

2025 Public Sector Log of Claims

WITHOUT PREJUDICE

The following claims are made by the Medical Scientists Association of Victoria (**MSAV**), the Victorian Psychologists Association (**VPA**), the Association of Hospital Pharmacists (**AHP**) and the Health Services Union Victoria No. 4 Branch (**HSU**) on behalf of members covered by the *Medical Scientists, Pharmacists and Psychologists Victorian Public Sector (Single Interest Employers) Enterprise Agreement 2021-2025.*

The HSU, MSAV, VPA and AHP reserve the right to add to, amend or withdraw any of these claims over the course of bargaining.

Part A - Gender Equity Wage Increase

The Fair Work Commission has embarked on a comprehensive work value assessment of classifications within the Health Professionals and Support Services (HPSS) Award and a project to identify any other indicia of historic gender-based undervaluation. It is our expectation that as a result of this work, the rates of pay in the HPSS Award will increase. The Union has made a claim for between 23% and 36%.

It is important to our members that the relativities in the Agreement compared with the HPSS Award are maintained.

Hearings in the Commission were held between 11 and 20 December 2024. We anticipate that the Commission will make a determination some time in April 2024.

As part of these negotiations, we make the following wage claim:

Wage increase: Work value uplift for all classifications in the Agreement in line
with any Fair Work Commission Decision related to gender equity, to maintain
the relativities in the Agreement compared with the Health Professionals and
Support Services Award.

Part B - Wage increases, rates and allowances

Wages

- In addition to the wage increase claimed in Part A, claim 1 above, Annual Increases of 5% per annum for all pay points effective from 1 December 2025
- 3. Uplift rates of pay that overlap in the Agreement.



4. **Review of professional rates** across comparator states and appropriate adjustments, for equality, made to all classifications where Victorian rates are lower

Superannuation

- 5. Increase Employer contribution to 15%
- 6. Employer contribution to be payable on all earnings inc. ordinary pay, overtime, recall, Workcover and accident pay, and on all entitlements paid out upon termination of employment
- 7. Superannuation to be paid at full-time rate for first 52 weeks of reduced hours due to flexible work or part-time work Agreement upon return from parental leave
- 8. Employer contribution to be paid on all forms of leave including unpaid leave.
- 9. Superannuation to be deposited fortnightly on with normal pay cycle.

Allowances

- 10. All salary based allowances to be increased in line with annual wage increases unless specified otherwise
- 11. **Higher Qualifications Allowances** to be increased by 90% over the life of the Agreement
- 12. Uplift to **Morning shift allowances** of 20%
- 13. Uplift to **Night Shift allowances** from the commencement of the Agreement by the following amounts:
 - a. 12.5% for Monday -Thursday,
 - b. 25% Friday-Saturday,
 - c. 70% for Sunday,

with subsequent increases thereafter in line with wage rises over the life of the Agreement

- 14. Uplift to **On-call allowances** to be increased on commencement of the new Agreement for each period of 12 hours or part thereof to:
 - a. \$90 for weekdays,
 - b. \$149.25 for weekends,
 - c. \$174.15 for public holidays and
 - d. \$248.75 for weekend public holidays

with subsequent increases thereafter in line with wage rises over the life of the Agreement



- 15. **Recall** payment for all periods of recall to be at double time or public holiday rate as applicable
- 16. All Public Holiday work to be paid at a rate of 250%
- 17. **Higher Duties Allowance** to be payable for single days
- 18. **Higher Duties Allowance** compensation increased for workers paid at top of band
- 19. **Regional / Rural Local Bonus** paid \$15,000 to support the recruitment and retention of health professionals in our Agreement to regional locations.
- 20. **Living away from home allowances** in addition to any applicable allowances payable for travel, meals, accommodation and incidentals, an allowance of \$200 to be paid for any period of two consecutive nights spent away from home for the purpose of work.
- 21. Lead apron allowance of \$10 per shift
- 22. **Pay meal allowances** in line with prescribed amounts in Schedule 2 when a worker performs overtime work
- 23. **Home campus allowance** of 2.5% of the base rate per shift when required for purpose of a requirement for an Employee to work at a health service campus other than their home campus. As a part of this, all Employees shall have a designated home campus.

