

Sonic HealthPlus Enterprise Agreement Bargaining

Conciliated list of claims provided by Unions and Employee Representatives - Employer Representatives' preliminary response

***Please note all logs of claims that are currently under consideration are with the Executive Leadership team and being reviewed.**

Agreed items

The below items are **agreed to** by the Employer Representatives. Where any further comments are applicable they have been outlined below the relevant item.

Leave

1. Maintain or improve existing entitlements in line with sector norms and relevant union log of claims already submitted
Comments: Yes, we will maintain existing entitlements
2. 10 days of paid family and domestic violence leave as per Fair Work / NES
Comments: Already done but will incorporate
3. Superannuation to be paid on paid parental leave
Comments: Already done

Flexible work

4. Right to request flexible hours or remote work where operationally feasible
Comments: Already done as per Fair Work / NES

Probation

5. EBA Clause 6 - Standard of 6 months' probation – instead of 3 months with the possibility of extending by another 3 months
Comments: all new employees will be subject to 6 months' probation at the beginning of their employment.

Remuneration and wage increases

6. Schedule 1 classifications to reflect agreement % increases across the life of the last agreement and any administrative pay increases since expiry
Questions for ANMF:
 - a. When you refer to "agreement % increases across the life of the last agreement," are you seeking adjustment of Schedule 1 rates only prospectively, or are you proposing retrospective application to dates prior to the commencement of the new agreement?
 - b. Regarding "administrative pay increases since expiry," could you please specify which types of increases are included (e.g., discretionary increases, market adjustments, CPI adjustments) and the period from which these are intended to apply?
7. Removal of Clause 8.0 of the Remuneration Policy, which currently restricts discussion of individual remuneration between employees

Shift penalties and loadings

8. Inclusion of 2019 changes to the Nurses Award which clarified that payment of double time is to be paid if not given 10 hour break between shifts

Travel

9. Employee time spent travelling for work is to be paid pursuant to the hourly rate in the enterprise agreement, including penalties and loadings where relevant.
Comments: Agreed that where an employee is required to travel for work purposes (excluding travel to / from home), they will be paid for travel time at the applicable rate as if the travel time was time worked. Also agreed that where the employee travels to / from their home to a place other than their usual place of work, they will be paid for excess travel time (as if the travel time was time worked).
10. Where an employee is tasked to work at another location other than their usual place of work, employee time spent travelling to the alternative work location to be paid pursuant to the hourly rate in the enterprise agreement, including penalties and loadings where relevant.
Comments: As per item 10

Other matters

11. Incorporation of terms of undertaking attached to 2017 Agreement
12. Clause to specify that the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
13. All updates from the Nurses Award 2020 and legislation since 2017 Agreement
14. Right to disconnect clause
15. Casual conversion clause
16. Incorporation of Clause 28A of the Nurses Award 2020 in accordance with new delegates rights provisions of the Act, plus five days of training leave each year*
*Comments: A delegates right clause will be included in the new agreement.
five days of training leave each year after the first year is still under consideration
17. Payslips to be made available outside of the intranet (closed network). Ensuring employees have access outside of workplace network/devices.
Comments: Already done, guide on SMP home page with instructions on how to access remotely

Not currently agreed

The items below are not currently agreed at this stage. The reasoning is outlined below each item in the comments.

Leave

1. Personal development leave – where PDL is not taken, 1 day of annual leave added to the following year.
Comments: PDL is designed to support targeted professional development activities within a defined period. Converting unused PDL into annual leave is inconsistent with its purpose, creates administrative complexity, and could encourage leave accumulation rather than active development. The current framework provides sufficient flexibility for employees to access PDL during the year.
2. Personal development leave – unused PDL can be carried over for 2 years
Comments: Allowing PDL to be carried over for two years could lead to excessive accumulation, which may impact workforce planning and the equitable distribution of professional development opportunities. The current policy encourages timely use of PDL to maintain skill development alignment with organisational needs.
3. Personal leave – enable employees to take up to 2 consecutive days and up to 5 days per calendar year of personal leave without evidence
Comments: Evidence requirements protect both employees and the organisation from misuse, while still supporting genuine personal and carer leave. The current approach ensures fairness and accountability, consistent with operational requirements and best practice.

