



CURRENT EA CLAUSE NUMBER	SUBJECT	SUMMARY OF CHANGE & EFFECT
PART A – PRELIMINARY		
Title (various clauses)	Title of Agreement	Amended to reflect new operational dates and VHIA naming framework. No effect on entitlements.
4.3	Definitions – Adoption	Varied definition to ensure Eligible Employees have access to parental leave at the time of child placement, which occurs prior to the Permanent Care Order being made. Previously incorrectly indicated that an employee would take parental leave for 12 months after the Child has already been placed with an Employee when a Permanent Care Order had already been made.
4.5 (new)	Definitions – Award	New definition of Award that references the <i>Health Professionals and Support Services Award 2020</i> . Takes into account new classifications that have been inserted to resolve existing undertakings for the Youth Workers and Welfare Workers.
4.19 (new)	Definitions – 2016 Agreement	New definition of 2016 Agreement that references the <i>Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020</i> as this is referred to in the proposed enterprise agreement, including in clause 7.2. No effect on entitlements.
6.2	Expiry Date	Proposed enterprise agreement will nominally expire on 30 June 2021. No effect on entitlements.
6.4	Bargaining for replacement agreement	Negotiations for a replacement enterprise agreement proposed to commence in December 2020. Bargaining will occur prior to the expiry of the proposed enterprise agreement.
10	Anti-discrimination	The list of protected attributes has been amended to include protected attributes covered by the <i>Equal Opportunity Act 2010</i> (Vic). No effect on entitlements.
PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE		
13.2(c)	Definitions (Major Change)	Amended definition replacing “likely” with “may” and adding “Employee” in the singular to reflect other parts of the consultation clause. Requirement to consult occurs when the Major Change (as described in the clause) <i>may have a Significant Effect on an Employee or Employees</i> . If an employer previously did not consult with an Employee/Employees due to the inconsistent language, additional consultation will occur dependent on the change proposed by an employer.



13.10(c)	Consultation about changes to rosters or hours of work	Removal of 'self-rostering' and 'rotating rosters' arrangements being excluded from the consultation process regarding changes to regular rosters or hours of work. Consultation for changes to rosters will occur if a change is proposed to an employee's regular roster or ordinary hours of work, even if self-rostering or rotating rosters are applicable.
14.1(b)	Dispute Resolution Procedure	Addition of references to relevant sections of the <i>Fair Work Act 2009</i> (Cth) for the sake of clarity. No effect on entitlements.
PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT		
20.2	Casual loading on a public holiday	Casual loading for ordinary hours on a public holiday increased from 75% to 175%. Total payment is 275%. Increased casual public holiday loading by 100%.
20.6 (new)	Casual entitlement to long service leave	New clause that acknowledges that casual employees are entitled to long service leave in accordance with the <i>Long Service Leave Act 2018</i> (Vic) or applicable legislation. The use of the words applicable legislation is to ensure any replacement legislation is covered. No effect on entitlements.
PART D – WAGES		
28.1	Wage increases	Amended clause outlining a wage increase of 2.5% based on the current enterprise agreement rates effective from the FFPPOA 1 July 2020. There are <u>some exceptions</u> to the % increase above – see Appendix 2 for further information regarding changes. The consolidated wage rates payable under the proposed enterprise agreement are contained within Appendix 2. The effect is an increase to wages dependant on individual employee's classification - refer to Appendix 2.
28.4 & 28.5 (deleted)	Additional increases and lump sum payment	Clauses deleted. Instead of the clauses, back-pay for the increase specified above is applicable to employees: <ul style="list-style-type: none"> • who are employed by an employer covered by the proposed enterprise agreement when the proposed enterprise agreement commences operation; and • who terminate their employment after the proposed enterprise agreement is made in accordance with section 182 of the <i>Fair Work Act 2009</i> (Cth) (that is when a majority of employees, of the employers that will be covered by the proposed enterprise agreement, who cast a valid vote approve the proposed enterprise agreement).
28.6	Translation of some Chief and Deputy Chief rates	Clause 28.6 (now clause 28.4) has been updated to ensure previous arrangements will continue. Employees who receive the Chief and Deputy Chief wage maintenance arrangements under the 2016 enterprise agreement will continue to receive the 2.5% wage increase or the proposed enterprise agreement rate (whichever is the greatest). The wage rates have been calculated and inserted into the proposed enterprise agreement.