Part C - Classifications

- Insert new process for all Employees to apply for reclassification to G3, G4 or G5 based upon application of clinical skills
- 2. In addition to Psychology Clinical Educators, the creation of 300 Grade 4 Clinical Educator positions numbers and locations by profession to be determined
- 3. **Update list of Higher Qualifications** for all classifications and include relevant management qualifications
- 4. **Higher Duties Automatic reclassification** to higher classification when acting in a position for 9 months (some exceptions considered such as parental leave)
- 5. No split grades for any classifications
- 6. Operational positions to be advertised as G1/G2 (G2 / G3 for Psychologists)
- 7. No team leader responsibilities below Grade 3 (Grade 4 for Psychologists)
- 8. **Creation of Executive Director** positions for all covered classifications for merged or networked health services.
- 9. **Review of classification descriptors** to ensure that they provide for all professions to undertake project work outside of their core duties when the



purpose for working on the project is to utilize their professional skills and expertise.

- 10. **Progression arrangements from G1 G2** after completion of final year of grade 1 for Dietitians, Pharmacists and Audiologists in line with Scientist/Psychologist advancement
- 11. **Review of Pharmacy classification structure and descriptors** to ensure that there are skills based clinical pathways to Grade 3 and Grade 4 reflecting the complexity and scope of practice of modern pharmacy
- 12. **Review of Dietetic classification structure and descriptors** to ensure that there are skills based clinical pathways to Grade 3 and Grade 4.
- 13. **Review Dietetic classification structure and descriptors** to include functions such as food services
- 14. **Review of Genetic Counsellor classifications and descriptors** to align with HGSA policies while reflecting existing roles and responsibilities
- 15. **Review of Audiology classification structure and descriptors** to ensure that there are skills based clinical pathways to Grade 3 and Grade 4
- 16. **Creation of Director level classifications** for Dietitians, Genetic Counsellors and Audiologists
- 17. Update classification descriptions for Psychologists, Dietitians and Audiologists to include Chief Allied Health Officer, Director of Allied Health and Deputy Director of Allied Health

Part D - Workforce Management

Workloads

- Review existing Workload Clause to tighten the relationship between workload requirements and number of Employees in the workplace (see discipline specific claims below)
- 2. Include requirement into the workload clause that Employers must have regard to Employees skills, abilities, capacity, experience, and any appropriate clinical guidelines for the profession and/or specialisation of the Employee.

Fixed term employment

3. Employees must not be offered successive fixed-term contracts. If the work is still required to be performed, an Employee working on a fixed-term contract must be offered permanent employment.



4. Insert a requirement that routine government funding arrangements are not a reason that justifies the use of a fixed term contract (delete clause 26.1 (e) (iii) and (iv)).

Redeployment, Redundancy and associated matters

- Align secondment and temporary transfer arrangements with existing VPS provisions
- 6. Redundancy /redeployment align existing redeployment arrangements (including unattachment) with VPS arrangements
- 7. Remove cap on personal leave when transferring between services
- 8. Recognition of previous service interstate in public health for all purposes
- 9. Previous Private health experience for purposes of classification / year level
- 10. No outsourcing of positions
- 11. No compulsory redundancies

Backfill

- 12. **Mandate backfilling of all operational positions** with a requirement to advise union / workers of backfill arrangements for planned leave in advance of leave occurring
- 13. **Appoint 'leave cover' positions** to be mandated at % EFT for workforce e.g. 0.15 EFT for every 1.0 EFT
- 14. Where an Employer has not backfilled a planned absence, including where a suitable Employee for backfill was not available, the Employer will notify the Union for the purposes of discussing prioritised work arrangements
- 15. Where a position has become vacant, and after 30 days of vacancy has not been advertised, the Employer shall notify the Union and discuss any backfill and/or work prioritisation arrangements
- 16. Advertising of vacancies to occur within one week of vacancy occurring unless the union and affected Employees are presented with a Change Impact Statement. If this does not occur, the Employer is obligated to advertise for the position vacated at the same time fraction immediately.
- 17. **Backfill allowance** paid when a position is not backfilled, all workers in that workplace will be paid at overtime rates until the position is filled
- 18. **Additional hours** mandate offering of additional hours to part-time Employees in first instance.
- 19. No external advertising where suitable internal candidates exist for vacancies

