



EXPLANATION OF AMENDED TERMS OF THE AGREEMENT

ALLIED HEALTH PROFESSIONALS (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2021-2026

This Summary of Changes is to be read in conjunction with a copy of the proposed Agreement.



Definitions

Award – Health Professionals and Support Services Award 2020.

BOOT – Better Off Overall Test.

Current Agreement – Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2021.

DH – Department of Health.

FFPPOA – First full pay period on or after.

FWC – Fair Work Commission.

FWA – Fair Work Act 2009 (Cth).

NES – National Employment Standards.

PSP – Public Sector Priorities.

the Proposed Agreement – proposed Allied Health Professionals (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026.

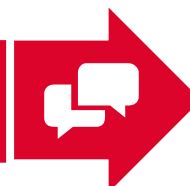
VAHPA – Victorian Allied Health Professionals Association.

VHIA – Victorian Hospitals' Industrial Association.

CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
PART A – PRELIMINARY			
1	Agreement Title	Details the title of the Proposed Agreement and its length: <i>Allied Health Professionals' (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2026</i> . Change also made at various locations throughout the Proposed Agreement.	Administrative amendment only.
2	Arrangement	An updated contents which provides a list of the order of each clause contained within the Proposed Agreement to make it easier for employees to find a specific clause.	Administrative amendment only.



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3	Index	An updated Index which provides an alphabetised list of each clause contained within the Proposed Agreement to make it easier for employees to find a specific clause.	Administrative amendment only.
4	Definitions (amended)	<ul style="list-style-type: none"> a. Add “or its successor” to the <i>Fair Work Act 2009</i> (Cth). b. Outline Adoption or Adopt definition is for the purposes of the Proposed Agreement and the NES. Replace Department of Health and Human Services with ‘relevant government department (currently the Department of Families, Fairness and Housing)’. c. Move definition of ‘Experience’ to subclause 85.12(a) (Classifications Definitions and Wages). d. Move definition of ‘shiftworker’ to clause 59 (Annual Leave). 	<ul style="list-style-type: none"> a. Ensures any replacement legislation is referenced by the Proposed Agreement. b. Confirms definition applies to Proposed Agreement and NES parental leave provisions, and ensures Proposed Agreement references correct Government department of the time (howsoever named). c. Refer to clause 85 regarding specific change. d. Drafting simplification – definition only relevant to one clause.
4	Definitions (new)	<ul style="list-style-type: none"> a. Insert definition of ‘BPECC’. b. Insert definition of ‘Child’. c. Insert definition of ‘Department’. d. Insert definition of ‘EO Act’. e. Insert definition of ‘HSR’. f. Insert definition of ‘Immediate Family’. g. Insert definition of ‘Miscarriage’. h. Insert definition of ‘Spouse’. i. Insert definition of ‘Stillborn Child’. j. Insert definition of ‘VHIA’. k. Insert definition of ‘WIC’. l. Insert definition of ‘2020 Agreement’. 	<ul style="list-style-type: none"> a. Drafting simplification – BPECC is referenced in more than one clause. b. Drafting simplification – Child given own definition to simplify/shorten the definition of ‘Immediate Family’. c. Drafting simplification - Department is referenced in more than one clause. d. Drafting simplification - EO Act is referenced in more than one clause. e. Drafting simplification - HSR is referenced in more than one clause. f. Drafting simplification and alignment to FWA – Immediate Family is referenced in more than one clause. g. Drafting simplification - Miscarriage is referenced in more than one clause. h. Drafting simplification and alignment to FWA – Spouse is referenced in more than one clause.



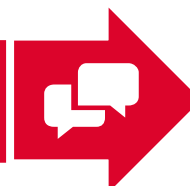
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			<ul style="list-style-type: none"> i. Drafting simplification – Stillborn Child is referenced in more than one clause. j. Drafting simplification – VHIA is referenced in more than one clause. k. Drafting simplification – WIC is referenced in more than one clause. l. Drafting simplification – 2020 Agreement is referenced in more than one clause.
4	Definitions (deleted)	Deletion of ‘Parties’ for the purpose of clause 54, relevant information inserted at subclause 54.2(h) instead.	Not required at clause 4 – only relevant at clause 54.
5	Incidence and Coverage	Replace “a party” with “an employee organisation”.	Consistent with legislation - improved alignment with section 183 of the FWA.
6	Commencement Date and Period of Operation	Details that the Proposed Agreement reaches its nominal expiry date on 28 February 2026 and that renegotiation will commence six months prior to that date.	Administrative amendment only.
7	Relationship to Previous Industrial Instruments and the NES	<ul style="list-style-type: none"> a. Inclusion of new provision dealing with the maintenance of existing entitlements unless expressly varied by the Proposed Agreement. b. Reference to the 2016 Agreement updated to the 2020 Agreement. Gives effect to existing disputes being able to be continued under the 2020 Agreement. 	<ul style="list-style-type: none"> a. Ensures existing Current Agreement and other entitlements are not diminished, unless expressly varied by the Proposed Agreement. b. Administrative amendment only – maintains existing arrangements.
8	Copy of Agreement	No changes proposed.	
9	No Extra Claims	No changes proposed.	
10	Anti-Discrimination	Establish an industry level standing committee of representative employers, VAHPA and VHIA to review audit results and promote gender equity initiatives, including addressing gendered violence.	<ul style="list-style-type: none"> • Promotion of Gender Equity initiatives. • Improve commonality across public sector enterprise agreements.
11	Transfer of Business	Un-capitalisation of employer and employee to give effect to legislation that transmission of business can occur across enterprise agreements and that where a Transferor pays out accrued annual leave and/or long	Improved alignment to transmission of business legislation.



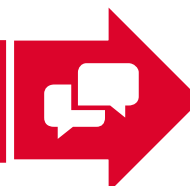
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		service leave to the employee upon the employee ceasing to be employed by them, this accrued annual leave and/or long service leave is not transferred to the Transferee. No effect on entitlements.	
12	Individual Flexibility Arrangement	No changes proposed.	
PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE			
13	Consultation	<ul style="list-style-type: none"> a. Delete subclause 13.1(b): 'Workplace change includes (but is not limited to) technological change.' b. Consultation includes reasonable steps to consult with those absent on leave including workers compensation 13.1(b) (amended). c. Major Change (including part of a Major Change) must not be implemented prior to the steps in the clause being completed, other than by agreement with Affected Employees and Union – 13.1(d)(i) (new). d. Process in clause 13 will not be used to prevent or frustrate Major Change (save that raising a dispute about non-compliance with the process does not, of itself, constitute preventing or frustrating Major Change) – 13.1(d)(ii) (new). e. Employer shall complete each step prior to proceeding to the next step save that nothing prevents an employer from progressing where the Affected Employee/s, Union, and/or the employee's other chosen representative (where relevant) have been given a reasonable opportunity to participate /respond but have not done so – 13.1(e) (new). f. Inclusion of additional examples of Major Change in the definition - workforce size, introduction of an on call roster, after hours or weekend roster, or how work is organised – 13.2(c) (amended). g. Insert reference to 'temporary' Major Change confirming consultation is required -13.2 (c) (new). h. Significant Effect definition includes impacts on workload of the employee/s and changes to shifts/rosters, including new shifts / rostering requirements -13.2 (e) (amended). 	<ul style="list-style-type: none"> a. Technological changes already covered. b. Ensures steps taken are reasonable. c. Improves compliance with the clause. d. Improves compliance and reduce dispute. e. Improves compliance and reduce dispute. f. Improves compliance and reduce dispute. g. Improves compliance and reduce dispute. h. Alignment with other public sector enterprise agreements. i. Ensures changes to PD's and any OHS impacts are identified early in the consultation process. j. Ensures concerns are addressed early in the process where possible and meetings occur to resolve concerns. k. Ensures clarity on implementation of change. l. Improves compliance and reduce dispute. m. Improves compliance and reduce dispute.



