer incentive payments (up to \$15,000)
- Access to redundancy (up to 15% of the ongoing workforce)
- 29% in wage increases between now and July 2025



# 8 YEARS OF PROTECTIONS

The 8 years of protections (through two enterprise agreements) are delivered in a number of ways:

- Clause 5: HACSU and the Employer agree to bargain for a new enterprise agreement (*DSEAV2022-2025*). The renegotiation period will be from 30 September 2021 until 30 June 2022.
- Clause 23.2 and Schedule J: 8 years of wage increases are locked in. 3.5% increase on 1 July, 2019, 2020, 2021 and 3% increase on 1 July 2022, 2023, 2024, 2025.

## 8 YEARS OF PROTECTIONS *(continued)*

- Clause 11: Describes the Secondment (1 January 2019 until 31 December 2020) and Transfer to Providers (1 January 2021 until at least 31 December 2025) processes.
- Clause 11 and Schedule H: New providers give all transferring and replacement employees a **Letter of Appointment** which says:
  1. Employees are covered by the DSEAV 2018-2022 until the agreement is replaced by a new agreement negotiated with employees; and
  2. That the replacement agreement will not disadvantage employees and be on terms no less favourable overall compared to the terms of the DSEAV 2018-2022.

# THE TRANSFER PROCESS

The DSEAV describes the transfer process for both the Secondment Period (1 Jan 2019 – 31 Dec 2020) and the Transfer Period (1 Jan 2021 – 31 Dec 2025):

## Secondment Period (Clauses 11.3 – 11.12)

- Outlines the legal process by which the Secretary of the Department will second employees to NGO providers (Section 205 of the *Disability Act 2006 Vic*)
- Seconded employees are covered by the *DSEAV* and will have their hours of work, classification structures and modes of employment maintained.
- The DHHS remains the employer and has a strong oversight role.
- New providers will manage DHHS employees (but do not have dismissal powers).



# THE TRANSFER PROCESS (*continued*)

## Transfer Period (Clauses 11.14 – 11.22)

- Outlines the process by which staff will permanently transfer to the new providers after the Secondment Period.
- Employees will transfer to direct employment with the new provider(s).
- The transfer will take place after the provider makes an offer of employment to the employee and the employee accepts that offer of employment. The employee will then be an employee of the new provider.
- Outlines protections with respect to defined benefits superannuation, leave accruals, hours of work, classification and modes of employment.
- Transferring employees will receive a statement of entitlements and have all prior service recognised.

# CHANGE MANAGEMENT PROVISIONS

In recognition that the transfer represents a significant change, the DSEAV includes a number of change management provisions in clauses 11.24-11.26:

- These clauses provide a commitment for intensive support to the sector, staff and providers and establish a Working Party involving HACSU, the DHHS and the providers.
- The Working Party will operate until July 2022 and monitor the implementation of the *DSEAV*, the secondment, transfer and other matters relevant to the transition to the NDIS.
- These clauses also provide between 32 and 64 hours of paid consultation time to all seconded employees with HACSU.

# TRANSFER INCENTIVE PAYMENTS

The transfer incentive payments (up to \$15,000) are delivered through Clause 23.2. To be eligible you must have been an employed prior to 18 December 2017 and remain employed at the date of Secondment (for the first payment) and remain employed at the date of Transfer (for the second payment).

	FULL TIME EMPLOYEE	PART-TIME EMPLOYEE	CASUAL EMPLOYEE (> 3 YEARS SERVICE)	CASUAL EMPLOYEE (< 3 YEARS SERVICE)
ADDITIONAL CRITERIA	n/a	n/a	n/a	Worked 1 shift in each of 13 weeks over preceding 52 weeks
1 <sup>ST</sup> PAYMENT (FROM 1 JANUARY 2019)	\$7,500	\$7,500 (pro-rata)	\$7,500 (pro-rata)	\$3,750 (pro-rata)
2 <sup>ND</sup> PAYMENT (FROM 1 JANUARY 2021)	\$7,500	\$7,500 (pro-rata)	\$7,500 (pro-rata)	\$3,750 (pro-rata)*

\* All eligible casual employees would have 3 years' service by this point.