Part E - Hours of work, rosters, breaks



- 1. Inclusion of a Right to Disconnect clause
- 2. Pay overtime to part-time workers after contracted hours
- 3. Remove emergency /sickness exemptions for Change of Roster allowance
- 4. Include a definition of a day to be 24 hours starting at midnight
- 5. A part-time Employee may participate in but not be required to participate in On-Call rosters
- 6. Employees to provided with a designated home campus
- 7. **Meal breaks** provision of paid time meal breaks in rostered environments where Employees regularly work through meal breaks
- 8. **Employees to automatically be paid** for any untaken meal break due to workload or any other operational considerations
- 9. Review of shift cycles to ensure healthier workplaces
- 10. **Recall entitlements** triggered where an Employee is required to work more than 90 minutes past their rostered shift completion
- 11. Clause 86 (c). to also apply in the circumstance of overtime
- 12. Administrative change Update Schedule 15 roster protocol exemption

Flexible work

- 13. **Improve access to flexible work** Insert a *presumption* that flexible working arrangements will be accepted.
 - a. Only in the event of genuine, unacceptably high operational impact that cannot reasonably be overcome, shall the Employer, instead of accepting the request, seek to enter into a negotiation around the request.
 - b. Rejection of such a request should be rare and limited to genuinely exceptional circumstances
- 14. Reproductive health and wellbeing matters constitute a basis for making a flexible working arrangements request
- 15. **Improved access to flexible work** particularly for new parents, including a default positive position for flexible work applications
- 16. Removal of any ability by Employers to link approval of a flexible work application with a requirement for night shift and on-call participation
- 17. **Night shift exclusions** (including from on-call) by right for over 55s, Employees with relevant medical conditions or caring responsibilities
- 18. **Right to work from home -** Insert a work from home/hybrid model of work entitlement into the Agreement



Part F - Professional Development

- 1. Budget per Worker \$10,000 allocation per worker per year bankable for up to 2 years for the purpose of funding Professional Development expenses and relevant study (including but not limited to travel expenses).
- 2. Professional Development Allocation can be used for reimbursement of professional registration and professional association membership expenses
- 3. Extend existing entitlement for clinical supervisor training and paid time release to all classifications
- 4. Increase Professional Development Leave to 10 days which includes leave for registration purposes. Pro rata not to apply to Professional Development leave or reimbursement of expenses.
- 5. New clinical supervision entitlement for Pharmacists, Dietitians, Audiologists and Genetic Counsellors (as appropriate for the classification).
- 6. All presentations / preparations to be on paid time or Time In Lieu.
- 7. Insert updated process provision to reimburse professional development expenses, including reimburse expenses within 14 days of money being spent which may occur before attendance at Professional Development.
- 8. Internal core/mandatory education and training must be compensated with paid time and will not be deducted from professional development leave allowance.
- Expand study leave to non-tertiary study provisions (e.g. relevant TAFE
 Certificates, practice endorsements, accreditation by professional associations etc.)
- 10. Time release to be granted for guest lecturing and demonstrating in courses related to work
- 11. Employer to pay legitimate work related expenses including Working With Children's Checks, Police Checks etc.
- 12. Provision of amenities for Pharmacists in line with Psychologists

Part G - Leave Entitlements

Personal Leave

- Personal and carers leave evidentiary requirements delegation to be changed from Employer to Manager
- 2. Default position that evidence, for personal and carer's leave, will not be required unless the Manager has a reasonable basis to suspect that the entitlement being misused