30.3(b)	Superannuation	<p>Updating of the name of First State Super to their new name, Aware Super. No effect on entitlement.</p> <p>Where relevant superannuation legislation requires choice of superannuation fund in an enterprise agreement, the employee can choose any other Preferred Superannuation Fund.</p>
PART E – ALLOWANCES AND REIMBURSEMENTS		
33	Increases to the Allowances	<p>Allowances specified in subclause 33.1 will increase in accordance with the 2.5% wage increase. Other allowances as amended are set out Appendix 3 of the proposed enterprise agreement.</p> <p>Increase to allowances dependent on individual employee's classification. Refer to Appendix 3. Effective date FFPOA 1 July 2020.</p>
35.5(c) (new)	Higher qualification allowance (definitions)	<p>New subclause that describes what additional means for the purposes of assessing if the allowance is payable to an employee:</p> <ul style="list-style-type: none"> • a post graduate qualification held by the Employee that is in addition to the minimum qualification that is required to enable them entry into the relevant profession under the proposed enterprise agreement. • it is not a post graduate qualification held by an Employee that is the only qualification they hold that allows them entry into the profession under the proposed enterprise agreement. <p>Higher qualifications allowance will only be payable if the relevant threshold is met. Two example scenarios are outlined below:</p> <p>Occupational Therapist</p> <p>Employee 1's qualification</p> <p>Qualification 1 - Bachelor in Health Science</p> <p>Qualification 2 - Master of Occupational Therapy</p> <p>The Bachelor in Health Science does not currently qualify the employee to be registered as an Occupational Therapist therefore without the Masters the Employee could not practice as an Occupational Therapist and it is therefore not additional.</p> <p>Qualifications allowance <u>is not payable</u>.</p> <p>Employee 2's qualification</p> <p>Qualification 1 - Bachelor in Occupational Therapy</p> <p>Qualification 2 - Master of Occupational Therapy</p>



		<p>The Bachelor in Occupational Therapy qualifies the employee to be registered as an Occupational Therapist. The Masters qualification is an additional relevant qualification.</p> <p>Qualifications allowance is <u>payable</u>.</p>
38.1	Shift Work Allowance – Afternoon and Morning Shift	<p>The professions/classifications outlined below will receive a revised set shift allowance amount for afternoon/morning shifts which results in a higher increase:</p> <ul style="list-style-type: none"> • Medical Imaging Technologist, Nuclear Medicine Technologist and Radiation Therapy Technologist - Intern classification only; (+36.81%) • Allied Health Manager - Grade 3 classification only; (+132.64%) • Biomedical Technologist - all classifications; (+53.30%) • Child Psychotherapist - all classifications; (+68.42%) • Community Development Worker - all classifications; (+83.75%) • Welfare Worker - all classifications; and (+111.95%) • Youth Worker - all classifications. (+101.90%) <p>Effective date will still be the FFPOA 1 July 2020.</p> <p>Increase to allowances dependent on individual employee's classification - Refer to Appendix 3.</p>
PART F – HOURS OF WORK AND RELATED MATTERS		
47.7 (new)	Broken Shifts	<p>New clause that outlines an employee will not work broken shifts unless the Employee agrees to work a broken shift under a flexible work arrangement or individual flexibility arrangement. Prior arrangements where an employee has agreed to work broken shifts will not be disturbed.</p> <p>Limited effect. Broken shifts going forward can only be undertaken using a flexible work arrangement or individual flexibility arrangement.</p>
49.1(a)	Unpaid Meal Interval	<p>Minimum unpaid meal interval of 30 minutes has been introduced into the existing maximum unpaid meal interval of up to 60 minutes. Limited effect because the minimum unpaid meal interval usually provided by Employers is 30 minutes.</p>
52.5	Payment of Authorised Overtime and Recall to Duty – Full-time & part-time employees	<p>Re-drafting of the subclause including:</p> <ul style="list-style-type: none"> • Deletion of subclause 52.5(f) • Outlining overtime on a public holiday is paid at double time and a half • One penalty applies - highest penalty rate will apply according to the circumstance. <p>Therefore, the rates for overtime and recall are to be paid at 150% for the first two hours, 200% thereafter provided that:</p> <ul style="list-style-type: none"> • outside the spread of 12 hours from the commencement of the last period of ordinary duty - rate of 200% • Saturday/Sunday - rate of 200%