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		<ul style="list-style-type: none"> i. Change impact statement to include where relevant the current position descriptions that may be affected by the proposed change, any proposed new or revised position descriptions, and a risk assessment where there may be OHS impacts – 13.4(a) (amended). j. Concerns with Change Impact Statement to be raised as soon as reasonably practicable, and where the Union requests a meeting prior to the step 2 to clarify the proposed change or any information required to be provided as part of step 2, the employer will meet with the Union in a reasonable timeframe – 13.4 (b) & (c) (new). k. Employer to notify in outcome of consultation step (step 6) the date of implementation which shall not be less than 7 days from the date of the written advice - 13.9(a)(i) (amended). l. Where a party notifies or escalates a dispute within 7 days of the written advice, subclause 13.10(b) applies – 13.9(b) (new). m. Consultation dispute – 13.10 (amended): <ul style="list-style-type: none"> (a) parties must genuinely attempt to resolve dispute as set out in clause 14 (dispute resolution clause) and normal practice prior to dispute to continue (i.e. Major change not implemented while dispute is unresolved) subject to (c) below. (b) If a change is implemented and a dispute is raised about non-compliance with the consultation clause, the change must be reversed, except where: <ul style="list-style-type: none"> i. the FWC determines an application made by the employer within 7 days of the dispute being notified that they dispute the alleged failure and seek an interim order to not reverse the change; ii. the Affected Employees and the Union agree in writing the change is not required to be reversed); iii. the dispute is raised 7 days after completion of step 6. (c) A party can seek an interim decision (or by agreement recommendation) from the FWC, including regarding the reversal of an implemented Major Change. List of relevant factors the FWC may consider is listed in the clause. 	



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13A (AMENDED)	Consultation about changes to rosters or hours of work	<ul style="list-style-type: none"> a. Remove this provision from subclause 13.10 and make a standalone clause 13A. b. Add a preceding statement that outlines clause 13A applies where a change to regular rosters or ordinary hours of work does not constitute a change that must be consulted on in accordance with clause 13. c. Insert statement outline nothing in clause 13A overrides any other clauses in the Proposed Agreement for example the rosters or hours of work clauses. 	<ul style="list-style-type: none"> a. Administrative amendment. b. Clarification to reduce disputation. c. Improve compliance and reduce disputation.
14	Dispute Resolution Procedure	<ul style="list-style-type: none"> a. Dispute can be raised regarding the secondary pathway Current Agreement under the Proposed Agreement – 14.1(b)(ii) (new). b. Clarification that a member of the FWC can issue an interim decision regarding whether subclause 14.2 has been complied with in relation to an alleged dispute – 14.2(e) (new). c. Amended provisions regarding when and how discussions should take place to try to resolve the dispute (including expedited process and referral to the FWC for collective disputes and in other circumstances), – 14.4 & 14.5 (amended). d. Where a party believes the requirements of subclause 14.4 have not been complied with, they should notify the other party of their concern in writing as soon as practicable – 14.4(c) (new). e. Clarification on what discussions include, save that a meeting in person where practicable will not be unreasonably refused -14.4(e) (new). f. Specific reference to s. 596 of the FWA inserted which requires lawyers and paid agents to seek permission to appear at the FWC – 14.8 (new). 	<ul style="list-style-type: none"> a. Given its short length, disputes in relation to the Current Agreement can be raised. b. Provide clarification an interim order can be sought. c. Improved process for dealing with disputes. d. Improve compliance. e. Clarification to reduce disputation. f. Clarifies intent that Proposed Agreement doesn't override the FWA and FWC Rules.
14A (NEW)	Independent Dispute Resolution Panel	<p>Introduction of an independent dispute resolution panel who may deal with specific types of disputes, namely about:</p> <ul style="list-style-type: none"> a. clause 88 – Supervision and Management; b. clause 89 – Safe Staffing and Workload; c. clause 90 – Backfill; and 	<p>Improve efficiency in resolving certain disputes by introducing an alternative to the FWC.</p>



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		d. the classification of an employee/s under the Proposed Agreement (including in relation to Advanced Practice).	
15	Performance Management	<ul style="list-style-type: none"> a. Performance issues must be dealt with as soon as practicable following the employer becoming aware of the performance issue – 15.1(a) (amended). b. Clear separation of processes related to performance issues and misconduct – performance issues can be considered misconduct where despite all reasonably practicable interventions by the employer (which includes following the process in clause 15) the employee is unable to fulfil all or part of their job requirements to a satisfactory level – 15.1(b) (amended) same changes made in clause 16. c. Informal process – employer will provide a written record of the discussions and concerns, and support employee in rectifying concerns – 15.2 (amended). d. Where a period of 12 months elapses without the employee repeating the performance issue, the employer cannot rely on the preceding performance issue for the purposes of clause 15 or 16 – 15.4 (new). e. Clause outlining disputes regarding clause will be dealt with in accordance with the Dispute Resolution Procedure – 15.5 (new). 	<ul style="list-style-type: none"> a. Ensures performance issues are dealt with expeditiously. b. Defines the circumstances when a performance issue can proceed to the Managing Conduct and Performance clause. c. Ensures employee has clear understanding of performance concerns. d. If performance issue not repeated, prior performance issues cannot be used as basis for further performance management or disciplinary action. e. Reflects status quo.
16	Discipline (Managing Conduct and Performance)	<ul style="list-style-type: none"> a. Retitled 'Managing Conduct and Performance'. b. Employers to act on conduct or performance issue that may constitute misconduct as soon as reasonably practicable after becoming aware of issue – 16.1(d) (new). c. Employees yet to complete the minimum employment period exempt from the '3 step' warning process. Procedural fairness requirements still apply in order to terminate employment – 16.1(c) (new). d. Include sexual harassment in list of conduct that is serious misconduct - 16.2(d)(iii) (amended). e. Inclusion of a process to deal with objections to who is conducting the investigation into alleged misconduct based on conflicts of interest – employer to not unreasonably refuse to appoint a different investigator -16.3 (a) and (b) (amended). 	<ul style="list-style-type: none"> a. Align with other public sector enterprise agreements. b. Ensures disciplinary issues are dealt with expeditiously. c. Streamline process. d. Ensures compliance with legislative obligations. e. Ensures investigator acts in good faith and without bias. f. Streamline process. g. Ensure representative receives a copy of investigation/discipline outcome with appropriate information and reasonable



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		<ul style="list-style-type: none"> f. Inclusion of ability for employee to waive, in writing, the need for an investigation where the concern is undisputed, while still raising matters in mitigation before any disciplinary action (if any) is decided – 16.3 (c) & (d) (amended). g. Outcome of investigation process and the employer’s decision or summary of its reasons for taking action will also be notified to employee’s representative (if any) and must include the details of the evidence the investigator relied upon to come to their conclusion. Reasonable opportunity (including timeframes) must be given to employee provide information - 16.4 (c) – 16.4(b) (amended). h. Better set out how possible outcomes are to be dealt with including the circumstances in which the first written warning can be the first disciplinary action – 16.5 (amended). i. Employers cannot rely on a warning or counselling after a period of 12 (or where applicable 18 months) has elapsed – 16.5 (amended). 	<ul style="list-style-type: none"> opportunity given to employee provided to respond. h. Clarification of process. i. Clarification and ensures employer does not use outdated records.
PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT			
17	Types of employment	<ul style="list-style-type: none"> a. New subclause outlining the employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible - 17.3 (new). b. Provisions dealing with when an employee holds more than one position under an enterprise agreement/s (including the Proposed Agreement) including combined EFT being no more than 1 and that the positions will be treated as one for certain purposes referred to in subclause. If an employee requests, two positions can be converted to one unless the employer refuses on reasonable business grounds – 17.4 to 17.7 (new). 	<ul style="list-style-type: none"> a. Maintenance and promotion of secure employment and alignment with Government IR Policy. b. Ensures entitlements are clear regarding these circumstances and reduce disputation.
18	Full-time employment	No changes proposed.	
19	Part-time employment	<ul style="list-style-type: none"> a. Clarify minimum engagement is on a shift basis (not a week basis) - 19.2 (amended). 	<ul style="list-style-type: none"> a. Clarification to reduce disputation. b. Clarification to reduce disputation. c. Clarification to reduce disputation.