# REDUNDANCY (PHASE 1)

## Voluntary Departure Packages – Phase One (Clause 11.13)

- This clause sets out the process by which the first phase of VDPs *may* be offered at the time of secondment.
- There will be a limit on the number of VDPs available which will be 5% of the current eligible workforce (i.e. ongoing employees who are in-scope for secondment).
- The first phase of VDPs will be developed in consultation with HACSU and will only be offered if the Australia Taxation Office (ATO) provides favourable tax treatment.
- Should these VDPs not be offered before the secondment period they will be added to Phase Two immediately prior to the point of transfer.

# REDUNDANCY (PHASE 2)

## Voluntary Departure Packages – Phase Two (clause 11.23)

- This clause sets out the process by which the second phase of VDPs will be offered prior to transfer on 1 January 2021.
- The number of available VDPs will be equivalent to 10% of the eligible workforce (15% if none are offered at Phase 1)
- There will be consultation with HACSU about the expression of interest process.
- Employees who do not obtain a VDP and do not accept an offer of employment with a new provider will be eligible for redeployment either within the Department or across the VPS.

# WAGE & ALLOWANCE INCREASES

The wage and allowance increases are delivered through Clause 23.2.

- Salaries across all classifications, the **on-call allowance** and **sleepover allowance** will increase under the DSEAV by the following amounts:

DATE	PERCENTAGE INCREASE
19 December 2017	3% (already paid to salaries only)
1 July 2018	3.5% (6.5% to on-call and sleepover allowance to take into account 3% increase applied from 19 December 2017 and the 3.5% due on 1 July 2018)
1 July 2019	3.5%
1 July 2020	3.5%
1 July 2021	3.5%

# WAGE & ALLOWANCE INCREASES

All other allowances will increase by the following amounts:

DATE	PERCENTAGE INCREASE
1 July 2018	6% (to take into account 3% applied to wages from 19 December 2017 and 3% due on 1 July 2018)
1 July 2019	3%
1 July 2020	3%
1 July 2021	3%

# WAGE & ALLOWANCE INCREASES

In addition, wage and allowance increases until 2025 are included. This means that if there is any delay in getting a replacement agreement, wage increases will still be paid.

DATE	PERCENTAGE INCREASE
1 July 2022	3%
1 July 2023	3%
1 July 2024	3%
1 July 2025	3%



# SUMMARY

2018	2019	2020	2021	2022	2023	2024	2025
NO CHANGE	SECONDMENT		NON-GOVERNMENT EMPLOYMENT				
EBA	EBA 1				EBA 2		

\$1000  
3.5%

\$7500 Incentive  
VDP (Phase 1)

Offers of direct employment  
\$7500 Incentive  
VDP (Phase 2)  
Redeployment

New Entitlements  
& Major Changes

# WHAT'S IN THE AGREEMENT?

## NEW ENTITLEMENTS AND MAJOR CHANGES

The DSEAV also contains a range of new entitlements and major changes to clauses, summarised below:

- Sign-on payments (up to \$2,000)
- Family violence leave
- Parental leave
- Long service leave
- Incremental progression for casual employees
- Discipline and performance management
- Sub-leave and commuted allowances
- Forensic skills and recognition allowance
- First aid allowance
- Transfer to alternative workplace
- Contracted services
- Appointment to positions
- Right to request casual conversion
- OHS and occupational violence

# SIGN-ON PAYMENTS

The sign-on payments are contained in clause 23.2

- Full time Employees will receive a sign on bonus of \$1000 on the first pay period after 19 December 2017 (already paid) and a second sign on bonus of \$1000 upon employees voting to accept the new DSEAV.
- Part-time and Casual Employees will receive a pro-rata amount based on their actual hours worked over the preceding 12 months.

# FAMILY VIOLENCE LEAVE

A new family violence leave clause is contained in Clause 35:

- Provides full time and part time Employees who are experiencing family violence up to 20 days of paid leave.
- Casual employees are permitted to take unpaid leave.
- The clause also allows Employees to take other forms of leave such as annual and personal leave to assist someone experiencing family violence.

# PARENTAL LEAVE

An updated parental leave clause at Clause 33:

- The clause is gender neutral and defines parenting roles in the terms of primary and secondary care givers.
- There is no change in entitlement however the new clause allows Employees other than the mother of a child to take on the role of primary care giver and gain access to the appropriate level of leave for that role.