		<ul style="list-style-type: none"> Public Holiday - rate of 250% Broken shift - outside the spread of ten hours from the commencement of work – rate of 150% Broken shift - outside the spread of 12 hours from the commencement of work – rate of 200%
52.6 (new)	Payment of Authorised Overtime – Casual Employee	<p>Overtime will be payable when a Casual employee:</p> <ul style="list-style-type: none"> Works in excess of 10 hours on any one shift in excess of 38 hours per week where a break of at least eight hours has not been provided between successive ordinary shifts, until a break of eight hours is provided. <p>Overtime payments for casuals are based on the full-time/part-time rates (outlined in previous row) plus the 25% casual loading, that is, the rates for overtime are to be paid at 175% for the first two hours, 225% thereafter provided that:</p> <ul style="list-style-type: none"> outside the spread of 12 hours from the commencement of the last period of ordinary duty - rate of 225% Saturday/Sunday - rate of 225% Public Holiday - rate of 275% Broken shift - outside the spread of ten hours from the commencement of work – rate of 175% Broken shift - outside the spread of 12 hours from the commencement of work – rate of 225%
52.8 (new)	Overtime – Time in lieu	New subclause outlining that time in lieu not taken must be paid out on termination at the overtime rate applicable to the overtime when worked. Limited effect (if any). Employers are likely already paying TIL on termination given the existing sub clause 52.7(c).
52.9	Overtime – Trainee Supervision	Additional words outlining the existing clause is subject to section 62 of the <i>Fair Work Act 2009</i> (Cth) (maximum weekly hours). Due to medical emergency, a trainee may be required to work reasonable overtime or shift duty at the discretion of the Employer, subject to section 62 of the <i>Fair Work Act 2009</i> (Cth) (maximum weekly hours) . Such overtime or shift duty will be subject to the rates and/or allowances provided elsewhere in the proposed enterprise agreement. Limited effect (if any). Employers are likely already complying with section 62.
55.3(b)	Rest period after overtime/recall – Ten Hour Break (Work without release from duty)	Additional words to ensure an employee will not resume work of their own volition where doing so will cause a significant occupational health and safety risk. An employee cannot resume work after overtime/recall (without having the ten-hour break) at their own volition where there is a significant occupational health and safety risk. Limited effect. This practice is unlikely to be prevalent.



PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS		
58.5	Public Holidays – substitution of public holidays by agreement	Variation that allows the substitution of public holidays to occur by individual agreement only and not by agreement with the majority of affected employees.
58.6	Public Holidays - rostered to work and Employee who fails to do so	Deletion of clause outlining employees rostered to work on Public Holiday who fail to do so don't receive holiday pay for the public holiday. No effect as this was inconsistent with the NES entitlement to be absent.
62.4	Carer's leave	Deletion of clause outlining in normal circumstances an Employee must not take carer's leave under clause 62 where another person has taken leave to care for the same person. No effect.
62.10	St Vincent's Hospital	Deletion of clause specific to St Vincent's Hospital regarding the change from an income maintenance model to crediting of personal leave entitlement. No effect as the change had been implemented in the current enterprise agreement.
70.2(g) 70.3(a)(ii) 70.4(b)	Deletion of the definition of Primary Carer and other changes	Deletion of primary carer and non-primary carer definition (and other related changes) throughout the parental leave clause to ensure that concurrent parental leave and long parental leave is not limited for those who are not part of an Employee couple . Limited effect. The following limitations for employees who are not part of an Employee couple do not apply: <ul style="list-style-type: none"> • concurrent parental leave limited to 8 weeks: and • long parental leave limited to primary carer.
70.6(a)-(c)	Notice and evidence requirements	<ul style="list-style-type: none"> • Variations that outline notice for a second and subsequent separate period of concurrent leave only requires notice of at least 4 weeks (or if this is not practicable notice is to be given as soon as practicable) where the notice for the second and subsequent periods of parental leave had not been already given. • Deletion of the requirement to provide a statutory declaration, instead eligible employee should provide particulars of any period of partner (or like authorised) leave sought. Limited effect. <ul style="list-style-type: none"> • Where concurrent leave is taken, the second period of leave only requires 4 weeks of notice (or if this is not practicable notice is to be given as soon as practicable). • Information regarding partner leave is still required but does not need to be provided via a statutory declaration.
70.11	Variation of Period of Unpaid Parental Leave (Up to 12 Months)	Variation that new end date for leave should be provided to their Employer. No effect on entitlements.
70.13	Parental Leave and other entitlements	Additional words that outline if an employee uses accrued annual leave/long service leave entitlements concurrently with parental leave that it does not break the continuity of the period of unpaid parental leave. No effect on entitlements.