Other matters

4. Where the employer requires an employee to change their rostered shift due to unforeseeable events, and the employee is given less than 7 days' notice, a change of shift allowance of \$50 per shift is payable.
Comments: Operational flexibility is essential to respond to unforeseen events. A mandated allowance could create unnecessary financial and scheduling constraints. Existing rostering provisions already provide reasonable notice wherever possible.
5. Inclusion of a relocation allowance of \$3000
Comments: Relocation is considered on a case-by-case basis. Including a blanket allowance in the EA would create inequity and significant financial impact, inconsistent with current organisational practices.

*Under consideration

The following items are still under consideration by the Employer Representatives.

Allowances

1. All allowances to be increased by the wage increases in the agreement

Leave

1. The option for employees to access purchased leave schemes, allowing staff to buy extra leave through salary sacrifice.

2. Compassionate leave – increase to 5 days per occasion, not to be taken from any accrued balances
3. Personal leave - 17.5% of sick leave paid out if service exceeds 5 years and balance exceeds 285 hours
4. Personal leave – increase accrual to reflect healthcare industry standards
5. Personal leave – 10 days of paid personal/sick leave to be provided at the commencement of employment rather than accrued; accrued thereafter
6. Personal leave - Additional paid personal/sick leave to be provided where employees are required to remain off work for a mandated period before being able to return; additional leave may be granted above the 10-day allowance under exceptional circumstances
7. Reproductive leave – 10 days reproductive leave for all staff
8. Reproductive leave – 12 days reproductive leave for all staff
9. Parental leave – 14 weeks paid leave for primary carers and 4 weeks for secondary carers
10. Parental leave – Can still be taken at half pay when weeks are increased
11. Parental leave – Paid parental leave provisions equal to or above leading public health agreements
12. Personal Development Leave – 5 days professional development leave
13. Community Service Leave – increase to 5 days per occasion for voluntary emergency management
14. Annual leave - Additional 1 week of annual leave
15. Annual leave - Pay 17.5% leave loading
16. Annual leave - Remove Section 15.10 from the current EBA – The base hourly rates in Schedule 1 include compensation for:-
 - a) Annual leave loading not provided under this agreement (equivalent to 1.35% of the hourly rate prior to the making of the Agreement); and
 - b) An additional week of annual leave not provided under this agreement.
17. In circumstances where a government-mandated shutdown occurs, employees will not be required to use their leave balances. Employees will be entitled to two (2) days paid disaster leave, with the option to apply for up to five (5) additional days where necessary
18. Maternity leave should not be deducted from service
19. The employee should be able to take leave / TIL, can be saved for a specific reason, if mutually agreed by PM and Employee, LWOP/SWOP can be taken.

Classifications and role descriptions

20. New classification structure for DFR nurses
Question for ANMF: Do you have an example of what you would like this to look like?
21. Clear role descriptions and transparent classification levels to ensure appropriate placement and progression opportunities
22. Reclassification of Zones to Metro / Rural / Remote Clinics
23. Pathways for reclassification when duties or responsibilities expand
24. Clear and formal recognition of roles and responsibilities specific to administration staff across different sectors of the organisation (e.g. EKCO Clinic administration, Clinical Officer/Medical screener, receptionist)

25. Establishment of position classification descriptors that acknowledge the complexity, skills, and sector-specific knowledge required for each role within the applicable sector (ie. EKCO Hand Therapy, SonicHealthPlus)
26. Clear role descriptions and transparent classification levels to ensure appropriate placement and progression opportunities

Consultation and representation

27. Establishment of a regular consultation process with administration staff to ensure their voices are heard in workplace changes, restructures, or policy development
Question for EKCO: Are you asking for a JCC? Please clarify.
28. Recognition of union and/or staff representatives as stakeholders in ongoing negotiations and workplace decision-making
Question for EKCO: Are you asking for a JCC? Please clarify.

Higher duties

29. Higher duties is to be payable after one or more shifts at higher classification.
30. An employee, who is directed by SHP to act in a higher classified position on more than 5 occasions in a 4 week period, will be entitled to payment for those occasions at the higher classification.

Hours of work

31. EBA Clause 8.4a - Reasonable overtime should not exceed 2 hours per week.
32. EBA Clause 10.4 – Remove portion of clause – If time in lieu is not taken within (3) months' time, for an reason, payment for the time will be made to the employee
33. Remove clause regarding Make up hours
Question for SHP Employee Representatives: Could you clarify why you want to remove this clause?

