DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The State of Victoria (Acting through its Servant who, for the purposes of this Agreement, is the relevant public service body head in the agency in which the employee is employed)
(AG2024/2648)

VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2024

State and Territory government administration

DEPUTY PRESIDENT O'NEILL MELBOURNE, 12 AUGUST 2024

Application for approval of the Victorian Public Service Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Public Service Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the State of Victoria (acting through its servant who, for the purposes of this Agreement, is the relevant public service body head in the agency in which the employee is employed). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed by the *Victorian Public Service Award 2016* is taken to be a term of the Agreement.

[4] The Australian Nursing and Midwifery Federation (ANMF), the Community and Public Sector Union (CPSU) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA) being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations. The ANMF and CPSU support approval of the Agreement. The CPSU is of the view that the Agreement passes the better off overall test.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 August 2024. The nominal expiry date of the Agreement is 9 April 2028.

Variation

[6] A Form F1 was simultaneously lodged with the Agreement, which sought to vary provisions of the Agreement pursuant to sections 217 and 218A of the Act (the Form).

[7] The Form highlighted errors within the Agreement that had been identified by the Applicant in a tracked changes version of the Agreement, attached as Attachment B(F1) to the Form. The amendments are also set out in Q2.2 of the Form and summarised in Attachment A(F1).

[8] On 29 July 2024, my chambers wrote to the bargaining representatives to seek their views on the amendments sought. No response was received from any bargaining representatives.

[9] I am satisfied that s.217 and s.218A applies to the variations at paragraph 7 of this Decision.

Section 217

[10] Section 217 of the Act provides that the Commission '*may vary an enterprise agreement to remove an ambiguity or uncertainty*' on application. The employer (as defined) is a person entitled to make such an application. The principles applicable to an application under s.217 were considered by the Full Court of the Federal Court in *Bianco Walling Pty Ltd v Construction, Forestry, Maritime, Mining and Energy Union*[1] (*Bianco*).

[11] It is not necessary to set out those principles in detail. It is sufficient to note that the existence of a relevant ambiguity or uncertainty is a jurisdictional fact required as a precondition to the exercise of the power.[2] The terms "ambiguity" and "uncertainty" are not synonymous, although there is some relationship between their meaning.[3]

> "… There may, for example, be uncertainty in an
>
> enterprise agreement even when its terms are not ambiguous. The uncertainty may arise from the application of the unambiguous terms to a given set of circumstances. The distinction between patent ambiguity (linguistic ambiguity) and latent ambiguity (ambiguity in application) provides an illustration by analogy…"[4]

[12] It is not necessary to interpret or construe an enterprise agreement for the purpose of s.217. "A provision may be ambiguous even though it is capable of interpretation".[5] The ambiguity may be apparent on the face of the document or may become apparent only when

---

[1] *Bianco Walling Pty Ltd v Construction, Forestry, Maritime, Mining and Energy Union* (2020) 275 FCR 385; [2020] FCAFC 50

[2] *Bianco*, [49].

[3] *Bianco*, [67].

[4] *Bianco*, [75].

[5] *Bianco*, [67].

extrinsic evidence is adduced.[6] Any established 'common intention' of parties concerning the impugned provision can be considered.[7]

[13] As s.217 makes clear, if the jurisdictional requirements are met, the Commission "may" (not must) vary the agreement. Whether to exercise its discretion to vary the agreement will necessarily depend upon the circumstances of the matter.

[14] In the Form, the Applicant seeks to vary clauses 31.4(a)(ii) and 49.4(a)(i) pursuant to s.217 of the Act. The Applicant submits clauses 31.4(a)(ii) and 49.4(a)(i), which address eligibility requirements for progression or top of grade or value range payment and leave entitlements for employees in receipt of workers compensation payments respectively, are required to be amended to remove ambiguity and to clarify clauses to reflect the intent of the parties during bargaining. The Applicant submits that the proposed amendments and corrections are supported by the CPSU.

[15] In the circumstances, I am satisfied that the proposed variations address ambiguity and uncertainty within the Agreement. The variations have the support of the CPSU. No employee bargaining representatives have indicated opposition and there are not matters of which I am aware which would weigh against the exercise of my discretion to vary the Agreement in the manner proposed. The Agreement will be amended as per the Order at the end of this Decision.

Section 218A

[16] Section 218A, which came into effect on 7 December 2022 as part of the reforms contained within the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022*, provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity:

> "(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).
>
> (2) The FWC may vary an enterprise agreement under subsection (1);
>
> (a) on its own initiative; or
>
> (b) on application by any of the following:
>
> (i) one or more of the employers covered by the agreement;
>
> (ii) an employee covered by the agreement;
>
> (iii) an employee organisation covered by the agreement.
>
> (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement."

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[6] *Bianco*, [67].

[7] *Bianco*, [68].

[17] As has been noted in recent decisions of the Commission,[8] s.218A of the Act is akin to the slip rule found in s.602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[18] Before an amendment under s.218A can be made, there first must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form). Upon the finding of such an error, defect or irregularity, the Commission may, not must, vary the enterprise agreement. The power to vary should only be exercised to the extent necessary to remove the error, defect or irregularity.

[19] The Applicant submits that the amendments at clauses 29.7(b)(i), 31.8(d), Schedule G, Clause 1 and Appendix 4, Part 3 Clause 20.7, seek to address typographical errors and drafting errors resulting from replicating irrelevant text. The Applicant submits that the proposed amendments and corrections are supported by the CPSU.

[20] I am satisfied that the typographical and drafting errors referred to above are obvious errors. I am satisfied the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s.218A of the Act. The variations have the support of the CPSU. No employee bargaining representatives have indicated opposition to the variations proposed. In the present case, the errors are readily identified, as are the corrections needed to make the Agreement accurately reflect what was clearly intended. There are no reasons not to exercise my discretion and good reasons to do so. The errors identified above, will be amended as per the order below.

Order

[21] I order, pursuant to s.217 and s.218A of the Act, that the Agreement be varied as set out below

Clause Number	Clause Title	Proposed correction
29.7(b)(i)	Classification and salary on appointment	Amend *Sherriff's Officers* to *Sheriff's Officers*
31.4	Eligibility requirements for Progression or a Top of Grade or Value Range Payment	Amend 31.4(a)(ii), to insert clause reference to the qualifications on the operation of this term as follows: "*subject to the operation of clause 31.4(c)(ii) and 31.4(c)(iii)* has been employed at their current substantive classification and progression point for 12 months at the end of the Performance Cycle

[8] See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

Clause Number	Clause Title	Proposed correction
31.8(d)	Operation of Progression Steps or Top of Grade of Value Range Payment where progression is achieved	Delete struck-through text: "Top of Grade or Value Range payments will be paid as a lump sum processed by the Employer at the same time as other progression outcomes resulting for the Performance Cycle ~~following the Employee's return to work~~."
49.4(a)(i)	Leave Entitlements for Employees in receipt of workers compensation payments	Amend "take and accrue annual and personal leave, and" to "take and accrue annual and personal */ carer's* leave, and"
Sch G Clause 1	VPS Aligned Adaptive Classification Structures	Amend *Sherriff's Officers* to *Sheriff's Officers*
Appendix 4, Part 3, Clause 20.7 [Table 91]	Child Protection Practitioner Structure – Children, Youth and Families (CYF) Stream	Amend Table 91 Heading "…CYF Grade 3 to CYF Grade 42" to "…CYF Grade 3 to CYF Grade 4"

[22] The variations pursuant to s.217 and s.218A above will operate from 19 August 2024.

[23] The Applicant has simultaneously submitted a copy of the Agreement with the variations listed above. The Agreement, as varied, will be published with this Decision.

DEPUTY PRESIDENT

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Note – the model delegates' rights term is taken to be a term of this agreement and can be found at the end of the agreement.

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Section I – Core Terms and Conditions of Employment

Part 1 Application and Operation of Agreement

1. Title

This Agreement will be known as the *Victorian Public Service Enterprise Agreement 2024*.

2. Definitions and interpretation

In this document, unless the contrary intention appears:

Accredited Representative of the Union means an officer or employee of the Union.

Agency means a Public Service Body under the *Public Administration Act 2004* (Vic), or an office or authority for which an office holder has been designated to have the functions of a public service body head under that Act, or designated under another Act.

Agreement means the *Victorian Public Service Enterprise Agreement 2024.*

Attribute has the same meaning as section 6 of the *Equal Opportunity Act 2010* (Vic).

Child unless otherwise defined means:

(a) someone who is child of the Employee within the meaning of the *Family Law Act 1975* (Cth), and

(b) an adopted child or step-child of the person.

It doesn't matter whether the child is an adult.

CPSU means the Community and Public Sector Union.

De Facto Partner means:

(a) a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

(b) includes a former De Facto Partner of the Employee.

Employee means an Employee of the Crown employed pursuant to Division 4 of Part 3 or Division 3 of Part 6 of the PAA other than an Employee described in **(a)** to **(g)** below. To avoid doubt, an Act other than the PAA may prescribe that an Employee is employed pursuant to Division 4 Part 3 or Division 3 Part 6 of the PAA.

(a) An Employee eligible to be a member of the CPSU who is employed under the *Education and Training Reform Act 2006* (Vic).

(b) An Employee eligible to be a member of the Health Services Union.

(c) An Employee eligible to be a member of the CPSU who is employed pursuant to the *Emergency Services Superannuation Act 1986* (Vic).

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(d) An Employee eligible to be a member of the Australian Nursing and Midwifery Federation or the CPSU who is employed as a nursing professional in a position requiring mandatory qualifications within the Maternal and Child Health Line (or any successor functional area).

(e) A locally engaged Employee in an overseas office/work location.

(f) A Principal Scientist, a Senior Medical Adviser or a Senior Regulatory Analyst in respect of **clause 28, 29, 31** and **32** but not otherwise.

(g) An Employee eligible to be a member of the Australian Workers' Union.

(i) whose terms and conditions are determined by reference to the *Field Staff Agreement 2019*, or any successor to this agreement, or

(ii) employed in a Roads Occupation.

Employer means the State of Victoria acting through its servant who, for the purposes of this Agreement, is the relevant public service body head in the Agency in which the Employee is employed.

Fortnightly Salary means an Employee's annual Salary divided by 365.25 multiplied by 14.

FWC means the Fair Work Commission or its successor.

Fair Work Act 2009 **(Cth)** and **FW Act** means that Act, as may be amended from time to time and any successor to that Act.

Immediate Family means:

(a) a Spouse, De Facto Partner, Child, parent, grandparent, grandchild or sibling of the Employee; or

(b) a Child, parent, grandparent, grandchild or sibling of a spouse or De Facto Partner of the Employee.

Regular Casual Employee means a casual Employee who has been employed on a regular and systematic basis by their Employer.

Machinery of Government Change means a change arising from the allocation and reallocation of functions between Victorian government departments and/or Agencies which is set out in a General Order allocating Acts of Parliament to Ministers signed by the Premier, an Administrative Arrangements Order made under the *Administrative Arrangements Act 1983* (Vic) or an order or declaration made under the *Public Administration Act 2004* (Vic)

NES means the National Employment Standards.

Party or Parties means the State of Victoria or the CPSU.

PAA means the *Public Administration Act 2004* (Vic) as may be amended from time to time, or any successor to that Act.

Public Holiday means a day that is a public holiday pursuant to **clause 55.**

Roads Occupation means any of the following functions or occupations formerly performed within VicRoads prior to 1 July 2019: Road Worker; Senior Roadworker; Site Manager Road Services; Works Supervisor; Team Leader Support - Sprayline; Team Leader Sealing - Sprayline; Team Leader - Roads Services; Team Leader Construction – Road Services; Team

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Leader Road Barrier Maintenance and Repair; Team Leader Roads; Team Leader Incident Response Services; Team Leader Environmental, Roadside and Structures; Works Coordinator – Road Services; Specialist Plant Operator – Sprayline; Traffic Commander – Real Time Operations; Incident Response Officer – Real Time Operations; Linemarking Operator; Linemarking Specialist Plant Operator; Linemarking Supervisor.

Salary means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of their duty; provided that Salary does not include any payment for overtime, Shift Work, stand-by, travelling allowance, incidental expenses or any payment of a temporary character.

Shift Work means the ordinary hours of work rostered in accordance with **clause 43.1(a)** of this Agreement, subject to **clause 4** of **Appendix 1 - Department of Justice and Community Safety.**

Shift Worker means an Employee who performs Shift Work in a workplace in which the Employee is employed in which shifts are continuously rostered 24 hours a day for 7 days a week.

Union means the Community and Public Sector Union (CPSU).

VPS means entities that employ staff under Division 4 Part 3 or Division 3 Part 6 of the PAA, irrespective of which Public Service Body Head exercises employment powers pursuant to s20 of the Act.

Workplace Delegate means a person appointed or elected, in accordance with the rules of the Union, to be a delegate or representative (however described) for members of the organisation who work in a particular workplace.

3. Commencement Date and Period of Operation

3.1 This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 9 April 2028.

3.2 Employees to whom this Agreement applies will receive:

(a) Salary increases as provided for in **clause 32** (Salary Increases), with the first increase payable with effect from 1 May 2024; and

(b) increases to allowances, with the first increase payable with effect from 1 May 2024.

3.3 Salary and allowance increases payable for the period between 1 May 2024 and the commencement of the Agreement will be made as soon as reasonably practicable after the Agreement commences operation.

3.4 Alterations to conditions of employment provided for in this Agreement will apply with effect from the commencement date of this Agreement, unless otherwise stated.

3.5 Renegotiation Period

(a) With the aim of avoiding protracted negotiations for a new agreement, the CPSU and the State of Victoria agree to a renegotiation period. The renegotiation period will be from 9 October 2027 until 9 March 2028. The aim of the renegotiation period is to permit a new agreement to be reached prior the nominal expiry date of this Agreement.

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(b) To meet this objective, the CPSU and the State of Victoria agree that:

(i) each will provide any proposals for change to the Agreement by 9 October 2027; and

(ii) they will meet regularly to progress negotiations in good faith. Small working groups may be established to examine particular areas of disagreement; and

(iii) the person/s responsible for negotiating will bring with them the necessary authority to finalise an agreement; and

(iv) if agreement is not reached by 9 January 2028, the parties will discuss whether they should seek the assistance of a mutually agreed conciliator or the FWC. This does not prevent the parties seeking assistance, by agreement, on any individual issue which is creating an impasse; and

(v) should conciliation be sought, then the Parties to the conciliation may agree to an extension to the renegotiation period.

(c) During this period the CPSU and the State of Victoria will not act in a manner that is designed to frustrate good faith bargaining.

4. Application of Agreement and Parties Covered

4.1 This Agreement applies to and covers:

(a) the State of Victoria in respect of all Employees (as defined in **clause 2 -** Definitions and interpretation); and

(b) all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and

(c) the CPSU.

4.2 In accordance with Part 2-8 of the FW Act, where there is a transfer of business to a new employer, the new employer is bound by this Agreement as a transferable instrument to the extent that it relates to the whole or part of the business transfer.

4.3 Agency-specific arrangements

Agency-specific arrangements are provided for in **Section II - Agency Specific Arrangements (Appendix 1 to Appendix 16)** of this Agreement. These Agency-specific arrangements are read in conjunction with **Section I**. Where the Agency-specific arrangements make different provision to **Section I**, the Agency-specific arrangements override **Section I** to the extent of the difference.

4.4 Agreement Implementation

(a) The Parties agree the VPS Agreement Monitoring Committee (VPS AMC) will continue during the life of the Agreement to deal with issues arising from the implementation of the Agreement, common policies and Best Practice Employment Commitment.

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(b) The VPS AMC will comprise representatives nominated by the CPSU and the Employer. The Parties may establish working groups to deal with particular matters.

(c) The Parties acknowledge that implementing guidance on the interpretation and application of the key provisions of the Agreement will help to ensure a consistent application of the Agreement across the VPS and minimise disputation.

(d) The Employer is committed to maintaining and applying the common policies and commitments made in the Best Practice Employment Commitment which, while not forming part of the Agreement, provide operational guidance on the intended interpretation and operation of the Agreement's key provisions.

(e) The VPS AMC will oversee the review and update of the common policies, which will occur within 12 months of this Agreement coming into effect.

5. No Further Claims

5.1 This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to the Agreement made under the FW Act for the period from the date of commencement of this Agreement until 9 April 2028.

5.2 The Employees, the Employer and the Union covered by this Agreement agree that they will not for the period from the date of commencement of this Agreement until 9 October 2027 make claims to make an enterprise agreement under the FW Act, whether in relation to matters dealt with in this Agreement or otherwise.

6. Relationship with other Awards, Agreements, the Best Practice Employment Commitment and Savings Provisions

6.1 This Agreement operates to the exclusion of all previous awards and orders of the FWC and replaces all previous industrial instruments under the FW Act in respect of the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.

6.2 No Employee will, on balance, have their overall pay and conditions reduced as a result of making this Agreement.

6.3 No Employee's overall terms and conditions of employment will, on balance, be reduced as a result of any Machinery of Government Changes that occur during the life of this Agreement.

6.4 The Victorian Government's Wages Policy provides that parties may agree to a Best Practice Employment Commitment (BPEC) which can be finalised alongside an enterprise agreement. The BPEC, while not forming part of the Agreement, may identify actions or reforms with respect to public sector employment including measures for implementing best practice employment commitments.

6.5 Accordingly, the Parties have agreed the following matters to be included in a BPEC which will be implemented during the life of the Agreement:

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(a) **Alternative working arrangements**: the Parties have agreed to form the Alternative Ways of Working Committee to identify alternative ways of working or other models of arranging ordinary working hours that could be trialled in the VPS as described in the BPEC.

(b) **Compensation for additional hours worked for VPS 5 to 7**: the Parties have agreed on a framework that describes the circumstances in which the Employer may provide time in lieu in accordance with **clause 46.8** & **46.9** of the Agreement in compensation for additional hours worked.

(c) **Introduction and use of new technologies**: The VPS AMC will monitor the introduction and use of new technologies in the VPS. The VPS AMC will consider whether the existing consultation requirements are adequate to address the adoption of new technology and associated changes to existing business practice or VPS positions. The VPS AMC will also monitor the implications of new technology on privacy and employee data.

(d) **Monitoring operational payroll and implementation issues**: The VPS AMC will establish a community of practice comprising representatives of the payroll functions to discuss and resolve common implementation issues.

6.6 In addition to the arrangements in **clause 6.5** above, the Parties have also agreed a number of other commitments (the version of which that applied on 1 May 2024), which while not forming part of the Agreement, will be operationalised during the life of the Agreement. These commitments include:

(a) Memorandum of Understanding (MOU) to support the Department of Health after hours services emergency management arrangements,

(b) Memorandum of Understanding to support the Department of Families, Fairness and Housing – Emergency Management Employees, and

(c) Cenitex Overtime Policy.

6.7 If during the life of the Agreement, the Employer proposes to be amend the operation of the arrangements listed in **clause 6.6** above, they will consult with the CPSU prior to amendments being implemented. In consulting with the CPSU about proposed amendments, the Employer will give the CPSU an opportunity to raise issues or concerns with the proposed amendment(s) and give genuine consideration and responses to the matters raised during the consultation process.

6.8 A dispute or grievance that is being considered pursuant to **clause 13** of the *Victorian Public Service Enterprise Agreement 2020* at the time this Agreement commences operation may continue to be considered pursuant to **clause 13** of this Agreement.

6.9 Transitional Arrangements

(a) Transitional arrangements apply to several entitlements in the Agreement, including:

(i) Employees classified at VPS 5 and above at the commencement of the VPS Agreement 2024 who are appointed to a salary which does not align to the new salary pay points for VPS 5 and above classified employees as outlined in the VPS Agreement 2024 as outlined in **clause 29.9**, and

(ii) the use of fixed term employment and fixed term conversion arrangements as outlined in **clause 18.7**, and

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(iii) casual conversion arrangements in **clause 19.6** of the Agreement, and

(iv) the increase to the top of band or value range payment from 1 per cent to 1.5 per cent which is given effect to by **clause 31.3(d)** will be applied from the Performance Cycle concluding on 30 June 2024.

(b) Transitional arrangements are specified in the relevant clause and apply for the limited time expressed in each provision.

7. Anti-Discrimination and Workplace Diversity

7.1 The Parties covered by this Agreement respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, social origin, breastfeeding, gender identity, intersex status or any other Attributes protected by anti-discrimination legislation.

7.2 The Employer recognises the importance of workplace diversity and inclusion. The Employer will strive to create a diverse workforce and an environment that recognises, values, utilises and reflects the diverse society in which we live. In this context, diversity includes cultural diversity, Aboriginal and Torres Strait Islander identity, sexuality, age, gender identity, ability, neurodiversity and carer responsibilities.

7.3 Accordingly, in fulfilling their obligations under the procedures in **clause 13** (Resolution of Disputes), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

7.4 Nothing in this clause is to be taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or

(b) an Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

(c) the exceptions in section 351(2) and 772(2) of the FW Act or the operation of sections 772(3) and 772(4) of the FW Act.

7.5 The Employer will act in accordance with its obligations under:

(a) the *Equal Opportunity Act 2010* (Vic), and

(b) the Victorian Charter of Human Rights and Responsibilities and

(c) the *Gender Equality Act 2020* (Vic).

These obligations apply to the Employer but do not form part of the Agreement.

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Part 2 Flexible Work

8. Flexible Work

8.1 The Parties are committed to providing a range of flexible working arrangements to give Employees a meaningful level of control over when, where and how work is accomplished.

8.2 To help embed flexible ways of work in the Victorian Public Service, the Victorian Public Service Commission (VPSC) has issued a Flexible Work Policy. The Flexible Work Policy, while not forming part of the Agreement, reflects a genuine commitment to support both individual flexibility and business performance needs, while recognising that not all forms of flexibility will be suitable for every role.

8.3 If during the life of the Agreement, the Flexible Work Policy is proposed to be amended, the CPSU will be consulted prior to amendments being implemented. In consulting with the CPSU about proposed amendments to the Flexible Work Policy, the Employer will give the CPSU an opportunity to raise issues or concerns with the proposed amendment(s) and give genuine consideration and responses to the matters raised during the consultation process.

8.4 Where an Employee requests a change to their usual working arrangements in accordance with the Flexible Work Policy, the Employer must give the request genuine consideration and provide a response within a reasonable timeframe. Where the request cannot be accommodated, the Employer should provide reasons and explore whether alternative forms of flexibility may be able to be accommodated.

8.5 Several provisions in this Agreement are available to facilitate an individual's need for flexibility, consistent with business requirements and legislative obligations.

Table 1: Flexible Work

Clause	Title	Summary of entitlement (see clause for full entitlement and any conditions)
9	Individual Flexibility Arrangement (IFA)	An IFA may vary the effect of **clause 42** (Hours of Work); and **clause 43** (Shift Work)
10	Right to Request Flexible Working Arrangements	Under s65 of the FW Act Employees in circumstances as defined in the legislation may request flexible working arrangements
20.4	Part-Time Employment	Part-time employment may be worked by agreement between the Employee and the Employer
24	Working from Home	An individual Employee and Employer may agree to work from home on a case by case basis.
42	Hours of Work	An Employee (other than a Shift Worker) can agree with the Employer to work their ordinary hours flexibly, within the span of hours, to best meet the Employer's work requirements and the Employee's personal and/or

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Clause	Title	Summary of entitlement (see clause for full entitlement and any conditions)
		family circumstances. This may include, for example, working compressed hours.
52	Purchased Leave	An Employee and Employer may agree to work less than 52 weeks per year to increase the amount of leave available
59	Family Violence Leave	An Employee experiencing family violence has an entitlement to additional leave and may request flexible work arrangements
62	Parental Leave	An Employee returning to work after parental leave has a right to request a reduced time fraction until their Child reaches school age, or alternatively may request an extension of unpaid parental leave

9. Individual Flexibility Arrangements

9.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and the Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

9.2 An individual flexibility arrangement may vary the effect of **clause 42** (Hours of Work) and **clause 43** (Shift Work).

9.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

9.4 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.

9.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

9.7 The Employer must ensure that any individual flexibility arrangement sets out:

(a) which terms of this Agreement will be affected or varied by the individual flexibility arrangement; and

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(b) how the individual flexibility arrangement will vary or affect the terms of this Agreement; and

(c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement; and

(d) the day on which the individual flexibility arrangement commences; and

(e) provides for the individual flexibility arrangement to be terminated:

(i) by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and

(ii) at any time by written agreement between the Employee and Employer.

10. Flexible Working Arrangements – Specific Circumstances

10.1 Section 65 of the FW Act provides that an Employee may request a change in their working arrangements in any of the following circumstances:

(a) the Employee is pregnant;

(b) the Employee is the parent, or has responsibility for the care, of a Child who is of school age or younger; or

(c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*); or

(d) the Employee has a disability; or

(e) the Employee is 55 or older; or

(f) the Employee is experiencing family violence; or

(g) the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing family violence.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

10.2 To avoid doubt, and without limiting **clause 10.1**, an Employee may request to work part-time to assist the Employee to care for the Child if the Employee:

(a) is a parent, or has responsibility for the care, of a Child; and

(b) is returning to work after taking leave in relation to the birth or adoption of the Child.

10.3 A casual Employee is not entitled to make a request under this clause unless the Employee:

(a) is a Regular Casual Employee of the Employer immediately before making the request; and

(b) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

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10.4 A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

10.5 Before responding to a request, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regards to:

(a) the needs of the Employee arising from their circumstances; and

(b) the consequences for the Employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

10.6 On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days. The response must:

(a) state that the Employer grants the request; or

(b) if, following discussion between the Employer and the Employee, the Employer and the Employee agree to a change to the Employee's working arrangements that differs from that set out in the request--set out the agreed change; or

(c) state that the Employer refuses the request and include:

(i) the details of the reasons for the refusal

(ii) the particular business grounds for refusing the request (see **clause 10.8** below),

(iii) explain how those grounds apply to the request,

(iv) either set out the change (other than the requested change) to the Employee's working arrangements that could be accommodated or state there are no such changes that can be made, and

(v) set out the Employee's ability to dispute the decision to refuse the request, per sections 65B and 65C of the FW Act.

10.7 The Employer may only refuse the request if the Employer has discussed the request with the Employee, and genuinely tried to reach agreement about changes to the Employee's working arrangements having regard to the consequences of the refusal for the Employee, and the refusal is on reasonable business grounds.

10.8 Without limiting what are reasonable business grounds for the purposes of **clause 10.7**, reasonable business grounds include any of the following:

(a) that the new working arrangements requested by the Employee would be too costly for the Employer; or

(b) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or

(c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or

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(d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or

(e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

10.9 If the Employer and Employee reached an agreement under **clause 10.6** on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change or changes in working arrangements.

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Part 3 Communication, Consultation and Dispute Resolution

11. Implementation of Change

11.1 Where the Employer has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, the Employer will advise the relevant Employees and the relevant Union covered by this Agreement of:

(a) the proposed change as soon as practicable after the proposal has been made; and

(b) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(c) the likely effects on the Employees' working conditions and responsibilities; and

(d) the rationale and intended benefits of any change, including improvements to productivity, if applicable.

11.2 For the purpose of this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

(a) the termination of the employment of Employees; or

(b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

11.3 **Clause 11.2(f)** is subject to the rights and obligations set out in **clause 21** (Usual Place or Places of Work).

11.4 **Relevant Employees** means the Employees who may be affected by a change referred to in **clause 11.1**.

11.5 Relevant Employees may appoint a representative for the purposes of the procedures in this clause.

11.6 Consistent with **clause 11.1** and subject to the other requirements of this clause, the relevant Union has a right to be consulted under this clause. There is no requirement for the relevant Union to be appointed or identified by a relevant Employee for the requirement to be consulted to apply, subject to the other requirements of this clause.

11.7 Where:

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(a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

11.8 The Employer will:

(a) provide in writing all relevant information about the change including:

(i) the nature of the change proposed, and

(ii) information about the expected effects of the change on the employees and

(iii) any other matters likely to affect the employees.

(b) regularly consult with Relevant Employees and the relevant Union covered by this Agreement; and

(c) give prompt consideration to matters raised by the Employees or the Employees relevant Union covered by this Agreement; and

(d) if appropriate provide training for the Employees to assist them to integrate successfully into the new structure.

11.9 In accordance with this clause, the relevant Employees and the relevant Union covered by this Agreement may submit alternative proposals which will meet the indicated rationale and benefits of the proposal.

(a) Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change.

(b) If such a proposal is made the Employer must give considered reasons to the affected Employees and the relevant Union covered by this Agreement if the Employer does not accept its proposals.

(c) Indicative reasonable timeframes are set out below. The steps, timeframes, and the extent of consultation in each case will:

(i) be commensurate with the scale of the proposed major change and the likely significant effect for Employees, and

(ii) take account of the Parties' agreement in **clause 15** (Mobility Principles) that the principles of workforce mobility will be operationalised over the life of the Agreement through a range of changed practices, modes of work and service delivery.

Table 2: Implementation of Change Process

Step in process	Number of working days in which to perform each step
Employer advises Employees and relevant Union covered by this Agreement	

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Step in process	Number of working days in which to perform each step
Response from Employees or the relevant Union covered by this Agreement	5 days following receipt of written advice from Employer
Meeting convened (if requested)	5 days following request for meeting
Further Employer response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Agreement (if applicable)	10 days following receipt of Employer response
Employer response to any alternative proposal	10 days following receipt of alternative proposal

11.10 Any dispute concerning the Parties' obligations under this clause will be dealt with in accordance with **clause 13** (Resolution of Disputes).

12. Consultation on Changes to Rosters or Hours of Work

12.1 This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

12.2 The Employer must notify the Relevant Employees of the proposed change. Relevant Employees means the Employees who may be affected by a change referred to in **clause 12.1**.

12.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.

12.4 The Employer must recognise the representative appointed by a Relevant Employee(s) if:

(a) a Relevant Employee appoints, or Relevant employees appoint, a representative, which may include CPSU, for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the representative.

12.5 As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the Relevant Employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the Relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

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(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.7 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

12.8 The Employer must display a roster for Shift Workers in a convenient area fourteen days prior to the effective date.

12.9 The Employer may change the Shift Work roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.

12.10 A Shift Worker may request the Employer approve a change to rostered Shift Work times by giving to the Employer 48 hours' written notice of the proposed change.

13. Resolution of Disputes

13.1 For the purposes of this **clause 13**, a dispute includes a grievance.

13.2 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards set out in the FW Act, other than termination of employment, must be dealt with in accordance with this clause. To avoid doubt, a dispute about termination of employment cannot be dealt with under this clause.

13.3 This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

13.4 The Union may raise a dispute and be a party to a dispute in its own right or in a representative capacity for an Employee or group of Employees.

13.5 A person covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

13.6 Obligations

(a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(b) While a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

(c) No person covered by this Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

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13.7 Agreement and Dispute Settlement Facilitation

(a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) if the chosen Employee representative is another Employee of the Employer, they must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

(i) investigating the circumstances of a dispute or an alleged breach of this Agreement; or

(ii) endeavouring to resolve a dispute arising out of the operation of this Agreement; or

(iii) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

(b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

13.8 Discussion of Dispute

(a) The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

(b) If the dispute is not settled, the aggrieved Employee(s) can require that the dispute be discussed with another representative of the Employer appointed for the purposes of this procedure.

13.9 Internal Process

(a) If any party to the dispute who is covered by this Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted as expeditiously as possible and:

(i) is consistent with the rules of natural justice; and

(ii) provides for mediation or conciliation of the dispute; and

(iii) provides that the Employer will take into consideration any views on who should conduct the review; and

(iv) is conducted with as little formality as a proper consideration of the dispute allows.

(b) If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.

(c) If the matter is not settled either party to the dispute may apply to the FWC to have the dispute dealt with by conciliation.

13.10 Disputes of a Collective Character

(a) The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.

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(b) No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

13.11 Conciliation

(a) Where a dispute is referred for conciliation, a member of the FWC will do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.

(b) This may include arranging:

(i) conferences of the parties to the dispute presided over by the member; and

(ii) for the parties to the dispute to confer among themselves at conferences at which the member is not present.

(c) Conciliation before the FWC will be regarded as completed when:

(i) the parties to the dispute have reached agreement on the settlement of the dispute; or

(ii) the member of the FWC conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or

(iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

13.12 Arbitration

(a) If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that the FWC proceed to determine the dispute by arbitration.

(b) If a member of the FWC has exercised conciliation powers in relation to the dispute, the member must not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.

(c) Subject to **clause 13.12(d)**, the determination of the FWC is binding on the persons covered by this Agreement.

(d) A determination of a single member of the FWC made pursuant to this clause may, with the permission of a Full Bench of the FWC, be appealed.

13.13 General Powers and Procedures of the FWC

Subject to any agreement between the parties in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the FW Act.

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14. Workload

14.1 The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.

14.2 The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work.

14.3 An Employee or group of Employees may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.

14.4 On receipt of a request by an Employee or group of Employees under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer agrees to or refuses the request.

14.5 If the Employer refuses the request for a review, the written response under **clause 14.4** must include details of the reasons for the refusal.

14.6 If the Employer agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.

14.7 Following the completion of the review, the Employee or group of Employees and the Employer will agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

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Part 4 Employment Relationship and Related Arrangements

15. Mobility Principles

15.1 The Parties agree to interpret and apply this Agreement consistently with the following principles aimed at promoting workforce mobility:

(a) The work required of a modern career public service is not static but always changing, due to factors such as new government priorities, population growth, the pace and scale of technological advancement, changing community service delivery expectations and the need to respond to evolving complex public policy problems or crises.

(b) Embracing these changing priorities is essential to providing secure, flexible employment in the public service. Within the framework of secure employment (**clause 17**) and flexibility (**clause 8**), the Parties acknowledge the importance of ensuring that VPS Employees can be responsively deployed to support changing government priorities.

(c) Victoria's public service is a professional public service and is a career path of choice. VPS employment careers can go beyond a fixed role with a specific Employer in a single location. VPS Employees are encouraged to gain relevant, diverse and evolving skills and experience across the public service, appropriate for facilitating delivery of government's priorities as they change over time.

15.2 The Parties agree that the principles set out above will be operationalised over the life of the Agreement, through a range of changed workplace practices, modes of work and service delivery. These may include, for example but not limited to:

(a) Better matching Employee skills and capabilities to vacant roles in the VPS, such as through the Jobs and Skills Exchange, and

(b) Reduction of operational and mobility barriers between public service Employers, and

(c) Facilitation of greater mobility, including through 'job pools' for identified functions, the development of job families and a more advanced approach to linking skill development, career aspirations and job demand trends, and

(d) Development and implementation of a capability framework to facilitate better matching of Employee capabilities to operational need, and

(e) A model where ongoing Employees are deployed to priority projects or programs across the VPS based on their core skills and capabilities, rather than being limited to a specific function in a specific area, and

(f) Interdisciplinary project teams or joint ventures, which change in size and composition over time, with shared resources and/or reporting lines outside traditional hierarchical structures or across departmental boundaries, and

(g) Joined up, client-focused delivery of multiple services with shared or complimentary outcomes presently provided by distinct operational areas, and

(h) Development of generalist capability to allow strategic deployment of VPS employees across functional areas with common or universal skill sets, and

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(i) A better approach to secondments, and enhanced promotion of and opportunities for secondments, job shares and other reprioritisation of skills to ensure the right expertise informs policy and strategy development, and

(j) Building of specialist skills through targeted professional development in growing sectors, and

(k) Development of communities of practice or networks to better deliver services.

15.3 The parties agree that workforce mobility measures are not intended to adversely affect Employees' overall employment security within the VPS or otherwise disadvantage Employees in their employment. In particular:

(a) The Employer will not require an Employee to physically relocate beyond agreed areas without appropriate consultation and supports as provided for in **Clause 21** (Usual Place or Places of Work), and

(b) The Employer will designate a line manager for personal development, wellbeing, performance assessment and related support. An Employee may report to a number of different managers for projects or work activities. The line manager may consult with the Employee's different project or work activity managers in assessing an Employee's performance. The designated line manager will ensure an Employee's reporting arrangements are clear, and

(c) **Clause 14** – Workload applies in respect of workforce mobility measures, and

(d) An Eligible Employee's participation in workforce mobility measures will be regarded favourably and not place that Employee at a disadvantage for the purposes of performance development and progression at **Clause 31** (Performance Development and Progression within a Value Range), and

(e) The Employer will at all times apply the appropriate classification level, and where applicable, higher duties allowance, to work performed by an Employee, and

(f) The Employer will comply with its obligations under the Agreement (see **clauses 8 – 10**) and section 65 of the FW Act regarding flexible work arrangements and will ensure that an Employee's need for flexible work arrangements is taken into account in implementing mobility measures, and

(g) The Employer will comply with its obligations under the Agreement and the *Occupational Health and Safety Act 2004* (Vic) when implementing mobility measures, and

(h) Mobility measures will not disadvantage an Employee in their terms and conditions of employment,

16. Mobility Payment

16.1 Employees will be paid an annual lump sum mobility payment:

(a) in recognition of the Parties commitment to the mobility principles outlined in **clause 15** (Mobility Principles) of the Agreement, and

(b) in recognition of the fact that the work required of a modern career public service is not static but always changing, and

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(c) to acknowledge Employees are committed to ensuring they can be responsively deployed to support changing government priorities, and

(d) to encourage Employees to gain relevant, diverse and evolving skills and experience across the public service to support their capability and career development.

16.2 The mobility payment in the tables below will be made as once off lump sum payments on the dates specified. Pro-rata payment arrangement applies in the following circumstances:

(a) part-time Employees based on the number of ordinary hours worked as at the date specified,

(b) Casual Employees whose regular and systematic engagement encompasses the date specified for the mobility payment will be eligible to receive the payment on a pro rata basis, based on their previous 12 months' work pattern or the period the casual employee has been employed, whichever is lesser, and

(c) Employees on unpaid leave on the date specified (other than during the first 52 weeks of Parental Leave), based on the duration of the unpaid leave taken by the Employee.

Otherwise the rate of payment will be at the Employee's substantive grade and Value Range on the date specified.

16.3 An Employee is eligible to be paid the mobility payment if they are employed on the date specified regardless of when their employment commenced. Employees who were not employed on the date specified are not entitled to the mobility payment for that year.

16.4 Where the dates specified for the mobility payment occur on a weekend, public holiday or another non-working day for an Employee, the Employee will be eligible for the payment if they were employed on the last ordinary working day immediately prior to that non-working day.

16.5 Employees classified under the following classification structures will be paid an annual lump sum payment as follows:

(a) VPS Classification – **Table 3.**

(b) VPS Aligned Classifications - **Table 4** sets out the alignment of payments in **Table 3**.

(i) Legal Officer

(ii) Allied Health

(iii) Science

(iv) Housing Services Officer

(v) Housing Customer Services Officer

(vi) Custodial Officers

(vii) Sheriff's Officer

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(viii) Community Corrections Officer

(ix) Fisheries Officer

(x) Court Registrar

(xi) Police Custody Officer

16.6 VPS Non-Aligned Classifications. **Table 5** sets out the alignment of payments in **Table 3**.

(i) Child Protection Practitioner Structure – Child Protection Practitioner Stream,

(ii) Youth Justice, and

(iii) Ministerial Transport Officers.

16.7 VPS Non Aligned Classifications. **Tables 6-7** sets out mobility payments for the following classifications:

(i) **Table 6** Child Protection Practitioner Structure – Children, Youth and Families Stream,

(ii) **Table 7** Forensic Officers.

Table 3: VPS Classification

Grade	Value Range	1 July 2024	1 July 2025	1 July 2026	1 July 2027
VPS 1	1.1	$709	$730	$752	$775
VPS 2	2.1	$836	$861	$887	$913
	2.2	$940	$968	$997	$1,027
VPS 3	3.1	$1,063	$1,095	$1,128	$1,162
	3.2	$1,166	$1,201	$1,237	$1,274
VPS 4	4.1	$1,349	$1,389	$1,431	$1,474
VPS 5	5.1	$1,516	$1,561	$1,608	$1,656
	5.2	$1,660	$1,709	$1,761	$1,813
VPS 6	6.1	$1,967	$2,026	$2,087	$2,149
	6.2	$2,251	$2,319	$2,389	$2,460
VPS 7	7.1	$2,559	$2,636	$2,715	$2,797
	7.2	$2,834	$2,919	$3,006	$3,096
	7.3	$3,108	$3,201	$3,297	$3,396

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Table 4: VPS Aligned Classifications

Classification	Grade	VPS Value Range Payment (refer Table 3)
Legal Officer	Articled clerk	2.1
	Solicitor 1	2.2
	Solicitor 2 VR 1	3.1
	Solicitor 2 VR 2	3.2
	Solicitor 3	4.1
	Senior Solicitor VR 1	5.1
	Senior Solicitor VR 2	5.2
	Principal Solicitor VR 1	6.1
	Principal Solicitor VR 2	6.2
Allied Health	Allied Health 1	2.1
	Allied Health 2 VR 1	2.2
	Allied Health 2 VR 2	3.1
	Allied Health 2 VR 3	3.2
	Allied Health 3	4.1
	Allied Health 4 VR 1	5.1
	Allied Health 4 V 2	5.2
Science	Science A VR 1	2.2
	Science A VR 2	3.1
	Science A VR 3	3.2
	Science B	4.1
	Science C VR 1	5.1
	Science C VR 2	5.2
	Science D VR 1	6.1
	Science D VR 2	6.2

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Classification	Grade	VPS Value Range Payment (refer Table 3)
Housing Services Officer	Housing Services Officer 1	2.2
	Housing Services Officer 2 VR 1	3.1
	Housing Services Officer 2 VR 2	3.2
	Housing Services Officer 3	4.1
Housing Customer Services Officer	Housing Customer Services Officer - Unqualified	2.1
	Housing Customer Services Officer – Qualified 1	2.1
	Housing Customer Services Officer – Qualified 2	2.2
Custodial Officers	COG 1 - Trainee	1
	COG 2A – Prison Officer C2a S01 to S08	2.1
	COG 2A – Prison Officer C2a S09 to S15	2.2
	COG 2B – Senior Prison Officer/Industry Officer C2b S01 to S06	3.1
	COG 2B – Senior Prison Officer/Industry Officer C2b S07 to S08	3.2
	COG 3 – Prison Supervisor/Industry Supervisor C3 S01 to SO3	3.2
	COG 3 – Prison Supervisor/Industry Supervisor C3 S04 to SO5	4.1
	COG 4 – Operations Manager/Industry Manager C4 S01 to S05	4.1
	COG 4 – Operations Manager/Industry Manager C4 – SU VPS5.1 aligned	5.1
	COG 5 – General Manager VPS5.2 aligned	5.2
	COG 5 – General Manager VPS6.1 aligned	6.1
	COG 6 – Senior General Manager	6.2
	COG 7 – Senior General Manager – Major Prison Facilities. C7 SL	7.1
	COG 7 – Senior General Manager – Major Prison Facilities. C7 SM	7.2

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Classification	Grade	VPS Value Range Payment (refer Table 3)
	COG 7 – Senior General Manager – Major Prison Facilities. C7 SU	7.3
Sheriff's Officer	Sheriff's Officer Trainee	2.1
	Sheriff's Officer	2.2
	Senior Sheriff's Officer VPS 3.1.1 to 3.1.6	3.1
	Senior Sheriff's Officer VPS 3.2.1 to 3.2.5	3.2
	Supervisor	4.1
	Regional Manager (Sheriff's Operations)	5.1
	Regional Manager (Sheriff's Operations) (Metro Regions)	5.2
	Deputy Sheriff	6.2
Community Corrections Officer	CCP Level 1	2.2
	CCP Level 2	3.1
	CCP Level 3	3.2
	CCP Level 4	4.1
	CPP Level 5 – VPS5.1	5.1
	CPP Level 5 – VPS5.2	5.2
	CPP Level 6 – VPS6.1	6.1
	CPP Level 6 – VPS6.2	6.2
Fisheries Officer	Level 1 Fisheries Officer (Trainee)	3.1
	Level 2 Fisheries Officer	3.2
	Senior Fisheries Officer	4.1
	Supervising Fisheries Officer (Value Range 1)	5.1
	Supervising Fisheries Officer (Value Range 2)	5.2
	Fisheries Manager (Value Range 1)	6.1
	Fisheries Manager (Value Range 2)	6.2

Classification	Grade	VPS Value Range Payment (refer Table 3)
Court Registrar	Entry as a Trainee Registrar – No relevant qualification	2.1
	Entry as a Trainee Registrar – Relevant Qualification	2.2
	Stage 1 Completion	2.2
	Qualified Trainee Registrar on completion of stage 2	2.2
	Deputy Registrar	2.2
Police Custody Officer	PCO1 – Trainee	1
	PCO2 - Police Custody Officer – VPS 2.1.1 to 2.1.8	2.1
	PCO2 - Police Custody Officer – VPS 2.2.1 to 2.2.7	2.2
	PCO3 - Police Custody Supervisor – VPS 3.1.1 to 3.1.6	3.1
	PCO3 - Police Custody Supervisor – VPS 3.2.1 to 3.2.5	3.2

Table 5: VPS Non-Aligned Classifications

Classification	Grade	Equivalent VPS Value Range Payment (refer Table 3)
Child Protection – Child Protection Practitioner	Child Protection Practitioner CPP2.1 to 2.3	2.1
	Child Protection Practitioner CPP2.4 to 2.7	2.2
	Child Protection Practitioner CPP3.1 to 3.3	3.1
	Child Protection Practitioner CPP3.4 to 3.6	3.2
	Child Protection Practitioner CPP4.1 to 4.4	4.1
	Child Protection Practitioner CPP5.1	5.1
	Child Protection Practitioner CPP5.2	5.2
	Child Protection Practitioner CPP6.1	6.1
	Child Protection Practitioner CPP6.2	6.2

Classification	Grade	Equivalent VPS Value Range Payment (refer Table 3)
Youth Justice Worker	Youth Justice Worker YJW1.1 to 1.8	2.1
	Youth Justice Worker YJW1.9 to 1.15	2.2
	Youth Justice Worker YJW 2.1 to 2.6	3.1
	Youth Justice Worker YJW 2.7 to 2.8	3.2
	Youth Justice Worker YJW 3.1 to 3.3	3.2
	Youth Justice Worker YJW 3.4 to 3.6	4
	Youth Justice Worker YJW 4.1 to 4.4	4
	Youth Justice Worker YJW 4.5 to 4.8	5.1
	Youth Justice Worker YJW 5.1	5.1
	Youth Justice Worker YJW 5.2	5.2
	Youth Justice Worker YJW 6.1	6.1
	Youth Justice Worker YJW 6.2	6.2
Ministerial Transport Officers	MTO 1 to MTO 7	2.2
	MTO 8	3.1

Table 6: Child Protection Practitioner Structure – Children, Youth and Families

Grade	Value Range	1 July 2024	1 July 2025	1 July 2026	1 July 2027
CYF1		$907	$934	$962	$991
CYF2		$1,116	$1,150	$1,184	$1,220
CYF3		$1,291	$1,330	$1,370	$1,411
CYF4		$1,442	$1,485	$1,530	$1,576
CYF5	5.1	$1,516	$1,561	$1,608	$1,656
	5.2	$1,660	$1,709	$1,761	$1,813
CYF6	6.1	$1,967	$2,026	$2,087	$2,149
	6.2	$2,251	$2,319	$2,389	$2,460

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Table 7: Forensic Officers

Grade	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Forensic Officer 1	$863	$889	$916	$944
Forensic Officer 2	$1,021	$1,052	$1,083	$1,116
Forensic Officer 3	$1,281	$1,320	$1,359	$1,400
Forensic Officer 4	$1,448	$1,492	$1,537	$1,583
Forensic Officer 5	$1,674	$1,724	$1,776	$1,829
Forensic Officer 6	$1,965	$2,024	$2,084	$2,147
Forensic Officer 7	$2,274	$2,342	$2,412	$2,485

17. Secure Employment

17.1 The Employer acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.

17.2 The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.

17.3 If the Union or affected Employees identify fixed term or casual employment that is considered not to meet the criteria established in **clause 18** or **19**, the Union or affected Employees will refer the matter to the Employer. If the Parties cannot resolve the matter, it will be dealt with under **clause 13** (Resolution of Disputes).