70.18	Keeping in touch days	Deletion of the reference to “Long” Parental Leave so that keeping in touch days apply to all Parental leave periods. No effect on entitlements.
72.3(c)	Long Service Leave (flexible taking of leave – half leave at double pay)	Deletion of the ability to take half leave at double pay. Employees cannot request, nor can an employer approve the taking of long service leave at half time for double the pay as this is inconsistent with the NES.
72.5(a)(i)(c) (new)	Long service leave – employment from full-time/part-time employment to casual employment and transfer of service to another employer as full-time/part-time	<p>Additional subclause</p> <ul style="list-style-type: none"> • Certificate of service must be provided to employee by the employer when requested when the employee continues to be employed as a casual employee. • Service transferred does not count for the purpose of the employee’s casual entitlement under the <i>Long Service Leave Act 2018</i> (Vic). That is, there is no double dipping of long service leave under the <i>Long Service Leave Act 2018</i> (Vic) or the proposed enterprise agreement. <p>Limited effect, if any. Purpose of change is to clarify the process of ensuring an employee who has an entitlement to LSL under the proposed enterprise agreement at Employer A does not lose the right to transfer service (in accordance with existing provisions) to Employer B when they terminate employment but continue to be Employed as a casual at employer A.</p> <p>Example Scenario explaining the effect is outlined below.</p> <p><i>An Employee resigns after 7 years’ part-time service with Employer A. The Employee remains a casual Employee with Employer A.</i></p> <p><i>The Employee requests a Certificate of Service in accordance with Appendix 6 or a similar form from Employer A, which is provided to the Employee.</i></p> <p><i>Within the allowable period (as defined above), the Employee commences full-time employment with Employer B and provides the Certificate of Service provided to them by Employer A to Employer B indicating they have 7 years’ service.</i></p> <p><i>After 3 years’ service with Employer B, the Employee wishes to take LSL. As the Employee has 10 years’ service with Employer B for the purposes of LSL (7 years of which is service that was accrued with Employer A) the Employee is entitled to access long service leave in accordance with subclause 72.3(d).</i></p>



The 7 years of service the Employee had at Employer A will not count as service for the Employee's casual entitlement to long service leave with Employer A. For the avoidance of doubt, in this scenario the service that counts under the Agreement for Employer A has been transferred to Employer B and is no longer applicable at Employer A, subject to a subsequent transfer of service back to Employer A.

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

77.6(b)

Professional
Development Leave
(part-time employees)

Addition of the word “fortnight” for clarification for the purposes of the employee not having four clear days free from duty. This is used to work out if a part-time employee can access time in lieu for professional development leave for times they do not work. No effect on entitlement.

PART I – UNION MATTERS AND SERVICE DELIVERY PARTNERSHIP PLAN

82.1(i)

Union Matters
(workplace
implementation
committees)

Deleted the requirement to have a workplace implementation committee. Therefore, no workplace implementation committees are required to occur during the proposed enterprise agreement.

83 (replaced)

Service Delivery
Partnership Plan
(SDPP)

Replaced with new clause that requires the additional public hospitals (The Queen Elizabeth Centre, Tweddle Child & Family Health Service and Casterton Memorial Hospital) have implementation meetings (upon request) to discuss the local implementation of the proposed enterprise agreement and that the meetings must address classification translations.

Implementation meetings will occur for the additional employers where required.

All references to SDPP have been removed from the proposed enterprise agreement.

PART J – CLASSIFICATION AND STAFFING

84.9 (new subclause)

Classifications
Definitions and Wages
(Grade 3 Allied Health
Manager only)

A new “Grade 3, Year 4B” increment will be applicable to Grade 3 Allied Health Managers (as defined in Appendix 4) in lieu of the general Grade 3 Year 4 rate of pay.

Increased wage rates for employees employed in the relevant classifications - see Appendix 2 changes for further information.

84.10 (new subclause)

Classifications Definitions
and Wages (Interns only –
Medical Imaging
Technologist, Nuclear
Medicine Technologist
and Radiation Therapy
Technologist)

Intern classification split into:

- 3 year degree (existing rate)
- Masters degree (new rate)

An intern who has provisional registration, have completed their masters degree and is undertaking clinical placement will receive the new master's degree rate - see Appendix 2 changes for further information.