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		<ul style="list-style-type: none"> b. Clarify the items in subclause 19.3 must be outlined in the employee’s letter of offer that is provided before a part-time employee commences employment – 19.3(a) & (b) (amended and new). c. Variations to the regular pattern of work must be by agreement and recorded in writing – 19.3(c) (amended). d. Clear wording that a part-time employee cannot be required to work additional ordinary hours (except by agreement), and that in the event of a dispute as to whether a part time employee agreed to work additional ordinary hours, evidence of that agreement must be in writing, such as an email, text or other electronic message, otherwise the additional hours must be paid as overtime -19.4 (amended). e. Inclusion of a part-time review of hours clause that facilitates a review of a part-time employee’s contract where they regularly and systematically work more than their contracted hours. Request cannot be unreasonably refused by employer – 19.5 (new). 	<ul style="list-style-type: none"> d. To ensure compliance and reduce disputation. e. Maximising Allied Health Professionals hours.
20	Casual Employment	<ul style="list-style-type: none"> a. If an employee has been engaged as a casual but is not performing work of a casual nature, where requested by the casual employee the employer will convert them to full-time or part-time employment (whichever is applicable) and upon conversion to permanent employment, clause outlines when period of casual service will be counted - 20.2 (new). b. Update clause to clarify minimum engagement is on a shift basis (not a week basis) – 20.3 (amended). c. Deleted any references to Long Service Leave as this is dealt with in revised Long Service Leave clause. 	<ul style="list-style-type: none"> a. Reduce disputation. b. Clarification to reduce disputation. c. Administrative amendment.
21	Casual Conversion	Casual Conversion clause replaced by NES process – employer assessment at 12 months service, but employee can request conversion after 6 months. Plus, additional provisions regarding effect of conversion and other rights and obligations.	Improves alignment with NES.



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22	Fixed Term Employment	<ul style="list-style-type: none"> a. Initial limit extended to 3 years for research projects (instead of 2 years) (Peter MacCallum Cancer Institute only). b. Graduate fixed term employees offered ongoing employment where appropriate in all the circumstances and a suitable vacancy exists – 22.15 (new). 	<ul style="list-style-type: none"> a. Addresses unique circumstance of specific employer. b. Promotion of secure employment.
23	Letter of Offer	Provision outlining where an employee commences a new role or their appointment is varied, the new letter of offer/variation shall be recorded in writing and a copy provided to the employee before the new role/variation commences – 23.2 (new).	Clarify employment arrangements prior to amended.
24	Termination of Employment	Minor drafting changes only.	No impact
25	Redundancy and Related Entitlements	<ul style="list-style-type: none"> a. Amend definition (25.2(b)) of 'comparable role' to take into account: <ul style="list-style-type: none"> o different grade/level/class that is acceptable to the employee; o a different number of ordinary hours that is acceptable to the employee; o a different work location that is not a reasonable distance that is acceptable to the employee. b. Level and Class added throughout clause to clarify the clause includes AHP2 classifications. c. The employer will: <ul style="list-style-type: none"> o make every effort to redeploy the Affected employee to a Comparable Role in terms of classification, grade/level/class and income, including giving preference to an Affected employee/s for any vacant Comparable Roles. o Make clear that where the employer is creating a new role/s substantially similar to the Affected employee's redundant role (such as in a spill and fill situation), they will give priority to the redeployment of an affected employee/s and only consider other applicants if the Affected Employee's do not fill the new role/s - 25.3(b) (amended) d. Clear wording that an employee can reject a non-comparable role and receive redundancy pay – 25.3(e) (new). 	<ul style="list-style-type: none"> a. Considers roles that may be acceptable to the Affected Employee – maximise redeployment. b. Reflects status quo. c. Align with State Government IR Policies (as it relates to priority in redeployment in redundancy). d. Reflects status quo. e. Align with State Government IR Policies. f. Clarification to reduce disputation.



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		e. Additional support to Affected Employees may include other assistance including career planning or employment services – 25.3(g) (amended). f. Subclause 25.7 amended to ensure: <ul style="list-style-type: none"> o the existing relocation allowance of up to \$1,900.00 is connected to a written estimate from the Affected employee (where not disputed). o The employer will only refuse to accept the estimate represents the additional cost to the Affected Employee where the employer has evidence that the estimate does not represent the additional cost to the Affected Employee. 	
26	Ending Employment During Parental Leave	Minor drafting changes only.	No impact.
27	Transition to Retirement	Minor drafting changes only.	No Impact.
PART D – WAGES			
28	Wages and Wage Increases	a. Application of following Wage and Allowance increases of 2% from FFPPOA: <ul style="list-style-type: none"> i.1 March 2022 (backdated) ii.1 March 2023 iii.1 March 2024 iv.1 March 2025 b. Class III (3) Community Development Workers to receive an additional 0.5% wage increase. c. Miscellaneous wage increases to reduce the likelihood of undertakings required to be given to the FWC – some rates of pay have had additional minor increases applied to them above the Award wage. They are included in Appendix 2 of the Proposed Agreement with an asterisk symbol.	a. Reflects settlement outcome and Government Wages Policy. b. To improve wage progression between Community Development Worker Class II (2) and Class III (3). c. FWC approval requirement (BOOT).
28A	Patience in Bargaining Payment	a. Applies to full-time, part-time, fixed term and casual employees. b. 2.0% once-off lump-sum payment calculated on ordinary time earnings (which for a casual includes the 25% loading) for period 28 November 2021 to 28 February 2022.	Reflects settlement outcome and Government Wages Policy.
28B	Top of Band Payment	a. Applies to full-time, part-time, fixed term and casual employees.	Reflects settlement outcome and Government Wages Policy.



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		<ul style="list-style-type: none"> b. Annual 'Top of band' payment of 0.3% once per annum payable for employees employed on 1 March 2022, 1 March 2023, 1 March 2024 and 1 March 2025. Payable to the classifications listed in the clause. c. The full-time amounts have been calculated in Appendix 3. d. The payment is pro-rata for part-time employees, and casual employees (based on their average ordinary hours over the 6-month period, or lesser period if they have been employed for less than 6-months), immediately prior to the relevant eligibility date. 	
28C	Skills and Incentive Payment	<ul style="list-style-type: none"> a. Applies to full-time, part-time and fixed term employees. It does not apply to casual employees. b. Annual lump-sum skills incentive payment for employees employed on the below dates: <ul style="list-style-type: none"> i. 1 March 2022 - \$500 ii. 1 March 2023 - \$750 iii. 1 March 2024 - \$750 iv. 1 March 2025 - \$1000 c. The payment is pro-rata for part-time employees 	<p>Reflects settlement outcome and Government Wages Policy.</p> <p>Align with PSP – Build Skills and Capability.</p>
29	Payment of Wages	<ul style="list-style-type: none"> a. Updated list of specific items required on payslips and provisions regarding records in line with the FWA – 29.3(a)(ii) and (b) (amended and new). b. Any deductions must be made in accordance with section 324 of the FWA – 29.4 (new). c. As far as reasonably practicable, pay slips to include annual leave, personal/carer's leave and ADO balances or such information be readily accessible through electronic platforms 29.3(a)(iii) (amended). d. Where an employer introduces a new payroll system, where possible, payslips (or through other readily accessible electronic platforms) will include this information - 29.3(a) (iv) (new). e. Where an employee terminates their employment, outstanding payments made as soon as practicable but no later than the ordinary pay day following end of employment. Where employer terminates the employee's employment without notice, payment made within two (2) business days – 29.5 (amended). f. Certificate of service (or similar form) including the information in Appendix 6, to be provided where reasonably practicable within 14 days after termination but not greater than 21 days after termination 	<ul style="list-style-type: none"> a. Improves alignment with legislative obligations. b. Improves alignment with legislative obligations. c. Employees to have ready access to details of accrued entitlements where reasonably practicable. d. Employees to have ready access to details accrued entitlements where possible. e. Distinguishes between employer and employee termination process f. Streamline termination and transfer of entitlement process.