18. Use of Fixed Term Employment

18.1 The Employer will not use fixed term contracts for the purpose of undermining the job security or conditions of full-time ongoing Employees.

18.2 Subject to the exceptions in **clause 18.4**, fixed term appointments will be for a maximum of three years' duration.

18.3 In accordance with the principle set out in **clause 18.1**, the use of fixed term employment in all areas covered by this Agreement is limited to:

(a) replacement of Employees during a temporary absence of another Employee, for example because:

(i) an Employee is on approved leave; or

(ii) the Employee is filling a vacancy, resulting from another Employee undertaking a temporary assignment or secondment; or

(b) undertaking essential work during a peak demand period; or

(c) undertaking work during emergency circumstances; or

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(d) undertaking a distinct and identifiable task involving specialised skills, which is funded for a specified period; or

(e) a contract in relation to a training arrangement; or

(f) Senior Technical Specialist, Principal Scientist, Senior Regulatory Analyst or Senior Medical Adviser roles; or

(g) temporarily filling a vacancy where:

(i) following an appropriate selection process, a suitable ongoing Employee is not available; or

(ii) the Employee is filling a vacant role whilst a review of the area is undertaken.

18.4 Fixed term appointments will be for a maximum of three years except:

(a) in exceptional or unforeseen circumstances, or

(b) where **clause 18.3(g)** applies, in which case the maximum duration will be 12 months, or

(c) where the fixed term engagement arises backfilling another employee who is on Parental Leave (**Clause 62**), or

(d) where the Employee is engaged as a Senior Technical Specialist, Principal Scientist, Senior Regulatory Analyst or Senior Medical Officer, in which case the Employer is permitted one extension beyond the three-year maximum for a further period of no more than 12 months, or

(e) where the Employee is engaged to undertake a distinct and identifiable task involving specialised skills, which is funded for a specified period in accordance with **clause 18.3(d)**, and the funding is payable for a period of more than 3 years and there are no reasonable prospects that the funding will be renewed after the end of that period, the Employer is permitted one extension beyond the three year maximum for a further period of no more than 12 months, or

(f) for an Employee who is posted overseas or

(g) for an Employee who is engaged under the contract in relation to a training arrangement of longer than three years duration.

18.5 If a fixed term appointment exceeds the limitations described in this clause the Employer will be required to make the Employee an offer of ongoing employment in accordance with **clause 18.6**.

18.6 Process for conversion where fixed term employment in the same or a substantially similar position exceeds three years duration

(a) Notwithstanding **clause 18.1** to **18.5**, where the Employer seeks to engage an Employee beyond the limitations described in this clause, the Employer is required to offer the Employee ongoing employment, prior to the conclusion of the Employee's fixed term contract, except in the following circumstances:

(i) there are reasonable business grounds not to do so (see **clause 18.6(b)**), or

(ii) in exceptional or unforeseen circumstances.

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(b) For the purposes of **clause 18.6(a)(i)**, and without limitation, reasonable business grounds include the following:

(i) there is no ongoing vacancy or funding for an ongoing position at the same VPS classification or equivalent available in which to place the Employee to undertake the same or similar work that they were performing in the fixed term position; or

(ii) the Employee's position will cease to exist in the coming 12 months.

(c) Where an Employer is required to make an offer to convert to ongoing employment under this clause, the offer of ongoing employment must:

(i) be made in writing; and

(ii) be an offer to convert to ongoing employment at the same VPS Classification or equivalent as the Employee's fixed term role; and

(iii) be consistent with the Employee's existing number of ordinary hours; and

(iv) be given to the Employee at least 21 days before their fixed term employment has reached its maximum duration under this clause.

(d) In the event that the Employer is not required to make an offer under **clause 18.6(a),** the Employer must give written notice to the Employee. The notice must:

(i) advise the Employee that the Employer is not making an offer of ongoing employment; and

(ii) provide details of the reasons for not making the offer, including the reasonable business grounds and/or details of any exceptional or unforeseen or other circumstances that apply; and

(iii) be given to the Employee at least 21 days before their fixed term employment has reached its maximum duration under this clause.

(e) If the Employer fails to make an offer of ongoing employment to an eligible fixed term Employee, the Employee may request in writing conversion to ongoing employment. Approval to convert to ongoing employment will not be withheld unless one of the exceptions in **clause 18.4** applies and doing so would be consistent with **clause 18.6(b)**.

(f) An Employer will not seek to do any of the following with the intention of avoiding its conversion obligations under this clause:

(i) terminating employment, or

(ii) delaying the re-engagement of an Employee, or

(iii) not re-engaging an Employee but instead engage another person to perform the same or substantially similar work, or

(iv) change the nature of the work or tasks an Employee is asked to perform.

18.7 Transitional Arrangements – Fixed Term

(a) The Parties agree that the arrangements **clause 18** will apply to new or extended fixed term contracts entered into from the commencement of the Agreement.

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(b) The Parties agree that for the purposes of the fixed term conversion arrangements outlined in **clause 18.6**, new or extended contracts entered into on or after 6 December 2023, will count towards determining an Employee's eligibility for conversion under this clause.

(c) For fixed term contracts entered into on or after 6 December 2023 but before the commencement of the Agreement, eligibility for conversion for eligible employees will arise at the point the contract is renewed or extended after the commencement of the Agreement.

19. Use of Casual Employment

19.1 The Employer will not use casual labour for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy, or as a means of avoiding obligations under this Agreement.

19.2 In accordance with the principle set out in **clause 19.1**, the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.

19.3 Casual employment will be for not less than three consecutive hours in any day worked except:

(a) where the Employee works from home by agreement with the Employer; or

(b) with the agreement of the Employee.

19.4 Except as expressly provided for, all other provisions of this Agreement apply to casual Employees.

19.5 Casual Conversion

(a) Subject to the operation of **clause 19.5(b)**, the Employer must make an offer of ongoing employment to a currently employed casual Employee under this clause if the Employee has 12 months continuous service and has been employed on a regular and systematic basis for at least the last six months, and the Employee could continue to work as a full or part-time Employee (as the case may be) without significant adjustment. The offer of ongoing employment must be:

(i) made in writing; and

(ii) an offer to convert to ongoing employment at the same VPS Classification or equivalent as the Employee's casual role; and

(iii) consistent with the Employee's existing pattern of hours over the previous six months; and

(iv) subject to the transitional arrangements in **clause 19.6**, given to the Employee within the period of 21 days after the Employee has reached 12 months continuous service.

(b) Notwithstanding **clause 19.5(a)**, the Employer is not required to make an offer under that clause to an Employee if there are reasonable business grounds not to do so (see **clause 19.5(d)**) or if the Employee has been continuously employed for

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12 months but has not been employed on a regular and systematic basis for at least the last six months.

(c) In the event that the Employer is not required to make an offer under **clause 19.5(a)**, the Employer must give written notice to the Employee. The notice must:

(i) advise the Employee that the Employer is not making an offer of ongoing employment; and

(ii) provide details of the reasons for not making the offer, including any reasonable business grounds; and

(iii) be given to the Employee within the period of 21 days after their continuous service has reached 12 months duration.

(d) For the purposes of **clause 19.5(b)**, and without limitation, reasonable business grounds include the following:

(i) that the Employee's position will cease to exist in the coming 12 month period; or

(ii) that the hours of work which the Employee is required to perform will be significantly reduced in the coming 12 month period; or

(iii) that there will be a significant change in either the days or times at which the Employee's hours of work are required to be performed in the coming 12 month period, which cannot be accommodated within the Employee's availability; or

(iv) that making the offer would be inconsistent with the section 8 of the PAA (Public Sector Employment Principles).

(e) Where the Employer makes an offer of ongoing employment to a casual Employee, the Employee must respond in writing within 21 days stating whether the Employee accepts or declines the offer. If the Employee does not provide a written response within 21 days, the Employee will be taken to have declined the offer.

(f) If the Employer fails to make an offer of ongoing employment to an eligible casual Employee, the Employee may request in writing conversion to ongoing employment. Approval to convert to ongoing employment will not be withheld unless one of the exceptions in **clause 19.5(b)** applies.

19.6 Transitional Arrangements – Casual Conversion

The Employer will have six months from the commencement of the Agreement, to review the service history of existing casual Employees to determine if the casual conversion arrangements in **clause 19.5** apply and if so, to take the necessary action in order to comply with those conversion requirements.

20. Employment Categories and Entitlements

20.1 Basis of Employment

Employees may be employed on:

(a) an ongoing basis; or

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(b) a fixed term basis; or

(c) a casual basis.

20.2 Job Information

(a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for their position.

(b) A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with **clause 18**.

(c) The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.

(d) The Employer will provide the Employee with a copy of this Agreement and information regarding the role of Unions and/or Workplace Delegates under the terms of this Agreement.

(e) The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about Agency structures and policies within the framework of employment in the VPS. The Employer will ensure that Unions are provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.

20.3 Probationary Period – New Employee

(a) New Employees, other than casual Employees, commence employment on a probationary basis for a period of six months (the Probationary Period).

(b) In this clause, 'New Employee' means an Employee on their commencement of employment with the VPS. 'New Employee' does not include an Employee with six months or more continuous employment in the VPS.

(c) The Probationary Period of a New Employee is reduced by any period of continuous employment in the VPS, immediately preceding the commencement of employment, including any fixed term employment but not including casual employment.

(d) For the purpose of **clause 20.3(c)**, in determining whether there has been a break in service, the Employer will reasonably consider short breaks between periods of service. A short break in service, including one caused by a pattern of work, will be treated as if there had been no break in service, provided the Employee advises the previous and new Employers prior to ceasing employment, where practicable.

(e) Performance during probation

If the Employer identifies conduct or performance issues during the probationary period, the Employer will counsel the Employee during the Probationary Period in relation to their conduct or performance and provide a written record of such counselling to the Employee.

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(f) Confirmation of employment

Unless the employment is terminated earlier in accordance with **clause 20.3(g),** at the completion of the Probationary Period the Employee's employment is confirmed.

(g) Termination of Employment

(i) A probationary Employee may resign at any time by giving a minimum of two weeks written notice to the Employer, or a shorter period that is agreed with the Employer.

(ii) In the event that the Employee's conduct or performance during the Probationary Period is unsatisfactory, the Employer may terminate the probationary Employee's employment by giving two weeks' notice or two weeks' pay in lieu of notice.

(iii) Any notice period must be given no later than two weeks' prior to the end of the Probationary Period. Alternatively, the Employee's employment may be terminated by giving two weeks' pay in lieu of notice prior to the end of the Probationary Period.

(iv) A probationary Employee's employment may be terminated without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the *Fair Work Regulations 2009*).

(v) An Employee's absence from work for any period during the Probationary Period does not inhibit the Employer from terminating the Employee's employment under this subclause.

20.4 Part-time Employment

(a) Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.

(b) Part-time employment is for not less than three consecutive hours in any day worked except:

(i) if the Employee works from home by agreement with the Employer; or

(ii) with the agreement of the Employee.

(c) Part-time employment may be worked only by agreement between the Employee and the Employer, where that agreement includes a roster specifying:

(i) the days in each fortnight the Employee will work; and

(ii) the start and finish times on the days which the Employee will work; and

(iii) the number of hours the Employee will work on each day they work; and

(iv) agreed processes for the variation of hours of work.

(d) Rostered hours agreed under **clause 20.4(c)** will be considered the Employee's ordinary hours.

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21. Usual Place or Places of Work

21.1 The Employer must determine a usual place or places of work for an Employee.

21.2 The Employer may change an Employee's usual place or places of work, on either a temporary or permanent basis, in accordance with this clause.

21.3 For any change to an Employee's usual place or places of work:

(a) The Employer must consider any alternative proposal put by an Employee who can demonstrate hardship in their personal circumstances arising from the change; and

(b) The Employer must consider any disabilities the Employee may have and whether because of that, the Employee would be adversely affected by a change to work location; and

(c) The Employer must ensure that any mobility aids or reasonable adjustments in place for an Employee continue at the new place or places of work.

21.4 Definitions

(a) **Work Area** means the Melbourne CBD or a Suburb or Regional Town

(b) **Melbourne CBD** means any location on or within the areas:

(i) from Flinders Street to Queensberry Street; and

(ii) from Spencer Street to Lansdowne Street; and

(iii) from the corner of Queensberry and Peel Street south to the Queen Victoria Market and along Dudley Street to Spencer Street; and

(iv) along Victoria Street to Rathdowne Street; and

(v) the Docklands; and

(vi) Southbank;

or a location in close proximity to any of these areas.

(c) **Suburb or Regional Town** means the area covered by the official postal subdivisions which apply to the location and any adjacent Suburb or Town which is within close proximity to the location.

21.5 Temporary change to usual place or places of work

(a) Temporary change to usual place or places of work within a Work Area

The Employer may change the usual place or places of work of an Employee within a Work Area by providing the Employee with at least 24 hours' notice, or a lesser period if agreed.

(b) Temporary change to usual place or places of work to a different Work Area

(i) The Employer may change the usual place or places of work of an Employee to a different Work Area on a temporary basis, by providing the Employee with at least two weeks' notice, or a lesser period if agreed.

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(ii) Any additional travelling time for the Employee arising from the change will be regarded as time worked.

(iii) The Employer must have regard to the Employee's practicable commuting options and personal circumstances, including childcare arrangements, in implementing the change.

21.6 Permanent change to usual place or places of work which does not require residential relocation

(a) Permanent change to usual place or places of work within a Work Area

The Employer may permanently change an Employee's usual place or places of work within a Work Area by providing two weeks' notice or a lesser period if agreed. The Employer must also pay the applicable disturbance allowance at **clause 21.6(c)**.

(b) Permanent change to usual place or places of work to a different Work Area

(i) The Employer may permanently change an Employee's usual place or places of work to a different Work Area by:

- providing notice as set out in **clause 21.6(b)(iii)**, or a lesser period if agreed, and
- payment of the applicable disturbance allowance at **clause 21.6(c)**in compensation for all disturbance factors arising from the change.

(ii) The Employer must have regard to the Employee's practicable commuting options and personal circumstances, including childcare arrangements, in implementing the change.

(iii) The minimum notice period required for a permanent change to the usual place or places of work to a different Work Area is outlined in the table below.

Table 8: Notice provide for a permanent change to usual place or places of work to a different Work Area

Distance/Time	Total notice period required
For the first 30 mins of additional daily travel time required or 30 kilometres additional daily distance or part thereof	2 weeks
For between 31-60mins of additional daily travel time or 60 kilometres additional daily distance or part thereof	4 weeks
For over 61mins of additional daily travel time or over 90 kilometres additional daily distance or part thereof	5 weeks

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(c) Disturbance allowance

(i) The Employee is entitled to a once only allowance in compensation for all disturbance factors arising from the change in accordance with **clause 21.6**. The Employee will be paid for extra daily travel the greater of the distance or time calculation set out in the table below, based on the most direct route to the new usual place or places of work.

(ii) Extra daily travel is the difference in distance/travel time when comparing the current distance/travel time from the Employee's current residence to the current place/places of work with the distance/travel time from the Employee's current residence to the proposed place/places of work.

Table 9 - Disturbance allowance for extra travel distance or time per day

Date of effect			
1 May 2024	**1 May 2025**	**1 May 2026**	**1 May 2027**
1. Fewer than 10 kilometres extra distance travelled			
No allowance payable			
2. 10 kilometres or more for the first 30 mins of extra travel time required or 30 kilometres distance or part thereof			
$1,645	$1,694	$1,745	$1,797
3. 31-60mins of extra travel time or 60 kilometres extra distance or part thereof			
$3,290	$3,389	$3,491	$3,596
4. 61-90mins of extra travel time or 90 kilometres extra distance or part thereof			
$4,935	$5,083	$5,235	$5,392
5. 91-120mins or more of extra travel time or 120 kilometres or more of extra distance or part thereof			
$6,580	$6,777	$6,980	$7,189
6. Each extra 30 minutes or 30 kilometres or part thereof beyond that provided for above, where it is reasonable and safe for the Employee to travel to the new work location			
$1,645	$1,694	$1,745	$1,797

21.7 Permanent relocation of the usual place of work requiring residential relocation

(a) Residential Relocation principles

Where the Employer changes the Employee's usual place or places of work from one work location to another and it is reasonable and necessary for an Employee to move residence as a result, the Employee will be entitled to:

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(i) up to three days' paid leave associated with the relocation; and

(ii) the reimbursement of reasonable expenses associated with the relocation as per **clause 21.7(b).**

The types of expenses agreed to be reimbursed are to be agreed in-principle between the Employer and Employee prior to the relocation of the usual place or places of work.

(b) Reasonable relocation expenses

Relocation expenses include reasonable expenses directly incurred by the Employee and their family as a result of:

(i) the journey to the new location, including meals and accommodation;

(ii) removal, storage and insurance; and

(iii) selling and purchasing of a comparable residence.

21.8 Employee initiated changes to the usual place or places of work.

(a) Flexible Work Arrangements – Employee Requests for change to usual place or places of work.

An Employee may request a change to their usual place or places of work in accordance with **Clause 10** (Flexible Work Arrangements – Specific Circumstances).

(b) Reimbursement of expenses

(i) The Employer may, reimburse the reasonable relocation expenses of the successful applicant, upon acceptance of the role, where the Employer considers that it is reasonable and necessary for an Employee to move residence in order to commence in the role, due to a promotion or transfer as a result of an advertised vacancy or redeployment. Any reasonable relocation expenses (including the quantum) should be agreed between the Employer and Employee prior to any relocation.

(ii) The Employer should advise the Employee of the availability of any relocation expenses that may be available when discussing the offer of employment with the successful candidate. Employees should not apply for roles or incur relocation expenses with the expectation they will be covered by the Employer, without first consulting the Employer.

22. Termination of Employment

22.1 Termination by Employer

Subject to this Agreement the Employer may only terminate the employment of an Employee for the reasons outlined in section 33 of the PAA.

22.2 Notice of termination by Employer

(a) In order to terminate the employment of an Employee, other than a casual Employee, the Employer must give to the Employee the following notice period:

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Table 10: Notice of termination by Employer

Employee's period of continuous service with the Employer	Minimum period of notice
No more than 3 years	2 weeks
More than 3 years	4 weeks

(b) In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

(c) Payment in lieu of the notice will be made if the Employer notifies the Employee that the Employer does not require the Employee to work the entirety of the applicable notice period. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

(d) In calculating any payment in lieu of notice, the Employer will use the salary an Employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated.

(e) The period of notice in this clause will not apply to dismissal for serious misconduct.

22.3 Employee Resignation

(a) Unless otherwise agreed by the Employer and an Employee, an Employee other than a probationary Employee may resign at any time by giving a minimum of four weeks' written notice to the Employer.

(b) In the event an Employee resigns and elects to leave before serving the required notice period, the balance of the notice period not served will not be paid out by the Employer.

22.4 Abandonment of Employment

(a) Abandonment of employment is the unapproved absence of an Employee without reasonable grounds as described in **clause 22.4(b).**

(b) The Employer is entitled to regard the employment of an Employee as abandoned if:

(i) the Employee has been absent for more than 20 working days without the approval of the Employer; and

(ii) the Employee has not provided the Employer with a reasonable explanation for their absence; and

(iii) the Employer, after having made reasonable inquiries, could not reasonably be aware of any reasonable grounds for the absence.

(c) Abandonment of employment constitutes grounds for termination by the Employer if the employment has not otherwise ended.

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(d) If the Employer terminates an Employee's employment due to abandonment of employment, the Employer will provide notice of termination or pay in lieu of notice in accordance with **clause 22.2**.

22.5 Statement of Employment

(a) The Employer must, on receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of their employment and the classification of or the type of work performed by the Employee.

(b) Where the Employer terminates an Employee's employment, the Employer must, at the Employee's request, provide a written statement of the reasons for dismissal.

22.6 Rights Not Limited

This clause does not limit the rights of Employees to pursue any other legal remedy in respect of termination of employment.

23. Costs of Employment Related Legal Proceedings

23.1 If an Employee is required to attend or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to the Employee's appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or a Coroner's inquest.

23.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing their duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.

23.3 Where, as a direct consequence of the Employee legitimately and properly performing their duties, it is necessary to obtain an intervention order or similar remedy against a person, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.

23.4 An Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

23.5 This clause does not require the Employer to meet any Employee legal costs incurred in response to an employment related act, process or decision of the Employer.

24. Working From Home

24.1 Working from home arrangements may be agreed between the Employer and an individual Employee on a case by case basis, having regard to **clause 8** of the Agreement.

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25. Redeployment

Redeployment Principles are set out in **Schedule A**.

26. Management of Unsatisfactory Work Performance

26.1 The purpose of this clause is to:

(a) support Employees with unsatisfactory work performance to improve their performance to the required standard; and

(b) ensure that unsatisfactory work performance is addressed expeditiously; and

(c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably;

(d) ensure Employees are treated fairly and reasonably regardless of their gender or any other Attribute; and

(e) provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

26.2 Application

(a) Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to unsatisfactory work performance will be consistent with this clause.

(b) This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

26.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with **clause 27** (Management of Misconduct). Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 27** (Management of Misconduct).

26.4 Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to behave in the ways described in the Code of Conduct for Victorian Public Sector Employees as issued under section 61 of the *Public Administration Act 2004* or perform to the required standards or expectations of their role.

26.5 Procedural fairness to apply

(a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.

(b) All parties involved in the process will commit to completing it as quickly as practicable.

(c) Before commencing formal unsatisfactory work performance processes, the Employer must:

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(i) tell the Employee the purpose of the meeting; and

(ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in **clause 26.9**; and

(iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and

(iv) allow the Employee the opportunity to provide details of any mitigating circumstances.

(d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 26**.

26.6 Employee Representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process.

26.7 Prior to commencing the process

Prior to commencing the formal unsatisfactory work performance process, the Employer must:

(a) consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and

(b) have a reasonable expectation that the Employee is capable of meeting the required level of performance. If the Employer and Employee agree that the Employee is not capable of meeting the required level of performance the Employer may reassign the Employee to a suitable alternative position where reasonably practicable. The suitable alternative position may be at a lower grade should both the Employer and Employee agree.

26.8 Commencing the formal unsatisfactory work performance process

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to formally manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

(a) increased supervision; or

(b) changes to the Employee's performance plan; or

(c) mentoring; or

(d) training and professional development; or

(e) increased feedback; or

(f) coaching; or

(g) performance improvement plan.

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26.9 First stage – formal counselling

(a) The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:

(i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage; and

(ii) outline the standard required of the Employee; and

(iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

(iv) provide the Employee with an opportunity to improve within a reasonable timeframe.

(b) The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.

(c) A record of the formal counselling session will be placed on the Employee's personnel file.

(d) The formal counselling record must indicate:

(i) the standard expected of the Employee; and

(ii) where and how the Employee is not meeting this standard; and

(iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

(e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 26.9(a)(iv)** the Employer will notify the Employee that:

(i) the formal unsatisfactory work performance process has been completed; and

(ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

26.10 Second stage – formal written warning

(a) The Employee will be given a formal written warning by the Employer, if:

(i) the Employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 26.9(a)(iv)**; and/or

(ii) the Employee engages in further unsatisfactory work performance.

(b) The Employer must:

(i) advise the Employee of the unsatisfactory work performance; and

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(ii) outline the standard required of the Employee; and

(iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

(iv) provide the Employee with an opportunity to improve within a reasonable timeframe.

(c) The formal written warning must indicate:

(i) the standard expected of the Employee; and

(ii) where and how the Employee is not meeting this standard; and

(iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

(d) The written warning will be placed on the Employee's personnel file.

(e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 26.10(b)(iv)**, the Employer will notify the Employee that:

(i) the formal unsatisfactory work performance process has been completed; and

(ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

(f) A copy of this notification will be placed on the Employee's personnel file.

26.11 Third stage – final warning

(a) The Employee will be given a final written warning by the Employer if:

(i) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 26.10(b)(iv)**; or

(ii) the Employee engages in further unsatisfactory work performance.

(b) The Employer must:

(i) advise the Employee of the unsatisfactory work performance; and

(ii) outline the standard required of the Employee; and

(iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

(iv) provide the Employee with an opportunity to improve within a reasonable timeframe.

(c) The final written warning must indicate:

(i) the standard expected of the Employee; and

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(ii) where and how the Employee is not meeting this standard; and

(iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

(d) The final written warning will be placed on the Employee's personnel file.

(e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 26.11(b)(iv)**, the Employer will notify the Employee that:

(i) the formal unsatisfactory work performance process has been completed; and

(ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

(f) A copy of this notification will be placed on the Employee's personnel file.

26.12 Determination of unsatisfactory work performance outcome

(a) In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 26.9** and **26.10** and on receipt by the Employee of the final written warning in accordance with **clause 26.11**, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.

(b) After considering the Employee's performance and response (including any failure to respond in accordance with **clause 26.12(a)**, the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.

(c) The possible outcomes are:

(i) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range; or

(ii) termination of the Employee's employment.

(d) The Employer will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

26.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 13** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 26.5** has been complied with in the Employer coming to a decision):

(a) a record of formal counselling; or

(b) a formal written warning; or

(c) a final written warning; or

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(d) a notification given to the Employee pursuant to **clauses 26.9(e)**, **26.10(e)** or **26.11(e)**; or

(e) a record of unsatisfactory work performance outcome.

27. Management of Misconduct

27.1 The purpose of this clause is to:

(a) establish procedures for managing misconduct or alleged misconduct of an Employee; and

(b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace; and

(c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and

(d) manage the Employee's performance in accordance with this **clause 27** instead of **clause 26** (Management of Unsatisfactory Work Performance) where the Employer determines that it would be more appropriate.

27.2 Application

(a) Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to misconduct will be consistent with this clause.

(b) This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

27.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

(a) a contravention of a provision of the PAA (Vic), the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment; or

(b) improper conduct in an official capacity; or

(c) a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction; or

(d) an Employee making improper use of their position for personal gain; or

(e) an Employee making improper use of information they acquired by virtue of their position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the VPS or the public sector.

27.4 Referred matters under clause 26

Any matters that have arisen under the management of unsatisfactory work performance process in **clause 26** may be considered in the misconduct process pursuant to this **clause 27**.

27.5 Employee representation

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An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the misconduct process.

27.6 Procedural fairness to apply

(a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness.

(b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.

(c) The Employer will:

(i) advise the Employee of the purpose of any meetings; and

(ii) provide the Employee with a copy of the formal process to be followed; and

(iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and

(iv) allow the Employee the opportunity to provide details of any mitigating circumstances.

(d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 27**.

27.7 Directions

(a) Where Employee misconduct is alleged, the Employer may do any of the following:

(i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 27.10**; and/or

(ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **clause 27.10**; and/or

(iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or

(iv) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or

(v) suspend the Employee with pay.

(b) In the event that the Employer suspends the Employee with pay under **clause 27.7(a)(v)**, the Employer will:

(i) review this decision no later than a date which is four weeks after the commencement of the suspension; and

(ii) confirm whether the suspension is to continue or is no longer necessary.

(c) The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 27**.

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27.8 Advising the Employee

(a) As soon as practicable after an allegation of misconduct has been made and the Employer has determined in accordance with **clause 27.7(a)(i)** or **clause 27.7(a)(ii)** that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.

(b) The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

27.9 Admissions by Employee

(a) The Employee may at any stage elect to admit the alleged misconduct.

(b) If the Employee admits the alleged misconduct, the Employer may:

(i) determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or

(ii) may proceed immediately to the determination of the misconduct **clause 27.12** by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with **clause 27.11**.

27.10 Investigation of alleged misconduct

(a) Where an investigation is required, the Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.

(b) The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

(c) The investigation may include:

(i) collecting any relevant materials; and

(ii) speaking with the Employee; and

(iii) speaking with any relevant witnesses; and

(iv) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct; and

(v) seeking an explanation from the Employee; and

(vi) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

(d) In relation to each allegation of misconduct, the investigator will make findings as to whether:

(i) the allegation is substantiated; or

(ii) the allegation is not substantiated.

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(e) Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the Employer, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

(f) Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome.

27.11 Opportunity for response by Employee

(a) As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.

(b) The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

27.12 Determination of discipline outcome

(a) The Employer will consider:

(i) the findings of the investigator; and

(ii) any recommendations as to the appropriate disciplinary outcome; and

(iii) any response of the Employee (including any admission of misconduct under **clause 27.9**); and

(iv) any prior disciplinary outcomes,

and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

(b) The possible discipline outcomes are:

(i) no action; or

(ii) performance management; or

(iii) formal counselling; or

(iv) formal warning; or

(v) final warning; or

(vi) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:

- Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee with or without their agreement to a different work location;

- Where the disciplinary outcome includes a transfer of the Employee to a different work location, this will not preclude the Employee from being

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entitled to payment of any applicable relocation allowance in accordance under **clause 21** (Usual Place or Places of Work);

(vii) transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with **clause 21** (Usual Place or Places of Work); or

(viii) termination of employment.

(c) In order to avoid a more severe discipline outcome being applied to an Employee, the Employer may apply the discipline outcomes listed in **clause 27.12(b)(ii)** to **27.12(b)(vii)** together to form a single disciplinary outcome.

(d) The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

27.13 Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Employer must advise that Employee that the allegation has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

27.14 Disputes

(a) Any dispute arising under this clause may only be dealt with in accordance with **clause 13** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 27.6** has been complied with in the Employer coming to a decision):

(i) a record of formal counselling; or

(ii) a formal written warning; or

(iii) a final written warning; or

(iv) a record of discipline outcome.

(b) Despite **clause 27.14(a)**, a party to a misconduct investigation, may use **clause 13** (Resolution of Disputes) over the application of **clause 27.6(b)** when:

(i) an allegation of misconduct has not been made under **clause 27.8**, within eight weeks of the Employer having formally advised the Employee that it is taking steps in accordance with **clause 27.7(a)**, except where the delay is beyond the Employer's control which may include engagement with integrity agencies or Victoria Police, or

(ii) a misconduct investigation under **clause 27.10** has not been completed within six months of the Employee being advised of alleged misconduct under **clause 27.8**, and

the party considers the delay to be unreasonably caused by the other party.

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27.15 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **clause 27** is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this **clause 27** but the Employer may exercise its discretion to do so.

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Part 5 Salary and Related Matters

28. Application

28.1 Classification and progression arrangements are set out in **clauses 29** and **31** of this Agreement, subject to the following:

(a) **Clause 29** does not apply to Employees covered by Non-VPS Aligned Adaptive Structures (Child Protection Practitioner stream, Children, Youth and Families stream, Youth Justice Workers, Forensic Officers and Ministerial Transport Officers) (see **clause 2** of **Schedule G**) as set out at **clause 31**; and

(b) **Clause 31**, with the exception of **clause 31.3(d),** does not apply to Forensic Officers; and

(c) **Clause 29** and **31** do not apply to Forensic Nurse Examiners or Forensic Nurse (Biological Specimen) Employees employed under **Part 12** of the **Appendix 1**.

28.2 Classification and Salaries – Non-VPS Aligned

(a) Special arrangements are set out **clause 2** of **Schedule G** to this Agreement in relation to the following occupational groups that have classification arrangements that are different to the main VPS classification system as set out in this **Part 5**:

(i) Child Protection Practitioner (CPP) stream;

(ii) Children, Youth and Families (CYF) stream;

(iii) Youth Justice Workers;

(iv) Forensic Officers.

(b) Employees will be employed within one of these Grades based on work requirements in accordance with the corresponding Grade and Classification Descriptors set out in **Section II – Agency Specific Arrangements** to this Agreement.

29. Classifications and Salaries – VPS and VPS Aligned Adaptive Structures

29.1 Positions will be classified within the VPS Structure, or the following Adaptive classification structures aligned to it, based on work value:

(a) Legal Officer

(b) Allied Health

(c) Science

(d) Custodial Officer

(e) Housing Services Officer

(f) Housing Customer Services Officer

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(g) Court Registrar

(h) Sheriff's Officer

(i) Community Corrections Practitioner

(j) Fisheries Officer

(k) Police Custody Officer

(l) Ministerial Transport Officers

29.2 Classifications are divided into Grades and Value Ranges.

29.3 Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Classification and Value Range Standard Descriptors at **Schedule C** to **Schedule F** and **Section II** (Agency Specific Arrangements) to this Agreement.

29.4 **Clause 29.8** deals with the arrangements for the use of the VPS 1 classification.

29.5 Employees participating in the VPS Graduate Program are appointed within the VPS core Structure. The Adaptive Classification Structures and associated classification and salary on appointment arrangements outlined in **clause 29.7** do not apply.

29.6 Movement Between Value Ranges

(a) Employees and/or positions can move between Value Ranges.

(b) Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors as set out in this Agreement.

29.7 Classification and Salary on Appointment

(a) Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Classification and Value Range Standard Descriptors relevant to the Employee's role as set out in this Agreement.

(b) Qualifications

(i) The qualification related salary minimums in **clause 29.7(b)(ii)** apply to the following occupational categories. These may be varied in individual structures:

- Fisheries Officers,
- Community Corrections Practitioners,
- Court Registrars,
- Sheriff's Officers,
- Custodial Officers,
- Legal,

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- Allied Health,
- Housing Services Officers
- Housing Customer Services Officers, and
- Science

(ii) Qualification related Salary minimums in the table below apply for mandatory three and four-year degrees required by professions that are regulated by law (including professional registration). The relevant degree or diploma minimum rate applies if the Employer requires an Employee to hold or obtain the qualification.

Table 11: Qualification related salary minimums

Qualification	Salary point
Certificate III (Trade qualification)	VPS salary point 2.1.1
Relevant Degree or Diploma	VPS salary point 2.1.5
Certificate IV	VPS salary point 2.1.7
Mandatory 3-year degree.	VPS salary point 2.2.2
Mandatory 4-year degree	VPS salary point 2.2.4

(iii) If a new qualification is introduced to a classification structure during the life of the Agreement, the qualification related Salary minimums in the table above will apply.

(c) Subject to **clause 29.9** of this Agreement, in determining whether to recruit an Employee above the base Salary point of the relevant Value Range, the Employer will have regard to the following matters:

(i) an assessment of whether the existing remuneration of the individual (or recent previous remuneration or attained VPS salary point for the same or similar role) would require paying above the base; and

(ii) appointment will be to a Progression Step within the relevant Value Range; and

(iii) the gender equity effects of appointments.

(d) The gender equity effects of appointments above the base salary point of the relevant Value Range will be monitored by the Victorian Public Service Commission over time.

29.8 VPS 1 Classification

(a) The VPS 1 classification is a training Grade for employees participating in formal trainee or cadetship programs or other similar VPS wide entry level employment programs. Employees classified as VPS 1 who are not participating in a formal employment program of this nature will transition to the VPS 2 classification.

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29.9 Transitional arrangements - For existing VPS 5 to 7 classified Employees employed prior to the commencement of this Agreement.

(a) Employees appointed to VPS Grade 5 to 7 before the commencement of this Agreement, who are receiving a salary that is not aligned to a progression step amount in Schedule C, will continue to be paid according to that salary and will, subject to **clause 31** (Performance Development and Progression within a Value Range), be eligible to receive applicable progression step amounts in addition to that salary, until such time they are appointed to a new position, promoted or reach the top of their grade or value range.

(b) An Employee covered by the transitional arrangements in this clause who achieves progression under **clause 31** of this Agreement, will have the relevant progression amount for their grade added to their salary with the same date of effect as under **clause 31**:

Table 12: Transitional Arrangements for existing VPS 5 to 7 – Progression Amounts

Grade	1 July 2024	1 July 2025	1 July 2026	1 July 2027
VPS 5	$3,289	$3,388	$3,490	$3,595
VPS 6	$4,153	$4,278	$4,406	$4,538
VPS 7	$6,823	$7,028	$7,239	$7,456

30. Gender Equality

30.1 Gender Pay Equity Principles

The provisions of this Agreement are to be interpreted consistently with the following gender pay equity principles:

(a) Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal in terms of skill, effort, responsibility and working conditions. This includes work of different types.

(b) Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.

(c) Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

(d) Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who undertake unpaid and/ or caring work.

(e) Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.

(f) Participation and engagement: Workers, unions and employers work collaboratively to achieve mutually agreed outcomes.

(g) Recognising intersectional gender inequality: Employment and pay practices account for and recognise that gender inequality may be compounded by other

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forms of disadvantage or discrimination that a person may experience based on factors including age, disability, gender identity, race, religion, sexual orientation and being of Aboriginal or Torres Strait Islander descent.

30.2 Meaning of 'Pay'

In this clause, 'pay' refers to remuneration including but not limited to salary, bonuses, overtime payments, allowances and superannuation.

30.3 Commitment to collaborative approach to achieving gender pay equity

The Employer will work collaboratively with Employees and the Union to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination across the VPS.

30.4 Claims relating to systemic gender equality issues

(a) A systemic gender equality issue means an issue of a systemic nature within an Employer, or multiple VPS Employers, which adversely affects a class or group of employees of the Employer (or multiple VPS Employers), relating to:

(i) The gender composition of any or all workforce levels of the Employer (or multiple VPS employers); or

(ii) The gender composition of governing bodies; or

(iii) Equal remuneration for work of equal or comparable value across any or all workforce levels of the Employer or multiple VPS Employers, irrespective of gender; or

(iv) Sexual harassment in the workplace; or

(v) Recruitment and promotion practices in the workplace; or

(vi) Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or

(vii) Gendered workplace segregation.

(b) The Union and/or a class or group of Employees (Claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (Claim) in accordance with this clause.

(c) A Claim or Claims under this clause must be made in writing to the Employer/s.

(d) In the first instance the Claim should include sufficient detail for the Employer to make a reasonable assessment of the nature of the Claim, the employees impacted by the Claim and any proposals to resolve the Claim.

(e) The Employer must meet and discuss the Claim with the Claimant prior to responding to the Claim.

(f) The Employer must respond to the Claim in writing to the Claimant, within a reasonable time, including enough details in the response to allow the Claimant to understand the Employer's response to each element of the Claim, including reasons why the Claim is accepted or rejected.

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(g) If the Claim is unable to be resolved between the Employer and the Claimant/s, either the Claimant/s or the Employer may refer the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.

(h) Common Claims against multiple VPS Employers may be referred to the Commissioner if the Claims relate to a systemic gender equality issue which adversely affects a class or group of Employees from each VPS Employer, and the Claims are referred by any of the Parties in **clause 4.1** of this Agreement.

(i) In dealing with a Claim, the Commissioner:

(i) Must consider the Gender Pay Equity Principles; and

(ii) Must be objective and free from assumptions based on gender; and

(iii) Must acknowledge that current pre-existing views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender; and

(iv) Must ensure that skills, responsibilities, effort and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and

(v) Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation. and

(vi) Must deal with the Claim in a manner that is independent of the Employer or the Claimant; and

(vii) Must consider evidence that the Claim may not be isolated to the Employer subject to the Claim but may affect Employees from multiple VPS Employers or other public sector employers not covered by this Agreement; and

(viii) May jointly deal with a Claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and

(ix) Must consider the views of the Claimant prior to jointly dealing with multiple Claims or disputes; and

(x) May otherwise deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic). This can include mediation, conciliation, making recommendations or offering opinions.

(j) If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Employer may refer the Claim to the FWC as a dispute of a collective character for resolution pursuant to **clause 13.10** or **13.11**.

(k) This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

(l) A Claimant may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

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(m) The Claimant and Employer and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(n) Whilst a Claim is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.

30.5 Gender Equality Action Plans

The Employer will consult with the CPSU in the preparation of Gender Equality Action Plans under the *Gender Equality Act 2020* (VIC).

31. Performance Development and Progression within a Value Range

31.1 Performance Cycle and Review

(a) The performance development and review process is the framework within which an Employee's performance and development is planned, managed and reviewed to determine whether an Employee is entitled to Progression or a Top of Grade or Value Range Payment at the end of the Performance Cycle.

(b) "**Progression**" means advancing to the next Progression Step in accordance with this clause. Progression Steps are set out in the table at **clause 1** of **Schedule C** (or relevant part of **Section II** of this Agreement for Non-VPS Aligned Adaptive Structures).

(c) "Top of Grade or Value Range Payment" means the 1.5 per cent lump sum of the Employee's Salary as at 30 June of the Performance Cycle, paid in accordance with this clause to an Employee at the top of their Grade or Value Range in lieu of Progression.

(d) The Performance Cycle is twelve months (1 July to 30 June).

(e) All Employees must participate in the performance development and review process, including in the development of performance development plans and conduct of performance discussions and reviews.

(f) Employees who refuse to participate in the performance development and review process will be ineligible for Progression or Top of Grade or Value Range Payment, unless the Employee's lack of participation is due to the Employer's failure to initiate the performance development process.

(g) The performance development and review process has three formal stages:

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Table 13: Performance development and review process

Stage	Description
Commencement of the Performance Cycle	Employer and Employee agree on a performance development plan outlining: • the agreed performance goals appropriate to the Employee's role; and • the agreed learning and development goals required for the Employee's role and/or to build the Employee's professional capacity and career opportunities. In addition, the Employee is expected to comply with the Public Sector Values and Code of Conduct for Victorian Public Sector Employees. Collectively these three elements constitute the Employee's Progression Criteria. The expected standard for the setting of Progression Criteria is outlined in **clause 31.2**.
Mid-Cycle Performance Review	Undertaken around the mid-point of the Performance Cycle, the Employer and Employee meet to monitor and assess the Employee's performance towards meeting their Progression Criteria.
End of Cycle Performance Review	Undertaken at the end of each Performance Cycle during which the Employee's performance throughout the Performance Cycle is assessed to determine whether they have met the Progression Criteria.

(h) All Employees can expect informal and formal feedback about their performance throughout the Performance Cycle from their supervisor or manager.

31.2 Progression Criteria

(a) The Progression Criteria are to be agreed with each Employee at the start of the Performance Cycle or on the Employee's commencement in a role. The Progression Criteria may be adjusted by agreement during the Performance Cycle.

(b) Progression Criteria should be sufficiently detailed and clear to enable proper assessment of performance to occur and be consistent with the Employee's role, skills, capabilities and the relevant Classification Descriptors outlined in **Schedule C** of the Agreement. The expected capabilities, responsibilities and behaviours appropriate to the role may be weighed and combined to develop the Progression Criteria.

(c) Central to the performance development and review process is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant Progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

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(d) Setting Progression Criteria

(i) VPS 1 to 4 Classified Employees (or equivalent)

For VPS Grades 1 to 4 (or equivalent), Progression Criteria will not be as onerous as those required for VPS 5 through VPS 7 (or equivalent).

While VPS Grades 3 and 4 (or equivalent) are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed Progression Criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the Salary points.

(ii) VPS 5 to VPS 7 (or equivalent)

In setting Progression Criteria for VPS 5 to VPS 7 (or equivalent) classified Employees it is expected Progression Criteria will:

- include measures of excellence and skill acquisition; and
- be commensurate with the higher level of responsibility expected of positions of these Grades; and
- be more challenging and difficult to achieve.

(e) Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to build professional capacity and career opportunities.

(f) Employees will have access to appropriate learning and development opportunities, regardless of their gender or any other Attribute.

31.3 Progression Steps and Top of Grade or Value Range payment

(a) Within each Value Range of Grades 1 to 7 there are Progression Steps (expressed Salary points) as detailed in the table at **clause 1** of **Schedule C**.

(b) Progression Steps and Progression Amounts (where relevant) for Employees covered by a VPS Aligned Adaptive Structure or Non-VPS Aligned Adaptive Structure are outlined in the relevant structures as detailed in **Section II** of this Agreement.