# LONG SERVICE LEAVE

A revised long service leave clause is contained in Clause 37:

- No change to amount of LSL
- Employees will continue to receive the equivalent of 3 months paid leave for every 10 years of service.
- The calculation method has changed and Employees will now have access to the leave in hours rather than days.
- Employees will be able to take LSL in single days compared to the current minimum limit of 7 day blocks.

# INCREMENTAL PROGRESSION FOR CASUALS

Incremental progression for casuals is contained in Clause 23.3(c)(i):

- New entitlement for casual employees who work on a regular and systematic basis (15.2 hours per fortnight on average during the preceding 12 month period).
- These casual Employees will be eligible to receive incremental progression.
- This entitlement is prospective.



# DISCIPLINE AND PERFORMANCE

The discipline process (Schedule C) has been completely rewritten, see Clause 18 and Schedule B and C:

- There is now a clear separation between *performance* and *misconduct*. The employer must make an assessment about which Schedule to use.
- Schedule B deals with *performance and practice issues* and sets out a process for dealing with underperformance in a supportive way (without a disciplinary outcome in the first instance).
- Schedule C deals with *misconduct and serious misconduct* and no longer contains the hearing process.

# SUB-LEAVE AND COMMUTED ALLOWANCE

Sub-leave and commuted allowance have been grandfathered for existing employees (those employed prior to 1 July 2018).

- New employees will receive penalty rates as worked

# FORENSIC SKILLS AND RECONGITION ALLOWANCE

The *DSEAV* includes a new allowance for employees working in DFATS and Disability Justice Accommodation (Clause 24.19):

- The allowance is 2.5% of an employees annual salary (paid fortnightly).
- For example, from 1 July 2018 the annual value of the allowance is:
  - DDSO 1Q Y5 \$1,406
  - DDSO 2 Y4 \$1,514
  - DDSO 3A Y5 \$2,065
  - DDSO 4 Y5 \$2,300

# FIRST AID ALLOWANCE

The First Aid Allowance (Clause 24.12) has been modified to reflect the Modern Award entitlement:

- Allowance is increased to \$18.16 per week (previously \$511 per year, \$9.82 per week).
- Clarifies those employees eligible for the allowance, which is employees who hold a First Aid Certificate who administer first aid over and above a client's support plan requirements.

# TRANSFER TO ALTERNATIVE WORKPLACE

The *DSEAV* includes a new Clause (42.2) which makes clear your rights when being asked to move to an alternative workplace:

- The transfer has to be for a genuine reason, which is provided to the employee.
- The employer must consult with the employee and consider their family circumstances, shift patterns, skills and experience when deciding on the transfer.
- The employer must make every endeavour to ensure no financial disadvantage due to the transfer.

# CONTRACTED SERVICES

The *DSEAV* includes a new Clause (15.2) which further protects the job security of directly employed staff. This clause states that when labour hire/agency staff are used:

- The employer must consult with employees/HACSU
- Short-term agency staff can only be used when preferred casuals are not available
- Contractors/labour hire must be paid an hourly rate and allowances no less than that contained in the agreement and must be paid for the minimum shift length (3.5 hours) in the agreement

# APPOINTMENT TO POSITIONS

The *DSEAV* includes an updated clause (15.13) on recruitment to ongoing vacant positions:

- This clause compels the employer to take action to fill a vacancy within 14 days of it occurring
- For base-grade positions the clause sets out a process for filling the hours created by the vacancy:
  - Part-time employees in the group home get first access, then fixed-term and casual employees
  - Part-time employees in the geographical area get first access, then fixed-term and casual employees
- This creates a mechanism for staff to access more secure ongoing roles.

# CASUAL CONVERSION

A new casual conversion clause has been inserted.  
Clause 15.14 provides:

- A right for casual employees who have worked on a regular basis over a 9-month period to apply to convert to an ongoing position
- The employer can only refuse on reasonable grounds, which must be provided in writing and can be disputed.