- 3. Extend carer's leave to care or support for "a person of significance to the Employee", including a foster child, or for a pet or animal for whom the Employee is responsible
- 4. Chronic illness management where an Employee has a chronic illness, or a life-threatening illness that requires significant time off work for treatment or recovery, and their paid personal leave balance is insufficient, the Employer may, at its discretion, allow additional paid personal leave to facilitate dealing with the illness
- 5. Infectious diseases leave Where a medical practitioner certifies that an Employee has contracted a notifiable illness as a direct result of exposure to a prescribed infectious disease during the course of their duties, the Employee may be granted paid leave of up to 3 months without deduction from personal leave
- 6. Portability of personal leave between Victorian public health services and the VPS
- 7. Recognition of prior service in other Australian health systems for the purposes of personal leave balances and long service leave accrual date

Reproductive Health Leave

- 8. 12 days of paid leave per year for reproductive health matters for all employees
- Include reproductive health and wellbeing as a reason for accessing flexible work arrangements
- 10. Clarify that if reproductive leave is exhausted, personal leave can be used for reproductive health reasons

Long Service Leave

- 11. Payment of Long Service Leave to calculate weekly hours as per the methodology within the *Long Service Leave Act 2018 (Vic)* higher of current ordinary hours, average of last 12 months, or 5 years
- 12. Capacity to take long service leave at half pay
- 13. Flexibility in porting/aggregating service and access to long service leave between health services (more portability / flexibility)
- 14. Ability to take personal leave during periods of LSL as appropriate
- 15. Long Service Leave to be exclusive of public holidays
- 16. Full-time employees to continue to accumulate ADOs whilst on Long Service Leave
- 17. Recognised prior service to include public health services in other states or territories of Australia



12. Transfer of balance between health services to be available for any length of service

Parental Leave

- 13. Paid Parental leave increase to 16 weeks able to be taken by either or both partners and taken at any time in a 12 month period.
- 14. Remove service requirement for eligibility
- 15. Remove delineation between primary and secondary carer.
- 16. Paid birthing leave for people who do not assume primary care of the child (example surrogate and adopting arrangements).
- 17. Review wording of eligibility to be more inclusive of different family structures.
- 18. Introduction of grandparent leave of 4 weeks
- 19. Full-time Employees to continue to accumulate ADOs whilst on paid parental leave
- 20. Paid parental leave to be exclusive of public holidays
- 21. Allow for increased access to unpaid parental leave for periods up to 4 years

Cultural and Ceremonial Leave

- 22. **5 days' paid Cultural and Ceremonial Leave** per annum for ceremonial or cultural activities, including participation in NAIDOC week
- 23. In addition to the Agreement's other provisions, 2 days paid Cultural and Ceremonial Leave per annum for First Nations Employees for Sorry Business

Other Leave

- 24. Leave without pay for up to 2 years to participate in humanitarian work with continuous service maintained.
- 25. **Compassionate leave** –increase from 4 days to 7 days on each occasion. Remove cap on use of personal leave.
- 26. Compassionate leave Remove any reference to only in Australia.

Part H - Medical Scientists

- 1. Add Grade 2 Year 5 Pay Point for Medical Scientists
- 2. Creation of 100 Scientist Registrar positions per year at the Grade 1 level
- 3. Review Principal Scientist descriptor and update for non-pathology disciplines



- 4. Review classification structure for appropriate coverage in light of networked pathology service provision including reviewing the Operations Manager / Scientist Director structure.
- 5. **Grade 1 to 2 progression** Scientists may apply and progress any time within their seventh year
- 6. **Sole Scientist allowance** of \$60 per shift when working as the sole scientist in a discipline/laboratory on shift
- 7. Update and review list of Principal Scientist positions in Schedule 3
- 8. **Cut-up Allowance** an allowance of \$33 to be paid for Scientists working in Histopathology working on Cut Up for periods of four hours or less or \$67 when working in Cut Up for more than four hours. This allowance to be increased annually in line with salary based allowances
- 9. Multi/Cross-skilling allowance for Scientists performing work across multiple Labs and in the Core Lab.
- 10. Review classification descriptions, the specific weighting factors formula and the need for Principal Scientists, Grade 4 and Grade 3 scientists. Update sections to ensure appropriate inclusions appropriate (including special coagulation for example)