(c) Progression Steps within Value Ranges are not points of defined work value. Progression within the salary structure will not be automatic, consistent with wage fixing principles.

(d) An Employee at the top of their Grade or Value Range who achieves Progression (as described in **clause 31.7**), will, in lieu of a Progression Step, receive a top of Grade or Value Range Payment equal to one and a half per cent (1.5%) of the Employee's Salary as at 30 June of the relevant Performance Cycle.

(i) The increase to the top of band or value range payment from 1 per cent to 1.5 per cent, which is given effect to by **clause 31.3(d)** will be applied from the Performance Cycle concluding on 30 June 2024.

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31.4 Eligibility requirements for Progression or a Top of Grade or Value Range Payment

(a) An Employee is eligible to be considered for a Progression or a Top of Grade or Value Range Payment when the Employee:

(i) has been continuously employed in the VPS for 12 months as at the end of the Performance Cycle;

(ii) subject to the operation of **clause 31.4(c)(ii)** and **31.4(c)(iii)**has been employed at their current substantive classification and progression point for 12 months at the end of the Performance Cycle; and

(iii) has a current PDP in place (unless **clause 31.7(c)** is relevant).

(b) An Employee is not eligible to be considered for a Progression or Top of Grade or Value Range Payment in respect of a Performance Cycle if:

(i) the Employee has been continuously employed in the VPS for less than 12 months as at the end of the Performance Cycle; or

(ii) the Employee obtained a promotion to a position at a higher Grade or Value Range, or otherwise negotiated a salary increase, within the performance cycle; or

(iii) the Employee was subject to a formal underperformance process under **clause 26** at any time during the Performance Cycle; or

(iv) the Employee is subject to proven misconduct as per **clause 27** during the course of the Performance Cycle. If the investigation of alleged misconduct spans more than one Performance Cycle, the eligibility exclusion is to be applied in the Performance Cycle in which the determination of the discipline outcome (under **clause 27.12** of the Agreement) is made. If a misconduct investigation is ongoing but has not yet concluded the Employee is eligible to be considered for Progression or Top of Grade or Value Range payment but the Employer is not precluded from considering matters which have arisen under **clause 27** in assessing whether the Employee has met their Progression Criteria where it is fair and reasonable to do so.

(c) For the purposes of this clause a promotion does not include any moves to the next Grade or Value Range:

(i) which resulted in the Employee receiving less than the equivalent of one progression step, or

(ii) was achieved as a result of obtaining relevant work experience or a qualification which is part of an automatic career advancement pathway established in an Agency Specific Appendix or completing the VPS Graduate Program, or

(iii) occurred following a job-re-sizing review process conducted under **clause 29.6**(Movement between Value Ranges).

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31.5 Eligibility requirements for Progression or Top of Grade or Value Range Payment – Higher Duties

(a) If an Employee has been acting in a higher position for a period of twelve months at the end of the Performance Cycle and neither **clause 31.4(b)(ii)**, **31.4(b)(iii)** or **31.4(b)(iv)** apply to the Employee, the Employee will be eligible to be considered for Progression or a Top of Grade or Value Range Payment for continued performance of the higher duties beyond 12 months.

(b) If an Employee progresses to the next progression step while acting in a higher position they will progress to the next Progression Step within their substantive Grade (if applicable).

(c) An Employee who has been acting in a higher position for a period of less than twelve months at the end of the Performance Cycle, may be eligible to be considered for Progression or a Top of Grade or Value Range payment at their substantive Grade or Value Range, if they are not otherwise ineligible because of the operation of **clause 31.4**.

31.6 Progression payments for Employees returning from Primary Caregiver Parental leave

(a) An Employee is entitled to advance two progression steps or be paid two Top of Grade or Value Range payments (or a combination of both, where relevant) in the following circumstances:

(i) The Employee was not considered for Progression or a Top of Grade or Value Range payment due to the Employee's absence on a period of Primary Carer Parental Leave not exceeding 104 weeks; and

(ii) The Employee is otherwise eligible to be considered for Progression or a Top of Grade or Value Range Payment; and

(iii) The Employee is assessed as meeting progression criteria in the Performance Cycle in which the Employee returns to work.

(b) Any Progression or Top of Grade or Value Range payment will be processed by the Employer at the same time as other progression outcomes resulting for the Performance Cycle following the Employee's return to work.

(c) An Employee's absence from work on parental leave for part of a relevant Performance Cycle must not disadvantage the Employee in the Employer's application of the Progression Criteria.

31.7 Achieving Progression or Top of Grade or Value Range Payment

(a) Progression between progression steps or the payment of a Top of Grade or Value Range payment will occur if the Employee:

(i) meets the eligibility requirements set out in **clause 31.4** or **clause 31.5**(as relevant); and

(ii) is assessed as having met their Progression Criteria at the End of Cycle Performance Review.

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(b) An End of Cycle Performance Review is undertaken at the end of each Performance Cycle. The Employee's performance against the Progression Criteria is assessed by their supervisor or manager at that time.

(c) An Employee will not be disadvantaged where through the Employer's act or omission:

(i) learning and development opportunities are not available; or

(ii) a Performance Development Plan is not completed, or

(iii) a Mid-Cycle or End of Cycle Performance Review is not conducted.

(d) An Employee must not be disadvantaged in the Employer's application of the Progression Criteria due to:

(i) their gender or other Attribute.

(ii) their employment status as a part-time employee; or

(iii) a flexible working arrangement.

(e) Where an Employee is assessed as having not met their agreed Progression Criteria, the Employee will not obtain Progression or be paid a top of Grade or Value Range Payment.

31.8 Operation of Progression Steps or Top of Grade of Value Range Payment where progression is achieved

(a) Other than as provided for in **clause 31.8(b)**, progression will take effect backdated to 1 July following the completion of the Performance Cycle to which the progression relates.

(b) For an Employee who:

(i) has been ineligible to be considered for Progression or Top of Grade or Value Range payment for a period of 18 months or longer as a result of the operation of **clause 31.4(b)(i)** or **31.4(b)(ii)**; and

(ii) is assessed as having met their Progression Criteria at the end of the first Performance Cycle in which the employee becomes eligible for progression after the exclusions prescribed in **clause 31.4(b)(i)** or **31.4(b)(ii)** are complete;

progression will take effect backdated to 1 January in the Performance Cycle to which the progression relates, or the Employee's 18 Month Date, whichever is later.

(c) An Employee's 18 Month Date for the purposes of **clause 31.8(b)** is the date 18 months after the Employee commenced employment in the VPS (if **clause 31.4(b)(i)** applies) or the date 18 months from the date of promotion for the purposes of **clause 31.4(b)(ii)**.

(d) Top of Grade or Value Range payments will be paid as a lump sum processed by the Employer at the same time as other progression outcomes resulting for the Performance Cycle.

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32. Salary Increases

32.1 Salary Increases

(a) Employees employed by the Employer at or after the date of commencement of this Agreement will receive the following Salary increases:

Table 14: Salary Increases

Date of Effect	Percentage Increase
1 May 2024	3%
1 May 2025	3%
1 May 2026	3%
1 May 2027	3%

(b) The Salary increases outlined in **clause 32.1** are to apply to the salary ranges set out in **clause 1** of **Schedule C** and the Non-VPS Aligned Classification Structures set out in the relevant part of **Section II** (Agency Specific Arrangements) of this Agreement.

32.2 Increases to Salary caps for certain entitlements

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at date of commencement of this Agreement will be increased by the same increases and from the same operative dates as provided for in **clause 32.1**.

32.3 Allowance adjustment

All work and condition allowances in this Agreement will be increased by the same increases and from the same operative dates as provided for in **clause 32.1**.

33. Once off lump sum payment

33.1 Employees (including Regular Casual Employees but excluding other Casual Employees) will be entitled to receive a once off lump sum payment as outlined in **Table 15** below.

33.2 To be eligible for the once off lump sum payment, the Employee must be employed by the Employer on the date specified in **Table 15** or be a casual employed on a regular and systematic basis as at this date.

33.3 The payment will be made on a pro-rata basis for part-time, Regular Casual Employees and Employees on unpaid leave.

33.4 If the once off lump sum payment falls due prior to the commencement of the Agreement, the payment will be made to eligible Employees as soon as reasonably practicable after the Agreement commences operation.

Table 15: Once-off Lump Sum Payment

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Date of effect	Amount
28 June 2024	$5,600

34. Additional once off lump sum payment for Shift Workers

34.1 An Employee (including Regular Casual Employees but excluding other Casual Employees) who is employed as a Shift Worker will be entitled to receive a once off lump sum payment as outlined in **Table 16** below.

34.2 To be eligible for the payment, the Employee must be employed as a Shift Worker in the VPS on the date specified in **Table 16** or be a Regular Casual Shift Worker employed on a regular and systematic basis as at this date.

34.3 The payment will be made on a pro-rata basis for part-time, Regular Casual Employees and Employees on unpaid leave.

34.4 If the once off lump sum payment falls due prior to the commencement of the Agreement, the payment will be made to eligible Employees as soon as reasonably practicable after the Agreement commences operation.

Table 16: Additional once off lump sum payment for Shift Workers

Date of effect	Amount
1 October 2024	$1,000

35. Casual Employees – Loading

Employees employed on a casual basis will receive a loading of 25 per cent in addition to the applicable hourly rate of pay (based on the applicable Salary for the classification level of the employed position) as compensation in lieu of any entitlement to the following benefits:

35.1 payment for Public Holidays not worked; and

35.2 annual leave and annual leave loading; and

35.3 paid parental leave; and

35.4 paid compassionate leave; and

35.5 paid personal/carer's leave; and

35.6 jury service; and

35.7 defence reserve leave; and

35.8 accident make-up pay; and

35.9 leave to attend rehabilitation programs.

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36. Supported Wage System

The conditions which apply to Employees who, because of a disability, are eligible for a supported wage, are set out in **Schedule B.**

37. Payment of Salaries

37.1 Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.

37.2 Where a normal payday falls on a Public Holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the Public Holiday.

37.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.

37.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.

37.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee in writing, including details of the overpayment. Similarly, the Employee must advise the Employer if they know there has been an overpayment.

37.6 The Employer must notify the Employee of their intent to recover the overpayment and seek to agree on a repayment arrangement before any recovery is made in accordance with **clause 37.7**. The Employer must genuinely consider any proposal made by the Employee.

37.7 In the event of an overpayment of salary, allowance, loading or other payment, and where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments to be deducted from any amount due to the Employee in accordance with the *Financial Management Act 1994* (Vic). These instalments must not exceed one tenth of the total payment due to the Employee, before deductions. Where an overpayment remains outstanding at the end of the Employee's employment, this restriction does not apply.

38. Salary Packaging

38.1 An Employee may enter into a salary packaging arrangement with the Employer using pre-tax salary in respect of superannuation, a novated lease and/or other approved benefits under State or Federal legislation. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

38.2 All costs associated with salary packaging, including the Employer's reasonable administrative costs, are to be met from the salary of the participating Employee.

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39. Allowances – Work or Conditions

39.1 General provisions

Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance as set out in this clause.

39.2 First aid allowance

(a) Where an Employee, in addition to their normal duties, agrees to be appointed by the Employer to perform first aid duties:

(i) the Employee must hold a current first aid certificate or an equivalent qualification; and

(ii) the Employee will be paid an annual allowance payable in fortnightly instalments; and

(iii) this allowance will be as follows:

Table 17: First aid allowance

Date of Effect	Amount per Annum
1 May 2024	$707
1 May 2025	$728
1 May 2026	$750
1 May 2027	$773

(b) The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

39.3 Higher duties allowance

(a) When does higher duties allowance apply

A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position (including a position classified at a higher Value Range) for:

(i) a period longer than five consecutive working days; or

(ii) where the Employee works in the higher classified position on a regular and systematic basis.

(b) Level of allowance

The level of the allowance shall be in proportion to the extent of the higher duties performed and shall be calculated on the base of the Grade or Value Range.

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(c) Leave while performing higher duties

Paid leave taken during a higher duties assignment shall be paid inclusive of the allowance, provided the Employee resumes the duties of the higher duties position on their return from leave.

39.4 Language allowance

(a) Where the Employee, in addition to their normal duties, agrees to be appointed by the Employer to use their skills in a second language to assist members of the public who have low English proficiency and is directed by the Employer to do so will be paid a Language Allowance in accordance with this clause. To be eligible to receive the allowance the Employee the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI).

(b) An eligible Employee will be paid an annual allowance payable in fortnightly instalments as follows:

Table 18: Language allowance

Date of Effect	Language aide accreditation	Paraprofessional interpreter accreditation	Interpreter accreditation or higher
1 May 2024	$1,225	$1,685	$2,297
1 May 2025	$1,262	$1,736	$2,366
1 May 2026	$1,300	$1,788	$2,437
1 May 2027	$1,339	$1,842	$2,510

(c) The Employer will pay the cost of the NAATI pre-testing workshop.

(d) The Employer will also meet the cost of the NAATI test, up to two times per Employee per level of accreditation. The Employee must apply annually for renewal of the allowance.

(e) The Employer will assess the Employee's renewal application to determine whether the Employer still requires the Employee to perform interpreting duties.

39.5 Stand-by/ Recall Allowance

(a) The Employer may require an Employee to be on stand-by outside the ordinary hours of duty of the Employee to perform work away from their usual place or places of work. The Employee may also be required to be recalled to their usual place or places of work.

(b) The Employer will, in consultation with the Employee, establish a roster for stand-by duty.

(c) The Employee may refuse to be on stand-by where this may result in the Employee working hours which are unreasonable having regard to:

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(i) any risk to the Employee's health and safety; and

(ii) the Employee's personal circumstances including family responsibilities; and

(iii) the needs of the workplace; and

(iv) the notice (if any) given by the Employer of the stand-by and by the Employee of their intention to refuse it; and

(v) any other relevant matter.

(d) An Employee on stand-by:

(i) must be able to be contacted immediately by an agreed means of communication; and

(ii) must be able to travel to their usual place or places of work within a reasonable time; and

(iii) will, if required to be recalled to work, be provided by the Employer with appropriate transport or be reimbursed travel expenses in accordance with **clause 40** (Reimbursement of Expenses) of this Agreement; and

(iv) must be fit for duty.

(e) The Employer must pay the following allowance for stand-by duty:

Table 19: Stand-by / recall allowance

Date of effect	Per night	Per day/night
1 May 2024	$33.75	$68.05
1 May 2025	$34.75	$70.10
1 May 2026	$35.80	$72.20
1 May 2027	$36.85	$74.35

(f) For the purposes of **clause 39.5(e):**

(i) **"per night"** allowance is payable if standby is required for the period from the completion of ordinary duty, leave or standby on one day to the commencement of ordinary duty, leave or standby on the following day, other than where the per day/night rate applies

(ii) **"per day/night"** allowance is payable if rostered standby is required outside the ordinary hours of duty for a period including both:

- a period for which a per night allowance would otherwise be payable, and
- a day (or part day).

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(g) The above allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further following up.

(h) All work after the initial limited response to a telephone call or email will be remunerated as overtime in accordance with **clause 46** (Overtime). Subject to **clause 39.5(i)**, the minimum overtime payment in **clause 46.10** does not apply. Overtime payments will be paid as worked.

(i) An Employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in **clause 46.10**.

(j) The stand-by allowance does not apply where stand-by is incorporated into total remuneration or is otherwise compensated.

39.6 Agency specific allowances

Allowances applicable in:

(a) the Department of Justice and Community Safety, are specified in **Appendix 1**;

(b) the Department of Education, are specified in **Appendix 2**;

(c) the Environment Protection Authority, are specified in **Appendix 3;**

(d) the Department of Families, Fairness and Housing, are specified in **Appendix 4**;

(e) the Department of Health, are specified in **Appendix 5**;

(f) the Department of Energy, Environment and Climate Action, are specified in **Appendix 6**;

(g) Ministerial Transport Officers, are specified in **Appendix 7**;

(h) Victoria Police, are specified in **Appendix 8**;

(i) the Safe Transport Victoria, are specified in **Appendix 9**;

(j) the Independent Broad-based Anti-Corruption Commission, are specified in **Appendix 10**;

(k) Court Services Victoria, are specified in **Appendix 11**;

(l) the Office of the Governor, are specified in **Appendix 12**;

(m) the Victorian Gambling and Casino Control Commission, are specified in **Appendix 13**;

(n) the Game Management Authority, are specified in **Appendix 14;** and

(o) the Victorian Fisheries Authority, are specified in **Appendix 15**.

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40. Reimbursement of Expenses

40.1 General provisions

(a) The Employer will reimburse the Employee for the Employee's reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties.

(b) The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.

(c) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

40.2 Allowable expenses

Allowable expenses include:

(a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and

(b) expenses incurred in using private mobile and home phones in accordance with **clause 40.3**; and

(c) expenses incurred in using private vehicles in accordance with **clause 40.4**.

40.3 Private mobile and home phone use

(a) An Employee required to use their private mobile phone or home phone in the course of their employment will be reimbursed for work-related calls under their plan.

(b) The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.

(c) Following use, the Employee must submit an itemised statement of the calls made and their cost.

40.4 Private motor vehicle use

(a) An Employee, required to use their private motor vehicle in the course of their employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.

(b) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

(c) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

(d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

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40.5 Expense claims

(a) The Employer may require an Employee to submit to the Employer official receipts substantiating allowable expenses incurred by the Employee as soon as practical after incurring the expense, except where the Employee uses their own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with **clause 40.4(c)**.

(b) A declaration from the Employee that the expense was incurred may be accepted by the Employer if the official receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if the Employer and the Employee agree that the obtaining of a receipt was impractical.

40.6 The Employer will pay the Employee money owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than two pay periods after the Employee submits a claim.

40.7 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

40.8 Agency-specific reimbursement arrangements

The reimbursement of meal and travel expenses for Employees in Victoria Police will be in accordance with **clause 1** of **Appendix 8**.

41. Superannuation

41.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), *the Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the Employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

41.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee, regardless of age, as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

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41.3 Voluntary Employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in **clause 41.2**.

(b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.

(c) The Employer must pay the amount authorised under **clauses 41.3(a)** or **41.3(b)** no later than 28 days after the end of the month in which the deduction authorised under **clauses 41.3(a)** or **41.3(b)** was made.

41.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in **clause 41.2** to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in **clause 41.2** and pay the amount authorised under **clauses 41.3(a)** or **41.3(b)** to one of the following superannuation funds:

(a) the Employer's default superannuation fund; or

(b) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

(c) a superannuation fund or scheme of which the Employee is a defined benefit member.

41.5 Employer contributions in respect of Primary Caregiver Parental Leave

(a) An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave is entitled to have superannuation contributions made in respect of their leave, where this leave occurs within 104 weeks of the commencement of their initial period of Primary Caregiver Parental Leave under **clause 62.17.**

(b) The Employer will pay the superannuation contributions as a lump sum to the Employee's fund as provided for in **clause 41.4**.

(c) The lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Parental Leave.

(d) Where the Primary Caregiver takes Parental Leave flexibly in accordance with **clause 62.18(b)**, the payment will be made on or before the first superannuation guarantee quarterly payment due date following the conclusion of all blocks of Parental Leave and the Employee has returned to work.

(e) The quantum of superannuation contributions payable under this clause will be calculated based on:

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(i) The number of weeks of Parental Leave up to 104 weeks, where an extension to parental leave is granted in accordance with **clause 62.23(b)**, taken by the Employee (including any period of Other accrued leave taken in accordance with **clause 62.19** and where leave is used flexibly in accordance with **clause 62.18(b)** any periods of work); and

(ii) The Employee's weekly pay calculated in accordance with **clause 62.25** of the Agreement; and

(iii) The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.

(f) Despite **clause 41.5(e)**, other accrued leave taken in accordance with **clause 62.19** will have superannuation treatment applied in accordance with **clauses 41.1** to **41.4** of the Agreement.

(g) Where an Employee takes consecutive periods of Parental Leave, superannuation contributions with respect to the first period will be made at the end of the first period of Parental Leave without the need for the Employee to return to work, with the payment for the next period made upon their return to work.

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Part 6 Hours of Work and Related Matters

42. Hours of Work

42.1 The ordinary hours of work for each Employee, except for casual or part-time Employees, will average 76 (exclusive of meal breaks), to be worked over an average of no more than ten days per fortnight.

42.2 This clause does not apply to Shift Workers whose ordinary hours of work are set out in **clause 43** (Shift Work).

42.3 Spread of Hours

(a) Flexible Arrangement of Hours of Work

The ordinary hours of work will, by agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

(b) Arrangement of Hours

(i) The actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the days or hours of duty. Agreement to such alteration must not be unreasonably withheld, taking into account the personal/ family circumstances of the Employee, and the work requirements of the Employer. Disputes over the operation of this clause will be dealt with under **clause 13** (Resolution of Disputes).

(ii) The Employer must not require an Employee to:

- perform ordinary hours of work outside the times of 7.00am to 7.00pm on any weekday (the "span of hours"); or
- perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

(iii) In determining the days and hours of duty, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

43. Shift Work

43.1 What is Shift Work

(a) Shift Work is when an Employee (excluding a Casual Employee) is required to perform rostered ordinary hours of work averaging up to 76 hours per fortnight, except for Custodial Officers in the Custodial Officers Structure whose ordinary hours are described in **clause 43.1(b)** below. Ordinary hours of work do not necessarily have to be worked within a 24/7 operation but must include as part of a regular pattern or regular roster cycle:

(i) a Saturday; or

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(ii) a Sunday; or

(iii) a Public Holiday, or

(iv) an afternoon/night shift.

(b) Casual Shift Work

A Casual Employee will be entitled to be paid shift penalties in accordance with this clause, where they are engaged to perform work in a role which, as part of its usual operations, would include rostered ordinary hours of work, which while not necessarily worked within a 24/7 operation, must include:

(i) a Saturday,

(ii) a Sunday

(iii) a Public Holidays, or

(iv) an afternoon/night shift

(c) The ordinary hours of work for Custodial Officers in the Custodial Structure may be up to 80 hours, averaged per fortnight over a roster cycle comprising:

(i) 76 ordinary hours, and

(ii) 4 reasonable additional hours of work,

(d) The arrangement of hours for Custodial officers, set out in **clause 43.1(b)** is a long-standing industrial arrangement which:

(i) is reflective of the historical pattern of work for Custodial Officers as per prior industrial instruments; and

(ii) is required for the 24-hour, 7 day per week operations of Corrections Victoria; and

(iii) provides additional remuneration to the total of 5.26% to employees who work this pattern of hours in accordance with **clause 4.1(c)** of **Appendix 1**. The Salaries in **clause 7.4** of **Appendix 1** include the additional 5.26% for additional hours worked.

(e) The hours of work for Custodial Officers in the Custodial Officer Structure will be rostered in accordance with **clause 4** of **Appendix 1**.

(f) The arrangement of hours set out in this clause will not be applied inconsistently with the NES and section 62 of the FW Act. The factors listed in **clause 43.1(d)** reflect the reasonableness of the additional hours but do not preclude any affected employee from refusing to work additional hours if they are not reasonable having regard to the requirements of section 62.3 of the Act.

(g) **Afternoon shift** (other than for a part-time Employee working less than a full-time equivalent shift) means a period of duty rostered to commence on or after 10.00am and before 8.00pm;

(h) **Night shift** (other than for a part-time Employee working less than a full-time equivalent shift) means a period of duty rostered:

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(i) to commence on or after 8:00pm and before 6:00am, or

(ii) to commence prior to 8:00pm and finishing on or after 6:00am, or

(iii) so the majority of the period of duty is worked after 10:00pm and before 6:00am.

(i) Afternoon shift for a part-time Employee working less than a full-time shift means a period of duty rostered to commence on or after 6:00pm and before 10:00pm

(j) Night shift for a part-time Employee working less than a full-time shift means a period of duty rostered to commence on or after 10:00pm and before 8:00am.

(k) Agency-specific rostering arrangements

Rostering arrangements for Shift Workers employed in:

(i) the Victorian Gambling and Casino Control Commission, are specified in **clause 3** of **Appendix 13;**

(ii) Child Protection Practitioners [Child Protection Practitioners (CPP) stream and Children Youth and Families (CYF) stream] in the Department of Families, Fairness and Housing are specified in **Appendix 4;**

(iii) Youth Justice Workers in the Department of Justice and Community Safety in **clause 21** of **Appendix 1;**

(iv) the Victorian Fisheries Authority are specified in **clause 17** of **Appendix 15**.

43.2 Shift Allowances

Shift allowances will be paid to a Shift Worker in accordance with **Table 20** or **Table 21**:

(a) Rotating Shifts

Table 20: Shift Allowance – Rotating Shifts

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Afternoon shift - Monday to Friday – Full-time employee or part-time employee working the equivalent of a full-time shift	Commence on or after 10:00am and before 8:00pm	15%	115%

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Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
From 1 July 2020 Night shift - Monday to Friday – Full-time employee or part-time employee working the equivalent of a full-time shift	• commence on or after 8:00pm and before 6:00am, or • commence prior to 8:00pm and finishes on or after 6:00am, or • the majority of the period of duty is worked after 10:00pm and before 6:00am	20%	120%
Afternoon Shift - Monday to Friday – For a part-time employee working less than a full-time shift	Commence on or after 6:00pm and before 10:00pm	15%	115%
From 1 July 2020 Night shift – Monday to Friday – For a part-time employee working less than a full-time shift	Commence on or after 10:00pm and before 8.00am.	20%	120%
Saturday	All hours on Saturday	50%	150%
Sunday	All hours on Sunday	100%	200%
Public holiday	All hours on a Public Holiday	150% Or 50% plus one day leave in lieu	250%; Or 150% plus one day leave in lieu

(b) Continuous Shifts

The continuous shift period allowances set out below will apply where the Employee is required to perform such duty continuously for a period exceeding four weeks. These allowances will not apply where, but for mutual agreement, the Shift Worker would be required to work rotating shift duty.

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Table 21: Shift Allowance – Continuous Shift

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Monday to Friday - Afternoon or night	Commence before 8:00pm and work beyond 6:00am	30%	130%
Monday to Friday - Afternoon or night	Falling wholly within the hours of 8:00pm and 6:00am	30%	130%
Monday to Friday - Afternoon or night	Commence between 8:00pm and 12 midnight for shift of at least 8 hours	30%	130%

(c) The shift allowances set out in this clause do not apply if an Employee receives shift allowances in accordance with **clause 43.3**.

(d) For the purpose of computing shift allowances, a shift that finishes on the day after it commenced will be paid at the shift allowance applicable for the day upon which the majority of the Shift Work is worked. Where the hours worked are split evenly the Employee will be paid the higher of the relevant shift allowance.

43.3 Agency-specific shift allowances

Shift allowances for Shift Workers employed:

(a) in the Department of Families, Fairness and Housing and who are employed in the Child Protection Practitioner or Children, Youth and Families Stream, are specified at **clause 12** of **Appendix 4;**

(b) in the Victorian Gambling and Casino Control Commission, are specified at **clause 3** of **Appendix 13.**

43.4 Substitute Leave for Public Holidays

(a) Where the nature of the employment of Shift Workers does not permit the observance of Public Holidays as they occur, substituted leave will be granted by the Employer. For part-time Shift Workers, payment for a Public Holiday granted as a day's leave will be made only in respect of those Public Holidays on which the part-time Shift Worker would have worked had there been no Public Holiday.

(b) A Shift Worker who is rostered to perform ordinary duty on a Public Holiday but who is on paid leave on that day will be granted one day's leave in lieu of the Public Holiday.

(c) A Shift Worker whose rostered day off duty falls on a Public Holiday will be granted one day's leave in lieu of such holiday.

(d) A Shift Worker may, with the agreement of the Employer, receive payment in lieu for any substituted leave accrued in accordance with **clause 43.4**.

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(e) The Employer may authorise payment in lieu of additional substituted leave in extenuating circumstances or to reduce the outstanding balance of accruals of leave owing to Shift Workers. In either case payment in lieu of leave may only occur with the agreement of the Employer and relevant Shift Worker.

43.5 Shift Allowances during a period of paid Primary Caregiver Parental Leave or Additional Paid Secondary Caregiver Parental Leave

Despite **clause 62.25** (Calculation of pay for the purposes of Parental Leave), a Shift Worker will be paid an allowance equal to any additional shift allowances to which the Employee would have been entitled for the period of paid Primary Caregiver Parental Leave under **clause 62.4(a)(i)** or Additional Paid Secondary Caregiver Parental Leave under **clause 62.6**, as if they were not proceeding on paid Primary Caregiver Parental Leave or Additional Paid Secondary Caregiver Parental Leave (as relevant).

44. Right to Disconnect

44.1 The Right to Disconnect refers to an Employee's right to disengage from work and refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of the Employee's working hours or during periods of leave or rostered days off.

44.2 The Right to Disconnect has four main elements:

(a) The Employer must respect Employee's periods of leave.

(b) An Employee must not be expected to routinely perform work outside of the Employee's working hours, other than in an emergency, incident response situation or in relation to genuine welfare matters.

(c) An Employee will not be penalised or otherwise disadvantaged for refusing to attend to work matters outside of the Employee's working hours or their agreed ordinary hours under a flexible arrangement, unless their refusal is unreasonable in the circumstances.

(d) Subject to **sub-clause 44.2(b)** and **44.2(c)**, an Employee is not required to monitor, read or respond to emails, messages or phone calls outside of their working hours unless the Employee is required by the Employer to be on-stand by or have been directed by the Employer to perform overtime.

44.3 Without limiting the matters that may be taken into account in determining whether a refusal is reasonable, the following must be taken into account:

(a) the reason for the contact or attempted contact,

(b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee,

(c) whether the Employee is compensated to be available to be contacted or to perform work outside of their working hours, or for working additional hours outside of the spread of ordinary hours or their agreed ordinary hours under a flexible arrangement,

(d) the nature and seniority of the Employee's role and the Employee's level of responsibility, and

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(e) the Employee's personal circumstances (including family or caring responsibilities).

44.4 There may be occasions when it will be reasonably necessary for an Employer to contact an Employee outside of the working hours, including but not limited to:

(a) ascertaining availability for rosters,

(b) requests to fill in at short notice for unplanned absences of other Employees,

(c) where unforeseeable circumstances arise,

(d) for genuine Employee welfare matters, or in an emergency,

(e) and/or where business and operational reasons require contact outside of working hours.

For the avoidance of doubt, an Employee may not be required to respond to these matters provided the refusal to respond is reasonable having regard to the matters in **clause 44.3**.

44.5 This clause is to be read in conjunction with the Parties' commitment to support flexible ways of working. Subject to an Employee working the actual days and hours of work established between the Employer and the Employee at the date of employment or as subsequently altered by agreement, this clause does not prevent Employees from working within the scope of their own flexible work arrangements, which may extend to working, by agreement, outside of the span of hours set out in **Clause 42**, and in accordance with an Individual Flexibility Arrangement under **Clause 9**.

44.6 Nothing in this clause prevents the Employer from requiring an Employee to perform reasonable additional hours, overtime, a period of standby or be recalled to duty outside the span of hours in accordance with the terms of this Agreement.

44.7 Without limiting or overriding any rights or obligations under **clause 13** (Resolution of Disputes), the parties must first attempt to resolve a dispute about the operation of this clause at the workplace level by discussing the matter. A dispute about the operation of this clause may arise because:

(a) the Employee has refused to monitor, read or respond to contact or attempted contact under this clause and the Employer believes that the refusal is unreasonable, or

(b) the Employer has asserted their belief that the refusal was unreasonable but the Employee believes the refusal was not unreasonable.

44.8 If the dispute cannot be resolved at the workplace level, a party to the dispute may apply to the Fair Work Commission to do either or both of the following:

(a) make an order under section 333P of the *Fair Work Act 2009*;

(b) otherwise deal with the dispute.

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45. Rest and Meal Breaks

45.1 Rest periods between periods of duty

(a) Other than in exceptional circumstances, an Employee must not be required to perform:

(i) a further period of overtime duty; or

(ii) a period of ordinary duty; or

(iii) a further period of scheduled stand-by duty

if:

- either the Employee has not been provided with a ten hour rest period between the time of completion of one period of duty and the commencement of the next; or
- the Employee has not been provided with a ten hour rest period within the preceding 24 hours from the time of the commencement of the stand-by duty.

(b) The Employer must not make a deduction from normal salary if an Employee is released from normal duty to enable the Employee to observe a rest break in **clause 45.1(a).**

(c) An Employee required to work, as a result of an exceptional circumstance, during or after a rest period is due, will receive overtime compensation in accordance with **clause 46** for all time worked until a rest period of at least ten hours continuous duration is taken.

45.2 Meal Breaks

(a) The Employer will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number and starting and finishing times of meal breaks will be specified.

(b) Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and the Employer otherwise agree. The length of the meal interval must be at least thirty minutes.

(c) If for operational or emergency reasons the Employee is required to remain on duty, they may arrange to take meals during their hours of duty without a specific meal break.

(d) Where agreement cannot be reached as specified in **clause 45.2(b)** and the Employee is required by their supervisor to work through their meal break in accordance with **clause 45.2(c)**, time in lieu or payment for overtime will be approved in accordance with this Agreement.

(e) If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

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46. Overtime

46.1 Overtime means the hours worked at the direction of the Employer, which are:

(a) in addition to an Employee's ordinary daily hours of work on any day established in accordance with **clause 42**; or

(b) worked without the provision of a ten hour rest break in accordance with **clause 45.1** (Rest periods between periods of duty); or

(c) for Shift Workers, in addition to a Shift Worker's rostered ordinary hours of work, as defined by **clause 43.1;** or

(d) Casual Employees, who are not performing shift work,

(i) worked without the provision of a ten hour break between periods of duty in accordance with **clause 45.1** (Rest periods between periods of duty);

(ii) in excess of 38 hours per week;

(iii) worked outside the span of hours; or

(iv) worked on Saturdays, Sundays or Public Holidays.

46.2 Casual Employees, who are performing Shift Work – Overtime for hours worked in excess of rostered or agreed hours of work.

(a) Where a Casual Employee works hours in accordance with a regular pattern of work, or a regular roster cycle, the Employee will be entitled to overtime rates of pay where they work in excess of their rostered or agreed hours of work for that day.

46.3 **Clause 46** does not apply to:

(a) Employees in the Department of Energy, Environment and Climate Action. Overtime arrangements for these Employees are detailed in **Appendix 6**;

(b) Employees of the Game Management Authority. Overtime arrangements for these Employees are detailed in **Appendix 14**; and

(c) Employees of the Victorian Fisheries Authority. Overtime arrangements for these Employees are detailed in **Appendix 15**.

46.4 Reasonable Hours of Work

(a) Subject to **clause 46.4(b)** the Employer may require an Employee to work reasonable overtime at overtime rates.

(b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

(i) any risk to the Employee's health and safety; or

(ii) the Employee's personal circumstances including family responsibilities; or

(iii) the needs of the workplace; or

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(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation or a level of remuneration that reflects an expectation of working additional hours; or

(v) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; or

(vi) the usual pattern of work in the industry which the Employee works; or

(vii) the nature of the Employee's role and the Employee's level of responsibility; or

(viii) whether the additional hours are in accordance with the averaging provisions in **clause 42.1**, **clause 43.1** or any averaging provision in an Agency Specific Appendix; or

(ix) any other relevant matter.

(c) **Clause 46.4** applies to Employees classified as VPS Grade 5 (or equivalent) or higher in circumstances set out in the Best Practice Employment Commitment

46.5 Requirement to pay overtime

(a) An Employee who works overtime must be paid at the appropriate overtime rate specified in **clause 46.7**. Exceptions are provided at **clause 46.6**.

(b) An Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in **clause 46.8**.

46.6 Exceptions

Clause 46.5 does not apply to Employees:

(a) classified as VPS Grade 5 or higher (however Time in Lieu under **clauses 46.8** and **46.9** applies in circumstances set out in the Best Practice Employment Commitment); or

(b) classified at the nearest equivalent salary level to VPS Grade 5 in any adaptive classification structures; or

(c) who are part-time Employees working less than 38 hours a week, who are not Shift Workers and are subject to overtime conditions contained in **clause 46.11**; or

(d) subject to different Agency-specific overtime conditions (see **clause 46.13**); or

(e) where overtime compensation is incorporated into total remuneration under this Agreement or a commuted overtime allowance is paid in accordance with a relevant Agency Specific Arrangement outlined in **Section II** of this Agreement.

46.7 Overtime – Rates of payment

(a) Where an Employee is paid for overtime work pursuant to **clause 46.5** the following overtime rates will be paid:

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Table 22: Overtime – Rates of payment

For overtime work on	Overtime rate (% of ordinary hourly rate)
Monday to Saturday – first three hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - in all cases except Public Holidays	200%
Public Holiday or substituted day	250%

(b) The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee's salary or the lowest pay point within Grade 4.

46.8 Overtime – Rate of accrual for time in lieu of payment

Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:

(a) in the case of overtime worked Monday to Friday – on an hour for hour basis; and

(b) in the case of overtime worked on weekends or Public Holidays – two hours of time in lieu per hour worked.

46.9 How does time in lieu apply

(a) Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.

(b) Time in lieu may accumulate to a maximum of 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). Any Employee who has accumulated 38 hours of time in lieu (or 40 hours of time in lieu if the Employee's ordinary hours of duty average 80 hours per fortnight) must be paid overtime for any additional overtime hours worked.

(c) By agreement, the Employee may convert 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) of accrued time in lieu to one additional week of converted leave, to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. Any converted leave under this clause must be used within 12 months of the conversion date or will be paid out. By agreement, all or any part of the accumulated converted leave may be paid out at any time within 12 months of the conversion date.

(d) Upon termination for any reason, the Employee will be paid out any time in lieu accrued to their credit as if it were time worked.

46.10 Overtime – minimum period

(a) Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are either recalled to duty or on stand-alone overtime.

(b) An exception is Custodial Officers in Corrections Victoria, who must be paid (unless time in lieu is agreed) for a minimum of four hours when they are either recalled to duty or on stand-alone overtime.

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46.11 Overtime – staff working less than 38 hours a week

(a) A part-time Employee, other than a Shift Worker, must be compensated for overtime in accordance with **clause 46.5** for work performed:

(i) after 38 hours has been worked in any week; or

(ii) outside the span of hours in **clause 42**.

(b) Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in **clause 42,** will be compensated at the Employee's ordinary rate. Additional hours compensated at the part-time Employee's ordinary rate will count as service for leave accrual.

(c) In the Department of Families, Fairness and Housing Rural After Hours Child Protection Service, compensation for overtime worked by part-time Employees who are recalled to duty when on stand-by in accordance with **clause 10.2** of **Appendix 4** without needing to meet the requirements of **clauses 46.11(a)** and **46.11(b)**.

46.12 Overtime Meal Payment

(a) An Employee will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime which:

(i) is immediately before or after a scheduled period of ordinary duty and is more than two hours in duration; or

(ii) is a stand-alone period of overtime that is four hours or more in duration.

(b) The overtime meal payment payable to an Employee is set out below:

Table 23: Overtime Meal Payment

Date of Effect	Overtime Meal Payment
1 May 2024	$23.85
1 May 2025	$24.55
1 May 2026	$25.30
1 May 2027	$26.05

(c) The overtime meal payment is not payable where the Employer provides a meal.

46.13 Agency-specific Overtime Arrangements

Agency-specific overtime arrangements in relation to:

(a) The Sheriff's Office in the Department of Justice and Community Safety, are specified at **Appendix 1**;

(b) Rest period after working overtime for Employees in the Department of Families, Fairness and Housing After Hours Child Protection Service, are specified in **clause 11** of **Appendix 4**;

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(c) Youth Justice Workers in the Department of Justice and Community Safety, are specified at **clause 21** of **Appendix 1**;

(d) Overtime – eligibility and calculation formulae for Child Protection Practitioners (CPP) and Children, Youth and Family (CYF), are specified at **clause 13** and **clause 30 of Appendix 4** (**clause 46.7(b)** does not apply);

(e) Child, Youth and Family (CYF) workers in Secure Welfare Service in the Department of Families, Fairness and Housing are specified at **clause 25 of Appendix 4;** and

(f) Independent Broad-based Anti-Corruption Commission are specified at **Appendix 10**

47. Christmas Closedown

47.1 The purpose of this clause is to enable the Employer to closedown part or all of its operations for the three working days from the first working day after Christmas Day to the end of the last working day before New Year's Day (1 January) (closedown period).

47.2 Where the Employer intends to closedown part or all of its operations for the closedown period, the Employer:

(a) will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place; and

(b) will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and

(c) may require a minimum level of staffing to meet the operational requirements of the workplace.

47.3 If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:

(a) the Employer may direct an Employee who has excessive annual leave (as defined in **clause 50.6(b)(i)**) to take annual leave during the closedown period;

(b) the Employer may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.

47.4 The Employer will provide at least 4 weeks' notice of any direction to take leave, under **clause 47.3**.

47.5 Where an Employee has insufficient leave or time in lieu, the Employer may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence. This clause also applies to Employees classified at VPS Grade 5 or higher and the equivalent classifications in an adaptive structure.

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48. Childcare

Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

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Part 7 Leave of Absence and Public Holidays

49. Leave of Absence – General

49.1 Commuted Allowances – Payment during leave

If commuted allowances apply pursuant to **Section II,** the following provisions will apply in relation to payment of such allowances during periods of leave:

(a) Commuted stand-by allowances shall be paid during periods of long service leave, annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year and shall be included for calculation of pay in lieu of long service leave.

(b) Commuted overtime allowances shall be paid during periods of annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year, but shall not be paid during periods of long service leave or included in calculation of pay in lieu of long service leave.

49.2 Standard day for approved leave purposes

For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7.6 hours. Where an alternative arrangement of days and hours is worked leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

49.3 Transfer of entitlements to another VPS Employer or role

(a) If an Employee moves between roles or to another VPS Employer and there is no break in service, the current Employer will transfer accrued entitlements to the new Employer or role. Accrued entitlements include long service leave, annual leave, personal leave, progression steps or amounts and by agreement with the receiving Employer, purchased leave. The Employer will ensure that the Employee is made aware of the entitlements that are to be transferred to the new VPS employer.

(b) Service with a VPS Employer will count towards any qualifying period applying to the leave entitlement.

(c) An Employee moving to another VPS Employer covered by the Agreement must, where practicable, advise their current Employer prior to ceasing their employment to enable the transfer of the Employee's service and accrued leave entitlement to their new department or Agency.

(d) For the purpose of **clause 49.3(a)** of the Agreement, in determining whether there has been no break in service, the Employer will reasonably consider short breaks between periods of service. Short breaks in service, for example, caused by roster patterns or rostered days off should be treated as if there had been no break in service. Where practicable, the Employee, must advise their current Employer prior to ceasing their employment in accordance with **clause 49.3(c)** of the Agreement. The Employee should also advise the new Employer prior to commencement to assist the transfer of service and accrued leave entitlements to occur.

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49.4 Leave entitlements for Employees in receipt of workers compensation payments

(a) An Employee, absent from work and in receipt of workers' compensation payments is entitled to:

(i) take and accrue annual and personal / carer's leave, and

(ii) accrue long service leave for the first twelve months the Employee is absent from work in accordance with **clause 69.5(c)**.

49.5 Agency-specific arrangements

Agency-specific arrangements in relation to:

(a) the payment of commuted allowances during leave in the Sheriff's Office in the Department of Justice and Community Safety, are specified at **clause 12** of **Appendix 1**;

(b) leave in the Department of Families, Fairness and Housing, are specified at **clause 4** of **Appendix 4**.

50. Annual Leave

50.1 Entitlement to annual leave

An Employee, other than a casual Employee, is entitled to four weeks' paid annual leave for each year of employment. The entitlement accrues on a daily basis.

50.2 Entitlement to an additional week of annual leave for Shift Workers

(a) A Shift Worker whose rostered Shift Work time of ordinary duty includes at least ten Sundays during the annual leave accrual year will be entitled to an additional one week's annual leave. This employee will be considered a shiftworker for the purposes of the National Employment Standards

(b) A Shift Worker whose rostered Shift Work time of ordinary duty includes less than ten Sundays during the annual leave accrual year will be entitled to additional leave at the rate of one-tenth of a working week in respect of each Sunday so worked.

(c) A Shift Worker entitled to an additional week of annual leave may elect to take that fifth week's leave as an additional week's pay in lieu of the additional leave.

(i) The election to take the additional week's salary in lieu of the leave, must be made by separate written agreement between the Employer and Employee.

(ii) Where the Shift Worker elects to receive the additional week's salary in lieu of the leave, and the Employer approves that election, the Shift Worker shall be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

(iii) Pro-rata payment would apply if the Shift Worker would not have been entitled to a full week's leave.

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(iv) There is no entitlement to any additional payment in respect of an annual leave allowance where a Shift Worker elects to receive the additional week's salary in lieu of the leave.

50.3 Taking of accrued annual leave

(a) An Employee may only take the leave they have accrued, unless otherwise provided in this clause or agreed.

(b) Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they are accrued and at a time convenient to the needs of the Employer and Employee. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave, in accordance with **clause 50.6**.

(c) An Employee may request that the whole or any the part of their annual leave be taken at half pay for a period equal to twice the period to which Employee would otherwise be entitled.

(d) The Employer will consider operational requirements and the needs of the Employee when assessing applications for annual leave at half pay. Approval will not be unreasonably withheld.

50.4 Payment whilst on annual leave

(a) Subject to **clause 50.4(b),** each Employee who takes annual leave is entitled to be paid in addition to their salary the greater of the following two amounts for the period of the leave:

(i) an annual leave allowance at the rate of 17.5 per cent of the Employee's salary for the period of annual leave including leave credited under **clause 50.2(a)** or **50.2(b)**; or

(ii) an annual leave allowance equal to any additional payments to which the Employee would be entitled for the period of the leave for shift, Saturday or Sunday duty which the Employee would be required to perform if they were not proceeding on annual leave.

(b) The maximum allowance payable under **clause 50.4(a)** will not exceed an amount calculated in respect of a salary at the top of Grade 4.