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		of employment (includes where an employee becomes a casual) - 29.6 (new).	
30	Superannuation	<ul style="list-style-type: none"> a. Update name to Aware Super – 30.1 (amended). b. Removal of reference to \$450 a month minimum earnings (throughout clause). c. Reference to stapled superannuation funds included - 30.3 (new). d. Effective from 7 July 2022, superannuation to continue to be paid through all parental leave absences (both paid and unpaid) – in accordance with subclause 30.6 (new). 	<ul style="list-style-type: none"> a. Change in name only. b. Alignment with legislative obligations. c. Alignment with legislative obligations. d. Promotion of Gender Equity - address generally lower retirement income of female dominated workforce.
31	Salary Packaging	Amended to state that employer will maintain a salary packaging policy – 31.1 (new).	Ensures employees have access to employer's salary packaging information.
32	Accident Pay	Minor drafting changes only.	No impact.
PART E – ALLOWANCES AND REIMBURSEMENTS			
33	Increases to Allowances	<ul style="list-style-type: none"> a. Specific allowances listed in subclause 33.1 to increase in line with wage increases as specified. b. Insertion of Lead Apron Allowance – refer to clause 44A. c. Insertion of Change of Shift Allowance (previously a percentage of a wage rate) – refer to clause 39. d. Deletion of Sleepover Allowance – refer to subclause 47.7 e. Deletion of Night and Permanent Night Shift Allowance, and inclusion of shift allowances as a whole – refer to clause 38. f. From commencement of the Proposed Agreement, some allowances have had additional increases to reduce the likelihood of undertakings required to be given to the FWC. They are included in Appendix 3 of the Proposed Agreement in the 'Commencement of Agreement' column. <p>Refer to Appendix 3 for consolidated allowances payable.</p>	<ul style="list-style-type: none"> a. Allowance increases in line with Government policy. b. New allowance introduced which increases in line with wages. c. Allowance is now the same rate for all employees. d. Allowance no longer payable from commencement of the Proposed Agreement e. Permanent night shift becomes the night shift allowance – all paid at higher amount, and all shift allowances are now not tied to a wage rate. f. FWC approval requirement (BOOT).
34	Sole Allowance	<p>Express sole allowance as a rate not tied to a wage rate as specified in Appendix 3 (with details as to how the Sole Allowance has historically been calculated).</p> <p>Refer to Appendix 3 for consolidated allowances payable.</p>	Administrative amendment. No effect.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
35	Higher Qualifications Allowance	<p>Allowances calculated on updated wage rate points that reflect the existing rate the allowances are calculated on.</p> <p>Refer to Appendix 3 for consolidated allowances payable.</p>	Administrative amendment. No effect.
36	Allowances Related to Overtime	<p>a. Meal Allowance - where the employer is providing a meal in lieu of the allowance, the meal must be an appropriate meal suitable for the employee's dietary requirements (for example any allergy, religious or other dietary requirements), otherwise the meal allowance will apply – 36.1(b) (amended).</p> <p>b. Expand existing telephone allowance clause to include application to home-visits – 36.3(a)(ii) (new).</p> <p>Refer to Appendix 3 for consolidated allowances payable.</p>	<p>a. Ensures employees still receive meal allowance if employer does not provide appropriate meal as specified.</p> <p>b. Contemporised in line with increased occurrence of home visits.</p>
37	Higher Duties Allowance	<p>a. Clear wording that this clause applies in instances where a position is vacant (for example, employee resigns) not just when an employee is absent – throughout clause.</p> <p>b. An employee is entitled to have the higher duties allowance paid whilst they are on any period of paid leave if they will be required to assume the duties of the absent employee when they return to work from the leave and the employer does not have to pay another employee higher duties as a result the absence – 37.3 (new).</p> <p>c. An employee may refuse to be engaged to perform higher duties – 37.4 (new).</p> <p>d. New allowance rates where the difference between the top of one grade/level/class and the bottom of the next is minimal/rate is lower – refer to table at subclause 37.5 (new).</p>	<p>a. Ensures payment of higher duties even if there is no incumbent.</p> <p>b. To reflect the employees wage rate for that period subject to the relevant exceptions.</p> <p>c. Reduce disputation.</p> <p>d. Incentivise the performance of higher duties.</p>
38	Shift Work Allowance	<p>a. Update clause to take into account that morning/afternoon shift rates will no longer be a percentage of wage rates and will increase in line with wage increases as per subclause 33.1 (with details as to how the morning/afternoon shift allowance has historically been calculated) – 38.1 (amended).</p> <p>b. Updated allowance rates required to reduce the likelihood of undertakings – depends on shift length of employees – refer to Appendix 3 highlights in yellow.</p> <p>c. Abolish the distinction between ad hoc and permanent night shift allowance (one allowance at the higher permanent night shift allowance rate is applicable) – 38.2 (amended).</p>	<p>a. Administrative amendment. No effect.</p> <p>b. Reduce likelihood of undertakings</p> <p>c. Incentivise work during unsociable hours.</p>



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		Refer to Appendix 3 for consolidated allowances payable.	
39	Change of Shift Allowance	Increase Change of Shift Allowance to \$70.80 for all professions, which is to be increased in accordance with subsequent wage increases. Refer to Appendix 3 for consolidated allowances payable.	Disincentivise rostering practices that cause change of shift.
40	Sleepover Allowance	a. Sleepover allowance provisions under Current Agreement cease to operate – 40.1 (amended). b. Insert clarification at subclause 47.7 that time spent on employer premises overnight for a sleepover is paid time worked (that is, as either ordinary hours or overtime as the case may be).	Make Proposed Agreement contemporary – sleepover is unlikely to be required by employers for this group of employees.
41	Travelling Allowance	No changes proposed.	
42	Travel - Payment	No changes proposed.	
42A (NEW)	Travelling and Relocation	a. Travel allowance payable to a full-time or part-time employee required by the employer to temporarily relocate from their base campus to another campus during a shift. b. Travel allowance and payment for travel time payable to a full-time or part-time employee required by the employer to temporarily relocate from their base campus to another campus prior to a shift where this results in 15 minutes or more of additional travel time. c. Insertion of provision to address financial disadvantage arising from employee being required to permanently change base campus (outside of redundancy context) – see subclauses 25.7(b) to (f).	Addresses situations where a change of location is initiated by an employer for temporary and permanent relocation (not only due to redundancy).
43	Working away from home	Allowances calculated on updated wage rate points that reflect the existing rate the allowances are calculated on. Refer to Appendix 3 for consolidated allowances payable.	Administrative amendment. No effect.
44	Uniform and Laundry Allowance	No changes proposed.	
44A (NEW)	Lead Apron Allowance	Effective from 7 July 2022, an employee who is required as part of their usual duties to wear a lead apron, even where they do not wear a lead apron regularly or only wear it periodically, is to be paid an allowance for each shift or part thereof on which the lead apron is worn. This allowance is to increase in accordance with wage increases in the Proposed Agreement.	Align with PSP – People Centric