Part I - Psychologists

- Appoint a minimum of 300 ongoing psychology registrar positions over the life of the Agreement (200 in mental health and 100 general health)
 - a. Allocation to be determined in bargaining and documented in the Agreement
- 2. Psychology Clinical Educators will be appointed at each health service at the following rate:
 - a. No less than the EFT secured in the 2022 Agreement;
 - b. 1 Grade 5 for every named Health Service; plus
 - c. 1 Grade 4 Clinical Educator for every 20 Psychologists or part thereof
 - d. Update EFT provided for Mercy Health 1 Grade 5, 2 Grade 4 EFT
 - e. Allocation to be determined in bargaining and documented in the Agreement
- 3. Appoint a minimum of 15 ongoing Psychology Clinician Researcher positions at identified Health Services
- 4. Changes to be made to the Psychologist Grade 3 classification for Mental Health
- 5. Clinical governance require that Psychologists must clinically report to Psychologists in identified Health Services



- 6. Psychology Registrars will not be appointed to generic case management roles / be required to perform generic case management work
- 7. Update classification for Director of Psychology Grade 6 for all Health Services
- 8. Update classification description for Grade 6
- 9. Update classification descriptions for Psychologists, Dietitians and Audiologists to include Chief Allied Health Officer, Director of Allied Health and Deputy Director of Allied Health.
- 10. Professional Development allocation not sued by the Employee to be pooled and used for internal education and managed by the Director of Psychology and Psychology Clinical Educators
- 11. Collapse pay points 1 to 6 for Grade 1 Psychologists; Rename Grade 1 Pay point
 - 7 Pay point 1 and Grade 1 Pay point 8 Pay point 2.
- 12. Remove pro-rata for clinical supervision entitelement
- 13. Standardise the on call rate for Psychologists
- 14. Update grade 2 to 3 psychologist progression clause Any decision about classification progression processed from the date an application is submitted
- 15. A psychologist working in a triage team (ED triage clinician, phone triage clinician etc) will have access to time free from direct clinical care (0.9 to 1.0 EFT 2 days per month; 0.4 to 0.8 EFT 1 day per month)
- 16. Update Psychologist amenity arrangements
 - a. Appropriate recourses must be provided for office work (including desks and spaces for meetings)
 - b. Appropriate resources must be provided to perform clinical consultations (including appropriate meeting spaces which are confidential)
 - c. Psychologists must not work in open plan space, unless by Agreement
 - d. If appropriate space cannot be provided, psychologists will be provided the option to work from home

Part J - Pharmacists

- 1. Review Pharmacy classification descriptors to ensure there are skills based clinical pathways to Grade 3 and Grade 4 reflecting the complexity and scope of practice of modern pharmacy
- 2. Progression arrangements from Grade 1 Grade 2 after completion of final year of grade 1 in line with Scientist/Psychologist advancement
- 3. **Ratios in Pharmacies** apply updated Advanced Pharmacy Australia guidelines for Pharmacists,
- 4. Review pharmacist rates of pay to ensure market competitiveness with community pharmacy



- 5. Review Pharmacy Grouping structure
- 6. Clarify that Directors of Pharmacy may only be Pharmacists
- 7. Appoint a minimum of 0.1 EFT Clinical Education Pharmacists per Intern Pharmacist or Resident / Registrar Training Program and 1 EFT per 50 Pharmacists employed (as per AdPha recommended ratio)
- 8. Creation of an Executive Director of Pharmacy classification where a Pharmacy service is networked across multiple Employers
- 9. Pharmacy titles in the Agreement to be applied by Health Services unless agreed by workers through consultation.
- 10. Provision of amenities for Pharmacists in line with Psychologists