50.5 Payment of accrued annual leave entitlement upon termination

An Employee, who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement, will be paid an amount equal to the unused annual leave entitlement and any unpaid annual leave allowance. Any annual leave allowance payable pursuant to this **clause 50.5** shall be calculated in accordance with **clause 50.4**.

50.6 Excessive Annual Leave Accruals

This clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

(a) Dealing with annual leave accruals by agreement

Where an Employee's accrued annual leave entitlement has not been taken by the end of the calendar year following the calendar year in which it accrued, the

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Employer and Employee must genuinely try to agree upon steps that will be taken to reduce or eliminate that leave accrual. This agreement must be attempted before the Employer can direct that leave be taken under **clause 50.6(b)(ii)** or an Employee can give notice of leave to be granted under **clause 50.6(c)(ii)**.

(b) Employer may direct that excessive annual leave be taken

(i) An Employee has an excessive annual leave accrual if:

- the Employee has accrued more than eight weeks' paid annual leave; or
- the Employee is a Shift Worker who is entitled to an additional week of annual leave in accordance with **clause 50.2(a)** and has accrued more than 10 weeks' paid annual leave.

(ii) Where the Employee has an excessive annual leave accrual (and agreement has not been reached under **clause 50.6(a)**), the Employer may give a written direction to the Employee to take a period or periods of paid annual leave. Such a direction must not:

- result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under **clause 50.6(c)(ii)**; or
- require the Employee to take any period of leave of less than one week; or
- require the Employee to take any period of leave commencing less than eight weeks after the day the direction is given to the Employee; or
- require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; or
- be inconsistent with any leave arrangement agreed between the Employer and Employee.

(iii) An Employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given.

(iv) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

(v) If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.

(vi) The Employee must take paid annual leave in accordance with a direction complying with this clause.

(c) Employee may require that leave be granted

(i) This **clause 50.6(c)** applies if an Employee has had an excessive annual leave accrual for more than six months and the Employer has not given a

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direction under **clause 50.6(b)(ii)** that will eliminate the Employee's excessive leave accrual.

(ii) If agreement is not reached under **clause 50.6(a)**, the Employee may give a written notice to the Employer that the Employee wishes to take a period or periods of paid annual leave. Such a notice must not:

- result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under this clause); or
- provide for the Employee to take any period of leave of less than one week; or
- provide for the Employee to take any period of leave commencing less than eight weeks after the day the notice is given to the Employer; or
- provide for the Employee to take any period of leave commencing more than 12 months after the day the notice is given to the Employer; or
- be inconsistent with any leave arrangement agreed between the Employer and Employee.

(iii) The maximum amount of leave that an Employee can give notice of under this clause is:

- four weeks' leave in any 12 month period; or
- five weeks' leave in any 12 month period if the Employee is a Shift Worker who is entitled to an additional week of annual leave in accordance with **clause 50.2(a)**.

(iv) The Employer must grant the Employee paid annual leave in accordance with a notice complying with this clause.

(d) Disputes in relation to the operation of clause 50.6

A dispute in relation to the operation of this clause may be dealt with in accordance with **clause 13** (Resolution of Disputes).

50.7 Agency-specific annual leave arrangements

Accrual of leave by Senior Medical Advisors in the Department of Health is specified in **clause 6** of **Appendix 4.**

51. Cashing Out of Annual Leave

51.1 Annual leave must not be cashed out except in accordance with this clause.

51.2 The Employer and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:

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(a) the cashing out of a particular amount of accrued annual leave must be by agreement between the Employer and the Employee which must:

(i) be in writing and retained as an Employee record; and

(ii) state the amount of accrued leave to be cashed out and the payment to be made to the Employee; and

(iii) state the date on which the payment is to be made; and

(iv) be signed by the Employer and Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

(b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out; and

(c) annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks.

51.3 Subject to meeting the requirements outlined in this clause, an Employee may cash out annual leave more than once during the life of the Agreement.

52. Purchased Leave

52.1 An Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

52.2 An Employee can only make an application under this clause where the Employee does not have an excessive annual leave accrual (as defined in **clause 50.6(b)(i)**).

52.3 Where an Employee, with an excessive annual leave accrual, wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased leave arrangement, will be considered by the Employer in assessing the Employee's application for purchased leave.

52.4 Where the Employer and an Employee agree on an employment arrangement under **clause 52.1**, the annual salary applicable to an Employee relative to the additional leave purchased will be as follows:

Table 24: Purchased Leave

Proportion of annual salary applicable under Schedule C	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
44/52 weeks	Additional 8 weeks' leave	12 weeks in total
45/52 weeks	Additional 7 weeks' leave	11 weeks in total
46/52 weeks	Additional 6 weeks' leave	10 weeks in total

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Proportion of annual salary applicable under Schedule C	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
47/52 weeks	Additional 5 weeks' leave	9 weeks in total
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

(a) The above does not preclude an Employee and the Employer from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than eight weeks.

(b) The Employee will receive a salary equal to the period worked (e.g. 46 weeks, 49 weeks) which will be spread over a 52 week period.

(c) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.

52.5 The Employer will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements. Where such requests are granted, the Employer will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

52.6 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

53. Infectious Diseases

Upon report by a Registered Medical Practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

54. Dangerous Medical Conditions

54.1 Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, themselves or other persons, the Employer may require the Employee to absent themselves from the workplace until the Employee obtains and provides to the Employer a report from a Registered Medical Practitioner. Subject to **clause 54.2(b)**, any absence under this clause must be taken as personal/carer's leave or leave without pay.

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54.2 Upon receipt of a medical report confirming the Employee:

(a) has a medical condition that is a danger to other Employees, themselves or other persons, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period.

(b) was fit for duty, any personal/carer's leave taken will be re-credited to the Employee's and the absence will be treated as paid Other Leave (**Clause 77**).

55. Public Holidays

55.1 All Employees (except casual Employees) will be entitled to be absent from work on the following Public Holidays without deduction of pay where the Public Holiday occurs on a day the Employee would normally work:

(a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day (25 December), Boxing Day, Australia Day, Anzac Day, Sovereign's Birthday, Labour Day, the Friday before the Australian Football League Grand Final and Melbourne Cup Day.

55.2 Prescribed substitute and additional public holidays

(a) Christmas Day (25 December)

(i) When Christmas Day (25 December) is a Saturday an additional holiday will be observed on the next Monday.

(ii) When Christmas Day (25 December) is a Sunday, an additional holiday will be observed on the next Tuesday.

(b) Boxing Day

(i) When Boxing Day is a Saturday an additional holiday will be observed the next Monday.

(ii) When Boxing Day is a Sunday, an additional holiday will be observed on the next Tuesday.

(c) New Year's Day

When New Year's Day is a Saturday or a Sunday, an additional holiday will be observed on the next Monday.

(d) Australia Day

When Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday.

55.3 Melbourne Cup Day Substitution

(a) If, a Public Holiday, is declared to apply to a non-metropolitan Council under section 8A of the *Public Holidays Act 1993* (Vic), that day or half day will be the Public Holiday instead of Melbourne Cup Day.

(b) An Employee and Employer may agree to substitute the declared Public Holiday in **clause 55.3(a)** for Melbourne Cup Day, in which case penalty rates for work on

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the declared Public Holiday will not apply and the Employee will be able to absent themselves from the workplace on Melbourne Cup Day without loss of pay.

(c) In the event there are insufficient substitution arrangements agreed under **clause 55.3(b)** to meet the Employer's reasonable operational requirements, the Employer may require an Employee whose workplace is in a non-metropolitan Council to which a declared substitution Public Holiday applies, to work on the declared Public Holiday. Employees required to work on the declared Public Holiday will be paid overtime or time in lieu in accordance with **clause 46** (Overtime), unless a substitution arrangement has been agreed under **clause 55.5**.

(d) In establishing the roster of Employees required to work on the declared Public Holiday in lieu of Melbourne Cup, the Employer will consider both its reasonable operational requirements and the personal circumstances of the Employees.

55.4 Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional or substituted Public Holidays are declared or prescribed on days other than those set out in **clauses 55.1** and **55.3,** those days shall constitute additional or substituted holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional or substituted Public Holiday applies.

55.5 Substitution of Public Holiday

(a) An Employee may by agreement with the Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

(b) Despite **clause 55.5(a)**, an Employee may apply to the Employer to substitute Australia Day for another day of leave.

(c) Requests for substitution of a public holiday under **clause 55.5(a) or clause 55.5(b)** will be considered subject to operational requirements.

56. Personal/Carer's Leave

56.1 Definitions

In this clause:

Assistance Animal means an animal formally trained to assist a person with a disability to alleviate the effect of their disability. This includes

(a) a guide dog for people with vision impairment, or

(b) hearing dogs for people with hearing impairment, or

(c) assistance dogs for people with a physical disability, or

(d) medical alert animals that help people before and during a medical emergency, or

(e) psychiatric service animals that help people with a mental illness, or

(f) any other animal agreed by the Employer or to which an Assistance Animal Pass granted by the Department of Transport and Planning applies.

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Assistance Animal does not include a pet, companion or therapy animals.

Registered Practitioner means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Medical Radiation Practitioner, Nurse practitioner, Midwife, Occupational Therapist, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist, Psychologist or any other profession registered under the *Health Practitioner Regulation National Law (Victoria) Act 2009*.

56.2 Paid personal/carer's leave

(a) An Employee, other than a casual Employee, is entitled to paid personal/carer's leave when they are absent because of:

(i) personal illness or injury; or

(ii) personal illness or injury of an Employee's Immediate Family, household member or Assistance Animal who requires the Employee's care or support; or

(iii) an unexpected emergency affecting an Employee's Immediate Family, household member or Assistance Animal, or

(iv) attendance at a medical appointment with a Registered Practitioner, subject to **clause 56.6**.

56.3 Amount and Accrual of Paid Personal/Carers Leave

(a) A full-time Employee is entitled to paid personal/carer's leave of 114 hours (120 hours for Employees whose ordinary hours of duty average 80 hours per fortnight).

(b) A part-time Employee is entitled to a pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.

(c) The Employer will not apply the provisions of this clause in a manner which is inconsistent with the NES.

(d) Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.

(e) Employees appointed for a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.

(f) Leave without pay will not count as service for personal/carer's leave accrual purposes.

(g) Unused paid personal/carer's leave accumulates from year to year.

(h) Accrued personal/carer's leave will not be paid out on termination of employment.

56.4 Payment for Personal / Carer's Leave

The Employer will pay an Employee for Personal/Carer's Leave they take at the ordinary hourly rate of pay they would have received had they been at work.

Note: This means that a full-time or part-time employee who takes one full day of Personal / Carer's leave will be paid 7.6 hours. An employee who takes leave on a day where they work more than 7.6

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hours will be paid the hours they would have been paid had they been at work. A part-time employee working less than the equivalent of a full-time day will be paid for the hours they would have been paid had they been at work.

56.5 How leave is deducted from leave balance

(a) It is the intent of the Parties that full-time equivalent Employees receive 15 days paid Personal / Carer's Leave per annum irrespective of the length of their ordinary hours of work or shift. **Clause 56.5(b)** is intended to give effect to that intent.

(b) For full-time Employees and part-time Employees who work the equivalent of a full-time day

The Employer will deduct leave from the Employee's leave balance at a nominal value of 7.6 hours for each day of Personal/Carer's leave taken, (or 8 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), irrespective of the actual ordinary hours worked on the day;

Where the Employee is absent on paid personal/carer's leave for part of a day, the following formula determines the number of hours the Employer will deduct from the Employee's leave balance for that absence:

$$\frac{Number\ of\ hours\ of\ Personal/Carer's\ Leave\ taken}{Employee's\ ordinary\ hours\ of\ work\ on\ the\ day} \times 7.6\ (or\ 8\ hours)$$

(c) For part-time employees who work less than the equivalent of a full-time day

Part-time employees who work part-days which are less than the relevant full-time equivalent shift will have their leave deducted by the hours they would have worked on that day had they been at work.

56.6 Personal Leave for medical appointments

(a) An Employee may access their accrued Personal/Carer's Leave to attend a medical appointment with a Registered Practitioner when the appointment cannot be reasonably scheduled outside the Employee's working hours.

(b) The Employee must provide notice in accordance with **clause 56.8** and evidence in accordance with **clause 56.9(a)**. Approval will not be unreasonably refused having regard to the Employer's operational requirements, the needs of the Employee and the amount of notice provided by the Employee.

(c) Attendance at routine medical appointments may, by agreement with the Employer, also be facilitated through flexible working arrangement (such as agreement to make up the time taken to attend medical appointments) as an alternative to using accrued Personal/Carer's Leave.

56.7 Personal/Carer's leave at half pay

(a) In exceptional circumstances, an Employee may be granted approval to convert any or all of their accrued paid personal/carer's leave entitlement to half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

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(b) Approval of half-pay personal/carer's leave will only be granted in relation to an absence of 4 weeks or more.

(c) To be eligible for personal/carer's leave at half pay under this clause, the Employee must comply with all notice and documentary evidence requirements stipulated in this clause.

56.8 Notice

An Employee must give the Employer notice of the taking of personal / carer's leave under this clause. The notice:

(a) must advise the Employer of the period, or expected period, of the leave; and

(b) must be given to the Employer as soon as practicable, which may be a time after the personal/carer's leave has started.

56.9 Evidence Requirements

(a) Personal leave

The Employee must provide the Employer with supporting evidence that would satisfy a reasonable person that their absence from work satisfies **clause 56.2** to be paid personal leave. Without limitation, types of appropriate evidence may include a medical certificate, statutory declaration or evidence of attendance at a medical appointment from a Registered Practitioner.

(b) Carer's leave

(i) The Employee must provide the Employer with evidence that would satisfy a reasonable person of their entitlement to be paid carer's leave.

(ii) The form of evidence required by the Employer will depend on the circumstances of the carer's leave request. Without limitation, this may include:

- a medical certificate from a Registered Practitioner, or
- evidence from a registered veterinary practitioner (in the case of an Assistance Animal), or
- a statutory declaration stating that the condition of the person or Assistance Animal concerned requires the Employee's care or support, or
- other relevant documentary evidence.

(iii) Additional evidentiary requirements for an Assistance Animal

- The Employer may require the Employee to provide appropriate documentary evidence that states the Assistance Animal is within the definition of an Assistance Animal at **clause 56.1**.
- The form of evidence may include an accreditation certificate, proof of training or a statutory declaration stating the animal is an Assistance Animal.

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56.10 Exception

(a) In each year of employment, the following exceptions apply to the evidence requirements in **clause 56.9**:

(i) An Employee may take up to an aggregate of 5 days or equivalent pro-rata amount accrued personal/carer's leave in each year of employment, without having to provide the Employer with the documentary evidence required by **clause 56.9**.

(ii) Despite **clause 56.10(a)(i)** an Employee must provide appropriate evidence to the Employer as set out in **clause 56.9** for any absence which is for a continuous period exceeding 3 days.

(b) Despite **clause 56.10(a)**, the Employer may require that an Employee provide appropriate documentary evidence in accordance with **clause 56.9**.

(c) Chronic Health Conditions

(i) An Employee with a chronic health condition, or an Employee who provides care for someone with a chronic health condition (in accordance with **clause 56.2**), will not be required to provide evidence for each absence related to the condition. An Employee must provide the Employer with a medical certificate from a Registered Practitioner or other appropriate documentary evidence in accordance with **clause 56.9** that confirms the health condition and would satisfy a reasonable person of their entitlement to take leave under this clause.

(ii) Notwithstanding **clause 56.10(c)(i)**, the Employer may require that an Employee:

- provide a further medical certificate from a Registered Practitioner where the Employee has been on personal or carers leave for at least six weeks; or
- provide appropriate documentary evidence at any time consistent with **clause 56.9**.

56.11 Further documentary evidence

(a) The Employer may require that an Employee provide a further medical certificate from an independent Registered Practitioner from a relevant specialisation where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The Employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS. If it is not possible for the Employer to nominate three appropriately specialised Registered Practitioners, the Employer may provide fewer than three Registered Practitioners for the Employee to select from.

(b) The Employer may require that an Employee provide further documentary evidence that would satisfy a reasonable person where an Employee has been on carer's leave for at least two weeks including evidence stating that the condition of the person concerned requires the continued care or support of the Employee.

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56.12 Evidence to facilitate return to work

If the Employee has been on personal leave for at least six weeks the Employer may request that the Employee obtain other documentary evidence from the Employee's treating Registered Practitioner for the purposes of determining when the Employee can return to work and any reasonable adjustments that may be necessary in the workplace.

56.13 Failure to provide relevant evidence

Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave.

56.14 Absence on Public Holidays

(a) If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that Public Holiday**.**

(b) Despite **clause 56.14(a)**, a Shift Worker credited with substitute leave in accordance with **clause 43.4** who is rostered to perform ordinary duty on a Public Holiday and who takes paid personal/carer's leave on that day or part of that day, will be taken to be on paid personal/carer's leave.

56.15 Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, take unpaid personal leave with the consent of the Employer. An Employer may also request to use other accrued paid leave instead of unpaid personal leave. Any such requests should not be unreasonably refused. The Employer will require that the Employee provide documentary evidence to support the period of absence .

56.16 Unpaid carer's leave

(a) An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in **clauses 56.2(a)(ii)** or **56.2(a)(iii)** providing the Employee complies with the notice and evidence requirements outlined in **clause 56.9(b)**. The Employer and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take up to two days unpaid carer's leave per occasion.

(b) Alternatively, the Employee may, with the consent of the Employer, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

56.17 Casual Employees – Caring responsibilities

(a) Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their Immediate Family, household or Assistance Animal who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a Child.

(b) The Employer and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for up to two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.

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(c) A casual Employee must comply with the notice and evidence requirements outlined in this **clause 56**.

57. Inherent Requirements

57.1 Employee's incapacity to undertake duties

(a) If the Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical report from an independent Registered Practitioner from a relevant specialisation, or by agreement between the Employee and Employer, from the Employee's treating Registered Practitioner.

(b) Where the Employer believes it is reasonable for an independent Registered Practitioner to provide a report, the Employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS. If it is not possible for the Employer to nominate three appropriately specialised Registered Practitioners, the Employer may provide fewer than three Registered Practitioners for the Employee to select from.

58. Reproductive Health and Wellbeing Leave

58.1 Entitlement

(a) An Employee (other than a Casual Employee) may take up to five days (pro-rata for part-time Employees) per year of service paid Reproductive Health and Wellbeing Leave where an Employee:

(i) is unable to work as result of experiencing symptoms associated with endometriosis or poly cystic ovary syndrome, or

(ii) is unable to work as a result of experiencing symptoms associated with menopause or menstruation, or

(iii) requires medical care for treatment of, or associated with, endometriosis poly cystic ovary syndrome,

(iv) requires medical care due to complications associated with a pregnancy, or

(v) is undertaking a medical procedure associated with fertility treatment (including egg harvesting or embryo implantation).

58.2 Access to Reproductive Health and Wellbeing Leave

An Employee will become eligible to access the five days of Reproductive Health and Wellbeing Leave where their balance of accrued Personal/Carer's Leave has reduced to fifteen days or fewer. Subject to the conditions in this clause, a maximum of five days leave will be available per each year of employment.

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58.3 Notice and evidence requirements

(a) An Employee requesting to take leave under this clause must advise the Employer of the period, or expected period, of the leave as soon as practicable, which may be a time after the leave has started.

(b) The Employer may request the Employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee's entitlement to take leave under this clause.

(c) Evidence that may be requested under **Clause 58.3(b)** is limited to confirmation that an element of **Clause 58.1(a)** applies. An Employee is not required to disclose any sensitive medical details.

(d) Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for paid leave under this clause.

58.4 Requests for other workplace supports

(a) An Employee experiencing reproductive health and wellbeing difficulties (including, but not limited to, those specified in **Clause 58.1**) may also request:

(i) to work from home during symptoms or for an agreed period to facilitate attendance at or recover from specialist medical interventions associated with the abovementioned conditions, and/or

(ii) other workplace supports which prioritise comfort and wellbeing of the Employee.

(b) Requests will be considered subject to the operational requirements of the Employer, including occupational health and safety considerations. Employers must not unreasonably refuse these requests.

58.5 The leave under this clause is non-cumulative and will not be paid out on cessation of Employment.

58.6 Accrual of Personal/Carer's Leave will not be affected or reduced by an Employee accessing Reproductive Health and Wellbeing Leave.

58.7 This clause will not limit the continued operation of other Employer specific policies that provide additional entitlements.

59. Family Violence Leave

59.1 General Principles

(a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family violence.

(b) Leave for family violence purposes is available to Employees who are experiencing family violence and they are required to be absent from the workplace to deal with the impact of family and domestic violence This may include leave to attend counselling appointments and legal proceedings, provide childcare, arrange for

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the safety of themselves or a close relative, and other activities related to, and as a consequence of, family violence.

(c) The supports and paid or unpaid leave provided under this clause do not extend to perpetrators (or alleged perpetrators) of family violence.

59.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

59.3 Eligibility

Leave for family violence purposes is available to all Employees as outlined in this clause.

59.4 General Measures

(a) Evidence of family violence may be required and if so, should demonstrate that:

(i) the Employee needs or needed to do something to deal with the impact of family and domestic violence, and

(ii) was required to absent themselves from the workplace, or it would have been impractical for them to do the thing outside work hours.

(b) Evidence given in the form of a statutory declaration, an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer would all be sufficient to meet **clause 59.4(a)**. Types of appropriate evidence are not limited to the listed examples above, and they do not have to provide extensive detail as to the circumstances which give rise to the need for leave.

(c) A request for evidence made by the Employer will not be unreasonable or overly onerous on the Employee. All requests must be handled sensitively and with consideration of the Employee's safety and the circumstances of each case.

(d) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(e) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

(f) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(g) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Accredited Representative of the Union, Workplace Delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(h) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause 59.4(a), clause 59.5(a)** and **clause 59.9**.

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(i) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

59.5 Leave for Employees other than Casual Employees

(a) An Employee, other than a casual Employee experiencing family violence will have access to up to 20 days of paid family violence leave, per year of employment, to address the impact of family and domestic violence. This leave is available in full at the start of each employment year in line with an Employee's anniversary date and does not accumulate from year-to-year. Where an Employee has exhausted their leave allocation in any single year of employment, consideration will be given to providing additional leave.

(b) Pro-rata entitlements for part-time employees will continue to apply in accordance with **clause 20.4** of the Agreement provided that the pro-rata arrangements result in at least 10 days paid family violence leave per annum for each part-time Employee.

59.6 Leave for a casual Employee

(a) Casual Employees are entitled to access up to 10 days of paid family violence leave and a further 10 days of leave without pay for family violence purposes in any single year starting from the Employee's anniversary date.

(b) This leave is available in full at the start of each employment year in line with a casual Employee's anniversary date and does not accumulate from year-to-year.

(c) The Employer may use their discretion to grant additional paid leave to a casual Employee experiencing family violence under **clause 77** (Other Leave) of the Agreement on a case by case basis.

59.7 Rate of pay during a period of family violence leave

(a) Family violence leave will be paid at the Employee's full rate of pay, including any applicable allowances, overtime payments or penalty rates, regardless of any Agreement provision to the contrary.

(b) The Employee's full rate of pay is worked out based on the amount they would have been paid had they not taken the period of leave.

59.8 Taking of Family Violence Leave

(a) Family Violence leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with **clause 59.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

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59.9 Individual Support

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns; or

(ii) temporary or ongoing job redesign or changes to duties; or

(iii) temporary or ongoing relocation to suitable employment; or

(iv) a change to their telephone number or email address to avoid harassing contact; or

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) Requests from an Employee to change their working arrangements under this clause must be treated and responded to in the same manner as a request under **clause 10** of this Agreement.

(c) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

(d) The Employer may also implement a Workplace Safety plan upon request by and in consultation with the Employee, which includes specific measures to minimise risk that the Employee will be subject to violent or abusive behaviour at work from the perpetrator of family violence and protocols for dealing with a crisis situation.

(e) Upon request from the Employee and where the Employer has the technological capabilities to do so, the Employer may use existing IT services to screen the Employee's devices, including private devices, for spyware and malware.

(f) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.

(g) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

60. Military Service Sick Leave

60.1 Where the Employer is satisfied that an illness of an Employee with at least six months paid continuous service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth), including operational service, peacekeeping service or hazardous service, the Employee will be credited with 114 hours special leave with pay for each year of service with the VPS from the conclusion of the Employee's operational, peacekeeping or hazardous service.

60.2 Leave under this clause will be cumulative to a maximum of 760 hours.

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60.3 This leave is in addition to personal leave under **clause 56**.

60.4 The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner as specified in **clause 56.9(a)**.

60.5 For each period of special leave taken, the Employee must comply with the notice and evidence requirements outlined in **clause 56**.

61. Compassionate Leave

61.1 Amount of compassionate leave

(a) An Employee, other than a casual Employee, is entitled to up to three days paid compassionate leave on each occasion:

(i) when a member of the Employee's Immediate Family or a member of the Employee's household:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies,

(ii) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

(iii) the employee, or the employee's spouse or de facto partner, has a miscarriage (other than in relation to a stillbirth child or a former spouse or former de factor partner).

each of which constitutes a permissible occasion for the purposes of this **clause 61**.

(b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed a personal illness or sustained a personal injury referred to in **clause 61.1(a)**; or

(ii) after the death of a member of the Employee's Immediate Family or household referred to in **clause 61.1(a)**; or

(iii) after the stillbirth of the child as referred to in **clause 61.1(a)(ii)**; or

(iv) after the Employee or the Employee's spouse or de facto partner, has a miscarriage as referred to in **clause 61.1(a)(iii)**.

(c) An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.

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(d) Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

61.2 Payment for Compassionate Leave (other than for casual Employees)

An Employee, other than a casual Employee, who takes paid compassionate leave, is entitled to be paid at their Salary for ordinary hours of work in the period in which the compassionate leave is taken.

61.3 Unpaid Compassionate Leave

(a) An Employee, including a casual Employee, may take unpaid compassionate leave by agreement with the Employer.

(b) In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted paid and unpaid leave in relation to the death of a member of their Immediate Family or extended family in accordance with **clause 67.4**.

61.4 Notice and Evidence Requirements

(a) An Employee who is taking compassionate leave under this clause must give notice to the Employer "as soon as practicable" (which may be at a time after the compassionate leave has started) and must advise the Employer of the period, or expected period, of the compassionate leave.

(b) An Employee must provide the Employer with supporting evidence that would satisfy a reasonable person to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner (as that term is defined in **clause 56.1)**, a statutory declaration or other relevant documentary evidence that would satisfy a reasonable person.

(c) The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.

61.5 Other significant family or personal connections

(a) An Employee may, at the discretion of the Employer, be granted compassionate leave with or without pay when a person with a significant family or personal connection to the Employee, but who is not a member of the Employee's Immediate Family (as defined in **clause 2**) or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.

62. Parental Leave

62.1 Application

(a) Eligible Employees are entitled to parental leave under this clause if the leave is associated with:

(i) the birth of a Child of the Employee, the Employee's Spouse or the Employee's legal surrogate or the placement of a Child with the Employee for adoption; and

(ii) the Employee has or will have a responsibility for the care of the Child.

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(b) An Employee currently on parental leave (excluding an Employee on Extended Family Leave under **clause 62.33**) is not required to return to work in order to access a further period of parental leave under this clause.

62.2 Definitions

For the purposes of this clause:

(a) **Eligible Employee** means:

(i) a full-time or part-time Employee, whether employed on an ongoing or fixed term basis, or

(ii) a Regular Casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(b) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; or

(ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

- who is, or will be, under 16 as at the day of placement, or the expected day of placement;
- has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

(c) **Primary Caregiver** means the person who takes primary responsibility for the care of a newborn or newly adopted Child. The Primary Caregiver is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's Primary Caregiver on a particular day.

(d) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

(e) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.

(f) **Recognised Prior Service** means any service immediately prior to the Employee's employment with the Employer, where the Employee was employed:

(i) by a public entity under the PAA;

(ii) under Part 6 of the PAA; or

(iii) as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic);

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62.3 Summary of Parental Leave Entitlements

Table 25: Parental Leave Entitlements

	Paid leave	Unpaid leave	Total
Primary Caregiver			
Primary Caregiver Parental Leave	16 weeks	Up to 36 weeks	52 weeks
Regular Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
Secondary Caregiver Parental Leave	4 weeks	Up to 48 weeks	52 weeks
Secondary Caregiver **and** takes over the primary responsibility for the care of the Child within first 78 weeks	An additional 12 weeks	Up to 36 weeks	52 weeks
Regular Casual Employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		
Pre-adoption leave			
Pre-adoption leave	2 days		
Permanent Care Leave			
Permanent Care Leave	16 weeks	Up to 36 weeks	52 weeks
Grandparent Leave			
Grandparent Leave	0	Up to 52 weeks	52 weeks

62.4 Parental Leave – Primary Caregiver

(a) An Eligible Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 16 weeks paid parental leave; and

(ii) up to 36 weeks unpaid parental leave.

(b) An Eligible Employee who will be the Primary Caregiver and who is a Regular Casual Employee, is entitled to up to 52 weeks unpaid parental leave.

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(c) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child, or

(ii) if their Spouse has received, or will receive, primary caregiver entitlements, or a similar entitlement, from their employer; or

(iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

62.5 Parental Leave – Secondary Caregiver

(a) An Eligible Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 4 weeks paid parental leave; and

(ii) 12 weeks Additional paid Secondary Caregiver parental leave, subject to the conditions in **clause 62.6**, and

(iii) unpaid parental leave to bring the total available paid and unpaid leave to 52 weeks.

(b) An Eligible Employee who will be the Secondary Caregiver, and who is a Regular Casual Employee is entitled to up to 52 weeks unpaid parental leave.

(c) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

(d) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

62.6 Additional paid leave for Secondary Caregiver

(a) A Secondary Caregiver is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of birth or adoption of the Child provided that:

(i) the Secondary Caregiver assumes primary responsibility for the care of a child, by meeting the Child's physical needs more than anyone else; and

(ii) the Secondary Caregiver's spouse is not concurrently taking primary responsibility for the care of the Child or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.

(b) Where a Secondary Caregiver takes additional paid leave, the total quantum of the paid leave will be 12 weeks' pay at the Employee's ordinary hours of 38 hours per week for a full-time employee (40 hours for Custodial officers), and pro-rata for part-time employees. Where a Secondary Caregiver uses this entitlement flexibly, and/or does not work a standard roster pattern, this quantum may be expressed as hours of leave (456 for a full-time employee or 480 hours for Custodial Officers in the Custodial Structure working an 80 hour fortnight) to be taken on the Employee's rostered days.

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(c) To access additional paid leave, the Employee must have been eligible for paid Secondary Caregiver leave at the time of birth or adoption of their Child, irrespective of when the Employee elects to take the paid leave under this clause.

62.7 Pre-Natal Leave

(a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy, pro-rata for part-time Employees, to enable the Employee to attend routine medical appointments associated with the pregnancy.

(b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy, pro-rata for part-time Employees, to enable the Employee to attend routine medical appointments associated with the pregnancy.

(c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.

(d) The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(e) Paid pre-natal leave is not available to casual Employees.

62.8 Pre-adoption leave

(a) An Employee seeking to adopt a Child is entitled to two days paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

(b) An Employee seeking to adopt a Child may also access further unpaid leave. The Employee and the Employer should agree on the length of any unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

(c) Where accrued paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of taking unpaid leave under this sub-clause.

(d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

(e) The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(f) Paid pre-adoption leave is not available to casual Employees.

62.9 Permanent Care Leave

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they:

(a) are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Youth and Families Act 2005* (Vic) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia, and

(b) will be the Primary or Secondary Caregiver for that Child.

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62.10 Grandparent Leave

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

62.11 Access to parental leave for an Employee whose Child is born by surrogate

An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument), is eligible to access the parental leave entitlements outlined in **clause 63**.

62.12 Continuing to work while pregnant

(a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

(i) continues to work within a six week period immediately prior to the expected date of birth of the Child; or

(ii) is on paid leave under **clause 62.14(b)**.

(b) The Employer may require the Employee to start parental leave if the Employee:

(i) does not give the Employer the requested certificate within seven days of the request; or

(ii) gives the Employer a medical certificate stating that the Employee is unfit to work.

62.13 Personal/Carer's Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 56**.

62.14 Transfer to a Safe Job

(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.

(b) If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take No Safe Job Paid Leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

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(c) The entitlement to No Safe Job Paid Leave is in addition to any other leave entitlement the Employee has.

62.15 Special Parental Leave

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living Child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(a) where the pregnancy terminates during the first 12 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 56**;

(b) where the pregnancy terminates after the completion of 12 weeks but before the completion of 20 weeks, during the certified period/s the Employee is entitled access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 51 and/or to unpaid special maternity leave not exceeding the total amount of parental leave available under **clause 62.3**.

(c) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 62.3** and thereafter, to unpaid special maternity leave.

62.16 Notice and evidence requirements

(a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates and how they propose to arrange their parental leave (for example, if they propose to use the leave flexibly in blocks or in a single continuous period). At this time, the Employee must also provide a statutory declaration stating:

(i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate; and

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in **clause 62.16(a)**, unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) for birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

(ii) for adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

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(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or the placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

62.17 Commencement of parental leave

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 16 weeks prior to the expected date of birth of the Child. In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

(b) Secondary Caregiver parental leave may commence up to one week prior to the expected birth or placement of the Child. Where a Secondary Caregiver takes additional paid leave in accordance with **clause 62.6**, the additional leave will commence on the date the Employee takes on primary responsibility for the care of a Child.

(c) Hospitalised children

Where an Employee's Child is required to remain in hospital after the Child's birth or is hospitalised immediately after the Child's birth, including because the Child:

(i) was born prematurely, or

(ii) developed a complication or contracted an illness during its period of gestation or at birth, or

(iii) developed a complication or contracted an illness following the Child's birth,

and the Employee would otherwise take parental leave during this period, the Employer and Employee may agree that the Employee will not take parental leave while the Child remains in hospital, and may work during that period. Any agreement in this regard will be made and have effect in accordance with section 78A of the FW Act. During this time the Employee may access other forms of leave available to them under the Agreement.

Should an Employee access other forms of leave or work during this agreed period then their parental leave period will be extended by a period equal to the period they accessed other leave or worked.

(d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

(e) The period of parental leave for the purpose of calculating an Employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the Child, irrespective of when the Employee elects to use any paid entitlements they may have under this clause, not including a situation that arises under **clause 62.17(c)**.

62.18 Rules for taking parental leave entitlements

(a) While an Employee's eligibility for parental leave is determined at the time of birth or adoption of the Child, the Employee and Employer may agree to permit the Employee to use the paid leave entitlements outlined in this clause at any time

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within the first 52 weeks of parental leave, or where an extension is granted under **clause 62.23(b)**, within the first 78 weeks where **clause 62.6** is invoked or otherwise the first 104 weeks.

(b) Parental leave does not need to be taken in a single continuous period. The Employer and Employee will agree on the duration of each block of parental leave. The Employer will consider their operational requirements and the Employee's personal and family circumstances in considering requests for parental leave in more than one continuous period. Approval of such requests will not be unreasonably refused.

62.19 Using other accrued leave in conjunction with Parental Leave

(a) An Employee may in lieu of parental leave, access any annual leave or long service leave or other accrued entitlements (except Personal / Carer's Leave or Compassionate Leave) which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 62.23(b)**.

(b) Any other leave taken during a period of parental leave does not have the effect of extending or breaking the period of parental leave, not including a situation that arises under **clause 62.17(c)**.

62.20 Public holidays during a period of paid parental leave

Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

62.21 Effect of unpaid parental leave on an Employee's continuity of employment

Other than provided for in **clause 69** (Long Service Leave), unpaid parental leave under **clauses 62.4, 62.5, 62.23** and **62.29** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

62.22 Keeping in touch days

(a) During a period of parental leave, the Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

(b) Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

62.23 Extending parental leave

(a) Extending the period of parental leave where the initial period of parental leave is less than 52 weeks

(i) An Employee, who is on an initial period of parental leave of less than 52 weeks under **clause 62.4** or **62.5**, is entitled to extend the period of their parental leave on one occasion up to the full 52 week entitlement. An Employer may agree to extend the period of parental leave on more than one occasion up to the full 52 week entitlement, upon request by the Employee.

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(ii) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) Right to request an extension to parental leave beyond the initial 52-week period to a maximum of 104 weeks

(i) An Employee who is on parental leave under **clause 62.4** or **62.5** may request an extension of unpaid parental leave for a further period of up to 52 weeks immediately following the end of the current parental leave period.

(ii) The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period.

(iii) The Employer shall consider the request having regard to the Employee's circumstances, the consequences of any refusal for the Employee and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.

(iv) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request and genuinely tried to reach an agreement with the Employee about an extension of the period of unpaid parental leave for the Employee.

(v) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must state whether the Employer accepts or refuses the request. If the Employer refuses the request, the response must also include the details of the reasons for any refusal, set out the Employer's particular business grounds for refusing the request, explain how those grounds apply to the request and either:

- set out the extension of the period of unpaid parental leave for the Employee (other than the period requested by the Employee) that the Employer would be willing to agree to; or
- state that there is no extension of the period that the Employer would be willing to agree to

(vi) Disputes about an Employer's refusal under this provision can be referred to the dispute resolution procedure outlined in **clause13** of the Agreement.

62.24 Total period of parental leave

(i) The total period of parental leave, including any extensions, must not extend beyond 104 weeks.

62.25 Calculation of pay for the purposes of parental leave

(a) The calculation of weekly pay for paid parental leave purposes will be based on the Employee's average number of ordinary hours over the past three years from the proposed commencement date of parental leave (Averaging Period). For the avoidance of doubt, the averaging arrangements in this sub-clause do not apply to Pre-Natal Leave taken in accordance with **clause 62.7** of this Agreement.

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(b) Where an Employee has less than three years of service the Averaging Period will be their total period of service in the VPS.

(c) The calculation will exclude any of the following periods which fall during the Averaging Period:

(i) periods of unpaid parental leave, and

(ii) any time worked at a reduced time fraction in order to better cope during pregnancy, and

(iii) authorised unpaid leave for an unforeseen reason beyond the Employee's control, and

(iv) time worked at a reduced time fraction on returning to work after a period of parental leave under **clause 62.30(c).**

(d) For the purposes of **clause 62.25(c)(iii)**, an 'unforeseen reason beyond the Employee's control' may include, for example, a personal illness or injury suffered by the Employee, or the care or support of an ill or injured Immediate Family or household member by the Employee. But would not include leave taken for lifestyle or personal reasons, career breaks or leave to undertake other employment.

(e) The average number of weekly hours, determined in accordance with **clause 62.25(a)** above, will be then applied to the annual Salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

(f) An Employee who is a Shift Worker is also entitled to be paid Shift Allowances during a period of paid Primary Caregiver Parental Leave or Additional Paid Secondary Caregiver Parental Leave in accordance with **clause 43.5**.

62.26 Half Pay

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

62.27 Employer Superannuation contributions in respect of Primary Caregiver Parental Leave

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave will be entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave, subject to requirements in **clause 41.5** (Superannuation).

62.28 Effect of parental leave on progression for Primary Caregivers

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave may be entitled to Progression Steps or Amounts forgone as a result of being on parental leave in accordance with **clause 31** (Performance Development Progression).

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62.29 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

62.30 Returning to Work

(a) Returning to work early

(i) During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

(ii) In the case of adoption, where the placement of an eligible Child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

(b) Returning to work at conclusion of leave

(i) At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.

(ii) Subject to **clause 62.30(b)(iii),** an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 62.14** above, the Employee will be entitled to return to the position they held immediately before such transfer.

(iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(c) Returning to work at a reduced time fraction

(i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction. Consistent with **clause 10.2** of the Agreement, a request under this clause must be treated and responded to in the same manner as a request under **clause 10** of this Agreement.

(ii) Where an Employee wishes to make a request under **clause 62.30(c)(i)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

62.31 Lactation breaks

(a) Employees cannot be discriminated against for breastfeeding or chestfeeding or expressing milk in the workplace.

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(b) An Employee who wishes to continue breastfeeding or chestfeeding after returning to work from a period of parental leave or keeping in touch days, may take reasonable time during working hours without loss of pay to do so.

(c) Paid lactation breaks are in addition to normal meal and rest breaks provided for in this Agreement.

62.32 Consultation and Communication during Parental Leave

(a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 62.32(a)**.

62.33 Extended Family Leave

(a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years from the commencement date of parental leave.

(b) The Employee must make an application for Extended Family Leave each year.

(c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.

(d) Upon return to work the Employer may reallocate the Employee to other duties.

62.34 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.

(b) Before the Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(c) The limitation in **clause 18** on the use of fixed term employment to replace the Employee does not apply in this case.

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62.35 Casual Employees

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

63. Surrogacy Leave

63.1 Entitlement to Leave

An Employee (excluding a Casual Employee) who has completed at least three months paid Continuous Service, who enters into a formal surrogacy arrangement on or after 1 July 2020, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic), as the surrogate, is entitled to access the following leave entitlements:

(a) Pre-Natal leave in accordance with **clause 62.7** of the Agreement, and

(b) Six weeks of paid leave.

63.2 Continuing to work while pregnant

(a) A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.

(b) An Employee who fails to provide a requested medical certificate within seven days or provides one which states they are unfit for work may be required to commence surrogacy leave.

63.3 Transfer to safe job

(a) If an Employee provides a medical certificate stating they are fit for work but it is inadvisable for the Employee to continue in their present duties because of risks or illness, the Employee is entitled to be transferred to an appropriate safe job that has the same, or other agreed ordinary hours of work with no other changes to the Employee's terms and conditions.

(b) If no appropriate safe job is available the Employee is entitled to take paid or unpaid (if not eligible for parental leave) 'No Safe Job Leave'.

63.4 Commencement of Surrogacy Leave

(a) An Employee who is pregnant as a result of acting as a surrogate may commence paid Surrogacy Leave at any time within 6 weeks prior to the expected date of birth of the Child. Otherwise the period of parental leave must commence no later than the date of birth of the Child, unless agreed with the Employer.

(b) Unless otherwise agreed, any entitlement to paid surrogacy leave will be paid from the date of commencement of Surrogacy Leave.

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63.5 Surrogacy Leave and other entitlements

An Employee may access, in conjunction with Surrogacy Leave, any other paid or unpaid entitlements available under this Agreement with the approval of the Employer.

63.6 Half pay

The Employee may elect to take any paid Surrogacy Leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

63.7 Personal/Carer's Leave

A pregnant Employee, not then on Surrogacy Leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 56**.

63.8 Special Surrogacy Leave

(a) Where the pregnancy of an Employee not then on Surrogacy Leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(i) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 56**;

(ii) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under this **clause 63.1**.

63.9 Public holidays during a period of paid surrogacy leave

Where a Public Holiday occurs during a period of paid surrogacy leave, the Public Holiday is not to be regarded as part of the paid surrogacy leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid surrogacy leave.

63.10 Notice and Evidentiary Requirements

(a) An Employee must provide 10 weeks' written notice to the Employer of their intention to take Surrogacy Leave. The notification should include a Statutory Declaration which specifies:

(i) the intended start and end dates of the leave, and

(ii) if known, any other leave the Employee seeks approval to take in conjunction with their Surrogacy Leave, and

(iii) for the period of surrogacy leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) The Employer may also require the Employee to provide documentary evidence confirming:

(i) the expected date of birth of the Child, and

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(ii) the formal surrogacy arrangement, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic).

(c) The Employee must confirm these details at least 4 weeks prior to the commencement of the proposed period of Surrogacy leave.

64. Foster and Kinship Care Leave

64.1 An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention, or voluntary placement under a Child Care Agreement (in accordance with the *Children Youth and Families Act 2005* (Vic) or any successor to this legislation) is entitled to up to ten days paid leave per calendar year to support the placement of a child with the Employee.

64.2 For the purposes of this clause Foster and Kinship Care includes:

(a) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.

(b) Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.

(c) Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community, and Aboriginal culture are valued as central to the child's safety, stability and development.

64.3 Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Families, Fairness and Housing, the Children's Court or other similar federal, state or judicial authority.

64.4 Subject to the approval of the Employer, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.

64.5 In the case of foster carers, an absence of up to two days duration may be used for accreditation purposes, including attending compulsory interviews or training.

64.6 The Employer may require the Employee to provide reasonable evidence to satisfy themselves of the Employee's entitlement to leave under this provision.

65. Gender Affirmation Leave

65.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.

65.2 Gender Affirmation Leave is available to transgender Employees who are undergoing a process to affirm their gender. 'Transgender' is a broad term used for people whose gender differs from what they were assigned at birth. Transgender Employees may affirm their gender through medical, social or legal changes.

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65.3 Employees may give effect to their affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

65.4 Amount of Gender Affirmation Leave

(a) An Employee (other than a Casual Employee) who is undergoing a process of affirming their gender is entitled to Gender Affirmation Leave for the purpose of supporting the Employee's affirmation. Gender Affirmation Leave will comprise a maximum of:

(i) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and

(ii) up to 48 weeks of unpaid leave.

(b) The leave under this clause may be used flexibly over an Employee's employment in the VPS.

(c) Essential gender affirmation procedures may include:

(i) medical or psychological appointments, or

(ii) hormonal appointments, or

(iii) surgery and associated appointments, or

(iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or

(v) any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with the Employer.

(d) An Employee may utilise accrued Annual or Long Service Leave, or where appropriate, Personal Leave, to complement leave taken under this clause.

(e) Gender Affirmation Leave may be taken flexibly as consecutive, single or part days as agreed with the Employer.

(f) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

65.5 Gender Affirmation Leave – Casual employees

(a) Casual Employees are entitled to access unpaid leave of up to 52 weeks duration for gender affirmation purposes.