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
45	Damaged Clothing Allowance	No changes proposed.	
46	Supervisor Allowance	Minor drafting changes only (addition to title of profession).	No impact.
PART F - HOURS OF WORK AND RELATED MATTERS			
47	Hours of Work	<ul style="list-style-type: none"> a. New subclause outlining that time spent on employer premises overnight is paid as time worked (that is, as either ordinary hours or overtime as the case may be) – 47.7 (new). b. Subclause that outlines rosters will be drawn up so as to provide at least 10 hours between successive ordinary shifts – 47.8 (new). c. Deletion of broken shift arrangements that operated in accordance with subclause 19.3 or 47.2(b)(ii) under the 2016 Agreement – 47.9(c) (amended). 	<ul style="list-style-type: none"> a. Clarifies payment for time spent overnight on employer premises since the Sleepover Allowance at clause 40 has been removed. b. Support improved occupational health and safety - ensures appropriate breaks occur between successive ordinary shifts. c. Ensure broken shift arrangements suit employees – arrangements would need to be implemented under a new agreement as flexible work arrangement or individual flexibility arrangement.
47A (NEW)	Right to Disconnect	New Right to Disconnect clause that gives an employee a right to disconnect from work and not be contactable, subject to certain exceptions.	Improves ability of employees to disconnect from the workplace on their days off/periods of leave.
48	Accrued Days Off	Facilitative provisions around not taking ADOs in the four week period in which they accrue where this is what would otherwise happen – 48.3(b) (new).	Improves flexibility for both employee and employer.
49	Breaks	<ul style="list-style-type: none"> a. A meal break will, where reasonably practicable, commence no earlier than three (3) hours after the commencement of the employee’s period of duty, and must conclude no later than six (6) hours after the commencement of the employee’s period of duty, unless otherwise agreed by the employer and employee – 49.1(b) (new). b. The employer will ensure that, wherever reasonably practicable, an employee is able to take their meal break and is not required to perform any work during their meal break, including leaving the employer’s premises – 49.1(c)(i) and 49.3(b) (new). c. Where an employee is unable to take a meal break (not including tea/rest break) they will be paid for the time worked at their ordinary rate plus 50% - 49.1(c)(iii) (new). 	<ul style="list-style-type: none"> a. To ensure meal breaks are allocated at appropriate time during shift. b. To ensure compliance and reduce disputation. c. To disincentive employees working through meal breaks. d. Requires written outline of steps to be taken where an employee does not take their meal break e. Discourage scheduling such activities during staff meal/tea breaks. f. Clarification that employees free to use time as their own.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> d. Insertion of specific escalation process where meal breaks are not taken in a shift – 49.1(c)(ii) (new). e. Where reasonably practicable, staff meetings, in-house training and in-house professional development will not be conducted during an employee’s meal/tea break. Where they do take place during these times, alternative times will be allocated for an employee to take their meal/tea break, save that where an employee does not have an alternative meal break, the payment in subclause 49.1(c)(iii) applies – 49.4 (new). f. The employer will ensure that an employee is able to take their tea break and is not required to perform any work during their tea break, including leaving the employer’s premises – 49.3 (new). g. Where an employee performs a role that requires changing into or out of specific clothes and/or personal protective equipment (PPE) that are necessary to perform work, the employer will ensure the employee is provided with time to do this during their working hours – 49.5 (new). 	<ul style="list-style-type: none"> g. Ensures employees are not changing into clothes necessary to perform their role outside of ordinary hours.
50	Rosters	<ul style="list-style-type: none"> a. Rosters of at least a fortnightly duration to be posted at least 2 weeks prior to becoming effective – 50.1(a) and (b) (amended). b. Roster can be altered where another employee is absent because of absences (in accordance with the clause), resignation or other pressing emergency - 50.2 (amended). c. New entitlement to a Change of Roster Allowance - where the employer changes an employee’s roster without 7 days’ notice an allowance of 2.5% of the AHP1 Grade 1, Year 2 rate is payable (subject to exceptions) – 50.2(b) and (c) (new). 	<ul style="list-style-type: none"> a. Ensures adequate notice of shifts/roster is provided. b. Allows changes in rosters to occur for specific absences. c. Disincentivises roster changes at late notice.
50A (NEW)	Biometric Timekeeping	<p>For employers who currently have biometric timekeeping, requirement to not unreasonably refuse an alternative to biometric timekeeping and maintain an alternative where an alternative already exists. For employers introducing biometric timekeeping, it must be implemented with an alternative.</p>	<p>In consideration of genuine objections, requires alternative timekeeping methods be maintained/introduced with new biometric systems.</p>
51	Rates for Saturdays and Sundays	<p>Amend subclause 51.2 so that it refers to the overtime clause where Saturday and Sunday duties are required to be carried out in excess of the week’s work. No change to penalty rates.</p>	<p>Drafting simplification.</p>



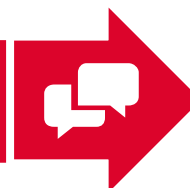
CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
52	Overtime	<ul style="list-style-type: none"> a. Inclusion of a specific circumstance where an employee can refuse overtime, namely due to a requirement to look after a member of the employee’s immediate family or household – 52.2(b) (new). b. Improvement to process around approval of overtime and submission of timesheets – 52.4 (new). c. Expansion of the meaning of ‘authorised’ to include where it is ‘requested’ and by an employee’s manager or supervisor, and ‘the Employee completes seeing a patient where this commenced during ordinary hours and continues beyond the employee’s ordinary hours’ – 52.5 (amended). d. Requirement for employers to have protocols around the authorisation of overtime, which must address certain circumstances – 52.5(b) and (c)(new). e. Inclusion of express provisions that overtime worked will be paid, whether authorised or not – 52.5(d) and (e) (new). f. Casual Overtime: remove reference to work performed where a break of at least 8 hours has not been provided. Entitlement as per subclause 47.8 (break of 10 hours between ordinary shifts) – 52.7(b) (amended). g. Updated casual rates to align with compounded penalty payments like the Award – 52.7(b) (Amended). h. A request for time in lieu, including to take it at a specific time, will not be unreasonably withheld by the employer – 52.9 (amended). i. An employee working overtime (including recall) will take a paid rest break of 20 minutes after each four (4) hours of overtime worked if required to continue work after the break – 52.11 (new). 	<ul style="list-style-type: none"> a. Better alignment to the FWA regarding right to refuse unreasonable overtime. b. Improve efficiency. c. Ensures employees have clarity around when overtime is authorised and recognition that authorisation can be difficult to obtain in certain circumstances. d. Ensures employees have clarity around when overtime is authorised, and when work can cease. e. Ensures all time worked by an employee is paid. f. Entitlement the same as full and part-time employees. g. Removes requirement of existing undertaking and reduces likelihood of further undertakings. h. Improves flexibility for employee. i. Support improved occupational health and safety - ensures appropriate breaks occur after long periods of overtime.
53	Recall – Return to Workplace	Minor drafting changes only.	No impact.
54	Recall – No Return to Workplace	Replace ‘Parties’ with the Union and VHIA – 54.2(h).	Drafting simplification (definition of ‘Parties’ removed from clause 4 as only relevant to this clause 54).
55	Rest Period After Overtime/Recall	No changes proposed.	
56	Daylight Savings	No changes proposed.	



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
57	Make-up Time	No changes proposed.	
PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS			
58	Public Holidays	<ul style="list-style-type: none"> a. Add Easter Sunday and the Friday before the AFL Grand Final to the list of holidays (where gazetted) – 58.3 (amended). b. Add subclauses regarding NES entitlement to be absent, reasonable requests to work public holidays and payment for absence on a public holiday– 58.2(a), (b) and (c) (new). c. Public holiday substitution not to be unreasonably withheld – 58.6(c) (amended). d. Outline accrual of leave still occurs on the NES entitlement to be absent – 58.2(c)(i)(B) (new). e. If an employee is only required to work part of their ordinary hours of work on a public holiday, the employee’s NES entitlement to be absent and receive payment still applies for the proportion of ordinary hours not worked on the public holiday - 58.2(c)(ii) (new). 	<ul style="list-style-type: none"> a. Clarification to reduce disputation. b. Clarification to reduce disputation. c. Improves flexibility for employee. d. Clarification to reduce disputation. e. Clarification to reduce disputation.
59	Annual Leave	<ul style="list-style-type: none"> a. From 7 July 2022, an employee’s base entitlement to annual leave will be 5 weeks (190 hours) – an increase by 1 week (38 hours). This extra week of annual leave attracts annual leave loading. Ability of Weekend Workers to accrue an extra week of annual leave, and the ability to accrue an extra week of annual leave for on call and rostered overtime unaffected – 59.1(a) (a) (amended). b. Deleted ‘A part-time Employee accrues annual leave on a pro rata basis’, and other references to ‘pro rata for part-time Employees’ – 59.1(c) (deleted). c. Moved the definition of shiftworker for the purposes of the NES only to subclause 59.2(a)(ii). d. Inserted process for dealing with annual leave applications during high demand periods – 59.3(f) (new). e. Once annual leave has been granted by the employer it will only be revoked by mutual agreement which may be at the request of the employee, save that the employer will not unreasonably refuse a request by an employee to revoke the granting of leave – 59.3(c) (amended). 	<ul style="list-style-type: none"> a. Align with PSP – People Centric (additional work/life balance). b. Removal of redundant clause (clause already states that annual leave accrues progressively). c. Drafting simplification. d. Improve efficiency when managing leave during such periods. e. Additional flexibility.
60	Cashing out of Annual Leave	An employer will not unreasonably refuse a request to cash out annual leave – 60.2 (amended).	Additional flexibility.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
61	Purchased Leave	Inserted provisions regarding not unreasonably refusing when purchased leave can be taken within the 12-month period – 61.3 (amended).	Additional flexibility.
62	Personal/Carer's leave	<ul style="list-style-type: none"> a. Deleted 'A part-time Employee accrues annual leave on a pro rata basis', and other references to 'pro rata for part-time Employees' throughout clause. b. Employers will not adopt systems or practices intended to discourage the legitimate use of personal leave by employees, such as unreasonably questioning employee's about their use of personal/carer's leave – 62.3(a) (new). c. Portability of Personal Leave: clarify that the gap between employment cannot extend beyond the allowable period of absence – 62.7(b) (amended). d. Employer will not exclude the employee from any benefit under the portability of Personal Leave where an employee transfers to another employer and remains engaged as a casual/casual bank employee with previous employer – 62.7(d) (new). 	<ul style="list-style-type: none"> a. Removal of redundant clause (clause already states that personal leave accrues progressively). b. Discourage unreasonable practices. c. Ensures there is a connection between allowable period of absence definition at 62.7 and commencing employment. d. Clarification to reduce disputation.
63	Casual Employment – Caring Responsibilities	Increase “unavailable to attend work” provisions from two days unpaid leave to three days unpaid leave per occasion – 63.2 (amended).	Additional reasons for non-attendance of casual shifts.
64	Fitness for Work	<ul style="list-style-type: none"> a. Inclusion of reference to obligations under the <i>Health Records Act 2001</i> (Vic) – 64.2(b) (new). b. Confirm concerns employer has regarding an employee's fitness for work must be subject reasonable belief – 64.2(d)(i) (amended). c. Confirm a representative has a right to represent the employee at a meeting related to this clause - 64.2(d)(ii) (amended). d. Outline first step after discussions regarding request for report from employee's Treating Medical Practitioner is through the employee – 64.3(a) (amended). e. Amended process regarding the attendance at an IME (including an opportunity for employee to raise concerns of impartiality and process to deal with this where this occurs) – 64.4(new). f. The employer must only seek information regarding the employee's capacity to work, including from any medical practitioner an employee attends and will not request confidential medical information – 64.8 (new). g. Outline clause doesn't apply to injury subject to an active Workcover claim – 64.9 (new). 	<ul style="list-style-type: none"> a. Amendments for legislative compliance. b. Clarification to reduce disputation. c. Clarification to reduce disputation. d. Employee to undertake initial process. e. Transparency and efficiency. f. Ensure only relevant medical information is sought. g. Clarification to reduce disputation.