93	Reserved Matters	Adjusted clause outlining that a Health Promotion classification structure will be implemented in the enterprise agreement that replaces the proposed enterprise agreement. No effect on entitlements.
Appendix 2	Wage Rates	<p>Part A & B have been updated with the 2.5% wage increase except for the classifications outlined below:</p> <ul style="list-style-type: none"> • New masters intern classifications for Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist and Radiation Therapy Technologist only – pay rate equals the existing enterprise agreement rate +9.02% <i>Note: no current undertaking applies, but a change required.</i> • New Grade 3, Year 4 rate (named <u>Grade 3, Year 4B</u>) will be applicable to Grade 3, Year 4 Allied Health Managers only – pay rate equals the existing enterprise agreement rate +5.94% <i>Note: no current undertaking applies, but a change is required.</i> • Existing Community Development Worker, Class 2A, Years 2, 3 & 4 – pay rates equal the: <ul style="list-style-type: none"> - existing enterprise agreement rate +3.79% for Year 2 - existing enterprise agreement rate +3.91% for Year 3 - existing enterprise agreement rate +4.30% for Year 4 <i>Note: undertaking currently applicable to employees in the classifications above who translate to a Level 2, Pay Point 2, 3 & 4 under the Modern Award will receive an increase equal to 0.50% on top of the undertaking rate. Year 1 had an undertaking that is no longer required, so only Years 2-4 require an additional adjustment above the 2.5%.</i> • Existing Welfare Worker Class 2, Years 1 to 4 – pay rates equal the: <ul style="list-style-type: none"> - existing enterprise agreement rate +3.84% for Year 1 - existing enterprise agreement rate +3.71% for Year 2 - existing Modern Award rate +2% for Year 3 - existing Modern Award rate +2% for Year 4 <i>Note: undertaking is currently applicable to employees in the classifications above who translate to a Level 2, Pay Point 3 & 4 under the Modern Award. No current undertaking applies to Year 1 & 2, but a change is required.</i> • New Welfare Worker Class 2A, Years 1 to 5 classification for Class 2 employees who translate to Health Professional employee level 3 under Modern Award. Pay rates equal to existing Modern Award rate +2%. <i>Note: undertaking currently applies to these employees</i> • New Welfare Worker Class 3A, Years 1 to 5 classification for Class 3 employees who translate to Health Professional employee level 3 under Modern Award. Pay rates equal to existing Modern Award rate +3%. <i>Note: undertaking currently applies to these employees</i> • New Welfare Worker Class 4A, Years 1 to 5 classification for Class 4 employees who translate to Health Professional employee level 3 under Modern Award. Pay rates equal to: <ul style="list-style-type: none"> - existing enterprise agreement rate +2.87% for Year 1 - existing enterprise agreement rate +2.82% for Year 2 - existing enterprise agreement rate +2.5% for Year 3 - existing enterprise agreement rate +4.26% for Year 4 - existing Modern Award rate +4% for Year 5



		<p><i>Note: undertaking currently applies to Year 5, but a change is required to others to keep similar structure</i></p> <ul style="list-style-type: none"> • New Youth Worker Class 2A, Years 1 to 5 classification for Class 2 employees who translate to Health Professional employee level 3 under Modern Award. Pay rates equal to existing Modern Award rate +3%. <i>Note: undertaking currently applies to these employees</i> • New Youth Worker Class 3A, Years 1 to 5 classification for Class 3 employees who translate to Health Professional employee level 3 under the Modern Award. <ul style="list-style-type: none"> - existing enterprise agreement rate +4.52% for Year 1 - existing enterprise agreement rate +3.91% for Year 2 - existing enterprise agreement rate +2.5% for Year 3 - existing Modern Award rate +3% for Year 4 - existing Modern Award rate +3% for Year 5 <p><i>Note: undertaking currently applies to the Year 4 & Year 5. No current undertaking applies to Year 1, 2 & 3, but a change is required to these years to keep similar structure.</i></p> <ul style="list-style-type: none"> • Trainee research technologist (scientist) (Peter Mac Only): <ul style="list-style-type: none"> - A trainee who is 19 years old must receive no less than 52% of the Level A Research Assistant 1 wage rate. Wage rate equal to Modern Award +2.06% - A trainee who is 20 years old must receive no less than 58% of the Level A Research Assistant 1 wage rate. Wage rate equal to Modern Award +1.19% <p><i>Note: undertaking currently applies to these employees</i></p> <p>Effective date will still be the FFPPOA 1 July 2020.</p> <p>Effect is increased wage rates for employees employed in the relevant classifications.</p> <p>Part C – Translation has been deleted. - No effect on entitlements.</p>
<p>Appendix 3</p>	<p>Allowances</p>	<p>Allowances that increase under the proposed agreement have been calculated. As per previous rows we have indicated the changes to relevant allowances - Refer to Appendix 3 of the proposed enterprise agreement.</p>
<p>Appendix 4</p>	<p>Classification Definitions</p>	<p>Change to classifications associated with the wage changes outlined earlier.</p> <p>Updating of the Art Therapists Association name.</p> <p>Cardiac Technologists (Cardiac Physiologists) added in brackets (change has been made throughout the proposed enterprise agreement as well).</p> <p>No additional effects on entitlements.</p>