(b) The Employer may use their discretion to grant paid leave to a Casual Employee undergoing a process of gender affirmation under **clause 77** (Other Leave) of the Agreement on a case by case basis.

65.6 Notice and evidence requirements

(a) An Employee seeking to access Gender Affirmation Leave must provide the Employer with reasonable written notice of the expected period of leave, unless otherwise agreed by the Employer. Approval of a request to access leave with insufficient notice will not be unreasonably withheld, having regard to the length of absence and the operational requirements of the Employer.

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(b) An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

(c) For the purpose of this clause, Registered Practitioner has the same meaning as set out in **clause 56.1**.

66. Leave to Attend Rehabilitation Program

66.1 An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

(a) the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;

(b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and

(c) in the case of an alcohol or drug addiction, a Registered Practitioner has certified that in their opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or

(d) in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

66.2 On production of proof of attendance at an approved rehabilitation program in accordance with **clause 66.1**, an Employee may be granted leave as follows:

(a) An Employee who has completed two years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Table 26: Leave to attend rehabilitation programs

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

(b) An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

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66.3 For the purpose of this clause, Registered Practitioner has the same meaning as set out in **clause 56.1**.

67. Cultural and Ceremonial Leave

67.1 NAIDOC Week Leave

(a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

(b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

67.2 Leave to attend Aboriginal community meetings

The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

67.3 Leave to attend Annual General Meetings of Aboriginal community organisations

The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

67.4 Ceremonial leave

(a) Ceremonial leave will be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

(i) connected with the death of a member of the Immediate Family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or

(ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

(b) Where ceremonial leave is taken for the purposes outlined in **clause 67.4(a)**, up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

(c) Ceremonial leave granted under this **clause 67.4** is in addition to compassionate leave granted under **clause 61**.

68. Leave to participate in the First Peoples' Assembly of Victoria

68.1 An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days unpaid leave per calendar year to fulfil their official functions during their term of office.

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68.2 Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Employer.

68.3 Where in any calendar year an Employee exhausts their entitlement under this clause the Employer may grant further paid or unpaid leave, under **clause 77** (Other Leave), to support the Employee's representative functions.

68.4 The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Employer.

68.5 Where the Employee takes unpaid leave under **clause 68.1**, and where any payment received by the Employee from the First People's Assembly of Victoria for the Employee's fulfilment of their official functions is below the Employee's VPS Salary for that period of unpaid leave, the Employer will pay to the Employee make-up pay for the period of leave.

68.6 Where an Employee takes unpaid leave under this clause, the absence does not break continuity and counts as service for the purposes of accruing paid entitlements.

69. Long Service Leave

69.1 Basic Entitlement and accrual

(a) Long service leave is paid leave accrued during Continuous Employment in the VPS.

(b) Employees accrue long service leave based on the number of ordinary hours worked. Part-time Employees accrue long service leave on a pro rata basis. Casual Employees are entitled to accrue long service leave as provided for in this clause.

(c) The basic entitlement for each 10 years' full-time Continuous Employment is set out in the table below.

Table 27: Long Service Leave Entitlements

	Entitlement after 10 years full-time continuous employment	Approximate leave accrual per hour
Employee whose ordinary hours of work average 76 hours per fortnight	495.6967 hours (3 months)	0.0250 hours per hour
Employee whose ordinary hours of work average 80 hours per fortnight	521.786 hours (3 months)	0.0263 hours per hour

69.2 When can Long Service Leave be accessed?

(a) An Employee is entitled to take long service leave on a pro-rata basis after seven years of Continuous Employment, and at any time after that in accordance with **clause 69.3**.

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(b) An Employee with seven or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual on the date their employment ends.

(c) Despite **clause 69.2(b)** an Employee with 4 or more years of Continuous Employment is entitled to be paid out any unused long service leave accrual if:

(i) on account of age or ill health the Employee retires or is retired; or

(ii) the employment of the Employee is terminated for any reason except for serious misconduct or resignation; or

(iii) the Employee dies.

69.3 Taking long service leave

(a) Long service leave will be taken at a time convenient to the needs of the Employer and Employee.

(b) An Employee and Employer may agree that the whole or any part of their entitlement is paid

(i) at the current time fraction they work, or

(ii) at a different time fraction to that currently worked.

(c) Long service leave may be taken for any period of not less than 1 day.

(d) A Public Holiday falling within a period of approved long service leave is not regarded as part of the long service leave. An Employee is entitled to take and be paid for a public holiday falling within a period of approved long service leave.

(e) On return from leave, the Employee will revert to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

69.4 Payment while on long service leave

(a) While on long service leave the Employer will continue to pay the Employee using the same method and frequency as if the Employee was not on long service leave.

(b) Payment to an Employee for or in lieu of long service leave includes:

(i) Salary, and

(ii) salary maintenance if the Employee is receiving salary maintenance; and

(iii) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and

(iv) any annual allowance payable to the Employee which the Employer determines should be included, except excluding (if relevant):

- any payment of overtime, commuted overtime or Shift Work allowances; and
- any travelling or transport allowance; and

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- any allowance which is a reimbursement of an expenditure.

69.5 Periods of Continuous Employment in which long service leave accrues

Long service leave continues to accrue during the following absences from work:

(a) an absence on paid leave;

(b) from 1 January 2019, an absence after birth or adoption of a child on unpaid parental leave which, in combination with any period of paid parental leave, totals 52 weeks or less;

(c) an absence of 52 weeks or less when the employee is in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any predecessor;

(d) an absence of 52 weeks or less during which a pension under section 83A(1) of *State Superannuation Act 1988* (VIC) (or similar provision applying to Employees of a declared authority) was paid; or

(e) an absence on unpaid leave for which the Employer expressly authorises long service leave to accrue.

69.6 Periods of Continuous Employment in which long service leave does not accrue

(a) Long service leave does not accrue for the following periods:

(i) a gap between engagements of a Casual Employee of less than 3 months; or

(ii) an absence on unpaid leave, other than as provided for in **clause 69.5**; or

(iii) an absence from duty in excess of 12 months when the Employee was in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any corresponding previous enactment; or

(iv) a period of service which followed the date on which a pension under the *State Superannuation Act 1988* (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability.

(b) The periods at **clause 69.6(a)** do not break Continuous Employment, and may be periods of recognised service for the purposes of long service leave.

69.7 Absences which break Continuous Employment

Continuous Employment will be broken by the following:

(a) Subject to **clause 69.5(b)** any gap between engagements in Continuous Employment by a Casual Employee of more than 3 months; or

(b) any absence from employment due to the dismissal of the Employee for disciplinary reasons; or

(c) receipt of a Voluntary Departure Package from any Victorian Public Sector employer; or

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(d) any gap or break in service or absence not provided for in **clause 69.5** or **clause 69.6** or **clause 69.8**.

69.8 Previous employment which counts towards Continuous Employment

(a) Service in previous employment in the VPS or any employer referred to in **clause 69.9** counts towards Continuous Employment where the service concluded within 12 months of the commencement or re-commencement of employment in the VPS.

(b) Despite **clause 69.8(a)**, service in previous employment in the VPS or with any employer referred to in **clause 69.9** counts towards Continuous Employment where:

(i) the service concluded within three years of retirement occasioned by disability, or

(ii) the service concluded within two years of the commencement of employment in the VPS and the Employer considers special circumstances exist.

(c) An Employee is not entitled to long service leave (or payment for long service leave):

(i) for a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from a different employer or for previous employment; or

(ii) where the Employee has received long service leave (or a payment in respect of long service leave) from a different employer or for previous employment.

(d) **Clause 69.8(c)** does not apply if funds have been transferred to the Employer to cover long service leave.

(e) **Clauses 69.6** and **69.7** apply to service in previous employment.

69.9 Service with other employers that counts towards Continuous Employment

(a) The following service will be recognised as Continuous Employment in the VPS for the purposes of long service leave:

(i) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or

(ii) any service with a public entity under the PAA; or

(iii) any service with a local government authority that is established by or under a law of Victoria.

(b) In addition, the Employer may recognise service with

(i) a public sector authority; or

(ii) a local governing authority of the Commonwealth, a State other than Victoria or a Territory of Australia

(c) For the purposes of **clause 69.9(a)** and **69.9(b)** authority means an authority, whether incorporated or not, that is constituted:

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(i) by or under a law of a State, the Commonwealth or a Territory of Australia; and

(ii) for a public purpose.

(d) Where an Employee believes they have service with other employers which should be counted towards Continuous Employment, the Employee should make application to the Employer seeking this service be counted towards the Employee's period of Continuous Employment within six months of an Employee's starting date in the VPS. The Employer will take reasonable steps within this period to ascertain from the Employee whether the Employee has prior service.

(e) **Clauses 69.6, 69.7**and **69.8** apply to service in previous employment.

70. Defence Reserve Leave

70.1 An Employee required to complete Defence Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.

70.2 The Employee will consult with the Employer regarding the proposed timing of the service. Applications for leave under this clause must be made with as much notice as is possible and be accompanied by evidence supporting the call to duty or reason for the service.

70.3 Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during their ordinary hours of work is below the Employee's VPS Salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

70.4 **Preservation of prior entitlement**

For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

71. Jury Service

71.1 An Employee required to attend for jury service under the *Juries Act 2000* (Vic) is entitled to leave with pay for the period during which their attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.

71.2 Any payment made to the Employee in accordance with the *Juries Act 2000* (Vic) for serving as a juror during their ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

72. Leave for Blood Product Donations

72.1 Leave may be granted to an Employee without loss of pay to visit the Lifeblood Centre as a donor once every twelve weeks. Where an Employee wishes to donate blood products more frequently, the Employee may be released from their duties subject to the operational requirements of the Employer.

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73. Leave to Engage in Voluntary Emergency Management Activities

73.1 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave with pay for:

(a) time when the Employee engages in the activity; and

(b) reasonable travelling time associated with the activity; and

(c) reasonable rest time immediately following the activity.

73.2 The Employee must advise the Employer as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

73.3 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

73.4 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

74. Voluntary Community Activities Leave

74.1 An Employee is entitled to leave with pay of up to 10 days, per calendar year, to fulfil official functions during their term of office as an elected member of

(a) a Local Government Council or

(b) a committee of management of a not-for-profit community organisation which operates under a formal legal structure subject to applicable State or Federal legislation.

74.2 Leave will be subject to Employer's operational needs.

74.3 Leave will be available for any of the following purposes:

(a) To enable the Employee to attend any training program required to meet grant, funding or governance obligations, or

(b) Participate in a community event as part of their role with the organisation, or

(c) Participate in consultation relevant to their role in the organisation, or

(d) Any other purpose agreed with the Employer.

74.4 Leave will not accrue from year to year and cannot be cashed out on termination of employment.

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75. Participation in Sporting Events

75.1 Leave with pay up to a maximum of two weeks in any two-calendar year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.

75.2 The length of absence from work and travel arrangements for participation in sporting events must be agreed with the Employer in advance before leave may be granted.

76. Study Leave

76.1 The Employer acknowledges that learning and development benefits both the Employee and Employer. The provision of learning and development contributes to a career public service.

76.2 The Employer may grant to any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation. Approval of study leave is at the discretion of the Employer; however, study leave will not be unreasonably withheld.

76.3 The Employer may grant any Employee time off without loss of pay under this clause for professional development including Continuing Professional Development (CPD), short courses, micro-credentialing or other training.

76.4 In determining whether to grant study leave, the Employer will consider matters such as the relevance of the proposed study to the Employee's employment, the development of the Employee's capability and skills, alignment to organisational goals and the reasonable operational requirements of the Employer.

76.5 The Employer may grant an Employee, the following leave entitlements:

(a) paid leave to enable travel and online/in-person attendance of up to seven hours and 36 minutes of classroom activity or related project work per week, and

(b) up to five days paid leave per annum to:

(i) prepare for and attend examinations associated with the course of study, or

(ii) finish and present major project work required to complete an accredited course of study, professional development, short course, micro-credentialing or other training.

76.6 The Employer may grant additional leave with or without pay as considered necessary.

76.7 Part-time Employees may be granted Study Leave on a pro-rata basis calculated on the number of ordinary hours worked.

76.8 In determining the amount of any leave to be granted under **clause 76.2**, the Employer will have regard to the course requirements, the Employer's operational requirements and the development of the Employee.

76.9 Where an Employee undertakes an accredited course of study professional development, short course, micro-credentialing or other training, the Employee may be expected to complete some of the course requirements in their own time.

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76.10 The paid leave provided for in **clause 76.5(a)** may be used weekly or, with the approval of the Employer, banked to support attendance at intensive courses. Study leave will not accrue from year to year and will not be paid out on termination.

77. Other Leave

77.1 An Employee may be granted leave with or without pay by the Employer for any purpose.

77.2 Leave under this clause may be granted for purposes including:

(a) cultural and religious purposes; or

(b) activities inherently associated with an Employee's disability not already provided for by specific leave entitlements under this Agreement or otherwise agreed with the Employer; or

(c) paid family violence leave for casual employees.

77.3 Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

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Part 8 Emergency Management

78. Review of Emergency Management Provisions

78.1 The parties agree to establish a VPS Emergency Management Working Group to undertake a review of emergency management provisions.

78.2 The working group will comprise representatives nominated by the CPSU and the Employer.

78.3 The purpose of the working group will be to establish an agreed set of common employment entitlements for Employees performing incident and emergency response and fire suppression work (collectively 'emergency management') as part of or in addition to their usual duties. The working group will be guided by the following principles:

(a) The purpose of a common set of entitlements is to ensure that Employees, irrespective of their employing Public service body head, performing the same emergency management work will be compensated equally.

(b) The common set of employment entitlements should, where possible, cover all emergency management work within the responsibility of the VPS.

(c) The common set of employment entitlements, where possible, should be described based on the role and location of the work performed and avoid distinctions based on the employing Public service body head (i.e. the name of the VPS department or agency).

(d) The common set of employment entitlements, where possible, should be appropriately graduated based on the nature of the emergency management work, as well as the level of skills, training and risk involved.

(e) The common set of employment entitlements should be based on the existing terms and conditions of employment, set out in the Agreement and its appendices.

(f) The common set of employment entitlements should be financially sustainable.

78.4 Only agreed outcomes will be implemented. Where outcomes are agreed, it is the intent of the parties to implement these in the next iteration of the Agreement, unless agreement can be reached for an earlier implementation date.

78.5 The working group will seek to complete this work within 12 months of the Agreement being approved by the Fair Work Commission.

79. VPS Emergency Surge Capacity for State, Regional or Incident Control Centres

79.1 Application

(a) **Clause 79** applies to Employees providing support in the State Control Centre (SCC), Regional Control Centres (RCC) or Incident Control Centres (ICC) (Control Centre) across Victoria as part of the VPS Emergency Surge Workforce (VPS ESW).

(b) The entitlements in this clause only apply to an Employee when:

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(i) their Employer has entered into a formal arrangement to participate in the VPS ESW; and

(ii) has the approval of their Employer to participate in the VPS ESW; and

(iii) is performing emergency related work in a Control Centre in response to a declared emergency which is not part of an Employee's ordinary duties or their Employers' usual business operations; and

(iv) is trained, skilled and fit for duty to participate in the VPS ESW.

(c) An emergency may be declared at the direction of the Emergency Management Commissioner (EMC), State Response Controller (SRC), Regional Response Controller or other persons with the responsibility to declare emergencies.

(d) At all times while an Employee is participating in the VPS ESW, their employing department remains unchanged.

(e) Employees performing emergency management work and who are employed in Departments or Agencies with an Agency Specific Appendix which provide emergency management provisions that apply to the Employee's employment, will at all times be covered by those provisions when participating in the VPS ESW, except if the provisions of this clause are more generous.

79.2 Definitions

For the purposes of this clause:

Activated Stand-by means an Employee has agreed to be available on a Stand-by Roster after being activated for emergency work as defined in **clause 79.1**.

Activation of Roster means the VPS ESW has been requested to activate into emergency response roles.

Availability Roster means a roster for planning purposes that indicates when an individual may be available to perform an Emergency role. There is no expectation for immediate recall unless the roster is activated. This does not attract stand-by penalties unless the roster is activated and the individual is placed on stand-by. If placed on stand-by, the provisions within **clause 79.7** will apply.

Emergency as defined by the *Emergency Management Act 2013* (Vic) means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person in Victoria or which destroys or damages, or threatens to destroy or damage, any property in Victoria or endangers or threatens to endanger the environment or an element of the environment in Victoria, including, without limiting the generality of the above:

(a) an earthquake, flood, wind storm or other natural event; and

(b) a fire; and

(c) an explosion; and

(d) a road accident or any other accident; and

(e) a plague or an epidemic or contamination; and

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(f) a warlike act or act of terrorism, whether directed at Victoria or part of Victoria or at any other State or Territory of the Commonwealth; and

(g) a hi-jack, siege or riot; and

(h) disruption to an essential service.

Fit for Duty means that an Employee is medically approved to safely perform the duties of their Emergency work role.

Shift Roster means a Shift Work roster worked in accordance with **Clause 43** of the Agreement.

Stand-by Roster means individuals on these 7-day, year-round rosters are required to be on stand-by for the nominated dates as displayed and must be available for duty within 1 hour of the specified time. These rosters attract stand-by penalties in accordance with **clause 39.5(e)** of the Agreement and are generally limited to one position per function.

79.3 Retention of Classification

An Employee will retain the classification on which they were employed immediately prior to the outbreak of an Emergency, provided that the Employer may for the purpose and during any period of Emergency work operations specifically assign an Employee to another classification for which a higher wage rate is prescribed in which case appropriate payment will be made.

79.4 Normal Hours of Work

The weekly total of hours paid at ordinary time will not exceed 38 per week to be worked in accordance with the normal accrual provisions.

79.5 Work Period

The minimum work period, except when on stand-by, callout or required to work overtime in accordance with **clause 79.7** and **79.15**, will be 7.6 hours per day.

79.6 Availability Roster

(a) Rostering for the VPS ESW to perform duties in control centres will be consistent with the standard approach to rostering emergency response adopted across the state.

(b) Employees will be provided with the opportunity to provide their availability and comment on the roster prior to it being finalised. If an Employee commences work in control centres after the finalisation of the availability roster, it may be updated accordingly.

(c) Minimum information in the roster is to include:

(i) Frequency of Employees being rostered (e.g. one week in two), and

(ii) Commencement and cessation date of roster, and

(iii) Rostered roles, and

(iv) Application of the roster (i.e. weekdays, weekends and/or after hours), and

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(v) Whether the roster includes deployment away from the usual place of work.

(d) Employees shall be notified of the commencement of the Availability Roster at least four weeks in advance.

(e) Once finalised, the Availability Roster may be amended following consultation and agreement with affected Employee/s.

(f) Once the roster is activated, Employees will be paid all allowances (stand-by payment and other) until the cessation date of the roster.

79.7 Stand-by

(a) Stand-by will mean all time during which an Employee is required to remain available for an immediate recall to work at a control centre.

(b) An Employee on stand-by will be available either at their workplace, home or at such other place as is mutually agreed with the Employer.

(c) If an Employee is unable to fulfil the stand-by requirement, it is their responsibility to notify the relevant roster coordinator.

(d) Activated Stand-by payment will be calculated as follows:

Table 28: Stand-by

Date of effect	Per hour
1 May 2024	$20.70
1 May 2025	$21.30
1 May 2026	$21.95
1 May 2027	$22.60

(e) Stand-by for Employees on Saturdays, Sundays and Public Holidays will mean an eight hour period between 10.00am and 10.00pm. If required, stand-by may be extended past 10.00pm and paid according to the rate specified in **clause 79.7(d)**. Unless notified a minimum of 24 hours prior to stand-by commencing, the default stand-by hours will be 10.00am to 6.00pm.

(f) An Employee who is rostered to stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by payment for each day so rostered.

(i) The Employee will only be entitled to 4 hours stand-by pay if notified no later than by the end of the Employee's prior working day that standby for that Saturday, Sunday and/or Public Holiday has been cancelled.

(g) An Employee may be placed on stand-by at the cessation of the normal working time on any normal weekday. Payment will be made from the normal time of cessation of work at the rate as provided in **clause 79.7(d)**.

(h) If an Employee is called on to perform VPS ESW duties at a control centre on any day that they are on stand-by, the Employee will be paid for all stand-by performed

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on that day which is not paid for under **clause 79.15**, in addition to their entitlements under **clause 79.15**.

(i) If being on standby is part of the Employee's normal Business as Usual role, **clause 39.5** (Standby/Recall Allowance) applies.

79.8 Time recording

Rostered Employees will record the hours worked in the manner and form determined by the Employer. This provision shall not be used to avoid an obligation, if it exists, to pay the relevant overtime payments.

79.9 Meal intervals

Meal intervals during VPS ESW duties at the control centres will not exceed 30 minutes and will be counted as time worked.

79.10 Provision of Meals

(a) When performing emergency work, the Employer will provide the usual 3 meals per day, provided that where an Employee is required to work at night the Employer will provide suitable provisions at reasonable intervals. All food supplied by the Employer will be free of charge.

(b) The Employer will make every reasonable effort to provide meals to those deployed at an emergency. In those cases where a meal is not provided for a planned meal break, a meal will be provided after the completion of the shift.

79.11 Monday to Friday payment

(a) All time worked while performing VPS ESW duties at Control Centres on any Monday to Friday (including time worked prior to Emergency work) will be paid for at the rate of ordinary time for the first 7.6 hours and at the rate of time and one half for the next 2 hours and at the rate of double time thereafter.

(b) The wage rate will revert to ordinary time when the Employee has received a rest period of 10 hours.

(c) If a work period extends beyond midnight and penalty rates are being paid, such penalty rates will continue until the end of the work period.

79.12 Saturday work

All time worked while performing VPS ESW duties at a Control Centre by an Employee on a Saturday will be paid for at the rate of time and one half for the first two hours and at double time thereafter, except if **clause 79.11(c)** applies.

79.13 Sunday and public holiday work

All time worked while performing VPS ESW duties at a Control Centre by an Employee on a Sunday will be paid for at double the ordinary prescribed rate and for all time worked on a Public Holiday at two and one half times the ordinary prescribed rate.

79.14 Payment of Overtime Ceiling

(a) An Employee who is in receipt of salary up to and including VPS Grade 6 is eligible to receive payment for overtime and stand-by in respect to VPS ESW duties at a Control Centre. Payment for overtime worked will be subject to the maximum

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payment, based on the hourly rate of the annual salary of the lowest pay point within Grade 4.

(b) If an Employee's ordinary-time hourly-rate is greater than the maximum hourly rate provided for **clause 72.14(a)**, the Employee is entitled to receive their ordinary-time hourly-rate for overtime worked.

79.15 Callout/Recall

(a) An Employee recalled to perform VPS ESW duties at a Control Centre will be paid for a minimum 4 hours at the appropriate penalty rate each time they are so recalled.

(b) If work continues for more than this initial 4 hour period, the Employee will be paid for the actual time worked, at appropriate penalty rates.

(c) If an Employee is recalled to perform VPS ESW duties at a Control Centre within 4 hours of ceasing a previous work period, then the total work period prior to re-commencement of work on the recall will be taken into account when calculating the hours of duty for the day and also be used for the purposes of calculating a 16 hour work period.

79.16 Rest Period

(a) For any VPS ESW shift at a control centre of up to 16 hours in length, an Employee will receive a minimum rest period of at least 10 continuous hours between one period of duty and the commencement of the next.

(b) In critical emergency circumstances, an Employee must not commence a new work period without having had 10 continuous hours off duty unless directed by the Employer.

(c) If an Employee is directed by the Employer to commence a new VPS ESW period of duties at a control centre and the Employee has not receive a continuous 10 hour rest period since completing one period of duty and the commencement of the next, the Employee will be paid at the rate of double time for the whole of that next period of work, until they are released from duty at the conclusion of that work period.

(d) For any VPS ESW shift at a Control Centre between 16 and 24 hours in length, a minimum continuous rest period of 12 hours is required before commencing the next period of duty.

(e) For any VPS ESW shift at a Control Centre exceeding 24 hours in length, a minimum continuous rest period of 22 hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day, to allow one full night of sleep.

(f) If the Emergency arrangements require an Employee to have a continuous rest period of greater than 16 hours and the Employee cannot work, the entirety of their ordinary weekly hours will still be paid to the Employee (even though the Employee has worked less than 38 ordinary hours in any Monday to Friday work period as a result of observing the break.

(g) Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.

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(h) Where an Employee, who is scheduled for a rest break but for operational reasons is required to remain in an Emergency base camp or other accommodation on a Saturday and/or Sunday, the Employee will be paid for a minimum of 7.6 hours for each day they remain in the base camp at the appropriate weekend rates.

(i) An Employee can request a longer rest period before commencing their following period of duty, having reference to the applicable Fatigue Management Policy and the health and safety of the Employee, which the Employer will not unreasonably refuse.

79.17 Resumption of normal duties

(a) An Employee must not commence normal duties without having had 10 continuous hours off duty unless directed by the Employer.

(b) Each Employee who has been engaged in VPS ESW duties at a Control Centre will have a clear break of 10 hours, on the cessation of such work and prior to the resumption of normal duties, without loss of pay for recognised (Business As Usual) working time occurring during such break.

(i) Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.

(ii) This provision will not apply with respect to any VPS ESW duties performed at a Control Centre commenced and completed between the hours of 7.00am and 5.00pm on the same day.

(c) Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.

(d) The provisions of this clause cease to apply when, as determined by the Employer, Emergency work becomes of a routine nature and no longer meets the definition of Emergency work. In such instances, conditions relevant to business as usual will apply.

79.18 Emergency role payments

Emergency role payments are provided to Employees who make themselves available for emergency role activation and meet the eligibility criteria as specified.

(a) The following table applies to Employees who are trained and/or accredited to perform the following Emergency work roles specifically and not as a part of other Emergency management roles.

(b) Functional Officer Roles refers to Unit Leaders and Functional Member Roles to individuals who are endorsed as unsupervised unit members. See table below:

Table 29: Emergency Role Payments

Functional Officer Roles	Functional Member Roles
EMV Duty Officer EMC Executive Officer SCC Room Manager (Tier 2 & 3)	Functional Unit Members (unsupervised) Shift Planning

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Functional Officer Roles	Functional Member Roles
State Relief & Recovery Manager State Consequence Manager Functional Unit Leaders Executive Strategic Communications	Executive Support Strategic Communications

(c) Annual Payment amounts:

Table 30: Annual Payment amounts

Roles	Officer Roles	Member Roles
1 May 2024	$4,419	$2,823
1 May 2025	$4,552	$2,908
1 May 2026	$4,689	$2,995
1 May 2027	$4,830	$3,085

(d) Payment will be made to current Employees as a lump sum upon verification in June of each year of their training currency, attendance at annual updates and availability to be deployed during that financial year.

(e) For clarification, to be deemed available, an Employee must be able to be deployed to fulfill an Emergency readiness and response role on request for a minimum of 25 days per financial year, to be calculated pro-rata for Part-Time Employees. A day may comprise any combination of the following:

(i) Eight (8) hours of standby (including Duty Officer standby); or

(ii) Deployment to an emergency, including activation to a Control Centre, within the State of Victoria (including travel days); or

(iii) Deployment to an emergency outside of the State of Victoria (including travel days and mandated rest days); or

(iv) Deployment (of not less than 4 hours) to a readiness event, an exercise or attendance at a briefing or training activity that is a mandatory requirement for an Employee's Emergency role. Employees accredited in more than one role will only receive payment for the highest role.

79.19 Rest periods for deployments between emergency duties

(a) A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or comprising 4 consecutive nights (plus 2 days travel time).

(b) Prior to returning to normal duties, where there has been a combination of normal duties and emergency duties of:

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(i) 7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; or

(ii) 10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.

(c) Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided

(d) Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.

(e) Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day's pay for the Public Holiday.

(f) Where an Employee travels for 2 hours or fewer from an alternative workplace to their usual workplace at the conclusion of a deployment, the day of travel will be considered a day's break in accordance with **sub-clauses 79.19(b)(i))** and **79.19(b)(ii)** above.

(g) Where the EMV Fatigue Management Policy and this Policy differ, the EMV Fatigue Management Policy will prevail over this Policy to the extent of any inconsistency.

79.20 Travelling Time

(a) All time spent by an Employee in proceeding to and from an emergency location (other than at or in close proximity to the Employee's usual place of work) will be regarded as time worked at the direction of the Employer.

(b) This **clause 79.20** does not apply to International deployments (with the exception of New Zealand).

79.21 Overseas and Interstate Travel

Where an Employee travels interstate or overseas for emergency work (deployment) purposes, the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. Costs will include accommodation, meals and other incidental expenses associated with the trip. As far as is reasonably practicable, when entering Agreements with international host jurisdictions, the Employer will require the standard of accommodation and meals to be equivalent to those associated with travel within Australia.

79.22 Footwear and clothing

All Employees engaged in emergency duties will be issued with appropriate safety clothing, footwear and equipment and will be required to maintain and wear such items as appropriate.

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Part 9 Occupational Health and Safety

80. Accident Make-Up Pay

80.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the Employee will, except where otherwise provided in **clause 80.2** below, be entitled to accident make-up pay equivalent to their normal Salary less the amount of weekly compensation payments.

80.2 An exception to **clause 80.1** is an Employee classified as a Ministerial Transport Officers who will be entitled to accident make-up pay equivalent to their normal Salary and the commuted overtime allowance, less the amount of weekly compensation payments.

80.3 Payment – maximum entitlement

(a) The Employer will continue to provide accident make-up pay to the Employee for either a continuous period of 52 weeks, or an aggregate period of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), unless employment ceases.

(b) An entitlement to accident make-up pay will cease when the Employee has been absent from work for either a continuous period of 52 weeks, or an aggregate period of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) cease.

(c) The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

80.4 For the avoidance of doubt, an Employee may, with the Employer's consent, take annual leave, long service leave or substitute leave (in accordance with **clause 49.4**) whilst receiving accident make up pay.

80.5 For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

81. Occupational Health and Safety and Rehabilitation

81.1 Objectives

(a) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.

(b) The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their

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health and safety representatives, of management systems and procedures designed to, so far as is practicable to:

(i) identify, assess and control workplace hazards; and

(ii) reduce the incidence and cost of occupational injury and illness; and

(iii) identify and appropriately manage work and work practices which impact on OH&S; and

(iv) provide a rehabilitation system for Employees affected by occupational injury or illness; and

(v) consider the impact of changes to work practices and staffing on occupational health and safety, and

(vi) ensure that health and safety representatives can exercise their powers to the extent provided for in the *Occupational Health and Safety Act 2004* (Vic) and the *Occupational Health and Safety Regulations 2017.*

(c) OH&S statutory requirements, including regulations and codes of practice/ compliance codes are minimum standards and will be improved upon where practicable.

81.2 OH&S consultation

(a) Consultative mechanisms appropriate to each Agency will be established to address OH&S issues. Such mechanisms will be:

(i) in accordance with the Victorian *Occupational Health and Safety Act 2004* (Vic); and

(ii) established in consultation with Employees and their health and safety representatives; and

(iii) consistent with the Employer's agreed issue resolution procedures and the rights and functions of health and safety representatives, consistent with the *Occupational Health and Safety Act 2004* (Vic).

(b) Where an OH&S committee is established at least half the members shall be Employees, including health and safety representatives.

(c) The OH&S committee must operate within the requirements of the *Occupational Health and Safety Act 2004* (Vic).

(d) An Accredited Representative of the Union or Workplace Delegate may attend local OH&S committee meetings (by giving notice) from time to time.

81.3 OH&S training

(a) Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures.

(b) The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

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81.4 Designated Work Groups

(a) In each Agency the parties at the local level will review the Designated Work Groups (DWGs) and negotiate revised DWGs where appropriate through workplace Union/management consultative structures.

(b) The parties at the central level will establish instructions for the conduct of the reviews of DWGs at the local level.

(c) Unions will be notified of vacancies for health and safety representatives in DWGs where the majority of DWG Employees are eligible to be members of a Union.

(d) Each elected health and safety representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a health and safety representative, including but not limited to regularly inspecting workplaces (as defined by their DWG), consulting with Employees in their DWGs, OH&S representatives and other persons involved in the organising of Employees' health, safety and welfare.

(e) The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected health and safety representatives for identified DWGs. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.

(f) To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a central register or local registers of DWG's and their health and safety representatives. The register will be maintained by the Employer from information provided on a quarterly basis from each region/workplace.

(g) Information from the updated register(s) will be provided periodically (quarterly) in electronic format to a Union. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic). Where possible, this information will include:

(i) a description, including the location, of each DWG within each Agency; and

(ii) the name of each elected health and safety representative, their workplace contact details and email address; and

(iii) the date the health and safety representative was elected; and

(iv) a description of the training the health and safety representative has attended and the date of attendance; and

(v) the name and contact details of the nominated management representative responsible for each DWG; and

(vi) details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

81.5 Health and safety representative training

(a) An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an

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appropriate introductory health and safety representative's course from a training organisation of their choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this **clause 81.5(a)** must only be granted to an Employee on one occasion and is additional to any other leave granted under this clause.

(b) Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the *Occupational Health and Safety Act 2004* (Vic), which is relevant to the functions of the DWG.

81.6 Bullying and violence at work

The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace.

81.7 Employee support and debriefing

(a) The Employer will provide support and debriefing to Employees who have directly or vicariously experienced a "critical incident" during the course of the work that results in personal distress or psychological trauma. The Employer is committed to assisting the recovery of Employees experiencing distress or trauma following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

(b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an Employee who was involved in or witnessed, or otherwise deals with and/or is exposed through their course of their duties to the details of such an incident.

(c) Critical incidents in the workplace environment include, but are not limited to:

(i) aggravated assaults; or

(ii) robbery; or

(iii) suicide or attempted suicide; or

(iv) murder; or

(v) sudden or unexpected death; or

(vi) hostage or siege situations; or

(vii) discharge of firearms; or

(viii) vehicle accidents involving injury and/or substantial property damage; or

(ix) acts of self-harm by persons in the care of others; or

(x) industrial accidents involving serious injury or fatality; or

(xi) accounts of sexual violence; or

(xii) accounts of child abuse and domestic violence; or

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(xiii) any other serious accidents or incidents.

82. Industrial Relations Training

82.1 In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course will be granted reasonable access to paid leave, as a minimum of five days per calendar year, so long as the granting of such leave does not unduly effect the operations of the Agency in which the Employee is employed. Approval will not be unreasonably withheld.

82.2 The Employee may be granted the leave specified in **clause 82.1** where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

83. Facilities, Equipment and Accommodation – General

83.1 The Employer shall provide Employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.

83.2 The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

84. Agreement Compliance and Union Related Matters

84.1 Rights of Representatives of a Union

(a) Representatives of the Union include Accredited Representatives of the Union and Workplace Delegates. Representatives of the Union play an important and legitimate role in the workplace. Workplace Delegates also support Employee access to union officials and provide Employee views to the Employer.

(b) A Representative of the Union is entitled to represent union members' industrial interests, including in disputes.

(c) A Representative of the Union is entitled to reasonable communication with members and prospective members in relation to their industrial interests.

84.2 Employer obligations to a Representative of the Union

(a) The Employer must not unreasonably fail or refuse to deal with a Representative of the Union.

(b) The Employer must not knowingly or recklessly make a false representation to a Representative of the Union, and

(c) The Employer must not unreasonably hinder, obstruct or prevent the exercise of a Representative of the Union's rights under this Agreement.

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84.3 Employer obligations to a Workplace Delegate

(a) An Employee shall not be dismissed or injured in their employment or have their employment altered to their prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of their status as an Workplace Delegate, engagement in lawful activities as a Workplace Delegate or on the basis of their membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

(b) The Employer must not injure a person in their employment, or alter the terms or conditions of employment of a person to their prejudice, on the basis of their membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

84.4 Access to Facilities and time to undertake duties as a Representative of a Union

(a) An Accredited Representative of a Union or Workplace Delegate is entitled to reasonable access to the workplace and facilities for the purposes of the rights exercised under **clause 84.1**.

(b) A Workplace Delegate shall be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable them to carry out their representative functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the FW Act. Such release must not unduly affect the operations of the Agency in which the Employee is employed.

(c) Members of a Union shall be permitted by the Employer to post written material authorised by a Union in a place within the workplace to which members and potential members of that Union have convenient access, and to distribute such written material by appropriate means to Union members.

(d) Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union, provided that such communication is not offensive or improper.

84.5 Employee Representation on CPSU SPSF Victorian Branch Council

(a) Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the CPSU will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.

(b) Additional paid leave will be granted to Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:

(i) Federal Executive and Federal Council meetings of the CPSU; and

(ii) the Australian Council of Trade Unions' triennial conference.

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(c) On application, the Employer shall grant leave without pay to an Employee for the purposes of secondment to work for a Union.

(d) Employer obligations to an Employee who is a CPSU SPSF Victorian Branch Council member

An Employee shall not be dismissed or injured in their employment or have their employment altered to their prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of their status as a member of CPSU SPSF Victorian Branch Council, engagement in lawful activities as a member of CPSU SPSF Victorian Branch Council or on the basis of their membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

85. Union encouragement

85.1 The Parties covered by this Agreement recognise the right of Employees to join a union and will encourage Employees to join and maintain financial membership of a union. The Parties further recognise that union membership remains at the discretion of individual Employees.

85.2 An application for union membership and information on the relevant Union/s will be provided to all Employees as soon as practicable after the commencement of employment.

85.3 Information on the relevant Union/s will be included in induction materials, including current membership material, details of fees, and general information about the Union. This information will be supplied by the Union(s).

85.4 The Employer will ensure that Union representatives are provided with the opportunity to discuss union membership with new Employees. These discussions may be held during working hours, provided that the Employer's operations are not unreasonably disrupted. Where inductions are held in person or online, the Union will be invited to address new Employees as part of those inductions.

86. Right of Entry

86.1 For the purposes of ensuring compliance with this Agreement and the FW Act, an official of a Union who has been issued with an entry permit by the FWC pursuant to section 512 of the FW Act will be permitted access to the workplace provided they comply with the provisions set out in Part 3-4 of the FW Act.

86.2 A permit holder may only enter the workplace for the purposes permitted by and in compliance with the provisions of Part 3-4 of the FW Act.

86.3 Subject to **clauses 86.1** and **86.2** a permit holder may enter the premises and shall adhere to the principles that they must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

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Schedule A Redeployment

The redeployment policy will be based on the following principles:

1. The redeployment of surplus Employees wherever practical and consistent with the application of merit;

2. Surplus Employees have priority to be placed in vacancies that occur within the VPS, unless the surplus Employee is determined to be unsuitable for appointment to that vacancy by the prospective employing Agency;

3. The placement of surplus Employees be managed at Agency level, the redeploying Agency to provide individualised case management and support, including counselling, provision of job search skills, liaison and retraining to assist in achieving placements;

4. Processes to be consistent with the application of the principles of fair and reasonable treatment and merit selection;

5. Surplus Employees to have access to departure packages only after a reasonable period;

6. Retrenchment and payment of a separation package to be used as an action of last resort where redeployment within a reasonable period does not appear likely;

7. Where a vacancy exists for which a redeployee is suitable and is the only candidate or the best candidate amongst redeployees, a valid offer will be made. A valid offer involves an offer of duties to a suitably qualified Employee (which may be at the same or different level or status or the same or different general location as the Employee's previous employment);

8. Redeployees will have priority access to vacancies both at the Employee's classification level and below their classification level and, where appropriate, will be provided with Salary maintenance;

9. Relinquishing Agencies will provide support to redeployees being placed in alternative positions utilising high quality and professional expertise; and

10. Redeployees will actively engage in the redeployment process.

Schedule B Supported Wage System

1. Supported Wage System

1.1 This schedule deals with the calculation of minimum rates of pay which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

(a) **Supported wage system** means the commonwealth government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System (SWS) Handbook.

(b) **Approved assessor** means a person accredited by the management unit established by the commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

(c) **Disability support pension** means the commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991(Cth)* or any successor to that scheme.

(d) **Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

(e) **SWS wage assessment** agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

1.2 Eligibility criteria

(a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(b) This clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of accident compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

(c) This clause does not apply to the Employer in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986 (Cth)* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12a of the *Disability Services Act 1986 (Cth)*, or if a part only has received recognition, that part.

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1.3 Supported wage rates

(a) Supported wage rates must be calculated as a percentage of the minimum rate of pay prescribed by this Agreement for the class of work the person is performing according to the following table:

Assessed capacity	Percentage of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(b) The minimum rate payable to an Employee under the Supported Wage System detailed in **Schedule B** of the Agreement, will be no less than the minimum rate prescribed in **Schedule N** of the *Victorian Public Service Award 2016*.

(c) *Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

1.4 Assessment of capacity

(a) For the purpose of establishing the applicable percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system by an approved assessor, having consulted with the Employer and Employee, and if the Employee so desires, a union which the Employee is eligible to join.

(b) All assessments made under this schedule must be documented in a SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

1.5 Lodgement of assessment instrument

(a) All SWS wage assessment agreements under this Schedule, including the applicable percentage of the Agreement Salary to be paid to the Employee, must be lodged by the Employer with FWC.

(b) All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment.

1.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of

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review must be in accordance with the procedures for assessing capacity under the supported wage system.

1.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement paid on a pro rata basis.

1.8 Workplace adjustment

If the Employer wishes to employ a person under the provisions of this clause they must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

1.9 Trial period

(a) In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During that trial period the assessment of the Employee's capacity will be undertaken and the applicable percentage of the Agreement rate for a continuing employment relationship shall be determined.

(c) The minimum rate payable to an Employee under the Supported Wage System detailed in **Schedule B** of the Agreement, will be no less than the minimum rate prescribed in **Schedule N** of the *Victorian Public Service Award 2016*.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 1.4** hereof.