Part K - Dietitians

- 1. Significant review of Dietitian classification descriptors (including review of 'hospital levels', inclusion of function such as food services).
- 2. Review the Dietetic classification structure and descriptors to ensure that there are skills based clinical pathways to Grade 3 and Grade 4
- 3. Update classification descriptions to include Clinical Education
- 4. Collapse pay points 1 3 for Grade 1 Dietitian, Rename Grade 1 Pay Point 4 as Pay Point 1 and so on.
- 5. Insert Grade 4 Dietitian Clinician Researcher position classification at tertiary hospitals
- 6. Appoint a minimum of 1.0 EFT Dietitian Clinical Educators Grade 4 per 20 Dietitians or part thereof
- 7. Creation of professional supervision entitlement for Dietitians
- 8. Appoint a minimum of 15 ongoing Dietitian Clinician Researcher positions at identified Health Services
- 9. Appoint a minimum of:
 - a. 1.0 EFT Grade 3 Food Service Dietitian per 300 beds
 - b. 1.0 EFT Grade 4 Food Service Dietitian per 500 beds
- 10. Progression arrangements from Grade 1 Grade 2 after completion of final year of Grade 1 for Dietitians, Pharmacists and Audiologists in line with Scientist/Psychologist advancement
- 11. Update classification descriptions for Psychologists, Dietitians and Audiologists to include Chief Allied Health Officer, Director of Allied Health and Deputy Director of Allied Health.

Part L - Genetic Counsellors



- 1. Review of Genetic Counsellor classification structure and descriptors to align with HGSA policies while reflecting existing roles and responsibilities.
- 2. Update definitions to include a definition of HGSA (Human Genetics Society of Australia)
- 3. Professional supervision to be provided for Genetic Counsellors in line with HGSA (Human Genetics Society of Australia) policy and at the Employer's expense
- 4. Provision of time and funding for Genetic Counsellors to complete HGSA approved supervisor training
- 5. Provision of 104 hours study and examination leave for participation in HGSA certification processes
- 6. Provision of 2 days registration leave for Genetic Counsellors
- 7. Provision of amenities for Genetic Counsellors in line with Psychologists
- 8. Creation of Grade 6 Director of Genetic Counselling classification
- 9. Review of Genetic Counsellor classification descriptors to ensure alignment with current scope of practice and HGSA guidelines
- 10. Update list of Higher Qualifications for Genetic Counsellors

Part O - Clinical Perfusionists

- 1. Review Perfusionist schedules to ensure that all Perfusion services are covered by an Agreement schedule
- 2. Update schedules to ensure that all periods of on-call, recall and overtime for Perfusionists are to be paid on top of the normal weekly salary.
- 3. Creation of 15 Perfusion Registrar positions with distribution to be agreed between the parties
- 4. An additional 5 EFT of Perfusionists to deal with increased workloads resulting from new and emerging technologies with distribution to be agreed between the parties

Part P - Audiologists

- 1. Review the Audiology classification structure and descriptors to ensure that there are skills based clinical pathways to Grade 3 and Grade 4
- 2. Progression arrangements from Grade 1 Grade 2 after completion of final year of Grade 1 for Audiologists in line with Scientist/Psychologist advancement
- 3. Update classification descriptions for Audiologists to include Chief Allied Health Officer, Director of Allied Health and Deputy Director of Allied Health



- 4. New clinical supervision entitlement for Audiologists (as appropriate for the classification)
- 5. Creation of Director level classifications for Audiologists

Part Q - Medical Physicists

- Uplift of Medical Physicists rates of pay in line with New South Wages public health rates
- 2. Review and update Medical Physicist classification structure:
 - a. Update the RSO Allowance for Grade 4 Medical Physicists: Stand alone clause not dependent on physics manager grade
 - b. Update the Grade 3 classification to ensure that on completion of Certification by ACPSEM, an employee is classified a minimum of Grade 3
 - c. Update the Grade 1 and 2 classifications to reflect new training program expectations, timeframes, skills and competencies
 - d. Update the senior classifications to reflect specialties/work functions.
- 3. Change the Grade 4 annual progression steps to allow one increment per year
- 4. Insert a provision to enable payment of the Medical Physicist Sole Allowance
 - a. Reword the Medical Physics Allowance to Medical Physics Clinical Supervisor Allowance to update clause to enable two or more physicists to receive the allowance where appointed for the supervision of one or more registrars