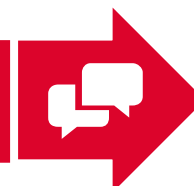
CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
65	Reasonable Adjustments	Changed 'Equal Opportunity Act 2010' to 'EO Act' throughout clause.	Administrative amendment only - EO Act now defined at clause 4.
66	Family Violence Leave	Add recovering from family violence as a reason leave can be utilised (for example, allowing for bruising to heal) – 66.1(b) and 66.5(a) (amended).	Clarification to reduce disputation.
67	Compassionate Leave	<ol style="list-style-type: none"> a. Amend entitlement to include stillbirth and miscarriage as permissible occasions – 67.1 (amended). b. Increase <u>unpaid</u> compassionate leave for Casual employees to four (4) days – 67.7 (amended). 	<ol style="list-style-type: none"> a. Compliance with legislative obligations (NES). b. Aligns with full and part-time employee entitlement.
68	Pre-natal Leave	No changes proposed.	
69	Pre-adoption Leave	No changes proposed.	
70	Parental Leave	<ol style="list-style-type: none"> a. 70.7(amended) - Increases to amount of paid leave from 7 July 2022 as follows: <ul style="list-style-type: none"> o Primary carer paid leave increased by 4 weeks (total 14 weeks), available at the time of birth/placement of the Child. o Non-primary carer paid leave increased by 1 week (total 2 weeks) – 70.7 (amended) b. Full time and part time employees (including fixed term) can access parental leave after 6 months of continuous service – 70.2(d) (amended). c. Inserted process to ascertain true value of a week for purposes of paid parental leave if hours impacted as a result of pregnancy – 70.7(c) (new). d. Insert NES provisions around hospitalised children, stillbirths and flexible unpaid parental leave – largely in 70.5, 70.6, 70.8(f) and 70.17(g), but also elsewhere in the clause (new). e. Insert process to address pregnant employee's concerns about exposure to ionising radiation – 70.16(g) (new). 	<ol style="list-style-type: none"> a. Align with PSP – People-centric. b. Align with PSP – Promote Gender Equity. c. Ensure employees are not disadvantaged by changes to their contract that were required because of pregnancy. d. Ensures compliance with legislative obligations (NES). e. Improved flexibility and safety.
71	Breastfeeding	Change to gender neutral language – 71.1 (amended).	Align with PSP – People-centric.
72	Long Service Leave	<p>Please Note: the Long Service Leave clause has been completely redrafted, though some of the entitlements have not changed.</p> <ol style="list-style-type: none"> a. Pro-rata access to Long Service Leave after 7 years of continuous service gradually implemented as follows: <ul style="list-style-type: none"> • from 1 July 2021, access at 9 years' service. 	Improving alignment with the <i>Long Service Leave Act 2018</i> (Vic) and ensuring compliance.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> • from 1 July 2022, access at 8 years' service. • from 1 July 2023, access at 7 years' service. <p>b. Periods of unpaid parental leave and leave for illness or injury (plus first 52 weeks for other types of unpaid leave) to count as service for the purposes of long service leave.</p> <p>c. Long service leave may be taken in periods of one (1) day where administratively possible.</p> <p>d. Amend other Long Service Leave provisions to provide comprehensive and consistent Long Service Leave entitlements, including clearly outlining the Long Service Leave entitlement of casual employees.</p>	
73	Blood Donor's Leave	No changes proposed.	
74	Leave to Engage in Voluntary Emergency Management Activities	New paid leave to engage in Voluntary Emergency Management activities or training – up to 2 weeks per year (reference to “up to” does not confer discretion on the employer to provide less), subject to operational requirements.	Align with PSP – Responsive to the community.
75	Ceremonial Leave	No changes proposed.	
76	Jury Service	No changes proposed.	
76A (NEW)	Absence on Defence Leave	Top up payment for full time and part time employees – applicable where employees are absent on defence service in which they will be entitled to reimbursement from the employer of the difference between their salary and the amount paid by the Australian Defence Force.	Align with PSP – Responsive to the community.
77 (NEW)	Special Disaster Leave	Up to 3 days paid special disaster leave (reference to “up to” does not confer discretion on the employer to provide less) in certain circumstances.	Align with PSP – Responsive to the community.
78 (NEW)	Gender Transition Leave	Up to 4 weeks (20 days) paid gender transition leave (reference to “up to” does not confer discretion on the employer to provide less) for gender affirmation procedures. Up to 48 weeks unpaid leave.	Align with PSP – People Centric
PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT			
79	Professional Development (PD) Leave	a. Consolidation of professional development conference/seminar leave so that 7 days paid leave is cumulative over 2 calendar years and requests to take leave can only be rejected in exceptional	a. Improve clarity of entitlements and support development of skills and capability of workforce.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<p>circumstances, save that where an application is made less than 6 weeks prior to the proposed date, the employer will not unreasonably withhold approval – 79.3, 79.5 and 79.7(a) (amended).</p> <ul style="list-style-type: none"> b. Definition of what PD is and the activities/modes of delivery – 79.1 and 79.2 (new). c. Detailed application process and how PD leave is paid – 79.4 and 79.3 (new). d. PD can be taken for activities relevant to the employee's current position or job, or another position or job that would be covered by the Proposed Agreement – 79.2 (new). e. PD occurring on a day the employee would not otherwise work applies equally to full-timers and part-timers – 79.8 (amended). f. Instead of TIL, by mutual agreement, payment can be made for the PD – 79.8(c) (new). g. Mandatory training cannot be deducted from employee's PD leave - employee must make application for there to be a deduction – 79.6(c) (new). h. Once professional development leave has been granted by the employer it will only be revoked by mutual agreement which may be at the request of the employee, save that the employer will not unreasonably refuse a request by an employee to revoke the granting of leave – 79.7(d) (new). i. Clear wording that any mandatory training/education must occur in paid time – 79.10 (a) (new). 	<ul style="list-style-type: none"> b. Improve clarity of entitlements. c. Increase efficiency and reduce disputation. d. Align with PSP – Increase workforce mobility. e. Improved entitlement for part-time employees. f. Improve flexibility for employees and employers. g. To improve compliance and reduce disputation. h. To improve compliance and reduce disputation. i. To improve compliance and reduce disputation.
80	Study Leave	<ul style="list-style-type: none"> a. Delete 'Leave pursuant to this clause 78 does not accumulate from year to year'. b. Amendment to ensure study leave application includes details of the course and institution and details of the relevance of the course to the employee's profession – 80.2(b) (amended). c. Once study leave has been granted by the employer it will not be revoked unless mutually agreed which may be at the request of the employee, save that the employer will not unreasonably refuse a request by an employee to revoke the granting of leave – 80.3(d) (new). 	<ul style="list-style-type: none"> a. Removal of redundant/ambiguous clause (there is no set amount of leave, the amount is agreed between the employer and employee therefore it cannot accrue). b. Improve efficiency. c. Improve flexibility for employees.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
81	Examination Leave	Delete 'qualified' and 'higher' - entitlement available to all employees to attend examinations necessary to obtain qualifications relevant to classifications in the Proposed Agreement – 81.1 (amended).	Support development of skills and capability of workforce.
DELETED	Conference/Seminar Leave	Merged with clause 77 – Professional Development Leave.	Improve clarity of entitlements and support development of skills and capability of workforce.
82	In-Service Education and Training – Royal Children’s Hospital and Royal Women’s Hospital	No changes proposed.	
PART I – UNION MATTERS AND BEST PRACTICE EMPLOYMENT COMMITMENT			
83	Union Matters	<ul style="list-style-type: none"> a. Outline an employee may be represented by the Union for any process under the Proposed Agreement – 83.1 (amended). b. Deletion of subclause that requires the union consult with their members over electronic noticeboards – old 80.1(d)(ii) (deleted). c. Improvements to Union training process: employer will notify employee in writing whether leave will be granted within seven (7) days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant – 83.1(h)(iv) (amended). d. Once leave has been granted by the employer it will only be revoked by mutual agreement which may be at the request of the employee, save that the employer will not unreasonably refuse a request by an employee to revoke the granting of leave – 83.1(h)(vi) (new). e. Re-introduce local workplace implementation committees (WIC), including specific provisions for new employers – 83.2 (new). 	<ul style="list-style-type: none"> a. Align with PSP – People Centric. b. Removal of redundant clause. c. Improve transparency, flexibility and efficiency. d. Improve flexibility for employees. e. Process to assist with local implementation of the Proposed Agreement.
DELETED	Implementation of Agreement	Merged with subclause 83.2 as part of the WIC.	Drafting simplification.
84 (NEW)	Best Practice Employment Commitment and Classification Review	<ul style="list-style-type: none"> a. Replaced the SDPPWG clause in the 2016-2020 Agreement with 'Best Practice Employment Commitment and Classification Review' clause requiring meetings between parties during life of the Proposed Agreement. Specific tasks include: <ul style="list-style-type: none"> o Review AHP 1 management structure and Sonography structure. o Review AHP 2 structures. 	<ul style="list-style-type: none"> a. Comply with Victorian Government Wages Policy & EB Framework. b. Give effect to MOU between DH and VAHPA. c. Give effect to MOU between DH and VAHPA.