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Schedule C VPS Salaries and Classification and Value Range Descriptors

1. VPS Salaries

	Grade	Value Range	Progression Step	Date of effect			
				1 May 2024	1 May 2025	1 May 2026	1 May 2027
VPS Officer	1	1.1	1.1.1	$53,423	$55,026	$56,677	$58,377
			1.1.2	$54,516	$56,151	$57,836	$59,571
			1.1.3	$55,614	$57,282	$59,000	$60,770
			1.1.4	$56,711	$58,412	$60,164	$61,969
	2	2.1	2.1.1	$58,539	$60,295	$62,104	$63,967
			2.1.2	$59,728	$61,520	$63,366	$65,267
			2.1.3	$60,915	$62,742	$64,624	$66,563
			2.1.4	$62,107	$63,970	$65,889	$67,866
			2.1.5	$63,290	$65,189	$67,145	$69,159
			2.1.6	$64,482	$66,416	$68,408	$70,460
			2.1.7	$65,670	$67,640	$69,669	$71,759
			2.1.8	$66,858	$68,864	$70,930	$73,058
		2.2	2.2.1	$68,045	$70,086	$72,189	$74,355
			2.2.2	$69,234	$71,311	$73,450	$75,654
			2.2.3	$70,419	$72,532	$74,708	$76,949
			2.2.4	$71,610	$73,758	$75,971	$78,250
			2.2.5	$72,795	$74,979	$77,228	$79,545
			2.2.6	$73,987	$76,207	$78,493	$80,848
			2.2.7	$75,175	$77,430	$79,753	$82,146
	3	3.1	3.1.1	$76,817	$79,122	$81,496	$83,941
			3.1.2	$78,465	$80,819	$83,244	$85,741
			3.1.3	$80,111	$82,514	$84,989	$87,539
			3.1.4	$81,756	$84,209	$86,735	$89,337
			3.1.5	$83,400	$85,902	$88,479	$91,133
			3.1.6	$85,048	$87,599	$90,227	$92,934
		3.2	3.2.1	$86,691	$89,292	$91,971	$94,730
			3.2.2	$88,339	$90,989	$93,719	$96,531
			3.2.3	$89,984	$92,684	$95,465	$98,329
			3.2.4	$91,627	$94,376	$97,207	$100,123
			3.2.5	$93,275	$96,073	$98,955	$101,924
	4	4.1	4.1.1	$95,102	$97,955	$100,894	$103,921
			4.1.2	$97,237	$100,154	$103,159	$106,254
			4.1.3	$99,371	$102,352	$105,423	$108,586
			4.1.4	$101,500	$104,545	$107,681	$110,911
			4.1.5	$103,638	$106,747	$109,949	$113,247
			4.1.6	$105,771	$108,944	$112,212	$115,578
			4.1.7	$107,905	$111,142	$114,476	$117,910

	Grade	Value Range	Progression Step	Date of effect			
				1 May 2024	1 May 2025	1 May 2026	1 May 2027
Senior Officer	5	5.1	5.1.1	$109,730	$113,022	$116,413	$119,905
			5.1.2	$113,019	$116,410	$119,902	$123,499
			5.1.3	$116,308	$119,797	$123,391	$127,093
			5.1.4	$119,596	$123,184	$126,880	$130,686
			5.1.5	$121,247	$124,884	$128,631	$132,490
		5.2	5.2.1	$121,250	$124,888	$128,635	$132,494
			5.2.2	$124,538	$128,274	$132,122	$136,086
			5.2.3	$127,827	$131,662	$135,612	$139,680
			5.2.4	$131,116	$135,049	$139,100	$143,273
			5.2.5	$132,764	$136,747	$140,849	$145,074
	6	6.1	6.1.1	$134,593	$138,631	$142,790	$147,074
			6.1.2	$138,746	$142,908	$147,195	$151,611
			6.1.3	$142,899	$147,186	$151,602	$156,150
			6.1.4	$147,052	$151,464	$156,008	$160,688
			6.1.5	$151,205	$155,741	$160,413	$165,225
			6.1.6	$155,358	$160,019	$164,820	$169,765
			6.1.7	$157,355	$162,076	$166,938	$171,946
		6.2	6.2.1	$157,356	$162,077	$166,939	$171,947
			6.2.2	$161,509	$166,354	$171,345	$176,485
			6.2.3	$165,662	$170,632	$175,751	$181,024
			6.2.4	$169,815	$174,909	$180,156	$185,561
			6.2.5	$173,968	$179,187	$184,563	$190,100
			6.2.6	$178,121	$183,465	$188,969	$194,638
			6.2.7	$180,115	$185,518	$191,084	$196,817
Senior Technical Specialist	7	7.1	7.1.1	$182,813	$188,297	$193,946	$199,764
			7.1.2	$189,635	$195,324	$201,184	$207,220
			7.1.3	$196,458	$202,352	$208,423	$214,676
			7.1.4	$203,281	$209,379	$215,660	$222,130
			7.1.5	$204,749	$210,891	$217,218	$223,735
		7.2	7.2.1	$204,753	$210,896	$217,223	$223,740
			7.2.2	$211,575	$217,922	$224,460	$231,194
			7.2.3	$218,398	$224,950	$231,699	$238,650
			7.2.4	$225,221	$231,978	$238,937	$246,105
			7.2.5	$226,690	$233,491	$240,496	$247,711
		7.3	7.3.1	$226,690	$233,491	$240,496	$247,711
			7.3.2	$233,512	$240,517	$247,733	$255,165
			7.3.3	$240,335	$247,545	$254,971	$262,620
			7.3.4	$247,158	$254,573	$262,210	$270,076
			7.3.5	$248,629	$256,088	$263,771	$271,684

2. VPS Career Structure Classification and Value Range Standard Descriptors

Table 31: VPS Career Structure Classification and Value Range Standard Descriptors

Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
Decision Making	**1.1A**	**2.1A**	**2.2A**	**3.1A**	**3.2A**	**4.1A**
Accountability and Frameworks	Undertakes specific and defined tasks within established rules under close supervision, defined as: • clear and detailed instructions are provided; tasks are covered by standard procedures; • deviation from procedures or	Applies rules, processes and standards under general supervision Plans and prioritises own work program to achieve defined targets Changes own work program, which may impact on the operations of the work area	Selects from a range of accepted options established by rules, processes, and standards Makes decisions that may have significant impact on clients	Team leadership may be exercised where appropriate to the role Exercises professional judgement about the application of rules, or the selection of choices within guidelines Resolves local operational service delivery problems within guidelines	Sets local precedents regarding the application of guidelines Provides guidance for others in the work area and/ or related areas	Develops guidelines within the work area Resolves operational service delivery problems consistent with program objectives Interprets and applies business plans and policies to own area of responsibility

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	unfamiliar situations are referred to higher levels; and • work is regularly checked Influences own daily work priorities and schedules under direction of supervisor Accountable for accuracy and timeliness of outputs			Reviews decisions, assessments and recommendations from less experienced team members Determines the work organisation of the work area Analysis and advice contributes to decision making by others Manages budget and resources for the work area		Advice and analysis contributes to policy formulation
Innovation and Originality	The focus is on maintaining existing systems and processes Identifies opportunities to	Judgement is required to solve problems arising in own work program Takes initiative to recommend	Creatively deals with problems within the work area	Initiates improvements to procedures within the work area	Assesses and responds to policy and process changes in the work area Identifies and applies developments within	Innovative thinking is an inherent feature of the job Defines the appropriate methodology in the

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Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	improve own efficiency and suggests these to supervisor	improved processes in immediate work area			professional field to problem solving within the work area	analysis of policy or research options
Communication	**1.1B**	**2.1B**	**2.2B**	**3.1B**	**3.2B**	**4.1B**
	Provides and receives routine information Communication is mainly focused on routine issues that may require an understanding of the operational context	Explains rules, procedures and operational policies to individual clients or colleagues Presents routine information to small groups and provides feedback to organisation Draft routine internal reports and correspondence Liaises with stakeholders, clients and external	Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	May lead a team through activities including individual and team performance management and development Explains concepts and policies to clients, stakeholders and staff Plans, leads and facilitates information sessions and consultative processes in a range of settings	Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues Prepares complex operational reports requiring in-depth factual analysis	Conveys specialist concepts and policies to clients, staff and stakeholders Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level Develops and implements operational communication and consultation strategies on specific projects

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
		providers of goods and services Suggests alternative approaches to clients or stakeholders Understands procedures for effectively dealing with people exhibiting challenging behaviours		Prepares briefs on sensitive issues for consideration of others Draft public communication documents Communicates issues and advocates a preferred case or option to stakeholders Communicate professional/ technical concepts and advice Provides communication guidance to less experienced colleagues Uses persuasion, advocacy, negotiation		Applies negotiation persuasion and motivation skills to manage staff and stakeholders

Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
				and motivation skills with clients, providers, staff, peers and managers		
Knowledge and Proficiency	**1.1C**	**2.1C**	**2.2C**	**3.1C**	**3.2C**	**4.1C**
	Focus is on learning, developing and refining work skills Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills Requires understanding of general office work routines and procedures	Understands and applies theoretical principles, under supervision, to achieve defined outcomes Develops knowledge of established techniques and organisational processes Proficient in use of software or technical equipment Knowledge of legislation, regulations, policies	Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations Local reference point in operational processes and procedures	Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations Authoritative in application of processes and policy relevant to the work unit Knowledge of relevant legislation, regulations, policies and processes	Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives	Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving Applies sound theoretical and practical expertise in development of policy options Authoritative in application of processes

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	Acquire and apply proficiency in standard office equipment and computer applications	and processes relevant and specific to the role				
Policy and Projects	**1.1D**	**2.1D**	**2.2D**	**3.1D**	**3.2D**	**4.1D**
	Provides administrative support to policy and projects, consistent with the support elements described in 1.1B	Drafts minutes and action plans for consideration by others Collects data, undertakes basic analysis and prepares simple reports	Undertakes research specified by others, including data analysis Administers routine projects under direction or coordinates project steps Contributes to operational service delivery policy development	Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others Conducts projects of defined scope under direction Obtains, summarises and reports on stakeholder views	Plans and conducts several narrowly scoped projects simultaneously Conducts aspects of more complex projects under direction Contributes to planning on large projects	Researches and develops recommendations in a specific field of expertise Develops and implements operational policy which impacts the immediate work area Contributes to strategic policy development within a specific field of expertise

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
						Manages projects, usually under limited direction Contributes expertise to a team working on complex projects Prepares project scopes and briefs within broad parameters Manages multi-disciplinary project teams
Administrative and Corporate Support	**1.1E**	**2.1E**	**2.2E**	**3.1E**	**3.2E**	**4.1E**
	Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control,	Provides office support through activities such as using and maintaining standard office equipment and software	Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations	May lead a corporate support team Manages team performance through activities such as monitoring and reporting	Prepares and analyses reports from corporate databases to support decision making in the broader work area	Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	supporting organisation of meetings, receiving and initial processing of standard paperwork	Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases Performs telephone and counter duties consistent with 2.1B	Provides support to contract administration Demonstrates problem solving in processing work Create and maintains local databases or reporting systems utilising standard software Analyse standard reports and data to identify exceptions	Maintains corporate databases and completes analysis Monitors and administers straight forward, local contracts and service agreements within a well-defined service delivery framework	Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements	Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and recommendations by interpreting and analysing data
Operational Service Delivery	**1.1F**	**2.1F**	**2.2F**	**3.1F**	**3.2F**	**4.1F**
	Provides routine information, such as standard information and explanations, to	Provides standard services under general supervision and within a defined	Assesses client needs and implements appropriate service delivery from a	Supervises a service delivery team Assesses client needs and delivers a range of services in	Reviews client assessments and associated service delivery plans	Determines operational service delivery plans based on accepted standards

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	clients and members of the public Receives payment for routine services such as the sale of publications and individual licence fees Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance Operates and maintains tools and equipment appropriate to the function and level of qualification	service delivery framework Delivers information services to the general public or clients, including initial advice and referral Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required Reconciles, banks monies and manages petty cash	range of accepted options Identifies where limited precedents apply and may recommend action to be taken Assists in preparing or presenting cases in a range of review forums, tribunals and courts	complex situations investigates and assesses actions by individuals or organisations against legislation, rules, regulations and service agreements Advocates issues involving established precedents before a range of review forums, tribunals and courts Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems	Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts Recommends strategies to represent the agency and/or clients involving complex and challenging problems	Recommends resource allocation to immediate manager in order to meet service delivery priorities Manages operational work teams Undertakes advanced case management, which may include cross agency collaboration Undertakes complex or technical investigations and makes recommendations for action

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
Technical/Specialist	**1.1G**	**2.1G**	**2.2G**	**3.1G**	**3.2G**	**4.1G**
	Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices Operates and maintains technical or scientific equipment appropriate to the function and level of qualification This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and	Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis Diagnoses and corrects faults and problems with technical equipment Contributes to scientific or technical project planning	Modifies routine scientific, technical or specialist procedures to a limited specification Exercises discretion in use of equipment and actions to achieve results within specifications	Conducts small to medium scientific, technical or specialist projects defined by others Undertakes technical data analysis in field of expertise Conducts field or desk-top studies as part of a team Assembles non-standard technical systems or equipment to a specification Leads a small scientific, technical or specialist team	Plan small to medium scientific, technical or specialist projects May control a laboratory function or field operation where a range of related technical functions are performed Prepares complex reports requiring in-depth factual analysis	Manages a scientific, technical or specialist team and/or projects Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects Provides professional scientific, technical or specialist advice based on field of expertise Undertakes technical data analysis and modelling and prepares reports

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Table 31.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1 **For employees participating in formal trainee, cadetship or similar VPS wide entry level employment program**	**Grade 2**		**Grade 3**		**Grade 4**
Value Range		**VR1**	**VR2**	**VR1**	**VR2**	
	supporting field work					

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Table 31.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		**Grade 6**	
Value Range	**VR 1**	**VR 2**	**VR 1**	**VR 2**
Decision Making	**5.1A**	**5.2A**	**6.1A**	**6.2A**
Rules, Guidelines, and Frameworks	Decisions often impact upon staff, peers and clients outside the immediate work area Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework Advice and analysis influences policy development Contributes to strategic business planning Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues Accountable for work organisation, the allocation of resources within and the outputs required of the work area	Decisions may set precedents for peers Develops business plans to deliver on evolving organisational priorities	Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities Participates in strategic planning and contributes to strategic decision making process Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans	Develops policies, programs and initiatives that impact on programs or major functional areas Required to interpret general policy framework to make decisions in the absence of definitive operational policies
Innovation and Originality	Innovative thinking and analysis influences developments within area of responsibility	Solutions and thinking may advance organisational innovation or occupational/professional knowledge	Identifies and responds to new and emerging strategic issues impacting on the operating environment	Contributes advanced expertise and knowledge to strategic planning and decision making processes

Table 31.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
		Creatively develops options in a changing organisational environment		
Communication	**5.1B**	**5.2B**	**6.1B**	**6.2B**
	Initiates and maintains relationships with peer and senior internal and external stakeholders Focuses on understanding stakeholder issues Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice Prepares technical reports at an advanced professional level	Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels Manages consultation processes including engagement with key stakeholders. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice Is influential in negotiations with external suppliers of major services	Purpose of communication may be to resolve complex issues through a process of consultation and negotiation Prepares technical reports at an authoritative level Develops briefs on highly complex issues that provide options for decision within an organisation Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience	Is required to use formal and informal channels to influence organisation or program management to achieve goals Influences stakeholders holding competing priorities and views Briefs high level stakeholders in own area of expertise in a variety of forums Operates with loosely defined hierarchies of decision-making Negotiates to resolve differences to achieve agreement to project/program May be required to negotiate on the spot, often on the basis of limited information

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Table 31.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
			Represents own work area with external stakeholders, and effectively manages feedback Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager Focuses on understanding stakeholder issues and influencing their views Provides authoritative expert advice on complex issues within own area	
Policy and Projects	**5.1C**	**5.2C**	**6.1C**	**6.2C**
	Formulates policy options and advice Develops project briefs consistent with business plan direction Manages and leads projects Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision	Advocates policy options Manages and leads complex projects	Responsible for operational policy or service development impacting on a major functional area Responsible for implementation of endorsed strategic policy within the functional area Routinely advises senior stakeholders on policy issues and solutions within a functional area	Responsible for operational policy or service development that has significant impact across functional areas Responsible for implementation of endorsed strategic policy across functional areas Area of expertise and responsibility is complicated by the scale and difficulty of the issues Manages major projects for the organisation Provides policy advice to government, senior levels

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Table 31.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
				of the organisation and key external stakeholders
Administrative and Corporate Support	**5.1D**	**5.2D**	**6.1D**	**6.2D**
	Manages a discrete function with limited budget or staff responsibilities Provides high level expertise dealing with more complex issues in a specialised corporate support function	Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function	Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation	Provides leadership and guidance based on advanced expertise Manages a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance Leads strategic corporate initiatives
Operational Service Delivery	**5.1E**	**5.2E**	**6.1E**	**6.2E**
	Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility Determines service delivery resource allocation Provides specialist professional services or advice	Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	Manages a large scale organisational service or regional delivery function Develops service delivery models within business plans and objectives Provides highly specialist services or expert advice on service delivery	Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects
Technical Specialist	**5.1F**	**5.2F**	**6.1F**	**6.2F**

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Table 31.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Specialist in an area of their profession and relied on for advice in this field Undertakes complex independent scientific, technical or specialist work and analysis Initiates research and analysis within an area of expertise consistent with organisational objectives	Provides leadership and guidance to other specialists in the field Contributes to the development of standards relating to the sector, program or profession	Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs Routinely advises senior levels of the organisation on policy issues and solutions within a functional area Develop technical or professional standards for the organisation	Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise
Knowledge and Proficiency	**5.1G**	**5.2G**	**6.1G**	**6.2G**
	Uses specialist knowledge within a confined field to challenge policies and professional concepts. Applies complex concepts to policy development or research Provides leadership in the adaptation and application of concepts to operational matters within local work area Models high level leadership attributes	Modifies and applies concepts to new situations that may impact beyond the immediate work area Provides leadership in the application of concepts to policy development	Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives Applies complex concepts drawn from non-related fields to address policy issues High level expertise in the field or discipline	Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives High level expertise in the program area High level expertise in a field or discipline that is critical to the program or organisation

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Table 31.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	7.1A	**7.2A**	**7.3A**
	Leads highly specialised professional research, Provides professional leadership in a major program or field of research Manages a significant professional research institute or function with significant resource management responsibilities Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program Responsible for quality professional outcomes of work Understands the implications of the work and its impact on/contribution to Departmental or Government policy Provides professional leadership and development of staff in area of professional expertise Influences departmental policy direction and may develop or change policy as a result of specialised work or research. Responsible for the quality professional outcomes of major projects Departmental and State-wide reputation is associated with positions at this level	This value range is characterised by work consistent with that expressed in Value range 1 with broader scope, complexity and impact Provides authoritative advice and leadership in area of expertise Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals	Regarded as having the highest level of expertise within the Agency and is recognised nationally and internationally in narrower fields Expertise is of primary importance to the Department/Government Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects
Decision Making	**7.1B**		
Accountability and Frameworks	Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards Generates strategic directions and		

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Table 31.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	programs for the agency or the sector Develops strategic frameworks for research or industry development Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour Outcomes directly affect external perceptions of the Department by Government and the community Influences the national and international debate in the profession/ field of expertise		
Innovation and Originality	**7.1C**		
	Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects Identifies and responds to new and emerging issues in the field and their longer term implications for the State		
Communication	**7.1D**	**7.2D**	**7.3D**
	Interacts with executives/ professional staff within the organisation and with other experts in the field/profession Communicates at highest managerial levels and with Ministers Communicates externally across industry.	Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities Negotiates elements of million dollar projects or the involvement or contribution	Initiates and negotiates joint research programs with universities and other agencies Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time

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Table 31.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	Can be at national and international levels Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned Close interaction with other professionals in the field Direct contact with senior political, commercial, community or sector stakeholders Provides expert information and advice on professional field of interest/major project/s Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities	of senior public or private sector leaders	
Knowledge and Proficiency	**7.1E**		
	Requires significant experience in the field/area of expertise Authoritative specialist/expert in the field Enhances the standing of the agency and its reputation for excellence Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management		

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Table 31.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist			
Value Range	**VR 1**	**VR 2**	**VR 3**
	Demonstrates strategic management skills Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience		

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Schedule D Legal Officer Adaptive Structure and Classification and Value Range Descriptors

1. Legal Officer Adaptive Structure

The Legal Officer Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C**. The Legal Grade and Value Range Descriptors set out at **clause 2 Schedule D** apply.

Table 32: Legal Officer Adaptive Structure

Legal Officer Adaptive Structure	VPS Grade Alignment
Articled Clerk	Commences on VPS salary point 2.1.5.
Solicitor 1	Minimum salary for a qualified admitted solicitor is VPS salary point 2.2.4. Solicitor 1 advances to Solicitor 2 after 12 months or sooner if performing work at the higher level subject to meeting agency performance standards.
Solicitor 2 Value Range 1	VPS salary point 3.1.1
Solicitor 2 Value Range 2	VPS salary point 3.2.1
Solicitor 3	VPS salary point 4.1.1
Senior Solicitor Value Range 1	VPS salary point 5.1.1
Senior Solicitor Value Range 2	VPS salary point 5.2.1
Principal Solicitor Value Range 1	VPS salary point 6.1.1
Principal Solicitor Value Range 2	VPS salary point 6.2.1
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

2. Legal Grade and Value Range Descriptors

Note: Legal Grade and Value Range Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align.

Table 33: Legal Grade and Value Range Descriptors

Table 33.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3					
Legal Category Definition	**Articled Clerk**	**Solicitor - Level 1**	**Solicitor-- Level 2**		**Solicitor – Level 3**
VPS Grade Alignment	**VPS Grade 2 VR1**	**VPS Grade 2 VR2**	**Value Range 1** **VPS Grade 3 VR1**	**Value Range 2** **VPS Grade 3 VR2**	**VPS Grade 4**
A Legal Officer is in a job that requires a mandatory legal qualification, admission to practice (or is preparing for admission to practice) and the sole or major focus is the practice of law. This includes: • preparing, conducting and advocating cases; • briefing counsel and supervising lawyers in private practice who represent the agency; • preparing legal documents • providing legal advice and opinions; • researching and interpreting case law, precedents, legal	An articled clerk functions within an environment that reflects an understanding and appreciation of the structures of the Victorian legal system. In this context, articled clerks continue to acquire knowledge and apply professional legal knowledge under direct supervision. The focus is on applying professional knowledge under supervision. Routine work is dealt with independently Professional legal work is checked and approved by others.	Solicitor Level 1 is the minimum entry level for an admitted solicitor with limited* or no practice experience or for roles working within a well-defined operational environment under direct supervision. Note* Limited practice experience would typically be characterised by less than 12 months experience. The focus at this level is to undertake professional tasks within established guidelines and policies. Level 1 Solicitors progress to Level 2 following 12 months service or earlier provided they meet the	The working environment provides broad guidelines and procedures in which the person is expected to confidently adapt and apply knowledge to their work. The role requires diminishing supervision for routine matters and operates within a more challenging functional environment. The job focus changes to undertaking professional tasks within established guidelines and policies with greater independence.		Independent performance of legal professional work at an advanced level. Capable of working independently in providing legal advice and regarded as developing a key functional expertise within the area of expertise. May have responsibility for mentoring less experienced legal staff

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Table 33.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3					
Legal Category Definition	**Articled Clerk**	**Solicitor - Level 1**	**Solicitor-- Level 2**		**Solicitor – Level 3**
VPS Grade Alignment	**VPS Grade 2 VR1**	**VPS Grade 2 VR2**	**Value Range 1 VPS Grade 3 VR1**	**Value Range 2 VPS Grade 3 VR2**	**VPS Grade 4**
procedures and legislation; • interpreting legislation and precedent; and • developing and reviewing legislation		performance standards of the Department/ Agency at this level and the work is required at Level 2.			
Litigation	VPS Grade and Value Range descriptors apply	Provides support to more experienced legal officers in courts, tribunals and review forums Assists with interviewing witnesses and taking statements Provides routine advice within established procedural frameworks Assists in preparing and presenting cases in a range of review forums, tribunals and courts Attend directions hearings and routine case conferences	Assesses case requirements and implements appropriate processes from a range of accepted options Assists with preparation for negotiations between opposing parties. Assess adequacy of evidence in routine cases Prepares for routine litigation in Magistrates Courts, County Courts and tribunals Appears in routine matters in the Magistrates and County Courts, and tribunals including mentions and case conferences	Prepares more complex cases/ matters Negotiates settlement agreements within defined parameters. Instructs in more complex committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals	Participates in negotiations and recommends dispute settlements Prepare and/or instructs in more complex committals, summary prosecutions, inquests, trials and appeals Manages cases involving less prescription or limited precedents Briefs and instructs counsel on moderately complex matters Appears in matters in the Magistrates and County Courts, and tribunals including mentions and case conferences including cases of a more complex

Table 33.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3					
Legal Category Definition	**Articled Clerk**	**Solicitor - Level 1**	**Solicitor-- Level 2**		**Solicitor – Level 3**
VPS Grade Alignment	**VPS Grade 2 VR1**	**VPS Grade 2 VR2**	**Value Range 1 VPS Grade 3 VR1**	**Value Range 2 VPS Grade 3 VR2**	**VPS Grade 4**
			Prepares and instructs in routine committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals Assists in the development of legal strategies		nature
Advice Work	VPS Grade and Value Range descriptors apply	Prepares legal briefs and advice under supervision Undertakes legal research under direction to contribute to decision making by others Provides routine advice within established procedural frameworks	Recommends appropriate legal courses of action from a range of alternatives based on known practice and precedents Liaises with, and provides information to, individuals, court and tribunal staff and other agencies Advises on the requirements of contracts and agreements Researches and reports on case law and recent legal developments Assesses actions by	Prepares detailed documents requiring detailed legal analysis Contributes to planning of legal strategies, research or policy development Identifies and applies legal developments to problem solving within a specific work area of the organisation.	Develops legal policy proposals for consideration by others Provides advice in a specialised area of law under broad direction Advises stakeholders on a broad range of legal matters consistent with the area of specialisation Provides advice on issues involving the consideration of moderately complex factual, legal or evidentiary issues within establish frameworks

Table 33.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3					
Legal Category Definition	**Articled Clerk**	**Solicitor - Level 1**	**Solicitor-- Level 2**		**Solicitor – Level 3**
VPS Grade Alignment	**VPS Grade 2 VR1**	**VPS Grade 2 VR2**	**Value Range 1** **VPS Grade 3 VR1**	**Value Range 2** **VPS Grade 3 VR2**	**VPS Grade 4**
			individuals or organisations against legislation, rules, regulations and service agreements		
Legislative Drafting	VPS Grade and Value Range descriptors apply		Contributes to developing drafting instructions for legislation Supports more experienced staff in preparing subordinate legislation	Prepares straightforward draft subordinate legislation for review by supervisors Prepares drafting instructions independently for straightforward legislative proposals incorporating stakeholders' views	Drafts bills under general direction for consideration by others Undertake research and evaluation and provide advice on legislation and government policy Seeks stakeholders views and applies understanding of current issues in developing proposals and advice Prepares drafting instructions and supporting documentation for legislation under direction
Legal Drafting	VPS Grade and Value Range descriptors apply	Uses basic precedents to prepare legal documentation under supervision Prepares preliminary draft	Prepares routine legal documents regularly requiring the application of established precedent Researches issues and	Undertakes legal drafting projects where precedent is not as well defined.	Prepares complex reports, briefs and correspondence on issues that impact at program or organisational level

Table 33.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3					
Legal Category Definition	**Articled Clerk**	**Solicitor - Level 1**	**Solicitor-- Level 2**		**Solicitor – Level 3**
VPS Grade Alignment	**VPS Grade 2 VR1**	**VPS Grade 2 VR2**	**Value Range 1** **VPS Grade 3 VR1**	**Value Range 2** **VPS Grade 3 VR2**	**VPS Grade 4**
		contracts and agreements Undertakes research to support more experienced staff in preparing legal policy proposals	prepares legal advice within a framework set by others Prepares routine public communication guides on legal issues		Examine and report on complex legal instruments and decisions Drafts complex legal agreements with some precedent

Table 33.2: Legal Grade and Value Range Descriptors - Senior Solicitor and Principal Solicitor				
	Senior Solicitor		**Principal Solicitor**	
VPS Grade Alignment	**VPS Grade 5 VR 1**	**VPS Grade 5 VR 2**	**VPS Grade 6 VR1**	**VPS Grade 6 VR2**
	A senior legal officer with a substantial advisory, research and development role in a specialist area of law or a senior legal practitioner within a diverse legal environment Independently manages complex or sensitive matters within the field of expertise Deals with significantly complex matters under limited direction May be the Agency contact on a particular area of law. May manage or supervise a small legal office/ unit or specialised team		May manage a small to medium legal office or area of major specialisation. Interprets the environment and makes decisions where there is limited precedent and creatively applies concepts to new situations. Roles at this level are expected to identify and respond to new and emerging legal issues and deal with more complex or sensitive matters within the field of expertise	
Litigation	Prepares, and instructs counsel in complex and/ or sensitive matters Represents the agency within	Negotiates and manages complex or highly sensitive cases and disputes	Works independently on highly complex cases May act as a solicitor advocate in	Provides leadership and guidance based on advance expertise in an area of specialisation or in a broad range of legal matters to

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Table 33.2: Legal Grade and Value Range Descriptors - Senior Solicitor and Principal Solicitor				
	Senior Solicitor		Principal Solicitor	
VPS Grade Alignment	**VPS Grade 5 VR 1**	**VPS Grade 5 VR 2**	**VPS Grade 6 VR1**	**VPS Grade 6 VR2**
	Government and externally in the area of specialisation Appears in contested and indictable matters in the Magistrates and County courts Co-ordinates complex criminal prosecutions Exercises judgement within established parameters in negotiating and developing proposals to settle complex matters Provides advice to team members in developing /endorsing preferred litigation options	Provides professional leadership within the area of specialisation/expertise	the County and Supreme Courts on indictable matters which cannot be heard summarily Develops briefs and/or advice on highly complex issues which provide options for decision at the highest level with the agency Provides high level advice in an area of specialisation Develops strategies for management of complex legal proceedings Manages key stakeholder interests	senior stakeholders
Advice Work	Initiates research and analysis to provide advice on complex or cross discipline matters Provides authoritative legal advice within the area of specialisation Provides specialist legal expertise and advice to policy/practice development	Provides professional leadership within the area of specialisation The level of immediate supervision diminishes and advice is provided in an environment that is less prescribed	Provides authoritative advice internally and/ or to other agencies on sensitive and/ or complex legal issues Provides authoritative written and oral advice on complex and challenging matters to stakeholders Prepares and manages strategies for complex legal proceedings	Provides leadership and guidance based on advanced legal expertise Identifies and advises on new and emerging issues in the law and their longer term implications for the state
Legislative Drafting	Plans moderately complex and/ or sensitive legislation and supporting documentation	The level of immediate supervision diminishes and work is in an environment	Drafts complex and/or sensitive legislation and settle associated Parliamentary documentation	Provides professional leadership within the area of expertise Prepares and manages strategies

Table 33.2: Legal Grade and Value Range Descriptors - Senior Solicitor and Principal Solicitor				
	Senior Solicitor		**Principal Solicitor**	
VPS Grade Alignment	**VPS Grade 5 VR 1**	**VPS Grade 5 VR 2**	**VPS Grade 6 VR1**	**VPS Grade 6 VR2**
	Drafts moderately complex and/ or sensitive legislation Provides advice on legislative proposals within specified parameters Prepares drafting instructions and supporting documentation for moderately complex and/ or sensitive legislation	that is less prescribed	Prepares and manages strategies for complex matters including significant legislative change Manages and leads legislation review projects Provides authoritative advice on legislative proposals Analyses complex instructions to prepare proposals that incorporate stakeholder views	for resolving complex matters including significant legislative change
Legal Drafting	Prepares proposals for changes to the law and policy for consideration by managers Researches and prepares reports at an advanced professional level Prepares high-level written advice, proposals and briefings within the area of specialisation Develops briefs on complex issues that provide options for discussion and consideration	Co-ordinates complex legal projects Works on legal drafting projects where the level of specification is less prescribed	Develops briefs on complex issues that provide definitive options Prepares public communication documents on contentious/sensitive legal matters Formulate strategies to deal with highly sensitive legal matters Initiates legal research and analysis within the area of expertise	Develops proposals, conducts and implements major legal reviews

Schedule E Allied Health Adaptive Structure and Classification and Value Range Descriptors

1. Allied Health Adaptive Structure

The Allied Health adaptive structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C**. The Speech Pathologists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied health) Grade and Value Range Descriptors set out at **clause 2** of **Schedule E** apply.

Table 34: Allied Health Adaptive Structure

Allied Health Adaptive Structure	VPS Grade Alignment
Allied Health 1 |Local Title	VPS salary point 2.1.1
Allied Health 2 Local Title Value Range 1	VPS salary point 2.2.1.
Allied Health 2 Local Title Value Range 2	VPS salary point 3.1.1
Allied Health 2 Local Title Value Range 3	VPS salary point 3.2.1
Allied Health 3 Local Title	VPS salary point 4.1
Allied Health 4 Local Title Value Range 1	VPS salary point 5.1.1
Allied Health 4 Local Title Value Range 2	VPS salary point 5.2.1
VPS Grade 6	VPS Grade 6 applies
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

2. Speech Pathologists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors

Note. Allied Health Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align.

Table 35: Allied Health Descriptors

Table 35.1: Speech Pathologists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 1 and 2.				
	Local Title **Allied Health Grade 1**	**Local Title** **Allied Health Grade 2**		
VPS Grade Alignment	**VPS Grade 2VR 1**	**VPS Grade 2 VR 2**	**VPS Grade 3VR 1**	**VPS Grade 3VR 2**
Definition The primary purpose of the job is the actual practice of the profession and such management functions associated with the profession as are provided for in the descriptors. The occupational group requires a mandatory qualification in the area of the profession or equivalent and registration with the appropriate professional body where required. The category includes psychologists, guidance officers, speech pathologists, social workers, welfare workers and other clinicians including	Jobs at this level require a mandatory qualification below degree level Provides client support within a well defined service delivery framework Assesses client needs, develops case plans and implements appropriate action where solutions are clearly defined Applies theoretical principles to case management under general guidance and supervision Advises clients and initiates intervention strategies in routine cases Liaises with clients, families,	Minimum entry level for mandatory degree qualified roles Assesses client needs, develop case plans and implements appropriate action from a range of accepted options Identifies and develops alternative options within established parameters Advises clients and initiates intervention strategies Works with other professionals in dealing with complex cases Recommends case management strategies, including referrals Monitors, evaluates and reports	Assesses client needs and delivers a range of services in complex situations within generally defined parameters Provides standard professional services independently within defined organisational parameters Manages complex cases under professional guidance and supervision Exercises professional judgement about the application of rules, or the selection of choices within guidelines Develops targeted interventions through	Reviews client assessments and associated service delivery plans Provides guidance for others in the work area and/ or related areas Provides operational leadership in terms of local issues and strategy and contributes to policy development within the organisation Influences management and colleagues on operational strategies Prepares complex professional reports requiring in-depth factual analysis including assessments and

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Table 35.1: Speech Pathologists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 1 and 2.				
	Local Title **Allied Health Grade 1**	**Local Title** **Allied Health Grade 2**		
VPS Grade Alignment	**VPS Grade 2VR 1**	**VPS Grade 2 VR 2**	**VPS Grade 3VR 1**	**VPS Grade 3VR 2**
occupational therapists, physiotherapists and dieticians. The Allied Health category excludes professionals in other occupational classification categories.	caregivers and service providers to address client needs in routine cases Provide information to clients and families on available services Maintains client records and case notes/history Participates in development and delivery of programs for clients	on case plans Facilitates programs for clients either directly or in conjunction with specialist professionals Liaises with other staff and external service providers regarding the needs of the client and their family	application of professional guidelines Explains professional concepts and approaches to clients, stakeholders, colleagues and staff Facilitates individual or group programs for clients Prepares reports and advice within policy frameworks Provides definitive advice in respect of client needs in the area of the profession Conducts professional projects of defined scope under direction Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, providers, staff, peers and managers	recommendations for consideration by others

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Table 35.2: Speech Pathologists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 3 and 4.

	Local Title **Allied Health Grade 3**	**Local Title** **Allied Health Grade 4**	
VPS Grade Alignment	**VPS Grade 4**	**VPS Grade 5 VR1**	**VPS Grade 5 VR2**
	Undertakes advanced therapeutic interventions, including cross agency collaboration and education Determines operational service delivery plans based on professional and industry standards May manage a team of staff delivering professional services, including resource allocation Makes decisions on service provision to resolve complex problems Autonomous in provision of professional services in dealing with complex matters within operational guidelines and policies Applies sound theoretical knowledge and practical expertise in developing service delivery options Contributes to policy formulation on service delivery Provides professional guidance and coaching for less qualified and/or experienced staff	Specialist in an area of their profession and relied on for advice in the field Manages a defined service delivery function or project/s Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration Makes decisions on complex intervention strategies that may have significant consequences for clients and their families Contributes to the development of knowledge and innovation in a narrow field of the profession Provides leadership, training and development for others in the adaptation and application of professional concepts	Provides specialist professional services or advice, including leadership and guidance to other specialists in the field Manages the delivery of multi-disciplinary service including increased budget, staff responsibilities, or sensitive or complex issues Contributes to the development of standards in the profession

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Schedule F Science Adaptive Structure and Grade and Value Range Descriptors

1. Science Adaptive Structure

The Science Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C**. The Science Grade and Value Range Descriptors set out at **clause 2 of Schedule F** apply.

Table 36: Science Adaptive Structure

Science Adaptive Structure	VPS Grade Alignment
Science A Local Title Value Range 1	VPS salary point 2.2.1.
Science A Local Title Value Range 2	VPS salary point 3.1.1.
Science A Local Title Value Range 3	VPS salary point 3.2.1
Science B Local Title	VPS salary point 4.1.1
Science C Local Title Value Range 1	VPS salary point 5.1.1
Science C Local Title Value Range 2	VPS salary point 5.2.1
Science D Local Title Value Range 1	VPS salary point 6.1.1
Science D Local Title Value Range 2	VPS salary point 6.2.1
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

2. Science Grade and Value Range Descriptors

Note: The Science Grade and Value Range Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align. The Science Descriptors set out work value statements to detail the work value characteristics of the science profession that are not captured in the VPS general descriptors. The first reference for job classification is the Science Grade and Value Range descriptors. Descriptors are not job descriptions, performance standards, and progression or selection criteria. Descriptors are considered on the basis of best fit to classify a job with regard to its work value. Some descriptors may apply and some descriptors may not apply for any given job. Job classification is based on a "whole of job" consideration, following comparison with the Grade and Value Range Descriptors.

Table 37: Science Grade and Value Range Descriptors

Table 37.1: Science Grade and Value Range Descriptors - Science A and B

	Science A Local title where applicable			**Science B** Local title where applicable
VPS Grade Alignment	**Value Range 1** **VPS Grade 2 VR2**	**Value Range 2** **VPS Grade 3 VR1**	**Value Range 3** **VPS Grade 3 VR2**	**VPS Grade 4**
Grade Description	Science A VR1 is generally, an entry level for science graduates and the focus is on applying broad theoretical knowledge. The working environment is well defined and scientific work is conducted under general supervision.	Within VR2 and VR3, the working environment provides broad guidelines and procedures in which the person is expected to develop specialist skills whilst confidently adapting and applying knowledge to their work.		Independent performance of professional work at an advanced level. Judgement and innovation are demonstrated at a level consistent with being an established professional.
The position requires a science based qualification and the focus of the job is the creation, development and/or application of scientific knowledge. The context of a role will vary	Participates as a team member on science projects Communicates effectively with team members. Developing more detailed practical knowledge within a specific scientific discipline	Co-author, or independently author, journal articles within the field of expertise, professional parameters and responsibility Presents posters (or similar) at seminars/conferences within	Developing independent scientific professional judgement and skill within own area of expertise Has responsibility for delivering and reporting on quality research, extension or	Is a recognised specialist within a specific scientific discipline Exercises considerable amount of independent scientific professional judgement and skill. Has an established record of

Table 37.1: Science Grade and Value Range Descriptors - Science A and B				
	Science A Local title where applicable			**Science B** Local title where applicable
VPS Grade Alignment	**Value Range 1** **VPS Grade 2 VR2**	**Value Range 2** **VPS Grade 3 VR1**	**Value Range 3** **VPS Grade 3 VR2**	**VPS Grade 4**
but may include: • applied research for the resolution of specific problems; • strategic (basic) research which contributes to the development of new knowledge; • undertaking scientific research using computer based analytical tools; • testing, analysing and reporting; • undertaking investigations; • advising and informing stakeholders on scientific matters; • compliance related activities; • risk assessment and management; • development of science-based policy; and • assisting clients in the	May be required to partially modify procedures Assists in scoping projects and reviewing literature Under supervision, develops schedules of scientific, extension, enforcement and technical activities required in a project May contribute data to publications – where not precluded by contractual obligations. Presents work at informal seminars Communicates (orally and in writing) research and scientific findings (appropriate communication media are determined by the nature of the science role – e.g. written work might encompass newspaper articles or advisory work, or contributing a paper for a scientific journal)	the area of expertise Where appropriate, prepares sub-project submissions for funding May supervise a small project team May regularly interact with a range of external or internal clients to provide advice or specialist information. Investigates, accurately analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques, including addressing farmers, community groups and school students. Applies understanding of professional ethics and the scientific method in the development, conduct and interpretation of work	enforcement outputs Adapts knowledge to novel situations Develops and maintains collaborative research projects with relevant organisations Is becoming a recognised specialist within a specific, but limited, subject area. May control a laboratory function or field operation where a variety of related scientific functions are performed When planning and evaluating science projects, gives consideration to government policy direction, market segmentation, community expectations and other relevant parameters Continuing to establish a publication record where appropriate to the role and organisational requirements Gives oral presentations on	publication, including journal articles, conference papers and reports May be asked to referee external scientific papers Prepares and delivers addresses and lectures to stakeholder bodies, university students and peer professionals May prepare/present scientific evidence for use in prosecutions May manage laboratories, project teams or field operatives Formulates and supervises experimental and professional development programs for less experienced colleagues Provides coaching and mentoring to junior colleagues and students in developing skills in experiments planning and ethical standards May supervise Honours/Masters students or

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Table 37.1: Science Grade and Value Range Descriptors - Science A and B				
	Science A Local title where applicable			**Science B** Local title where applicable
VPS Grade Alignment	**Value Range 1** **VPS Grade 2 VR2**	**Value Range 2** **VPS Grade 3 VR1**	**Value Range 3** **VPS Grade 3 VR2**	**VPS Grade 4**
adopting of new on-ground practices, including extension work which is defined as on-going dialogue with clients dealing with science concepts. *Includes a Degree for new staff and a relevant Diploma for existing staff as at the operative date. ** Defined as physical and life sciences, or directly related fields by agreement. The Science structure excludes Graduate Recruitment programs and professionals in other occupational categories where a science qualification is optional.			more complex matters at seminars/conferences	co-supervise PhD students Project methods and experimental design requires innovative approach Develops consultation and communication processes with collaborators, customers and the community

Note: The work of some scientists relates to commercially contracted work and there may be restrictions as to how and where publications can occur. All references to publications in this document are qualified in this manner.

Table 37.2: Science Grade and Value Range Descriptors - Science C and D				
	Science C Local title where applicable		**Science D** Local title where applicable	
VPS Grade Alignment	**VPS Grade 5 VR 1**	**VPS Grade 5 VR 2**	**VPS Grade 6 VR1**	**VPS Grade 6 VR2**
Grade Description	May be: • A high-level specialist/researcher; or • A manager of a scientific organisational unit (usually multi-disciplinary) or • scientific manager of large projects; and Accepted by peers, stakeholders and managers as an authoritative specialist.		There is a need to resolve major conceptual scientific, technical, commercial or management problems that have significant impact on the scientific field or the organisational unit. Is likely to set new directions for the subject or program area, based on community, national and/or international trends. May operate as one of the agency or State's leading experts in their field.	
	Has an in-depth knowledge within a specialised area of science, although is not necessarily the most senior authoritative adviser Is developing a national reputation amongst peers in the same field of science. Independently performs scientific work at an advanced level. Provides high level professional leadership Actively mentors less experienced staff and peers within the area of expertise Leads the development of new areas of work	Modifies and applies scientific precedents and concepts to new situations that may have a resultant impact in other areas and /or results in a substantial scientific redirection Critically analyses and synthesises scientific data, resulting in knowledge generation and recommendations for changed approaches that impact beyond the immediate work area. Makes a continuing impact within their field of expertise through the discovery and communication of new knowledge May be invited to publish review articles on scientific	Provides definitive written and oral advice on complex and challenging scientific matters May be a member of the editorial advisory board of international or national scientific journals May be invited to international conferences as expert speaker Identifies emerging technical and economic issues. Critically analyses and synthesises scientific data, resulting in recommendations that have broad implications Plans, initiates and implements research, extension or policy responses in anticipation of significant scientific, social	Initiates negotiation with relevant stakeholders on complex, sensitive or contentious scientific matters Develops scientific solutions/techniques or strategies that have significant implications for the discipline Participates at a senior level in state, national or international working parties and committees Influences policy development through the targeted communication of complex scientific information Is acknowledged by peers as a national or international scientific leader within the

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Table 37.2: Science Grade and Value Range Descriptors - Science C and D				
	Science C Local title where applicable		**Science D** Local title where applicable	
VPS Grade Alignment	**VPS Grade 5 VR 1**	**VPS Grade 5 VR 2**	**VPS Grade 6 VR1**	**VPS Grade 6 VR2**
	Makes original contribution to scientific knowledge May have own review articles published May be invited to speak at national conferences May identify sources of funding and funding opportunities from external parties and leads efforts to secure funding Negotiates and collaborates with stakeholders to advance organisational aims. Provides expert evidence in legal matters	knowledge Influences stakeholders (internal and external). Integrates scientific concepts across disciplines May be involved in the commercialisation processes to the extent of specialist expertise; identification of intellectual property; providing advice on implications and potential use; promoting potential applications and benefits to commercial partners Ensures project deliverables are aligned with program outcomes and government policy	economic, policy or environmental changes Leads research into complex, sensitive or contentious scientific matters Line manages a substantial scientific and/or technical multi-disciplinary organisational unit; or is a knowledge leader or expert within that scientific discipline May supervise or examine PhD students	particular scientific discipline

Schedule G Adaptive Structures

1. VPS Aligned Adaptive Classification Structures

Consistent with **clause 29.1** of the Agreement, where the nature and characteristics of the work meets the definition of an occupational category as set out in the table below, the positions and Employees will be classified in accordance with the work value descriptors of that category.

Table 38: VPS Aligned Adaptive Classification Structures

Occupational category	Agreement Reference
Legal Officer	Schedule D
Allied Health	Schedule E
Science	Schedule F
Custodial Officer	Clause 7of Appendix 1
Community Corrections Practitioner	Clause 10 of Appendix 1
Housing Services Officer	Clause 30 of Appendix 4
Housing Customer Services Officer	Clause 30 of Appendix 4
Court Registrar	Clause 2 of Appendix 11
Sheriff's Officer	Clause 14 of Appendix 1
Fisheries Officer	Clause 19 of Appendix 15
Police Custody Officer	Clause 15 of Appendix 8

2. Non-VPS Aligned Adaptive Classification Structures

Where the nature and characteristics of the work meets the definition of an occupational category as set out in the table below, the positions and Employees will be classified in accordance with the work value descriptors of that category and paid in accordance with the relevant non-aligned structure.

Table 39: Non-VPS Aligned Adaptive Classification Structures

Occupational category	Agreement Reference
Child Protection Practitioner – Children, Youth and Families Stream	**Clauses 20** and **21** of **Appendix 4***
Child Protection Practitioner – Child Protection Practitioner Stream	**Clause 22** and **23** of **Appendix 4***
Youth Justice Worker	**Clauses 19** and **20** of **Appendix 1**

Occupational category	Agreement Reference
Forensic Officer	**Clauses 8** and **9** of **Appendix 8**
Ministerial Transport Officer	**Clause 12** of **Appendix 7**

* **Note:** The classification structures and descriptors applying to employees of the Department of Justice and Community Safety who are employed in either the Children, Youth and Families Stream or Child Protection Practitioner Stream of the Child Protection Structure are the same as those detailed in the relevant provisions of **Appendix 4** (see **clause 32** of **Appendix 1**).

Section II – Agency Specific Arrangements

1. Agency Specific Arrangements

Arrangements which apply to specific Agencies are at **Appendix 1** to **Appendix 16**.

Appendix 1 Department of Justice and Community Safety

Part 1 Corrections Victoria

1. Mental Health and Wellbeing

1.1 The parties to this Agreement commit to working constructively and collaboratively with the goal of eliminating:

(a) the presence of workplace triggers that may impact negatively on mental health and operational stress injuries; and

(b) the stigma associated with issues relating to mental health and operational stress injuries.

1.2 The parties agree that, during the life of the Agreement, they will work together to develop and implement reasonable measures to support Employees' mental health, wellbeing and recovery, including following a 'critical incident' that occurs in the course of work and results in personal distress.

1.3 In considering what measures may be taken, the parties may refer to practices in other workplaces, including other jurisdictions.

1.4 The types of measures that may be considered by the parties include but are not limited to:

(a) an assessment of (and measures to address)

(i) the needs of Employees suffering from poor mental health or operational stress

(ii) how Employees suffering from poor mental health can be supported, including in the disclosure to management of mental health issues or operational stress; and

(iii) barriers to Employees accessing support and assistance.

(b) proactive measures to support staff mental health

(c) general measures for all staff and measures specific to particular workplaces

(d) the manner and type of support that may be offered to Employees, including following a 'critical incident', which may include roster flexibility

(e) the way debriefings will be conducted following a 'critical incident'

1.5 Nothing in this clause is intended to override or replace the provisions in **clause 81** (Occupational Health and Safety and Rehabilitation) of the Agreement.