Part R - Union Rights

- 1. Incorporate any elements from Fair Work Act, and model Award term, re delegates rights which are not already wholly provided for by clause 17
- 2. Facilitation of mass meetings, during work time, on a limited number of occasions per year per work cohort (with provisions around operational requirements, patient safety, adequate notice, etc.)
- 3. Workplace Implementation Compliance Committee data provision requirements to be strengthened
- 4. Employment rights prepared by the Union provided to workers on commencement
- 5. Creation of a statewide Health and Safety committee to address sector wide issues

Part S – Occupational Health and Safety

1. Ensure that an Employee who has sustained a workplace injury is entitled to representation, including from their Union and/or lawyer, in discussions at the



workplace level including about rehabilitation, return to work, and Worker's Compensation.

- 2. Employers to accept that Unions play a legitimate role in the establishment and maintenance of healthy and safe workplaces. Employers will, to the greatest extent possible, support and facilitate the involvement of the Union in matters relating to occupational health and safety, including those involving Worksafe.
- 3. Expand clause 36 to include access to vaccines
- 4. Whenever an Employer notifies Worksafe of a notifiable incident that affected or may have affected Employees covered by the Agreement, it will notify the Union
- 5. Whenever an Employer is the subject of an Improvement Notice or Provisional Improvement Notice under the *Occupational Health and Safety Act 2004* (Vic), and the notice is issued by or directly relevant to one or more Employees covered by the Agreement, it will notify the Union
- 6. Employers must continue to meet obligations under *Equal Opportunity Act 2010* (Vic), including around the requirement to make reasonable adjustments for an Employee with a disability, while an Employee has an injury (whether or not the injury is a workplace injury, and whether or not a claim has been made for worker's compensation)

Part T - Climate change

- 5. Parties acknowledge that climate change is an issue that has far-reaching impacts upon society, including giving rise to health and wellbeing issues for people within, and outside of, the workplace.
- 6. Parties are committed to ensuring that the risks of climate change, and the need to avoid or mitigate these risks to the greatest extent possible, are understood and considered during organisational decision-making, including when proposing organisational change.
- 7. The Employer will ensure that any Occupational Health and Safety Committees will routinely consider climate change as a standing agenda item.

Part U - Manager training and development

- 1. Recognising that management and leadership roles often require skillsets and attributes that may differ from those of purely clinical, technical or operational roles, Employers will seek to ensure that all persons who manage Employees covered by the Agreement undertake suitable management and leadership training and development and are supported to access such additional relevant opportunities through professional development entitlements if desired
- 2. This training and development should be beneficial for the manager, the Employer and Employees.



Part V - Administrative matters

- 1. Review existing Agreement for compliance with NES and Fair Work updates
- 2. All additional staffing agreed to be incorporated into the new Agreement
- 3. Staffing agreed in 2021 Agreement to be incorporated into the Agreement
- 4. Review and update all definitions
- 5. Review and update qualifications for currency
- 6. Expansion of dispute resolution provisions to include OHS matters, matters pertaining to employment contracts and the employment relationship.
- 7. Expand possibility of early referral to Fair Work Commission to include, by mutual Agreement, an individual matter and not just collective matters
- 8. Clarify that when a worker converts from ongoing to casual their entitlement personal leave remains dormant in the event they convert back to ongoing employment
- 9. Incorporate relevant provisions of Victorian Government Industrial Relations policy in relation to redundancy for clarity.
- 10. **Scope of the Agreement –** Parties adopt a principle in the Agreement, that workers in our coverage will be covered in Victorian Health Services