# OHS AND OCCUPATIONAL VIOLENCE

There are changes to the OHS clause (43) and new provisions around Occupational Violence (43.9):

- Clarifies that a single group-home constitutes a Designated Work Group (DWG) under the *OHS Act*
- Commits the employer to provide support to staff who have experienced occupational violence and requires a quarterly report on all incidences of occupational violence and the actions taken to mitigate occupational violence

*Other Changes*

# WHAT'S IN THE AGREEMENT?

## OTHER CHANGES

There are a number of other changes to the agreement to make it fit-for-purpose once the DHHS is no longer the employer, these changes cover:

- Consultation and committees
- Dispute resolution
- Training
- Expense claims
- Redeployment and redundancy

# CONSULTATION AND COMMITTEES

Clause 12 (Consultation and Change) has been rewritten to make it more comprehensive, there have also been a number of changes to consultative committees:

- The Central Consultative Committee (CCC) is maintained and will transfer to providers, so there will be one CCC per provider.
- Divisional Committees have been deleted as there will no longer be Divisions post-transfer.
- Workplace Committees can be established as required.

# DISPUTE RESOLUTION

- Clause 13 (Dispute Resolution) removes reference to the internal grievance procedure (which has been deleted)
- Employees can still use the employer's internal grievance procedure if they want to, otherwise disputes are dealt with through this clause.

# TRAINING

Clause 22 (Training) has been updated to make it fit for purpose, changes include:

- Deletion of the Central Training and Consultative Implementation Committee (CTCIC) – training matters are dealt with through the CCC.
- A new provision stipulating that if new mandatory training is introduced by the employer or through legislation that the training is to be paid for by the employer and will occur during paid-time.

# EXPENSE CLAIMS

- Clauses dealing with expense claims around overnight travel, use of private motor vehicle and part-day absences now refer to rates used by the Australian Tax Office (ATO).
- These are higher than those contained in the previous EBA.

# REDEPLOYMENT AND REDUNDANCY

- Clause 42 deals with redeployment and redundancy and includes reference to the Victorian Government's Public Sector IR Policies, this means:
  - If a future provider makes an employee redundant they will be entitled to the redeployment and redundancy provisions currently available to all DHHS staff.



*Where to next?*

## WHERE TO NEXT?

*Every DHHS employee will have an opportunity to vote to approve the new agreement.*

**Ballots will be sent to your postal address from  
Thursday 3 May**

**The ballot closes on Wednesday 23 May**



Vote yes!

Questions?

# Resolution

*Change the Rules*



# CHANGE THE RULES: FOR SECURE JOBS

- Changing the rules for more secure jobs:
  - Ensuring casuals have the right to permanent work
  - Same job = same pay for labour hire workers
  - Using government spending power to promote secure jobs
  - Give workers a genuine voice in the workplace
  - End sham contracts
  - Stop the exploitation of temporary visa workers
  - Allow workers time to care for loved ones



# CHANGE THE RULES: ENFORCE WORKERS' RIGHTS

- Changing the rules for so workers' rights can be enforced:
  - We need a strong independent workplace umpire that will resolve disputes fairly and create new rights for workers.
  - We need to end wage and superannuation theft.

# CHANGE THE RULES: WIN FAIR PAY RISES

- Changing the rules to win fair pay rises:
  - Lift restrictions of who can be covered and what can be included in EBAs.
  - Workers' representatives must be involved
  - The Fair Work Commission must be independent and have the power to settle disputes
  - Restore penalty rates
  - The right to negotiate with the people who have the power to say “yes”
  - Stop employers terminating existing agreements
  - The 2.3 million award workers need a pay rise and fair conditions
  - A living wage for all workers.
  - Deliver equal pay for women.
  - Paid family violence leave for all

# CHANGE THE RULES: PUT WORKING PEOPLE FIRST

- Changing the rules so working people are put first, not big business:
  - Workers need access to their representative
  - Stop employers from preventing working people being active in their union
  - Stop employers gaming the system
  - Workplace representatives and delegates must be respected and supported
  - Align workers' rights to international standards.

# TAKE ACTION

- Attend the Rally, 10am Wednesday 9 May 2018 at Trades Hall, Lygon St Carlton.
- Join the Campaign – [www.changetherules.org.au](http://www.changetherules.org.au)
- Win support at work and in your community – Hold a workplace meeting and support the Change the Rules resolution
- Talk to others in your workplace about joining HACSU