2. Work or Conditions Allowances

2.1 Dog Handlers Allowance

Where an Employee is required to exercise, groom and maintain a dog outside of the normal hours of duty, the Employee will be paid the commuted overtime allowance applicable to the Employee's classification as prescribed in the following table:

Table 40: Dog Handlers Allowance

Classification	Allowance
Operations Manager	10.5% of the maximum annual salary for the classification of "Senior Prison Officer".
Supervisor (COG Band 3)	10.5% of the maximum annual salary for the classification of "Senior Prison Officer".
Senior Prison Officer (COG Band 2B)	10.5% of annual salary of the Employee.
Prison Officer (COG Band 2A)	10.5% of annual salary of the Employee.

2.2 Emergency Response Group

Where an Employee performs additional skills required by members of the Emergency Response Group, they will be paid an annual allowance (paid on a fortnightly basis) in accordance with the following schedule in recognition of the additional skills required.

Table 41: Emergency Response Group

Date of effect	Amount per annum
1 May 2024	$1,243.10
1 May 2025	$1,280.60
1 May 2026	$1,319.00
1 May 2027	$1,358.55

2.3 Operations Manager and General Manager Stand-by/Duty Officer Allowance

Full-time Employees employed in the position of Operations Manager or Prison General Manager who are required by the Employer to be on stand-by or to act as a weekend duty officer outside of their ordinary hours of work will be paid an allowance. This allowance is calculated at 10 per cent of base salary provided that the rate of payment for the allowance will be calculated on the Employee's base salary or the highest point in the COG 4 value range, whichever is the lower.

2.4 Prison Locksmith Supervisor Allowance

Where an Employee holds the position of full-time Prison Locksmith Supervisor, the Employee will be paid an allowance of 10 per cent of their base salary. A part-time Employee is entitled to a pro-rata amount based on the part-time Employee's hours of work. The allowance will be paid in equal fortnightly instalments and is in lieu of any entitlement the Employee would otherwise have under **clause 39.5** (Stand-by/Recall Allowance), **Section I** of this Agreement.

2.5 Shift Payments 12 hour day shifts Monday to Friday

Employees who hold the position of Custodial Officer, who are required by the Employer to work 12 hour day shifts between Monday and Friday, will be paid a shift allowance of 15 per cent of their base salary for four hours for each such shift worked.

2.6 Allowance for Delivery of Training by COG 2A staff

Custodial Officers engaged at the COG 2A level who are required to deliver staff training sessions will be paid an allowance in accordance with the following schedule for each such day on which they deliver such training.

Table 42: Allowance for delivery of training by COG2A staff

Date of effect	Amount per day
1 May 2024	$27.75
1 May 2025	$28.60
1 May 2026	$29.45
1 May 2027	$30.35

2.7 Documentary evidence requirements for Personal Leave – Custodial Officers

Full-time Custodial Officers, working an 80 hour fortnight (of 9 shifts or less over the fortnight) may take up to an aggregate of 44 hours in each year without having to provide the Employer with the documentary evidence required by **clause 56.9** (Personal Leave), **Section I** of this Agreement.

2.8 Security and Emergency Services Group

(a) Allowance

Security and Emergency Services Group (SESG) staff will be paid a fortnightly allowance calculated at 7.5% of the Employee's base salary in recognition of all disturbance factors, additional complexity of role and continuing flexibility in performance and assignment of duties.

(b) Supervisors intermittent overtime allowance (non-canine handlers)

SESG supervisors will be paid a fortnightly allowance calculated at 10% of the Employee's base salary in recognition of the additional duties performed by these staff.

(c) Roster flexibility following incidents

(i) Management will facilitate suitable opportunities for staff to recuperate following major incidents. For the avoidance of doubt, this may entail release of staff (without loss of pay) from rostered shifts following a major incident where such is necessary to enable the recovery of staff.

(ii) The intent of **clause 2.8(c)** is to encourage open conversation between staff and management on how staff are coping and to acknowledge a need for a break from work wherever practical and necessary. Discussions on the welfare of staff may be initiated by the officer, their peers and/or management.

(d) Overtime in prisons

SESG staff are permitted to work overtime in prisons on days off only where that does not disadvantage prison staff or constitute a risk in relation to fatigue.

(e) Mobile phones

Operational SESG staff will be provided with devices with email functionality.

(f) Single day higher duties – Team Leader/Supervisor Level

Operational SESG staff at the COG 2B level, required to perform Team Leader roles at the Supervisor level will be eligible to receive payment of higher duties for single days acting at the higher level.

3. Wulgunggo Ngalu Learning Place

3.1 Definitions

"WNLP Employees" means Employees employed at the Wulgunggo Ngalu Learning Place.

3.2 Overnight Support Role

(a) WNLP Employees are part of a team providing full-time support at the Wulgunggo Ngalu Learning Place.

(b) WNLP Employees work a seven day roster.

(c) A WNLP Employee is required to sleep overnight on the Wulgunggo Ngalu Learning Place premises each evening (Overnight Support Function).

(d) All WNLP Employees will participate in the roster and will be available to perform the Overnight Support Function.

(e) The Overnight Support Function will be flexibly allocated amongst WNLP Employees, in consultation with them.

(f) It is anticipated the WNLP Employees will not be required to perform the Overnight Support Function more than 7 times per month.

3.3 Position Classifications

Positions in the WLNP structure will be classified in accordance with the following schedule.

Table 43: Position Classifications - WLNP

WNLP Position Title	Classification
Koori Support Officer	VPS Grade 3
Supervisor/Program Manager	VPS Grade 5
Manager	VPS Grade 6

3.4 Living Costs When Residing at The Property

Any living costs associated with the performance by a WNLP Employee of the Overnight Support Function, will be met by the Employer.

3.5 Overnight Support Function Allowance

An Overnight Support Function Allowance in accordance with the following schedule will be paid to a WNLP Employee when the WNLP Employee performs the Overnight Support Function. The Overnight Support Function Allowance will be calculated on the basis of the WNLP Employee's ordinary daily rate of pay.

Table 44: Overnight Support Function Allowance

Period	Rate
Monday to Friday	50% of daily rate of pay
Saturday	50% of daily rate of pay, including applicable penalty rate
Sunday/Public Holiday	50% of daily rate of pay, including applicable penalty rate

3.6 Recall to Work

Where a WNLP Employee performing the Overnight Support Function is required to perform duties overtime rates in accordance with **clause 46** of **Section I** of this Agreement will apply, except that the minimum payment period will be 1 hour for each hour or part thereof worked.

3.7 Rest Period After Working During the Night

Clause 45.1 of **Section I** of this Agreement will apply to WNLP Employees in relation to rest periods after the performance of duties whilst performing the Overnight Support Function.

3.8 Annual and Substituted Leave

(a) **Clause 43.4** of **Section I** of this Agreement will apply to WNLP Employees in relation to substituted leave.

(b) **Clause 50.4** and **50.5** of **Section I** of this Agreement will apply to WNLP Employees in relation to additional annual leave.

4. Custodial Officers – Hours of Work and Rosters

4.1 Hours of Work

(a) For the purposes of this **clause**, a "fortnight" means a calendar fortnight of a period of 14 days, commencing on the Sunday and ending on the Saturday 14 days later.

(b) Subject to **clause 4.1(c)** of this Appendix below, full-time Custodial Officers may be rostered to work up to 80 ordinary hours over a fortnight in accordance with **clause 43.1(b)** of **Section I** of this Agreement.

(c) Custodial Officers who, at the time of approval of this Agreement, are normally rostered to work 76 ordinary hours over 9 days per fortnight will be entitled to retain this rostering arrangement. At any time, such Employees may elect to transfer to be rostered to work 80 ordinary hours per fortnight and, in such circumstances, will receive a salary increase of 5.26% (being payment for the additional four hours per fortnight worked).

(d) The ordinary hours of work for a part-time Custodial Officer will be as agreed with the Officer and less than 80 hours per fortnight.

(e) The ordinary hours of work for a casual Custodial Officer will be as agreed with the Officer and up to a maximum of 80 hours per fortnight.

(f) The Employer must display a roster for Custodial Officer Shift Workers in a convenient area at least fourteen days prior to the effective date.

4.2 Alteration to roster arrangements

(a) The Employer may, following consultation with the CPSU and affected Custodial Officer Shift Workers introduce changes to the Shift Work Roster, **clause 12, Section I** of this Agreement also applies to any proposed changes to the shift roster.

(b) Any change made under **clause 12, Section I** of this Agreement will be implemented by a Local Prison Roster Committee, comprising representatives of the CPSU and Management. Changes to the roster will take into consideration both the operational requirements of the Employer and the personal requirements of the affected Custodial Officer Shift Worker(s) to ensure that such changes are implemented in a smooth and harmonious manner.

(c) Where the Employer proposes to alter the character of the Shift Work roster, (such as an alteration to the number of days worked in a fortnight or an alternation to the number of ordinary hours worked in a day), the Employer must:

(i) provide affected employees with written notice of the proposed changes.

(ii) Written notice must be provided at least 14 days prior to implementing the changes.

(iii) Employees may provide any objections or further information about the impact of the proposed changes to the Employer during this period.

(d) The Employer may change the roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.

(e) Any proposed changes must be trialled for a minimum period of 3 months.

(f) Parties will agree on the terms of reference for the trial. Terms of reference must include an assessment of occupational health and safety, fatigue, family impact, work life balance and the financial impact on employees.

(g) **Clause 12.10, Section I** of this Agreement applies to requests by Custodial Officers for changes to rostered times.

5. Flexible working arrangements

5.1 The Employer has a genuine commitment to supporting and promoting flexible working arrangements within Corrections Victoria in a way that balances both individual flexibility and operational requirements.

5.2 Flexible working arrangements refer to adjustments to an Employee's usual working arrangements, including but not limited to hours of work, days of work or location of work, which will help them to manage their personal circumstances subject to reasonable business needs.

5.3 A request for flexible working arrangements will be considered with the goal of reaching an outcome in which an individual's needs for flexibility are accommodated where possible, consistent with business requirements, industrial obligations and legislative requirements. In the first instance these discussions should generally occur between the Employee and the relevant Manager, who will keep the discussions confidential insofar as is reasonably practicable. If the Employee requires a high degree of confidentiality in relation to the request due to their specific circumstances, the Employee must alert the Manager to this and the Manager must make all reasonable endeavours to accommodate that confidentiality.

5.4 Consideration of any request for flexible working arrangements should include:

(a) the Employee's circumstances

(b) the consequences for the Employee of approving or not approving the arrangement

(c) how the need for flexibility can be accommodated without disproportionately impacting operational requirements.

5.5 Any request for flexible working arrangements will be considered after appropriate weighing of individual and business needs and full consideration of all the circumstances no later than 21 days after the request is made. If the relevant Manager refuses a request for flexible working arrangements, they must provide the Employee with written reasons for the refusal, which should include the factors the Manager considered in arriving at their decision.

5.6 Without limiting any rights or obligations in this Agreement, if an Employee believes that their application for flexible working arrangements has been unreasonably refused on the basis of the written reasons for the refusal as set out by the relevant Manager, the Employee can apply to have the decision reviewed by an Assistant Commissioner or another person from Corrections Victoria with delegated authority to review such decisions.

5.7 For the avoidance of doubt, this clause is intended to supplement, and not replace or override, existing rights and obligations in relation to flexible working arrangements.

6. Workplace Consultative Arrangements

6.1 The parties to this Agreement acknowledge that the Department of Justice and Community Safety has the ultimate responsibility to make decisions relating to the direction and operation of its custodial locations (which includes prisons and the Security and Emergency Services Group (SESG)) and each general manager may make local decisions affecting prison and SESG staff that are reasonable in all the circumstances, it is accepted that the best outcomes will be achieved if a culture of communication and consultation is encouraged.

6.2 Each location (which includes the SESG as one location) will have a consultative body established for the purposes of:

(a) ongoing consultation regarding Relevant Issues

(b) ongoing monitoring and assessment of the implementation of this Agreement; and

(c) to deal with any local disputes that may arise, without limiting or overriding any rights or obligations under **clause 13** Resolution of Disputes (or a successor clause).

6.3 In this clause, 'Relevant Issues' means issues of concern pertaining to the employment relationship, employment issues (including changes that may affect staff working conditions, such as work practices) and the implementation of this Agreement.

6.4 It is intended that the consultative body established under this clause will be a forum for the constructive resolution of issues that may arise. Both parties are committed to working through issues with a genuine goal of reaching mutually acceptable outcomes.

6.5 The parties to this Agreement have agreed in principle to adopt the Corrections Victoria Consultative Guidelines as exchanged at the time this Agreement was made. The parties shall formally adopt the Corrections Victoria Consultative Guidelines with any minor amendments as agreed between them within three months of approval of this Agreement. For the avoidance of doubt, the Corrections Victoria Consultative Guidelines will not form part of this Agreement.

Part 2 Custodial Officers

7. Custodial Officer Structure – VPS Aligned Adaptive Structure

7.1 The Custodial Officers (COG) structure provides the following:

(a) Alignment with VPS salary and progression steps/amounts;

(b) Maintenance of a rank structure;

(c) Custodial Officer work value descriptors;

(d) Continuation of the pay differential between 76 hours and 80 hours per fortnight rosters; and

(e) An annual allowance for members of the Emergency Response Group;

7.2 As from the date of operation of this Agreement:

(a) Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points below VPS salary point 2.1.4, shall progress to VPS salary point 2.1.4 if they hold a Certificate III in Correctional Practice, and Employees who subsequently obtain the Certificate III in Correctional Practice shall progress to 2.1.4 from the date of attainment.

(b) Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, and who have not received progression in recognition of attainment of the Certificate III in Correctional Practice, shall progress one progression step (if available) if they hold a Certificate III in Correctional Practice. Employees who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, who subsequently obtain the Certificate III in Correctional Practice, shall progress one progression step (if available) from the date of attainment.

(c) Employees who hold the position of Custodial Officer at the COG 2B level, shall progress one progression step (if available) if they hold a Certificate IV in Correctional Practice and Employees who subsequently obtain the Certificate IV in Correctional Practice shall progress one progression step (if available) from the date of attainment.

(d) Such progression will be in addition to the usual operation of the progression system.

7.3 The Custodial Officers Structure is set out in **Table 45** below. The salaries referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C** (salaries relate to 76 hour fortnight). The Custodial Officers Classification Descriptors set out at **clause 9** of this Appendix apply.

Table 45: Custodial Officers Structure

Custodial Officers (COG) Structure	VPS Grade Alignment (Note: salary rates relate to 76 hour fortnight)
COG 1 Trainee	VPS salary point 1.1.4.
COG 2A Prison Officer	VPS salary point 2.1.1. to VPS salary point 2.2.7
COG 2B Senior Prison Officer/Industry Officer	VPS salary point 3.1.1 to VPS salary point 3.2.2
COG 3 Prison Supervisor/Industry Supervisor	VPS salary point 3.2.3 to VPS salary point 4.1.2
COG 4 Operations Manager/Industry Manager	VPS salary point 4.1.3 to top of VPS 5 Value Range 1
COG 5 General Manager	VPS salary point 5.2.1 to top of VPS 6 Value Range 1

Custodial Officers (COG) Structure	VPS Grade Alignment (Note: salary rates relate to 76 hour fortnight)
COG 6 Senior General Manager	VPS salary point 6.2.1 to top of VPS 6 Value Range 2
COG 7 Senior General Manager – Major Prison Facilities	7.1 – VPS salary point 7.1 to the top of Value Range 1 7.2 – VPS salary point 7.2 to the top of Value Range 2 7.3 – VPS salary point 7.3 to the top of Value Range 3

7.4 Custodial Officer Classification Structure Review

Corrections Victoria will commence a review into the COG classification structure during the life of this Agreement.

8. Custodial Officer Structure – 80 hour fortnight

Table 46: Custodial Officer Structure (80 hour fortnight)

Classification	Grade	Paypoint	1 May 2024	1 May 2025	1 May 2026	1 May 2027
Trainee	COG-1	C1-E01	$59,695	$61,486	$63,331	$65,231
Prison Officer	COG2A	C2aE01	$61,620	$63,469	$65,373	$67,334
		C2aE02	$62,869	$64,755	$66,698	$68,699
		C2aE03	$64,122	$66,046	$68,027	$70,068
		C2aE04	$65,374	$67,335	$69,355	$71,436
		C2aE05	$66,620	$68,619	$70,678	$72,798
		C2aE06	$67,874	$69,910	$72,007	$74,167
		C2aE07	$69,125	$71,199	$73,335	$75,535
		C2aE08	$70,378	$72,489	$74,664	$76,904
		C2aE09	$71,622	$73,771	$75,984	$78,264
		C2aE10	$72,877	$75,063	$77,315	$79,634
		C2aE11	$74,127	$76,351	$78,642	$81,001
		C2aE12	$75,380	$77,641	$79,970	$82,369
		C2aE13	$76,628	$78,927	$81,295	$83,734
		C2aE14	$77,882	$80,218	$82,625	$85,104
		C2aE15	$79,131	$81,505	$83,950	$86,469
Senior Prison Officer / Industry Officer	COG2B	C2bE01	$80,862	$83,288	$85,787	$88,361
		C2bE02	$82,597	$85,075	$87,627	$90,256
		C2bE03	$84,328	$86,858	$89,464	$92,148
		C2bE04	$86,061	$88,643	$91,302	$94,041
		C2bE05	$87,789	$90,423	$93,136	$95,930
		C2bE06	$89,526	$92,212	$94,978	$97,827

Classification	Grade	Paypoint	1 May 2024	1 May 2025	1 May 2026	1 May 2027
		C2bE07	$91,253	$93,991	$96,811	$99,715
		C2bE08	$92,988	$95,778	$98,651	$101,611
Prison Supervisor / Industry Supervisor	COG 3	C3-E01	$94,721	$97,563	$100,490	$103,505
		C3-E02	$96,449	$99,342	$102,322	$105,392
		C3-E03	$98,184	$101,130	$104,164	$107,289
		C3-E04	$100,108	$103,111	$106,204	$109,390
		C3-E05	$102,356	$105,427	$108,590	$111,848
Operations Manager / Industry Manager	COG 4	C4-E01	$104,599	$107,737	$110,969	$114,298
		C4-E02	$106,842	$110,047	$113,348	$116,748
		C4-E03	$109,093	$112,366	$115,737	$119,209
		C4-E04	$111,337	$114,677	$118,117	$121,661
		C4-E05	$113,583	$116,990	$120,500	$124,115
		C4-EU	$115,506	$118,971	$122,540	$126,216
		C4-EU - Max	$127,628	$131,457	$135,401	$139,463
		Progression Amount	$3,289	$3,388	$3,490	$3,595
General Manger	GOG 5	C5-EL	$127,630	$131,459	$135,403	$139,465
		C5-EL - Max	$139,753	$143,946	$148,264	$152,712
		Progression Amount	$3,289	$3,388	$3,490	$3,595
		C5-EU	$141,680	$145,930	$150,308	$154,817
		C5-EU - Max	$165,637	$170,606	$175,724	$180,996
		Progression Amount	$4,153	$4,278	$4,406	$4,538
Senior General Manager	COG 6	C6-E	$165,638	$170,607	$175,725	$180,997
		C6-E - Max	$189,593	$195,281	$201,139	$207,173
		Progression Amount	$4,153	$4,278	$4,406	$4,538
Senior General Manager – Major Prison Facilities	COG 7	C7-EL	$192,434	$198,207	$204,153	$210,278
		C7-EL - Max	$215,526	$221,992	$228,652	$235,512
		C7-EM	$215,531	$221,997	$228,657	$235,517
		C7-EM - Max	$238,623	$245,782	$253,155	$260,750
		C7-EU	$238,623	$245,782	$253,155	$260,750
		C7-EU - Max	$261,715	$269,566	$277,653	$285,983
		Progression Amount	$6,823	$7,028	$7,239	$7,456

9. Custodial Officer Classification Descriptors

Table 47: Custodial Officer Classification Descriptors

Table 47.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor

Trainee Prison Officer	Prison Officer COG 2A	Senior Prison Officer Industry Officer COG 2B	Prison Supervisor Industry Supervisor COG 3
Relates only to Prison Officer recruit training, typically a course of around 7 weeks conducted off-site with a two-week on-the-job training component. The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment. A COG 1 Prison Officer: 1. In the prison environment always works under close supervision, either individually or in a team. 2. Undertakes specific and defined tasks within established rules under close supervision. 3. Works under clear and detailed instructions; tasks are covered by standard procedures. 4. Is aware that deviation from procedures or unfamiliar	**A COG 2A Prison Officer** 1. Provides standard services under general supervision and within a defined service delivery framework (e.g. Director's Instructions, Local Operating Procedures). 2. Maintains security in accordance with established procedures and controls offender movement through surveillance and the operation of security equipment. 3. Manages prisoners, within defined procedures, in such a way as to maintain security and good order, achieve co-operation, and promote rehabilitation. 4. Monitors current service delivery methods and identifies and recommends improvements to ensure that higher quality service is achieved. 5. Provides information and explains rules, procedures and operational policies to individual prisoners and, where	**A COG 2B Officer additionally:** 1. Typically supervises a team or delivers a service within the prison for which specialist skills or training - including trade or industry skills - are required. 2. Supervises, coaches and trains less experienced staff. 3. Provides direction and feedback to staff who report to them. 4. Manages more complex offenders, developing case plans and working closely with relevant agencies to achieve case planning goals. 5. Initiates improvements to service delivery within their area of responsibility consistent with local or organisational guidelines. 6. Conducts basic analysis of statistical information relevant to role. 7. Implements and maintains procedures and systems relevant to area of responsibility. 8. Monitors quality of service delivery and ensures that events / processing occurs in a	**A COG 3 Officer additionally:** 1. Manages a Unit / specialist function with a level of accountability for its physical, financial and human resources. 2. May be required to be the officer-in-charge of a prison. 3. Manages the performance of staff members in their work area, including identifying training and development needs and ensuring standards of professionalism. 4. Resolves complex and challenging problems. 5. Is responsible for maintaining security and control, offender movement, discipline and welfare within work area. 6. Chairs selected prison committees. 7. Performs disciplinary duties in relation to prisoners. 8. Oversees and undertakes supervisory responsibilities in the case management of offenders. 9. Contributes to the development and implementation of a range of offender

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Table 47.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor

Trainee Prison Officer	Prison Officer COG 2A	Senior Prison Officer Industry Officer COG 2B	Prison Supervisor Industry Supervisor COG 3
situations is to be referred to higher ranks. 5. Performs work that is regularly checked. 6. Maintains existing systems and processes. 7. Provides and receives routine information. 8. Has a focus on learning, developing and refining work skills. 9. Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills.	appropriate, to colleagues. 6. Resolves conflicts, issues and problems within guidelines and procedures. 7. Administers emergency first aid where required. 8. In accordance with operating procedures, interviews, assesses and supervises prisoners and administers routine questionnaires and tests to prisoners. 9. Under general supervision, develops individual case plans and monitors prisoners' progress against those plans, motivating prisoners to engage in activities intended to reduce the risk of re-offending. 10. Facilitates the attendance of prisoners at scheduled activities and programs. 11. Ensures maintenance and correct usage of equipment. 12. Provides advice on operational issues to senior staff. 13. Applies rules, processes and standards under general supervision. 14. Within operational	timely and efficient manner. 9. If employed in an Industry, provides training and instruction to offenders in a specific industry. 10. Exercises professional judgement about the application of rules, or the selection of choices within guidelines. 11. Resolves local operational service delivery problems within guidelines. 12. Reviews decisions, assessments and recommendations from less experienced team members. 13. Determines the work organisation of the work area. 14. Provides analysis and advice to contribute to decision-making by others. 15. Within guidelines, may manage budget and resources for the work area. 16. Leads a team through activities including individual and team performance management and development. 17. Explains concepts and policies to prisoners, stakeholders and staff. 18. Plans, leads and facilitates information sessions and	activities. 10. Develops, implements, and evaluates new local operational procedures for unit / program. 11. Develops plans for activities for unit. 12. Undertakes low-level, specified research, consultation and liaison to gather information, statistics and views on identified issues and provides basic analysis of those issues to senior staff. 13. Undertakes tasks of a specialist (professional and/or technical) or detailed nature, and exercises specific process responsibilities including devising and reviewing procedures and systems. 14. If employed in industries, manages multi-discipline trade groups including subordinate supervisors. 15. Manages services within a Program. 16. Manages a portfolio of cases including higher-risk, more complex cases. 17. Provides first contact point for external agencies and others in relation to Unit/Program.

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Table 47.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor			
Trainee Prison Officer	**Prison Officer COG 2A**	**Senior Prison Officer Industry Officer COG 2B**	**Prison Supervisor Industry Supervisor COG 3**
	constraints, may plan and prioritise own work program to achieve defined targets. 15. Is required to use judgement to solve problems arising in own work program. 16. Presents routine information to small groups and provides feedback to organisation. 17. Drafts routine internal reports and correspondence. 18. Liaises with stakeholders, prisoners and external providers of goods and services. 19. Understands procedures for effectively dealing with people exhibiting challenging behaviours. 20. Understands and applies basic theoretical principles, under supervision, to achieve defined outcomes. 21. Develops knowledge of established techniques and organisational processes. 22. Uses software and technical equipment proficiently	consultative processes in a range of settings. 19. Provide formal briefings for senior staff on significant issues. 20. Communicates issues and advocates a preferred case or option to stakeholders. 21. May be required to provide professional / technical advice consistent with role. 22. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations. 23. Is authoritative in the application of processes and policy relevant to the work unit. 24. In smaller prisons, may be required to act as officer-in-charge of the prison on night shifts.	18. Sets local precedents regarding the application of guidelines. 19. Provides guidance for others in the work area and/ or related areas. 20. Assesses and responds to policy and process changes in the work area. 21. Identifies and applies developments within professional field to problem solving within the work area. 22. Plans, leads and facilitates consultative processes in a range of settings involving more difficult or sensitive issues. 23. Prepares complex operational reports requiring in-depth factual analysis. 24. Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field. 25. Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives

Table 47.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	**General Manager COG 5**		**Senior General Manager**
A **COG 4 Officer** additionally: 1. Manages the operations of a small location, a work unit or activity within a Branch or broader program - including responsibility for all aspects of human and financial resource management, security, and good order. 2. Coordinates the planning, development and implementation of a specialist service. 3. Undertakes research, investigation and analysis of complex issues. 4. Provides sound advice and briefings, options and recommendations to the higher levels of the organisation. 5. Contributes to policy development. 6. Identifies emerging issues and trends and takes action to address them. 7. Develops and implements strategies to resolve complex problems. 8. Contributes to the development of business plans and strategies for the Branch. 9. Represents the department in negotiations on local matters. 10. Develops and manages a viable industry Program within a prison.	**A COG 5 Officer** in a salary bandwidth of COG 5 base salary to the equivalent salary of the top of VPS Grade 5 Value Range 2 work value descriptors. 1. Manages change processes. 2. Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues. 3. Provides specialist professional services or advice, including leadership and guidance to others. 4. Development and implement and management of major departmental programs and projects. 5. Providing authoritative and strategic advice to Executive Management. 6. Resolves complex and sensitive issues and problems with wide impact involving a number of stakeholders. 7. Develops and implements integrated solutions. 8. Identifies risks and recommends risk management strategies. 9. Makes decisions that may set precedents for peers.	**A COG5 Officer** salary equivalent salary of VPS Grade 6 Value Range 1 base to the top of Grade 6 Value Range 1 additional work value descriptors. 1. Manages a large-scale organisational service or regional delivery function. 2. Develops service delivery models within business plans and objectives. 3. Develops medium to longer term plans and strategies which are consistent with business plans, planning and prioritising work programs and allocating appropriate resources to ensure its satisfactory completion. 4. Is responsible for operational policy or service development impacting on a major functional area. 5. Routinely advises senior stakeholders on policy issues and solutions within a functional area. 6. Evaluates and manages risk and ensures quality and probity in project proposals. 7. Develops policy frameworks within area of expertise or responsibility	**COG6: Senior General Manager** additionally: 1. Is responsible and accountable for all aspects of major prison / region or major or state-wide strategic function. 2. Provides authoritative, expert, professional, technical and strategic advice to Executive Management and the Minister on complex and/or state-wide issues, policies, procedures, guidelines and standards. 3. Resolves complex and sensitive issues/problems which have significant organisational impact. 4. Conceptualises, negotiates and manages complex projects and service improvement initiatives. 5. Represents the organisation in local, national and international forums. 6. Introduces and leads change processes. 7. Develops policies, programs and initiatives that impact on programs or major functional areas. 8. Is required to interpret general policy framework to make decisions in the absence of

Table 47.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5		Senior General Manager
11. Integrates activities across all units within the prison. 12. Develops policies and procedures on operational areas across the prison. 13. Develops professional guidelines within the work area. 14. Resolves complex operational service delivery issues consistent with program objectives. 15. Interprets and applies business plans and policies to own area of responsibility, including putting strategies in place to ensure that local plan targets are achieved. 16. Is expected to introduce innovation within work area. 17. Defines the appropriate methodology in the analysis of policy or research options. 18. Conveys specialist concepts and policies to prisoners, staff and stakeholders. 19. Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level. 20. Develops and implements operational communication and consultation strategies on specific projects. 21. Researches and applies advanced theoretical knowledge in a specialised field to	10. Develops business plans to deliver on evolving organisational priorities. 11. Provides solutions and thinking to advance organisational innovation or occupational / professional knowledge. 12. Creatively develops options in a changing organisational environment. 13. Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement. 14. Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels. 15. Manages consultation processes including engagement with key stakeholders. 16. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice.	based on defined organisational priorities. 8. Participates in strategic planning and contributes to strategic decision making process. 9. Is accountable for the achievement of established corporate objectives including the formulation and implementation of local business plans. 10. Identifies and responds to new and emerging strategic issues impacting on the operating environment. 11. Purpose of communication may be to resolve complex issues through a process of consultation and negotiation. 12. Prepares technical reports at an authoritative level. 13. Develops briefs on highly complex issues that provide options for decision within an organisation. 14. Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines.	definitive operational policies. 9. Contributes advanced expertise and knowledge to strategic planning and decision-making processes. 10. Is required to use formal and informal channels to influence organisation or program management to achieve goals. 11. Influences stakeholders holding competing priorities and views. 12. Briefs high-level stakeholders in own area of expertise in a variety of forums. 13. Operates with loosely defined hierarchies of decision-making. 14. Negotiates to resolve differences to achieve agreement to project/program. 15. Ability to negotiate on the spot, often on the basis of limited information. 16. Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives. 17. Possesses high-level expertise in the program area. 18. Provides high-level expertise in a field or discipline that is critical to the program or organisation.

Table 47.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5		Senior General Manager
operational problem solving. 22. Applies sound theoretical and practical expertise in development of policy options. 23. Is the officer-in-charge of the prison in the absence of the General Manager. At the higher end of the Grade additional work value descriptors apply. 24. Formulates service delivery plans within the strategic framework. 25. Manages the planning, development and implementation of a specialist service. 26. Manages the operations of a prison location or specialist service. 27. Provides authoritative advice and recommendations where options and precedents are unclear. 28. Provide high-level advice to the General Manager in the development of business plans and strategies for the Branch / Agency. 29. Represents the department in public forums and negotiating on local matters. 30. Provides leadership and guidance based on advanced expertise. 31. Recommends specialised service delivery models. 32. Decisions often impact upon staff, peers and	17. Is influential in negotiations with external suppliers of major services. 18. Modifies and applies concepts to new situations that may impact beyond the immediate work area. 19. Provides leadership in the application of concepts to policy development.	15. Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required. 16. Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience. 17. Represents own work area with external stakeholders, and effectively manages feedback. 18. Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager. 19. Focuses on understanding stakeholder issues and influencing their views. 20. Provides authoritative expert advice on complex issues within own area. 21. Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives.	19. Creates a learning environment within prison / region.

Table 47.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager			
Operations Manager Industry Manager COG 4	**General Manager COG 5**		**Senior General Manager**
prisoners outside the immediate work area. 33. Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework. 34. Advice and analysis influences policy development 35. Contributes to strategic business planning. 36. Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues. 37. Is accountable for work organisation, the allocation of resources within and the outputs required of the work area. 38. Innovative thinking and analysis influences developments within area of responsibility. 39. Initiates and maintains relationships with peer and senior internal and external stakeholders. 40. Focuses on understanding stakeholder issues. 41. Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice.		22. Applies complex concepts drawn from non-related fields to address policy issues. 23. Possesses high-level expertise in the field or discipline.	

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Table 47.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager			
Operations Manager Industry Manager COG 4	**General Manager COG 5**		**Senior General Manager**
42. Prepares technical reports at an advanced professional level. 43. Uses specialist knowledge within a confined field to challenge policies and professional concepts. 44. Applies complex concepts to policy development or research. 45. Provides leadership in the adaptation and application of concepts to operational matters within local work area. 46. Models high-level leadership attributes			
Senior General Manager – Major Prison Facilities			
A COG 7 officer, as designated by the Employer, is responsible and accountable for all aspects of a major prison facility and/or strategic State-wide function and operates consistent with the VPS STS descriptors.			

Part 3 Community Corrections

10. Community Corrections Practitioner (CCP) – VPS Aligned Adaptive Classification Structure

10.1 The CCP structure is a six (6) level structure that maintains alignment with the VPS classification structure. CCP levels 1, 2, 3 and 4 represent work value based alignment with the VPS classification structure. The VPS Aligned Adaptive Classification Structure applying to Community Corrections Practitioners in outlined in the table below:

Table 48: Community Corrections Practitioner (CCP) – VPS Aligned Adaptive Classification Structure

Community Corrections Practitioners	VPS Grade Alignment
Community Corrections Practitioner Grade 1 (CPP1)	VPS Grade 2, Value Range 2
Community Corrections Practitioner Grade 2 (CPP2)	VPS Grade 3, Value Range 1
Community Corrections Practitioner Grade 3 (CPP3)	VPS Grade 3, Value Range 2
Community Corrections Practitioner Grade 4 (CPP4)	VPS Grade 4
Community Corrections Practitioner Grade 5 (CPP5)	VPS Grade 5
Community Corrections Practitioner Grade 6 (CPP6)	VPS Grade 6

Part 4 Office of the Public Advocate

11. Work or Conditions Allowances – After Hours Service

11.1 Office of the Public Advocate Employees rostered on after hours service on a Monday to Friday will receive compensation at the rate of 0.2 days leave or salary per day worked on pager duty, irrespective of the number of calls actually taken or the incidence of actual call out time.

11.2 Office of the Public Advocate Employees rostered on after hours service on a Saturday or Sunday will receive compensation at the rate of 0.4 days leave or salary per day worked on pager duty, irrespective of the number of calls actually taken or the incidence of actual call out time.

11.3 If a public holiday falls within the period of rostered after hours service an allowance of 0.8 days leave or salary will be paid for the public holiday.

Part 5 Sheriff's Office

12. Work or Conditions Allowances – Rostered Employees

12.1 Overtime – Commuted Allowance

(a) A Metropolitan-based Sheriff's Officer must be paid a commuted allowance at the rate of 6 per cent of base salary.

(b) A Country-based Sheriff's Officer must be paid a commuted allowance at the rate of 10 per cent of base salary in recognition of excess travelling time.

(c) The allowances payable under this clause compensates for the performance of up to two hours of unplanned overtime per week associated with Sheriff's Officer's duties and all other incidences of employment not covered elsewhere in this Agreement.

(d) The allowances payable under this clause must be paid as part of fortnightly salary and shall form part of the salary specified for superannuation purposes and all paid leave provided for under this Agreement. These allowances do not apply where the Sheriff's Officer is promoted to a position of higher classification, transferred to a non-Sheriff's Officer position or ceases to occupy a Sheriff's Officer position pursuant to other provisions of this Agreement.

13. Sheriffs Officer – Fitness for Duty

Employees engaged as a Sheriff's Officer after 1 January 2016 may be required to undertake a fitness test to meet the defined standards of fitness.

Part 6 Sheriff's Officer Classification Structure

14. Sheriff's Officer Classification Structure

14.1 Progression in the Sheriff's Officer structure is as follows:

(a) Trainee Sheriff's Officer work value alignment of VPS Grade 2 Value Range 1;

(b) Progression to VPS salary point 2.2.1 after 3 months employment and demonstrated competency in executing initial criminal warrants;

(c) Progression to VPS salary point 2.2.2 after 12 months employment, completion of Certificate IV in Government or Certificate IV in Government (Court Compliance) and demonstrated competency in executing all criminal warrants;

(d) Progression to VPS salary point 2.2.5 after 24 months employment and demonstrated competency in executing all civil and criminal warrants;

(e) Typically, Sheriff's Officers move to Senior Sheriff's Officer after 36 months employment subject to having met the agency's performance standards.

14.2 Employees who hold the position of Senior Sheriff's Officer, may progress by annual progression beyond salary point 3.2.2 subject to having met the agency's performance standards and completion of Certificate IV in Government, Certificate IV Government (Court Compliance) or an agreed equivalent.

14.3 Employees, who on the date of commencement of this Agreement, hold the position of Assistant District Supervisor may retain that title and will, subject to having met the agency's performance standards, be eligible for progression to the top of VPS 3.2.

14.4 The Sheriff's Officer Structure is set out in **Table 49** below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C**.

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Table 49: Sheriff's Officer Structure

Sheriff's Officer Structure	VPS Grade Alignment
Sheriff's Officer Trainee	VPS salary point 2.1.1.
Sheriff's Officer	VPS salary point 2.2.1 to VPS salary point 2.2.7
Senior Sheriff's Officer	VPS salary point 3.1.1 to the top of VPS 3.2
Supervisor	VPS Grade 4
Regional Manager (Sheriff's Operations)	VPS Grade 5, Value Range 1
Regional Manager (Sheriff's Operations) (Metropolitan Regions)	VPS Grade 5, Value Range 2
Deputy Sheriff	VPS Grade 6, Value Range 2

Part 7 Youth Justice

15. Youth Justice Worker Structure

Youth Justice Worker (YJW) structure is set out at **clause 19** and grade descriptors in **clause 20** of this Appendix.

16. Shift Allowances – Saturday and Sundays

The Employer must pay a Shift Worker rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75 per cent of the ordinary hourly rate for each hour of ordinary duty performed.

17. Time Recording

Employees, who are required to, will record the hours worked in a manner and form determined by the Employer. This provision must not be used to avoid an obligation, to pay relevant overtime payments under **clause 46**, **Section I** of this Agreement (Overtime).

18. Overtime (Child and Dependent Care), Sleepover and Court Allowances

18.1 Child care expenses must be paid in accordance with **clause 48, Section I** of this Agreement (Child Care).

18.2 Where an Employee is given short notice of the requirement to work overtime, the Employer must consider reasonable requests to reimburse the Employee for dependent care expenses.

18.3 Court Allowance

18.4 An Employee who has been placed on stand-by to make themselves available to attend court on departmental business at a time they are not rostered to work or outside their normal contracted hours must be paid an allowance:

Table 50: Court Allowance

Date of effect	Amount per day
1 May 2024	$61.65
1 May 2025	$63.50
1 May 2026	$65.40
1 May 2027	$67.35

18.5 The Employer must pay the Employee in accordance with **clauses 46, Section I** of this Agreement (Overtime) for work performed while on stand-by for court.

18.6 Sleepover Duty

18.7 The Employer may require, and the Employee must not unreasonably refuse, to work sleepover.

18.8 An Employee is not required to sleepover outside the normal hours of duty except by mutual Agreement between the Employee and the Employer. A sleepover period must not commence before 10:00pm or extend beyond 7:00am.

18.9 Where the Employer requires an Employee to sleep over in a client residential setting, the Employee must be paid a sleep over allowance. This allowance constitutes total compensation for any intermittent duty performed in connection with sleepover duty to a total of one hour's duration:

Table 51: Sleepover Duty

Date of effect	Amount per day
1 May 2024	$112.00
1 May 2025	$115.35
1 May 2026	$118.80
1 May 2027	$122.35

18.10 The Employer must pay the Employee in accordance with **clause 46, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty during a sleepover shift.

Part 8 Youth Justice - Non-VPS Aligned Adaptive Classification Structure and Descriptors – Department of Justice and Community Safety

19. Youth Justice Worker

19.1 Introduction

(a) Youth Justice Worker (YJW) grade descriptors are set at **clause 20** of this Appendix.

(b) Progression within the YJW Grades 1, 2, 3 and 4 is through set progression steps. Progression within the YJW Grades 5 and 6 is through set progression amounts.

19.2 Certificate IV in Youth Justice

The Department of Justice and Community Safety (the Department) has implemented a Certificate IV in Youth Justice, specific to employment in Victorian Youth Justice Centres (the Qualification).

19.3 New Employees

(a) All Employees commencing employment at the YJW Grade 1 level and YJW Grade 2 level are required to complete the Qualification.

(b) A New Employee who commences employment at YJW Grade 1 Pay Point 1.1 after the Implementation Date will progress to YJW Grade 1 Pay Point 1.7 on completion of the Qualification.

(c) A New Employee who commences employment above YJW Grade 1 Pay Point 1.1 but below YJW Grade 2 will progress six progression points on completion of the Qualification.

(d) A New Employee who commences employment on or above YJW Grade 2.1 but below YJW Grade 3 will progress two progression points on completion of the Qualification.

(e) The Employer will deliver the Qualification so that a New Employee can attain the Qualification within 12 months of the commencement of studies.

(f) **Clause 19.3(e)** does not preclude a New Employee from completing the Qualification after 12 months of the commencement of studies if that New Employee and the Employer so agree.

19.4 Salary adjustment for existing Employees

(a) The following salary adjustments will apply to Existing Employees who complete the Qualification:

(i) A YJW Grade 1 Employee at or below the YJW 1 Pay Point 1.9 will progress six salary points.

(ii) A YJW Grade 1 Employee at or above the YJW Pay Point 1.10 will progress to a maximum Pay Point 1.15 and will receive a once-off bonus payment.

(iii) A YJW Grade 2 Employee at or below the YJW 2 Pay Point 2.6 will progress two salary points.

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(iv) A YJW Grade 2 Employee at or above the YJW 2 Pay Point 2.7 will progress to a maximum Pay Point 2.8 and will receive a once-off bonus payment.

(v) The one once-off bonus payment for the relevant YJW Grade 1 Employee or YJW Grade 2 Employee are as follows:

Table 52: Salary adjustment for existing Employees

Classification	Pay Point Increase	Once-off bonus payment pay point
YJW 1.10	5	1
YJW 1.11	4	2
YJW 1.12	3	3
YJW 1.13	2	4
YJW 1.14	1	5
YJW 1.15	0	6
YJW 2.7	1	1
YJW 2.8	0	2

19.5 The salary adjustments set out in **clauses 19.3** and **19.4(a)** of this Appendix are in addition to any other salary adjustments set out in this document.

19.6 Youth Justice Worker Structure

Table 53: Youth Justice Worker Structure

Youth Justice Worker (YJW) Structure	YJW Pay Point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
YOUTH JUSTICE WORKER GRADE 1 YJW 1	1.1	$58,539	$60,295	$62,104	$63,967
	1.2	$59,728	$61,520	$63,366	$65,267
	1.3	$60,915	$62,742	$64,624	$66,563
	1.4	$62,107	$63,970	$65,889	$67,866
	1.5	$63,290	$65,189	$67,145	$69,159
	1.6	$64,482	$66,416	$68,408	$70,460
	1.7	$65,670	$67,640	$69,669	$71,759
	1.8	$66,858	$68,864	$70,930	$73,058
	1.9	$68,045	$70,086	$72,189	$74,355
	1.10	$69,234	$71,311	$73,450	$75,654
	1.11	$70,419	$72,532	$74,708	$76,949
	1.12	$71,610	$73,758	$75,971	$78,250

Youth Justice Worker (YJW) Structure	YJW Pay Point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
	1.13	$72,795	$74,979	$77,228	$79,545
	1.14	$73,987	$76,207	$78,493	$80,848
	1.15	$75,175	$77,430	$79,753	$82,146
YOUTH JUSTICE WORKER GRADE 2 YJW 2	2.1	$76,817	$79,122	$81,496	$83,941
	2.2	$78,465	$80,819	$83,244	$85,741
	2.3	$80,111	$82,514	$84,989	$87,539
	2.4	$81,756	$84,209	$86,735	$89,337
	2.5	$83,400	$85,902	$88,479	$91,133
	2.6	$85,048	$87,599	$90,227	$92,934
	2.7	$86,691	$89,292	$91,971	$94,730
	2.8	$88,339	$90,989	$93,719	$96,531
YOUTH JUSTICE WORKER GRADE 3 YJW 3	3.1	$89,984	$92,684	$95,465	$98,329
	3.2	$91,627	$94,376	$97,207	$100,123
	3.3	$93,275	$96,073	$98,955	$101,924
	3.4	$95,102	$97,955	$100,894	$103,921
	3.5	$97,237	$100,154	$103,159	$106,254
	3.6	$100,293	$103,302	$106,401	$109,593
YOUTH JUSTICE WORKER GRADE 4 YJW 4	4.1	$101,500	$104,545	$107,681	$110,911
	4.2	$103,638	$106,747	$109,949	$113,247
	4.3	$105,771	$108,944	$112,212	$115,578
	4.4	$107,905	$111,142	$114,476	$117,910
	4.5	$109,730	$113,022	$116,413	$119,905
	4.6	$111,993	$115,353	$118,814	$122,378
	4.7	$114,260	$117,688	$121,219	$124,856
	4.8	$115,176	$118,631	$122,190	$125,856
YOUTH JUSTICE WORKER GRADE 5 YJW 5	YJW 5.1 Base	$115,357	$118,818	$122,383	$126,054
	YJW 5.1 Max	$121,247	$124,884	$128,631	$132,490
	Progression amt	$3,289	$3,388	$3,490	$3,595
	YJW 5.2 Base	$121,250	$124,888	$128,635	$132,494
	YJW 5.2 Max	$132,764	$136,747	$140,849	$145,074
	Progression amt	$3,289	$3,388	$3,490	$3,595
YOUTH JUSTICE WORKER GRADE 6 YJW 6	YJW 6.1 Base	$134,593	$138,631	$142,790	$147,074
	YJW 6.1 Max	$157,355	$162,076	$166,938	$171,946
	Progression amt	$4,153	$4,278	$4,406	$4,538
	YJW 6.2 Base	$157,356	$162,077	$166,939	$171,947

Youth Justice Worker (YJW) Structure	YJW Pay Point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
	YJW 6.2 Max	$180,115	$185,518	$191,084	$196,817
	Progression amt	$4,153	$4,278	$4,406	$4,538

20. Youth Justice Custodial Career Structure Classifications and Standard Descriptors

Jobs in this structure support the Department's children, youth and families programs.