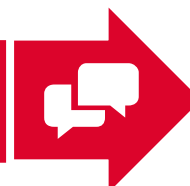
CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> o Develop Pastoral Carer and Diversional Therapist classifications. o Review meal breaks for employees rostered for shift duty o Develop workforce survey (re contractors) o Discuss arrangements for building increased relief staff size - 84.1. to 84.3 (new) b. Inserted provisions around the Allied Health Professionals Research and Practice Centre (however titled) to undertake a review of specific classifications and rates of pay – 84.4 (new). c. From 7 July 2022, Social Worker employees/positions not to be restructured to a classification that are not Social Worker classifications 84.4(d) (new). 	
PART J – CLASSIFICATION AND STAFFING			
85	Classification Definitions and Wages	<ul style="list-style-type: none"> a. Insertion of amended definition of experience and examples of how this operates – 85.3 and 85.12(a) (amended). b. Entry points for AHP1s with the relevant qualifications listed are one pay point lower. No reduction in wage rate – 85.5 (amended). c. Include reference to Level/Class to the ‘overlapping pay points between grades’ clause – 85.8 (amended). d. Include reference to AHM Grade 3 Year 3B - 85.9 (new). e. Insert new classification of ‘AHP1 Intern – 4 year degree’ – 85.10(b) (new). f. Insert clause outlining the changes to the classification structure – 85.11 (new) 	<ul style="list-style-type: none"> a. Clarification to reduce disputation. b. Administrative amendment only - AHP1 Grade 1 Year 1 will be abolished upon commencement of the Proposed Agreement. c. Reflects status quo. d. Updated in line with amended wage rate. e. FWC approval requirement (BOOT). f. Reflect settlement outcome.
86	Classification and Reclassification	Minor drafting changes only.	No impact
87	Allied Health Manager Structure	Minor drafting changes only.	No impact
88	Trainee Supervision	No changes proposed.	
89	Supervision and Management	<ul style="list-style-type: none"> a. Insert definition of clinical supervision – 89.1(b) (new). b. Grade/Level/Class 1 and 2 employees to receive clinical supervision from a Grade/Level/Class 3 or above in the same profession where this resource is available (including where it currently happens) – 89.2 and 89.3 (new). c. Allied Health Professionals Research and Practice Centre (however titled) to review, advise and assist the employers with implementing 	Provide appropriate professional oversight and support of Allied Health services.



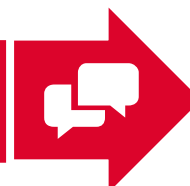
CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<p>such clinical supervision for Grade 1 and 2 employees where that resource doesn't currently exist (including through networks across health services) – 89.3(a)(iii) (new).</p> <p>d. Where an employer does not have the resources to ensure Grade 1 and Grade 2s are clinically supervised by someone Grade 3 or above in their profession, they must ensure they receive supervision by a qualified and clinically appropriate Allied Health Professional – 89.3(b) (new).</p> <p>e. Overarching principle that Grade 3 to receive clinical supervision from an Allied Health Professional or in the case of Grade 4 and above performing clinical work, an Allied Health Professional or a Doctor of Medicine – 89.4 (new).</p> <p>f. Requirement that the Director/Deputy Director of Allied Health (however titled) be an Allied Health Professional – 89.5(b) (new).</p> <p>g. Existing AH Director/Deputy Director positions to be maintained and where funding is provided for new AH Director/ Deputy Director positions, these are also to be maintained during the life of the Proposed Agreement – 89.5(c) (new).</p>	
90	Workload Allocation and Safe Staffing	<p>a. Requirement that an employee's work allocation does not require them to work routinely beyond their ordinary hours of work – 90.2 (new).</p> <p>b. An employee's work allocation, including any targets or Key Performance Indicators (KPIs), to be provided in writing – 90.4(c) (new).</p> <p>c. Provisions around workload consultation and review, which can be requested by employee/s and/or the Union, and any resulting changes to workload due to the review - 90.6(a) to (c) (new).</p> <p>d. Provisions around workload disputes – 90.6(e) (new).</p>	Amendments to assist in management of employee's workload.
90A (NEW)	Safe Rostering and Fatigue	<p>a. Existing subclause 89.7 moved to standalone clause.</p> <p>b. Insert references to OHS and taking annual leave – 90A.2 and 90A.3 (new).</p>	<p>a. Drafting preference.</p> <p>b. Improve fatigue management.</p>
91	Backfill	<p>a. Insert strengthened two-step backfill process:</p> <ul style="list-style-type: none"> o backfill to be provided at the same classification and time fraction. o Where this is not possible, higher duties can be utilised like for like. 	<p>a. Align with PSP – Deliver service efficiencies.</p> <p>b. Improve transparency.</p> <p>c. Ensures absences of this kind are also backfilled.</p> <p>d. Align with PSP – Deliver service efficiencies.</p>



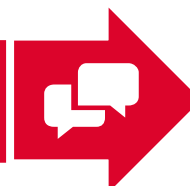
CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> o Employer can take additional measures to manage workload/prioritise work if like for like backfill not available - 91.2(a) and 91.3 (amended). b. On the request of the Union, the employer will provide a written record of its attempts to replace absences as required under the Backfill clause – 91.7(c) (new). c. Absence includes absence caused by resignation or termination or absence due to employee being on secondment – 91.2(b) (amended). d. Insert provisions around backfilling absences of less than two weeks – 91.4(b) (new). e. Other provisions regarding relevant information provided to the WIC or Union and staffing and banks requiring consultation with affected employees and union where they are unable to backfill on a regular basis (and take steps to address the issue where appropriate – 91.7(a) and (b) and 91.8 (new). 	e. Align with PSP – Deliver service efficiencies.
92	Advertising Vacancies	No changes proposed.	
93	Replacement Positions	Update list of employers to reflect name changes/amalgamations.	Administrative amendment only.
DELETED	Reserved Matters	Clause deleted.	Removal of redundant clause (Health Promotion classification has been inserted into the Proposed Agreement).
94	Contractors and Labour Hire (new)	Clause that addresses the use of contractors and labour hire, including giving preference to engaging people as employees, and requires the BPECC to develop a survey for employer response.	Align with PSP – Reduce Labour Hire.
PART K – WORKPLACE RIGHTS			
DELETED	Prevention and Management of Workplace Bullying	Replaced by new Part L – Occupational Health & Safety.	Removal of redundant clause (subject matter dealt with elsewhere).
95	Working from Home	<ul style="list-style-type: none"> a. Expanded to all employees. b. Employer must have a working from home policy which provides a genuine opportunity for employees to work from home having regard for the circumstances – 95.1 (new). 	Align with PSP – Ensure access to flexible working arrangements.