Remuneration and wage increases

34. 5.5% per annum wage increase from 1 July each year of the life of the Agreement.
35. 8% increase in 2026, 5.5% for 2027 and 2028
36. Regular increases: Annual percentage increases linked to CPI or a guaranteed minimum (whichever is higher). (Admin Reps + Allied Health Reps)
37. Industry-aligned pay rates: Base salary to match or exceed current healthcare industry benchmarks for comparable roles
38. Service-related increments: Structured pay progression recognising years of service, with automatic step-ups at agreed intervals.
39. Schedule 1 classifications to include a higher salary band for those with 3 years' service.
40. Transparency around pay bands for clinical staff, with pay scales to be made available on the intranet
41. Access to salary sacrifice options for employees.

Technology and resources

42. Access to sector-specific IT systems and equipment required for efficient clinical administration
43. Ongoing upgrades and technical support to meet current best practice and privacy/security standards
44. All administration staff to be provided with fit-for-purpose IT software programs and equipment (e.g. Allied Health software or comparable programs as required, laptops, monitors, ergonomic accessories) and access to up-to-date software and platforms
45. Access to secure and reliable remote work capabilities, where applicable, including VPN access and IT support.
46. Provision of other necessary resources (e.g. stationary, headsets, mobile phones if required) to ensure administration staff can perform their duties efficiently.
Questions for EKCO Admin Representatives applicable to the above section:
 - a. Are you seeking that these provisions be formal entitlements within the Enterprise Agreement, or intended as operational guidelines?
 - b. Do you envisage any specific minimum standards or financial thresholds for “fit-for-purpose” equipment and software?
 - c. Should these provisions apply from the commencement of the new EA only, or retrospectively?
 - d. Are there any priorities among the items listed (e.g., critical clinical systems versus general admin tools)?

Training and development

47. Employer to meet the cost of all mandatory training including CPR.
48. Employees must be paid an appropriate amount to undertake training if there is no opportunity to complete training during ordinary working hours.
49. Acknowledgement that training and professional development requirements differ across sectors, with modules tailored accordingly.
50. Staff to be consulted in the development or revision of sector-specific training pathways, with time provided during work hours to complete them.
51. Recognition of prior learning and sector-specific expertise when completing mandatory training.
52. Continuing Professional Development allowance to increase in line with industry standards for allied health workers to a minimum of \$3,000
53. Use of Professional Development Allowance – may be used to fund expenses associated with maintaining or obtaining membership, registration, or accreditation with an approved professional or registration body.
54. Specialist Credentialing and Qualification Allowance – Employees who obtain specialist credentialing or higher-level professional certification through an approved registration or professional body will be entitled to a specialist credentialing allowance calculated at 5.5% of the employee’s classification band
55. Student Supervision Allowance – Employees who supervise students on placement (clinical, allied health, or vocational) will be entitled to a student supervision allowance in recognition of additional workload and mentorship responsibilities.

Workload and staffing

56. Inclusion of a workloads clause as part of an improved framework of consultation with employees.

Questions for ANMF:

a. What specific outcomes or obligations do you expect the workloads clause to include?

b. Are there particular limits, metrics, or examples of workloads you consider reasonable?

c. How do you envisage the consultation process working in practice (e.g., individual discussions, team meetings, union involvement)?

d. Do you intend this clause to create enforceable rights or more of a guideline/framework for managers and employees?

57. Commitment to safe staffing levels to prevent excessive workloads and protect staff wellbeing.

58. Transparent workload monitoring and consultation on any service changes

Other

59. Breastfeeding and Work Support – Employees who are breastfeeding will be entitled to reasonable paid lactation breaks. Where practicable, workplace facilities will be provided to breastfeed or express milk during work hours in a private, safe, and hygienic environment.

60. 1 x return flight to closest capital city for employee and spouse working in remote clinic

61. Bonus when passing probation

62. Bi-annual review of SHP policies and procedures

63. Rates for travel expense amounts are to be specifically included in the agreement with the amounts to be at least the ATO rates or higher if currently set at a higher rate

Comments: Currently paying in line with request (ATO rate or higher) but the rate is under review