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		c. Where an employee makes a request to work from home in accordance with the policy, such a request will not be unreasonably refused by the employer – 95.3 (new).	
96	Flexible Working Arrangements	a. Clarify dispute resolution procedure applies to refusals on reasonable business grounds – 96.12 (amended). b. Improved process to end flexible working arrangements - by agreement that must not be unreasonably withheld by the employer – 96.14 (new).	a. Reflects status quo. b. Align with PSP – Ensure access to flexible working arrangements.
PART L – OCCUPATIONAL HEALTH AND SAFETY (NEW)			
97 – 106 (NEW)	Multiple new clauses below: <ul style="list-style-type: none"> • OHS Preliminary (clause 97); • Industry OHS Working Group (clause 98); • OHS Risk Management (clause 99); • Incident Reporting, Investigation and Prevention (clause 100); • Designated work groups (clause101); • HSRs (clause102); • Occupational Violence and Aggression Prevention and Management (clause 103); 	a. Clause outlining relevant preliminary information regarding new part of the Proposed Agreement including relationship to the legislation – 97 (new). b. Clause requiring the creation of an OHS industry working group – 98 (new). c. Clause requiring a pro-active approach to prevent and manage workplace injuries – 99 (new). d. Clause to facilitate timely incident reporting, investigation, and prevention of workplace injuries – 100 (new). e. Clause providing for the establishment of designated work groups – 101 (new). f. Clause dealing with the election, training and facilities for Health and Safety Representatives (HSRs) – 102 (new). g. Clause dealing with occupational violence and aggression prevention management and reporting – 103 (new). h. Clause dealing with worker’s compensation, rehabilitation and return to work – 104 (new). i. Clause dealing with training/orientation and issue resolution procedures/escalation on Home Visits, including when an employee can cease seeing an individual client / customer / patient, leave a location/environment or not perform work due to their safety – 105 (new). j. Clause dealing with the employer providing appropriate amenities (including requirement to provide secure personal storage within 2 years of the Proposed Agreement’s operational date), including the requirement for employer to provide relevant information to Union and affected employees – 106 (new).	Promotes appropriate OHS standards in alignment with Victorian OHS legislation.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
	<ul style="list-style-type: none"> Workers' Compensation, Rehabilitation and Return to Work (clause 104); Home Visit Safety (clause 105); and Facilities (clause 106). 		
SCHEDULES/APPENDIXES			
Appendix 1	List of Employers	List of employers to be updated to reflect name changes/amalgamation and two additional employers: <ul style="list-style-type: none"> Boort District Health; and Cohuna District Hospital 	Administrative amendment only.
Appendix 2	Wage Rates	<ol style="list-style-type: none"> New wage rates to reflect agreed increases. AHP1 - Remove Grade 1 Year 1 pay point. AHP1 - Remove Grade 1 Year 7 pay point. AHP1 - Radiation Therapist only – Remove Grade 2, Year 1. Miscellaneous wage increases to reduce the likelihood of undertakings required to be given to the FWC – some rates of pay have had additional minor increases applied to them above the Award wage. This includes the new Community Development Worker Class 2AB that has been included for this purpose (refer to Appendix 4). They are included Appendix 2 of the Proposed Agreement with an asterisk symbol. 	<ol style="list-style-type: none"> Alignment with Victorian Government Wages Policy. Modernise wage structure – pay point has limited use due to the change in education for Allied Health professionals. Modernise wage structure - to address the relativity anomaly with the Grade 2 Year 2 wage rate. Consistency with other AHP1 professions. FWC approval requirement (BOOT).
Appendix 2 PART B (NEW)	AHP1 – Grade 1 Years 1 and 7 Abolition	Insert transitional arrangements to give effect to the abolition of AHP1 Grade 1 Years 1 and 7.	Administrative inclusion to reflect change dealt with elsewhere.
Appendix 2 PART C (NEW)	Dental Prosthetists – Translation Arrangements	Insert transitional arrangements to give effect to Dental Prosthetists transferring to AHP1 classification structure from commencement of the Proposed Agreement.	Administrative inclusion to reflect change dealt with elsewhere.
Appendix 3 PART A	Allowances	<ol style="list-style-type: none"> New allowance rates to reflect agreed increases, new allowances (Lead Apron & Change of Roster) and deleted allowances (Permanent Night Shift & Sleepover). 	<ol style="list-style-type: none"> Alignment with Victorian Government Wages Policy. Administrative Amendment Only. FWC approval requirement (BOOT).



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> b. Amendments to allowance structure – change some allowances so they are no longer a percentage of a wage rate as a result of Grade 1 Year 1 pay point removal. c. Some allowances (mostly the AHP2 professions) have also been adjusted for BOOT test purposes and will depend on the type of shift and/or length of shift undertaken by the relevant employees. 	
Appendix 3 PART B (NEW)	Top of Band Payments	Insert schedule of full time employee Top of Band Payments for each profession as per new clause 28B.	Administrative inclusion to reflect change dealt with elsewhere.
Appendix 4	Classification definitions	<ul style="list-style-type: none"> a. Inclusion of Dental Prosthetist and Health Promotion Officer in AHP1 Professions from commencement of the Proposed Agreement (relevant changes made to structure to do so). b. Amendment of descriptors for Grade 1 and Grade 2 AHP1's, including: <ul style="list-style-type: none"> o restrictions on Grade 1s performing certain duties such as not supervising and training students, performing on-call and doing night duty. o Grade 2s cannot teach students in accordance with agreed definition c. Introduce Capability Progression between AHP1 Grade 1, Year 5 to Grade 2, Year 1 (including Radiation Therapy Technologist), outlining the circumstance in which an employee does not progress to Grade 2. d. Clarification that references to 'normally have at least X years of experience' is not a threshold requirement for appointment at specific Grades. e. Various other amendments such as classification titles, entry requirements and descriptors, including: <ul style="list-style-type: none"> o removal of reference to specific qualifications for Medical Imaging Technologist (Radiographer), Nuclear Medicine Technologist, Radiation Therapy Technologist (Radiation Therapist) and Sonographer. o Amendments to Radiation Therapy Technologist (Radiation Therapist) Grade 2 and Grade 3 descriptors, including in relation to being 'in-charge of a Treatment Unit'. o Removal of reference to 'Echocardiography' in relation to Cardiac Technologist (Cardiac Physiologist) specific special knowledge or depth of experience examples. 	<ul style="list-style-type: none"> a. Reflects the fact that Dental Prosthetists are an AHPRA registered profession and health promotion structure was a reserved matter in the Current Agreement that required it be dealt with in the Proposed Agreement b. Align with PSP – Build Skills and Capability. c. Improve workforce mobility/career progression. d. Administrative amendment only. e. Modernise classification descriptors & BOOT test requirements.



CLAUSE NUMBER	CLAUSE TITLE	SUMMARY OF PROPOSED AMENDMENT AND EFFECT	RATIONALE AND EFFECT
		<ul style="list-style-type: none"> ○ Updating attributes listed for community under Community Development Work. ○ Introduction of Community Development Worker Class 2AB for those who translate to Award Health Professional Employee Level 2 	
Appendix 4 Schedule 5	Award Health Professional Level 2 & 3	Insertion of Award Health Professional Employee Level 2 related to Community Development Worker Class 2AB as outlined earlier.	BOOT test requirements.
Appendix 5	Letter of Offer	Amendments to match relevant part-time clause.	Administrative amendment.
Appendix 6	Certificate of Service	Amendments to match relevant long service leave clause.	Administrative amendment.