Child Protection and Youth Justice form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005 (Vic)* (The Act). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children and young persons; and
- to make provision in relation to children and young persons who have been charged with, or who have been found guilty of offences; and
- to continue the Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department in youth justice. A key role of these Employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of the youth justice program is provided below.

Youth Justice Custodial Services

Youth Justice Custodial Centres accommodate young people aged 10 – 18 remanded and sentenced by the Criminal Division of the Children's Court and some 18 – 21 year olds sentenced by the adult courts to Youth Justice Custodial Centres in Victoria. The centres operate within a framework that promotes the return of young people to the community at the completion of their custodial sentence with increased support and opportunities and reduced risk of re – offending.

Note: Youth Justice Grade and Value Range Descriptors reflected the underpinning work value anchors for the function. Where the descriptors reference the VPS Grade and Value Range descriptors, the Youth Justice descriptors are to be read in conjunction with them. The primary classification reference at Youth Justice Grade 5 is operational service delivery with the VPS Grade and Value Range descriptors serving as a framework for the other elements of work value. Use of the VPS Grade and Value Range descriptors in this manner for CP Grade 5 is unique to this occupational category.

Table 54: Youth Justice Custodial Career Structure

Table 54.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
General:	Provides basic client care and support in both a community and /or institutional setting Works within a well-defined environment under close supervision Typically in Youth Justice Custodial Services, a worker providing either direct care, client supervision or support	Provides standard services under general supervision within a service delivery framework	Provides standard services within a service delivery framework	Manages delivery of services to clients within a service delivery framework Provides professional services at an advanced level in the field of expertise
Program Specific:		Typically in Youth Justice Custodial Services • may coordinate shift activities • coordinates activities which support client programs	Typically in Youth Justice Custodial Services, a unit/ program, co-ordinator	Typically in Youth Justice Custodial Services a program or unit manager
Decision Making	All Employees exercise legal delegations and functions pursuant to the *Children, Youth and Families Act 2005 (Vic)* and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	Provides case support or direct care to clients Manages a range of client behaviours Takes appropriate action for the safety and security of clients and the centre	Provides direction to a shift of direct care workers involved in the care, support and supervision of clients Plans and prioritises work to achieve defined targets	Works as a coordinator of a residential unit or a non-residential program Organises work schedules and allocates cases Undertakes more complex and advanced casework	Evaluates and modifies behaviour management systems or programs within a unit Contributes to centre-wide behaviour management systems

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Table 54.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
	Selects and applies established procedures and local work practices Prioritises own work program with guidance from the supervisor Implement aspects of client case plans Works with clients in a range of settings Works as part of a team in dealing with crisis intervention Works with others to coordinate client programs	Undertakes client assessments, case management and the development, implementation and review of case plans and client service plans Adapts practices to a variety of case circumstances Refers complex cases and issues to more senior staff and other service providers Works with clients in a range of settings	Manages and monitors the level of service provided to clients Provides services in relation to vocational training and employment for clients Researches program options to develop recommendations	Provides expertise in the more problematic cases
Accountability and Frameworks	Provides direct client care, case management, practical advice, assistance and client support and supervision services Maintains accurate client records Makes decisions and solves problems based on knowledge gained from formal training and the application and interpretation of precedents, policies and standards	Provides advice, expertise, support and training to direct care staff Ensure case plans are followed by direct care staff including leave programs Participates in planning, implementing and reviewing programs and services Assesses clients and recommends appropriate type and level of service for clients	Co-ordinates case management advice relating to individual case plans to peers, and internal and external stakeholders Ensures case management processes are in place and standards are met. Solves problems by applying sound judgment and professional expertise Participates in developing and evaluating client service delivery and treatment strategies	Overall responsibility for the operation of the unit or program. Decisions are authoritative and not usually subject to intervention Manages staff and resources for a unit or program

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Table 54.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
	Selects and applies a variety of work practices and techniques common to the work area Refers more complex problems to the supervisor for resolution	Selects from a variety of techniques, systems, methods or procedures Modifies or adapts practices within the work area that have limited impact	Conducts supervision sessions for a team of direct care staff	
Innovation and Originality	Judgement is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Creatively deals with problems within the work area Initiates improvements to work practices within the work area Explores new ideas in response to more challenging cases issues and problems and proposes changes and solutions	Develops and applies new ideas in more complex case plans and proposes solutions Assesses and responds to developments in the field	Explores and disseminates new ideas in response to non-routine case issues and problems and decides on changes and solutions Demonstrates creative thinking in the design and implementation of unit processes Contributes ideas to strategic planning of the centre
Communication	Communicates effectively with clients, and their families/guardians/ caregivers concerning the implementation of case plans and client support Prepares routine reports and correspondence relating to client assessment and case plans.	Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, guardians and service providers Prepares client reports Prepares briefs and correspondence for consideration by management	Liaises, consults and seeks to influence other service providers, government and non-government sector agencies to provide coordinated client services Provides specialised advice and information to other service providers Finalises case reports and correspondence	Conveys policy, case management and operational advice to a range of professional and program audiences Applies negotiation, consultation and persuasion skills at an advanced level. Prepares comprehensive case reports, correspondence, and briefings

Table 54.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
	Applies conflict resolution skills in dealing with challenging clients			
Knowledge and Proficiency	Understands relevant procedures, practices, guidelines and legislation relating to the work area	Applies a developed understanding of service standards, techniques and practices, acquired through operational expertise Applies an understanding of relevant legislation and current trends and approaches to service provision in the field	Provides authoritative advice to other professionals and organisations on program and service delivery	Possesses and applies a wide knowledge and understanding of program, operational and service delivery issues

Table 54.2: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 5 and 6				
Grade Descriptors	**Grade 5**		**Grade 6**	
	VR1	**VR2**	**VR1**	**VR2**
General:			A senior regional program manager with a significant impact on program management and delivery	
Program Specific:	Typically in Youth Justice Custodial Services, a project or policy manager		Typically in Secure Welfare, manager of the program.	
Decision Making	All Employees exercise legal delegations and functions pursuant to the *Children, Youth and Families Act 2005 (Vic)* and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	Manages the operations of a centre or service, sub program, minor program, or program component with significant service delivery components Intervenes in and manages the most problematic cases Provides specialist professional services or advice Coordinates major projects	Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues Professional services and advice is applied more broadly to influence policies and program delivery Manages major projects	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Accountability and Frameworks	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Innovation and Originality	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Communication	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

Table 54.2: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 5 and 6				
Grade Descriptors	**Grade 5**		**Grade 6**	
	VR1	**VR2**	**VR1**	**VR2**
Knowledge and Proficiency	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

Part 9 Youth Justice Custodial Centres

21. Overtime

Notwithstanding **clause 46, Section I** of this Agreement (Overtime), Youth Justice Worker Employees who are employed at Cherry Creek Justice Centre, Melbourne Youth Justice Centre, and Parkville Youth Residential Services whose normal rostered shift hours of duty are in excess of 76 hours per fortnight will receive time in lieu on an hour for hour basis for those additional rostered shift hours beyond 76 hours per fortnight.

22. Youth Justice practice principles

22.1 The Parties jointly commit to continue to work together in an endeavour to improve rostering arrangements to better meet the needs of children and young people and Employee requirements.

22.2 The Parties agree that the following practice principles be applied in regard to decision making and practice within Victorian Youth Justice Custodial Centres.

22.3 The Parties will:

(a) Ensure all children and young people and Employees will be treated with dignity and respect.

(b) Support the rehabilitative, safety and supervisory needs of clients within the framework of the *Children, Youth and Families Act 2005* (Vic).

(c) Support 'normalised' hours of operating to minimise the amount of time that children and young people are 'locked down' where it is safe and secure for employees and young people to do so.

(d) Proactively support the work, family and life balance policy.

(e) Work collaboratively to ensure that Occupational Health and Safety practice and procedures are best practice standard.

(f) Ensure proposed changes to work practice are conducted in accordance with relevant industrial Agreements and a health and safety framework. This will involve analysis as to the effects of changes on health and safety and any impacts to parties affected that are identified.

(g) Work collaboratively with staff and the CPSU to manage and where possible reduce the incidence of occupational violence and assault.

(h) Ensure unpaid meal breaks are scheduled into rosters.

(i) Ensure handovers between shifts will be for at least 15 minutes.

(j) Provide appropriate management /supervisory support.

(k) Provide formal supervision to Employees on a regular basis, rostered in advance.

(l) Support the implementation of measures which provide improved workforce mobility and better career pathways for Employees. This clause does not detract from the obligations and benefits provided in **Section I** of this Agreement.

(m) Support Employees to actively participate in service improvement activities including operational debriefs, quality improvement processes, OHS meetings, unit meetings and conflict resolution processes.

(n) Endeavour to fill all direct care vacancies and backfill absences as quickly as practicable to ensure efficient and safe management of the Custodial Precincts and staffing levels.

23. Training and Consultative Mechanisms

23.1 An agreed periodic formal meeting between the Employer, the CPSU and Employees will be established in each Youth Justice Custodial Centre at which the following will be discussed:

(a) issues affecting the Centre, Employees and clients;

(b) training needs; and

(c) consultative procedures.

23.2 Anything established as core training will be compulsory for Employees to attend.

24. Provision of Protective Clothing – Youth Justice Custodial Centres

24.1 Youth Justice Worker Grades 1 to 5 and programs, stores, maintenance and gardening Employees employed at Youth Justice Custodial Centres must be provided appropriate clothing or a clothing allowance of up to $500 per annum. This includes an entitlement to request reimbursement of up to $100 per annum where Employees have purchased their own appropriate footwear for work purposes.

24.2 The Employer is not responsible for replacing personal clothing items where the Employee has not worn the clothing.

24.3 The Employer, following discussion and input from Employees and the Union, shall determine the type and standard of clothing and supply arrangements.

24.4 Protective footwear, if provided or purchased, must meet the relevant Australian Safety Standard.

24.5 Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.

24.6 Claims must be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the department for the supply of appropriate clothing to Employees.

24.7 An Employee must wear the clothing and footwear, as provided or purchased, when required to do so by the department. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the designated clothing.

25. Employee Development

Where Employees are required to attend training courses, this will be facilitated through flexible rostering arrangements, provided the Employee has given 14 days/adequate notice of their intention to attend the training.

26. Stand-by / Recall Allowance – Youth Justice Custodial Centres

26.1 The Employer may require an Employee to be on stand-by outside the ordinary hours of duty. The Employee may also be required to be recalled to their usual place or places of work.

26.2 An Employee on stand-by:

(a) must be able to be contacted immediately by an agreed means of communication;

(b) must be able to travel to their usual place or places of work within a reasonable time;

(c) must be fit for duty.

The Employer must reimburse the Employee for the cost of telephone calls made in the course of stand-by/recall duty.

26.3 Youth Justice Workers required and rostered to be on stand-by outside of their ordinary hours of duty must be paid a stand-by allowance:

Table 55: Stand-by / Recall Allowance – Youth Justice Custodial Centres

Date of effect	Weekly Allowance
1 May 2024	$389.05
1 May 2025	$400.70
1 May 2026	$412.70
1 May 2027	$425.10

26.4 Payment of the stand-by/recall allowance in (this clause) shall constitute total compensation for any intermittent duty in connection with stand-by/recall to a total of one hour's duration.

26.5 The Employer must pay the Employee in accordance with **clause 46, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty.

27. Safety and Emergency Response Team

27.1 In recognition of additional skills required by members of the Safety and Emergency Response Team, an annual allowance (paid on a fortnightly basis) will be paid while performing Safety and Emergency Response duties.

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Table 56: Safety and Emergency Response Team

Date of effect	Annual Allowance
1 May 2024	$1,221.90
1 May 2025	$1,258.55
1 May 2026	$1,296.30
1 May 2027	$1,335.20

Part 10 Children, Youth and Families Stream

28. Application

28.1 **Part 10** of this Appendix applies to Employees of the Department of Justice and Community Safety who are employed under the Children, Youth and Families Stream classification descriptors as outlined in **Part 3** of **Appendix 4**.

29. Ten Hour Break

29.1 The Employer must grant an Employee in the programs covered by the Children, Youth and Families stream a ten hour break between completing a shift and commencing a further period of duty for which the Employee has expressly been recalled.

(a) If an Employee commences work later than their rostered time in order for the ten hour break to occur, they will be paid including all appropriate payments for the whole shift (including any over runs), from the commencement of their rostered shift time.

29.2 Notwithstanding **clause 29.1** of this Appendix, the Employer may recall the Employee to return to duty before the expiration of the ten hour break. In these circumstances, the Employer must pay the Employee in accordance with **Section I** of this Agreement (Overtime), except that the rate shall be time and a half of the Employee's hourly rate for the first three hours and, for all time worked after the first three hours, at double time, until the commencement of the break.

29.3 The following provisions also apply:

(a) The roster, including starting times, will not be changed because a ten hour break has not occurred.

(b) If an Employee commences work later than their rostered time in order for the ten hour break to be observed, they will be paid including all appropriate payments for the whole shift (including any over runs), from the commencement of their rostered shift time.

(c) In addition to **clause 29.3(b)** above, where an Employee works five hours of overtime in addition to a normal period of rostered duty, the Employer may direct the Employee off all or part of the next day's shift with no monetary disadvantage

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to the Employee having regard to occupational health and safety obligations and Employee well-being.

30. Overtime and Additional Leave

30.1 In the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 1, CYF Grade 2, CYF Grade 3, CYF Grade 4 and CYF Grade 5 must be paid at the appropriate overtime rate specified in **clause 46.7**, **Section I** of this Agreement (Overtime) based on the Employee's salary.

30.2 This clause operates to the exclusion of the **clauses 46.6** and **46.7(b)**, **Section I** of this Agreement:

30.3 Employees covered by the Children, Youth and Families (CYF) stream in CYF Grade 2, CYF Grade 3, CYF Grade 4, CYF Grade 5 and CYF Grade 6 are entitled to Additional Leave of 5 days paid per annum paid at the employee's ordinary rate of pay.

30.4 Additional Leave accrues daily and at the rate of an employee's contracted ordinary hours.

30.5 Full-time employees will accrue a maximum of 38 hours per annum. Part-time employees will accrue Additional Leave on a pro rata basis according to their contracted ordinary hours only.

30.6 Additional Leave accrued under this clause must be paid at the Employee's ordinary hourly rate of pay.

30.7 This leave entitlement must be taken by the end of the calendar year following the calendar year in which it was accrued and at a time convenient to the Employer and Employee.

30.8 Where leave has not been taken in accordance with **clause 30.3** above, any remaining Additional Leave the Employee must be paid out at the Employee's ordinary hourly rate of pay.

Part 11 Child Protection Practitioner Structure - Non-VPS Aligned Adaptive Classification Structure – Department of Justice and Community Safety

31. Application

31.1 **Part 11** of this Appendix applies to Employees of the Department of Justice and Community Safety who are employed in the Child Protection Practitioner Stream of the Child Protection Practitioner Structure as outlined in **Part 4** of **Appendix 4**.

32. Child Protection Practitioner Structure

32.1 The Child Protection Practitioner Non-VPS Aligned Adaptive Structure has two streams:

(a) the Children, Youth and Families (CYF) stream, and

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(b) the Child Protection Practitioner stream.

32.2 The classification structures and descriptors applying to these streams are detailed in **Part 3** and **Part 4** of **Appendix 4**. These structures and descriptors apply to Employees employed by the Department of Justice and Community Safety where they are employed within either stream.

Part 12 Victorian Institute of Forensic Medicine – Forensic Casual Nurse Examiners and Casual Forensic Nurse (Biological Specimens)

33. Application of Part 12 of this Appendix

33.1 This **Part 12** of this Appendix applies to Employees of the Department of Justice and Community Safety employed on a casual basis as Forensic Nurse Examiners or Forensic Nurse (Biological Specimens) engaged in the collection of biological specimens on behalf of the Victorian Institute of Forensic Medicine (VIFM).

33.2 It is acknowledged that the nature of the work performed by the casual Forensic Nurse Examiner and Forensic Nurse (Biological Specimens) Employees is of an ad hoc unpredictable nature and spread across various locations. In light of this the following entitlements have been incorporated into the minimum hourly rates of pay prescribed in **clauses 35.1** and **37** of this Appendix and do not apply to the casual Forensic Nurse Examiner and Forensic Nurse (Biological Specimens) Employees:

(a) **Clause 21**– Usual place(s) of work

(b) **Clause 29** – Classification and Salaries – VPS and VPS Aligned Adaptive Structures

(c) **Clause 40.3**– Reimbursement of expenses for private mobile or home phone use

(d) **Clause 42** – Hours of Work

(e) **Clause 43** – Shift Work

(f) **Clause 46** - Overtime

33.3 In addition to **clause 33.2**, the 25 per cent loading paid to casual Employees under **clause 35** of this Agreement has been incorporated into the hourly rates of pay prescribed in **clauses 35.1** and **37** of this Appendix. The incorporation of this loading into the hourly rate is compensation in lieu of any entitlement to the following benefits:

(a) payment for public holidays not worked;

(b) annual leave and annual leave loading;

(c) paid parental leave;

(d) paid compassionate leave;

(e) paid personal/carer's leave;

(f) jury service;

(g) defence reserve leave;

(h) accident make-up pay;

(i) leave to attend rehabilitation programs.

33.4 Although this **Part 12** of this Appendix only applies to Employees of the Department employed on a casual basis as a Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) engaged on behalf of the VIFM, the Department and the VIFM acknowledge that Forensic Nurse Examiners and Forensic Nurse (Biological Specimens) are not the only categories or nurses employed by the Department on behalf of the VIFM. The Department and the VIFM acknowledge and recognise that there are other categories of nurses who are classified as VPS staff and who perform the roles and functions of the nursing profession. The Department and the VIFM acknowledge and recognise that as at the date of this Agreement, in addition to the casual Forensic Nurse Examiner or Forensic Nurse Biological Specimen) Employees those nurses covered in **Part 12** of this Appendix, the following categories of Registered Nurses may be employed at the VIFM to perform the roles and functions of this profession:

(a) Clinical Forensic Medicine:

(i) Nurse Manager

(ii) Regional Services Nursing Co-ordinator

(iii) Forensic Nurse Examiner

(b) Donor Tissue Bank of Victoria:

(i) Nurse Manager

(ii) Tissue Donation Nurse Specialist

(c) Forensic Pathology:

(i) Family Health Nurses

(ii) Family Health and Genetic Nurse Specialist

(d) Coronial Admission and Enquiries:

(i) Assistant Manager

(ii) Medical Liaison Nurses

(iii) Aboriginal Medical Liaison Nurse

34. Type of Employment

34.1 Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employees covered by this **Part 12** will be engaged under **clause 19** of **Section I** of this Agreement on a casual sessional basis.

34.2 Each session will be for a minimum of three hours.

34.3 Any actual time worked beyond the first three hours will be paid on a per hour basis in accordance with this Appendix.

35. Fitness for duty

35.1 At all times that the casual Forensic Nurse Examiner or casual Forensic Nurse (Biological Specimens) Employee is on duty, the Employee must take reasonable care for their health and safety. This includes ensuring that the Employee is fit to perform work when they are on duty.

35.2 The casual Forensic Nurse Examiner or casual Forensic Nurse (Biological Specimens) Employee must not accept an offer of work or remain on duty if they are not fit for work.

36. Hourly rates of pay – Casual Forensic Nurse Examiner Employees

36.1 Casual Forensic Nurse Examiners Employees will be paid the following rates for each hour worked:

Table 57: Hourly rates of pay – Casual Forensic Nurse Examiner Employees

Date of effect	Amount per hour
1 May 2024	$116.60
1 May 2025	$120.10
1 May 2026	$123.70
1 May 2027	$127.40

37. Hourly rates of pay – Casual Forensic Nurse (Biological Specimens) Employees

37.1 Subject to **clause 37.2** of this Appendix, casual Forensic Nurse (Biological Specimens) Employees will be paid the following rates for each hour worked:

Table 58: Hourly rates of pay – Casual Forensic Nurse (Biological Specimens)

Date of effect	Amount per hour
1 May 2024	$66.90
1 May 2025	$68.90
1 May 2026	$70.95
1 May 2027	$73.10

37.2 Casual Forensic Nurse (Biological Specimens) Employees will be paid the following rates for each hour worked on any public holiday:

Table 59: Public Holiday - Forensic Nurse (Biological Specimens)

Date of effect	Amount per hour
1 May 2024	$73.60
1 May 2025	$75.80
1 May 2026	$78.05
1 May 2027	$80.40

38. Travel time

For the purpose of this Appendix, travel time to and from the location at which the casual Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employee is required to work is counted as time worked.

39. On-call / stand-by

39.1 Where a casual Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employee is required to be on-call, the Employee will be paid the relevant stand-by allowance as outlined in **clause 39.5(e)** of **Section I** the Agreement.

39.2 To be eligible to be paid a stand-by allowance the casual Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employee, must have their name on the relevant VIFM on-call roster for the duration of the relevant period.

40. Forensic Report Allowance – Casual Forensic Nurse Examiners

40.1 Casual Forensic Nurse Examiner Employees are required to prepare forensic reports detailing the nature of the work they perform. Reports prepared by a casual Forensic Nurse Examiner will be supervised, reviewed and co-signed by an experienced forensic physician from the VIFM. Casual Forensic Nurse Examiner Employees will be paid for each completed report in accordance with **clauses 40.2** and **40.3** of this Appendix:

40.2 Simple Report

Table 60: Simple Report – Casual Forensic Nurse Examiners

Date of effect	For each completed report
1 May 2024	$55.75
1 May 2025	$57.40
1 May 2026	$59.10
1 May 2027	$60.85

40.3 Routine report

Table 61: Routine Report – Casual Forensic Nurse Examiners

Date of effect	For each completed report
1 May 2024	$78.05
1 May 2025	$80.40
1 May 2026	$82.80
1 May 2027	$85.30

41. Forensic Report Allowance – Casual Forensic Nurse (Biological Specimen)

41.1 Where specifically requested by Victoria Police, a casual Forensic Nurse (Biological Specimen) Employee required to prepare a report (Simple Report – Statement for Police) will be paid for each completed report as per the following table:

Table 62: Forensic Report Allowance – Casual Forensic Nurse (Biological Specimen)

Date of effect	For each completed report
1 May 2024	$44.60
1 May 2025	$45.95
1 May 2026	$47.35
1 May 2027	$48.75

42. Court Attendance Allowance – Casual Forensic Nurse Examiners

42.1 A casual Forensic Nurse Examiner required to attend court will be entitled to the payments in **clauses 42.2** and **42.3** based on the duration of the court attendance:

42.2 Half day or less

Table 63: Half day or less – Court Attendance Allowance – Casual Forensic Nurse Examiners

Date of effect	Amount per half day or less
1 May 2024	$278.80
1 May 2025	$287.15
1 May 2026	$295.75
1 May 2027	$304.60

42.3 More than half a day

Table 64: More than half a day – Court Attendance Allowance – Forensic Nurse Examiners

Date of effect	Amount more than half a day
1 May 2024	$557.60
1 May 2025	$574.35
1 May 2026	$591.60
1 May 2027	$609.35

43. Court Attendance Allowance – Casual Forensic Nurse (Biological Specimens)

43.1 A casual Forensic Nurse (Biological Specimens) Employee required to attend court will be entitled to the payments in **clauses 43.2** and **43.3** of this Appendix based on the duration of the court attendance:

43.2 Half day or less

Table 65: Half day or less – Court Attendance Allowance – Casual Forensic Nurse (Biological Specimen)

Date of effect	Amount per half day or less
1 May 2024	$267.65
1 May 2025	$275.70
1 May 2026	$283.95
1 May 2027	$292.45

43.3 More than half a day

Table 66: More than half a day – Court Attendance Allowance – Casual Forensic Nurse (Biological Specimens)

Date of effect	Amount more than half a day
1 May 2024	$535.30
1 May 2025	$551.35
1 May 2026	$567.90
1 May 2027	$584.95

44. Reimbursement of Expenses

44.1 Private motor vehicle use

A casual Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employee required to use their private motor vehicle in the course of their employment, will be reimbursed in accordance with **clause 40.4** of **Section I** of this Agreement.

44.2 Professional development

Where a casual Forensic Nurse Examiner or Forensic Nurse (Biological Specimens) Employee is required to attend training by the VIFM, appropriate costs will be met.

Part 13 Liquor Control Victoria (LCV)

45. Application

This **Part 13** of this Appendix applies to Employees of the Department of Justice and Community Safety, who are employed as inspectors and provide services to the Victorian Liquor Commission to enable it to perform its statutory functions.

46. Inspectorial Shift, Roster and Allowance Arrangements

46.1 For the purposes of this **clause 46** of **Part 13** of this Appendix, Inspector means an Employee who is:

(a) appointed as a Liquor Inspector under the *Liquor Control Reform Act 1998* (Vic); and

(b) engaged to perform Shift Work (as defined under **clause 43.1(a)** of **Section I** of this Agreement).

46.2 The Roster

(a) For the avoidance of doubt, the shift and roster provisions contained within **Section I** of the Agreement (**clause 43**) apply to the LCV. The shift and roster provisions set out below are additional to those contained in **Section I** of this Agreement. Where any inconsistency arises, the provisions in this Appendix prevail.

(b) For the purposes of **clause 46.2** of **Part 13** of this Appendix, "standard roster" refers to the character of the roster (as referred to in **clause 12** of **Section I** of this Agreement) as developed by the Employer in consultation with Inspectors through the Roster Committee in accordance with the consultation process described below.

(c) The Employer will establish a committee (Roster Committee) to facilitate consultation with Inspectors in relation to all standard roster changes that affect the character of the roster (as referred to in **clause 12** of **Section I** of this Agreement).

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(i) The Roster Committee will be the primary means to facilitate such consultation.

(ii) The Roster Committee will consist of a maximum of six members comprising of two CPSU staff delegates, two management representatives of the Employer, one Health and Safety Representative and not more than one affected Inspector. The Employer will arrange meetings for the Roster Committee for the purposes of consulting with Inspector representatives on its proposal to introduce any amended standard roster. The Employer will minute the meetings of the Roster Committee and take into account the views of the Inspector representatives in settling the standard roster.

(iii) The Roster Committee must take into account the following factors in developing an amended standard roster:

- any risk to Inspectors' health and safety;
- the needs and preferences of the Employer;
- Inspectors' personal circumstances, including family responsibilities and preferences;
- the nature of the Inspectors' roles;
- the need for flexibility to alter rostered shifts;
- the desirability of certainty through the creation of a known roster cycle; and
- the preference for equitable distribution of Shift Work amongst Inspectors.

(d) Where the Employer has proposed to amend the standard roster, the employer will develop an amended standard roster and consult with the Roster Committee no later than 4 weeks prior from the commencement of the planned new roster period. This consultation period commences upon receipt of the draft roster and concludes no later than 14 calendar days from the commencement of the planned roster period (Consultation Period). If the parties do not reach agreement by the end of the Consultation Period, the Employer may implement the roster in accordance with **clause 12** of **Section I** this Agreement.

(e) The standard roster will:

(i) include day, afternoon and night Shift Work arrangements, as developed by the Employer in consultation with Inspectors; and

(ii) reflect the Employer's operational requirements.

(f) For the purposes of **clause 46.2(e)** of **Part 13** of this Appendix, afternoon shift and night shift will have the meaning given to them in **clause 43** of Section 1 of this Agreement.

46.3 Individual Changes

(a) Any request for flexibility in shift start times is to be discussed with the Team Leader/Manager.

(b) Inspectors can negotiate altered Shift Work arrangements directly with their Team Leader/Manager after rosters have been posted. The Team Leader/Manager will consider all Inspectors equally taking into consideration operational requirements and the preferences of Inspectors. Roster requests will not be unreasonably refused.

(c) Changes to roster arrangements by the Employer will be made in accordance with **clause 12** of **Section I** of this Agreement. Where less than 48 hours' notice is given by the Employer of changed shift arrangements, affected Inspectors will be paid overtime rates for shifts occurring during the 48 hour period.

46.4 Commuted Off-Roster Allowance – Inspectors

(a) Subject to this clause, an Inspector who is nominated by the LCV to perform special investigative duties off the standard roster will receive a 15.5 per cent allowance calculated on the Inspector's base salary in respect of the hours that includes weekends worked off the standard roster.

(b) This clause does not apply to an Inspector who is a Manager.

46.5 Commuted Off-Roster Allowance – Managers of Inspectors

An Inspector, who is a Manager, will receive a 15.5 per cent commuted allowance calculated on the Manager's base salary in recognition of regular additional hours that includes weekends worked off the standard roster.

Appendix 2 Department of Education

Part 1 Victorian Curriculum and Assessment Authority

1. Definitions

1.1 For the purpose of this **Part 1** of **Appendix 2:**

(a) "**Employee or Employees**" means an Employee of the Department of Education who is employed within the Victorian Curriculum and Assessment Authority (VCAA).

(b) "**stand-by**" is where an Employee, is not required to be on duty as part of their normal hours of work, and is directed to be available, without notice, to be contacted and/or return to work to undertake duties outside the Employee's normal hours of work.

2. Stand-by

2.1 Where an Employee is undertaking information technology work that directly relates to the Victorian Certificate of Education (VCE) examinations or the National Assessment Program – Literacy and Numeracy (NAPLAN) and is required to be on stand-by during the periods in which VCE examinations and NAPLAN tests are processed, the following rates shall apply when on stand-by:

Table 67: Stand-by - VCAA

Date of effect	Monday to Friday rate, per night	Weekend or public holiday rate per day
1 May 2024	$100.70	$133.55
1 May 2025	$103.70	$137.55
1 May 2026	$106.80	$141.70
1 May 2027	$110.00	$145.95

2.2 The allowances payable to an Employee under **clause 2.1** constitute total compensation for work undertaken as a result of being on stand-by, provided that:

(a) the total amount of time worked does not exceed 1 hour; and

(b) any time worked that exceeds 1 hour is subject to the overtime provisions of the Agreement.

2.3 The provisions that apply under this **Part 1** of **Appendix 2** operate in lieu of any entitlements:

(a) under the stand-by and recall to work provisions of the Agreement; and

(b) the overtime provisions of the Agreement, only to the extent of the operation of **clause 2.2(a)**.

Appendix 3 Environment Protection Authority Victoria

Part 1 Common Provisions

1. Definitions

In this Appendix:

"Activated Stand-by" means Employees have agreed to be available on a stand-by roster after being activated in response to an incident as defined in **clause 1** of this Appendix.

"After-hours" means outside of the normal business and operating hours of EPA including public holidays and all hours other than between 08:30 and 17:00 Monday to Friday.

"Agreement" means the Victorian Public Service Enterprise Agreement 2024.

"Day Rate" means payment made for being on stand-by during standard business hours, 08:30 to 17.00.

"Day/Night Rate" means payment made for being on stand-by during any 24-hour period that covers both that identified in Day and Night Rates.

"Emergency Incident" means an incident or event where urgent action is required to meet EPA's emergency management responsibilities described in the State Emergency Management Plan (SEMP).

"Employee" means an employee employed by the Environment Protection Authority Victoria.

"EPA" means the Environment Protection Authority Victoria.

"**Fit for Duty**" means that an Employee is able to safely perform the duties of their position.

"**Incident**" means either an Emergency Incident or a Major Pollution Incident.

"**Initial Limited Response**" is defined in **clause 39.5(g)** of the Agreement.

"**Major pollution incident**" means an incident which has the potential to have a significant impact on human health or the environment and where a timely response is critical to reducing this impact.

"Night Rate" means payment made for being on stand-by After-hours, i.e. from 17:00 on a given day to 08:30 the following day.

"**Overtime**" means time worked in excess of the ordinary hours of work as defined at **clause 42** and **clause 46** of the Agreement.

"Reasonable Time" means an appropriate time of response and will be articulated upon further discussions with the CPSU and placed within the role statements.

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"Regularly Rostered Stand-by" means being rostered After-hours to be available if called upon to attend or support an Incident immediately.

"**Roster Period**" means a consecutive seven (7) day or any other agreed period.

2. General

2.1 EPA provides response services to Incidents throughout Victoria. Such response services include After-hours response services. This Appendix sets out specific terms and conditions of employment, which apply in relation to work performed by Employees when conducting After-hours response services.

2.2 Unless otherwise specified in this Appendix, stand-by allowance rates will be in accordance with **clauses 5, 6** and **7** of this Appendix. Where there is a difference between **clause 39.5** of the Agreement and this Appendix, this Appendix overrides **clause 39.5** of the Agreement and applies to the extent of the difference.

3. Arrangements

3.1 Suitably qualified and experienced Employees may opt in and with the agreement of the EPA, be rostered to be on stand-by to respond to After-hours Incidents.

3.2 EPA will, in consultation with Employees:

(a) establish a stand-by roster for each After-hours role in **clauses 5** and **6** of this Appendix; and

(b) from time to time highlight key Incidents that could require EPA Employees to be on Activated Stand-by, and such stand-by roles.

3.3 Incident Management and Emergency Management, role statements are developed in consultation with CPSU in accordance with this Appendix, including definitions of 'Initial Limited Response', 'Reasonable Time' and 'follow up work' for each role, and skills and requirements.

3.4 The definitions of 'Initial Limited Response', 'Reasonable Time' and 'follow up work' will be developed in consultation with CPSU within 12 months of implementation.

3.5 Where an Employee has agreed to opt in to the stand-by roster, an Employee may refuse to be on a stand-by After-hours roster, where this may result in the Employee working hours which are unreasonable having regard to:

(a) any risk to the Employee's health and safety,

(b) the Employee's personal circumstances including family responsibilities,

(c) the needs of the Employee in their substantive role, including delivering on EPA's statutory obligations,

(d) the notice (if any) given by EPA of the requirement to be on stand-by,

(e) the notice given by the Employee of their intention to refuse to be on stand-by, and

(f) any other relevant matter.

3.6 At all times, while an Employee is on stand-by, the Employee:

(a) must be contactable by an agreed means of communication and must respond to the communication within a Reasonable Time,

(b) must be available to take actions appropriate to the responsibilities and functions of the role, including being called out to attend an Incident or to return to their usual place of work, if required,

(c) must undertake any follow up work required as a result of any communication received, including being called out to attend an Incident or to return to their usual place of work, if required,

(d) must be able to travel to their usual place(s) of work or other required site(s) within a Reasonable Time,

(e) will, if recalled to work, be provided by EPA with appropriate transport or be reimbursed travel expenses in accordance with **clause 40** of the Agreement; and

(f) must be Fit for Duty.

3.7 When undertaking a role that is listed in this Appendix, during business hours or after hours, the person will be paid at their current grade or the grade of the role they are undertaking, whichever is higher.

4. Provisions

The following general provisions apply to Employees in receipt of a stand-by allowance, as applicable:

4.1 Employees will be paid an allowance for the Roster Period for being on stand-by, as set out in **clauses 5 and 6** Error! Reference source not found.of the Appendix.

4.2 The allowances set out in **clauses 5** and **6** of the Appendix compensate Employees Initial Limited Response as defined in **clause 39.5(g)** of the Agreement. Specific provisions apply to some stand-by roles, as set out below.

4.3 Employees may undertake stand-by duties on a daily basis and shall be paid one seventh (1/7th) of the applicable weekly allowance rate for each single day the Employee is on stand-by.

4.4 An Employee who is on stand-by for fewer than seven (7) consecutive days will be paid the appropriate daily rate according to the role undertaken for each day the Employee is actually on stand-by.

4.5 An Employee shall only be rostered to undertake one stand-by role within a Roster Period other than in exceptional circumstances at the request or initiative of the manager, and by agreement between the Employee and the manager. Employees rostered to undertake more than one stand-by role on a Public Holiday will only be paid one Public Holiday payment per Public Holiday, in accordance with **clause 4.6**.

4.6 Employees rostered on stand-by on a Public Holiday will receive an additional payment for being on stand-by on the Public Holiday, as follows:

Table 68: Public Holiday Stand-by Rates - EPA

Date of effect	Schedule A: National and Victorian Public Holidays (except those in Schedule B)	Schedule B: New Year's Day (1 January), Good Friday, Christmas Day (25 December)
1 July 2024	$89.22	$178.49
1 July 2025	$92.34	$184.73
1 July 2026	$95.57	$191.20
1 July 2027	$98.92	$197.89

4.7 The Public Holiday allowances will increase in accordance with the provisions of **clause 32.3** of the Agreement.

Part 2 After-hours Roles

5. Rostered Incident Response Roles and After-Hours Allowances

5.1 Field Response Officer (FRO) VPS 4

(a) The primary duty of the Field Response Officer (FRO) is to respond to environmental incidents in the field; specifically, those incidents that require EPA intervention immediately to resolve.

(b) An Employee rostered to perform the FRO function will be paid an allowance for being on stand-by After-hours during the roster period, including Saturday, Sunday and all public holidays and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the FRO is:

Table 69: Field Response Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$727.10	$103.87
1 July 2025	$752.10	$107.44
1 July 2026	$777.10	$111.01
1 July 2027	$802.10	$114.59

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(d) Field Response Officers who complete and maintain all training requirements and become Field Response Officer Endorsed will receive an additional 10% allowance (per week or per day) according to **Table 69**.

5.2 Forecast Officer (FO) VPS 4

(a) The primary duty of the Forecast Officer (FO) is to provide timely and expert forecasting and assessment information/advice to the Science Officer (SO) from a remote location in support of EPA's response to incidents.

(b) An Employee rostered to perform the FO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the FO is:

Table 70: Forecast Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$509.20	$72.74
1 July 2025	$534.20	$76.31
1 July 2026	$559.20	$79.89
1 July 2027	$584.20	$83.46

5.3 Communications Coordinator (CC) VPS5.1

(a) The primary duty of the Communications Coordinator (CC) is to coordinate the work of EPA's communications and media function in support of the State Duty Officer (SDO). The CC may encompass function such as information and warnings, media, digital communications and community engagement.

(b) An Employee rostered to perform the CC function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Responses following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the MSO is:

Table 71: Communications Coordinator Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$487.55	$69.65
1 July 2025	$512.55	$73.22
1 July 2026	$537.55	$76.79

Date of effect	Weekly	Daily
1 July 2027	$562.55	$80.36

5.4 Science Officer (SO) SciC2 / VPS5.2

(a) The primary duty of the Science Officer (SO) is to coordinate and provide timely and expert science and engineering advice to support EPA's response to major and emergency incidents.

(b) An Employee rostered to perform the SO function will be paid an allowance for being on stand-by 24 hours per day during the roster period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The SO will ensure handover coordination of EPA's science responses to the SDO, if working on a time-consuming Incident(s) and/or requiring a rest due to fatigue.

(d) The allowance rate per Roster Period for the SO is:

Table 72: Science Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$690.80	$98.69
1 July 2025	$715.80	$102.26
1 July 2026	$740.80	$105.83
1 July 2027	$765.80	$109.40

5.5 Science Response Officer (SRO) VPS4

(a) The primary role of the Science Response Officer (SRO) is to respond to incidents to gather scientific information and provide timely science advice from the field to support EPA's response to incidents (emergency and pollution) as decided upon by the State Duty Officer (SDO); specifically, incidents that require public health advice that can be informed by environmental screening, and short- and medium-term environmental monitoring.

(b) An Employee rostered to perform the SRO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the SRO is:

Table 73: Science Support Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$630.25	$90.04
1 July 2025	$655.25	$93.61
1 July 2026	$680.25	$97.18
1 July 2027	$705.25	$100.75

5.6 Health Risk Officer (HRO) VPS4

(a) The Health Risk Officer (HRO) provides timely and expert environmental public health advice and risk assessments to the Science Officer (SO) in support of EPA incident response activities.

(b) An Employee rostered to perform the HRO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the HRO is:

Table 74: Health Risk Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$509.20	$72.74
1 July 2025	$534.20	$76.31
1 July 2026	$559.20	$79.89
1 July 2027	$584.20	$83.46

5.7 Systems Administration Officer (SAO) VPS3.2

(a) The Systems Administration Officer (SAO) ensures the data acquisition from Incident Air Monitoring (IAM) equipment and EPA's ambient air quality monitoring sites display on Air Watch outside business hours.

(b) An Employee rostered to perform the SAO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The allowance rate per Roster Period for the SAO is:

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Table 75: Systems Administration Officer (SAO) Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$509.20	$72.74
1 July 2025	$534.20	$76.31
1 July 2026	$559.20	$79.89
1 July 2027	$584.20	$83.46

5.8 State Duty Officer (SDO) VPS5.2

(a) The State Duty Officer (SDO) commands EPA's response to environmental incidents, specifically those incidents that require intervention immediately to resolve. The SDO determines the initial response required and, if necessary, initiates the deployment of EPA people resources into the field and/or media response.

(b) The SDO will also:

(i) request the State Agency Commander to be placed on stand-by for an Incident that may require significant organisational resources. If the State Agency Commander is required, the SDO will hand over the Incident to the State Agency Commander and return to normal operational duties;

(ii) ensure handover coordination of EPA's response to the Support SDO for a period of time, if working on a time-consuming Incident(s) or requires a rest due to fatigue; and

(iii) support any Employee in the field After-hours.

(c) An Employee rostered to perform the SDO function will be paid an allowance for being on stand-by 24 hours per day during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(d) The allowance rate per Roster Period for the SDO is:

Table 76: State Duty Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$993.40	$141.91
1 July 2025	$1018.40	$145.49
1 July 2026	$1043.40	$149.06
1 July 2027	$1068.40	$152.63

5.9 Support State Duty Officer (SSDO) VPS 5.2

(a) The primary duty of the SSDO is to support the SDO in ensuring the effective coordination of EPA's response to Incidents After-hours during the Roster Period, including Saturday, Sunday and all public holidays. This includes receiving information and providing advice over the telephone and ensuring that responses are provided in a timely and appropriate manner.

(b) An Employee rostered to perform the SSDO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

(c) The SSDO may also be called upon to provide relief or backup to the SDO. Should this be required, the SSDO will be paid one-seventh (1/7th) of the weekly rate of the SDO per day activated.

(d) The allowance rate per Roster Period for the SSDO is:

Table 77: Support State Duty Officer Allowance (EPA)

Date of effect	Weekly	Daily
1 July 2024	$569.75	$81.39
1 July 2025	$594.75	$84.96
1 July 2026	$619.75	$88.54
1 July 2027	$644.75	$92.11

6. Activated Emergency Management Roles

6.1 Emergency Management Liaison Officer (EMLO) VPS4

(a) The Emergency Management Liaison Officer (EMLO) represents EPA at deployed locations (incident control centres, Emergency Management Team meetings etc.) at each of the incident, regional or state tiers of emergency management. They ensure the accurate and timely passage of information between EPA and the incident.

(i) another agency's facility utilised to manage an emergency response;

(ii) an emergency management team; or

(iii) a coordination centre.

(b) The EMLO is empowered to commit, or to arrange the commitment of, agency resources in the response to an emergency, represents the interests of the agency and provides advice in relation to impacts and consequence management.

(c) An Employee rostered to perform an EMLO function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Table 78: Emergency Management Liaison Officer Stand-by Allowance (EPA)

Date of effect	Night Rate	Day/Night Rate
I July 2024	$33.90	$68.41
1 July 2025	$35.09	$70.80
1 July 2026	$36.32	$73.28
1 July 2027	$37.59	$75.84

(d) If activated After-hours, the EMLO function will also be paid Overtime for the hours worked at the appropriate penalty rate.

6.2 Emergency Support Officer (ESO) VPS4

(a) The Emergency Support Officer (ESO) provides general or operational skills and experience required by the State Duty Officer (SDO) or State Agency Commander (SAC) during incident response.

(b) An Employee rostered to perform an ESO function will be paid an allowance for being on stand-by, including on Saturday, Sunday and all public holidays as follows:

Table 79: Emergency Support Officer Stand-by Allowance (EPA)

Date of effect	Night Rate	Day/Night Rate
1 July 2024	$33.90	$68.41
1 July 2025	$35.09	$70.80
1 July 2026	$36.32	$73.28
1 July 2027	$37.59	$75.84

(c) If activated, After-hours, an Employee engaged in the ESO function will also be paid Overtime for the hours worked at the appropriate penalty rate.

6.3 Recovery Manager (RM) VPS6.1

(a) The Recovery Manager (RM) leads EPA's emergency recovery response, managing the Recovery Cell and providing strategic advice to the State Agency Commander (SAC). The Recovery Manager will also:

(i) direct the development and implementation of EPA's Agency Recovery Plan, ensuring it meets community needs and coordinates effectively with local and regional efforts;

(ii) act as the principal state-level contact for recovery issues, managing escalations and coordinating resources and information to support recovery efforts;

(iii) oversee the execution of EPA's roles and responsibilities as defined by the State Emergency Management Plan (SEMP), optimising resource use for effective community service;

(iv) ensure the accuracy and timeliness of public communications related to state recovery efforts, reflecting best practices and compliance with Victorian Government emergency management arrangements;

(v) provide leadership to the Recovery Cell, driving the delivery of projects and regulatory outcomes in alignment with EPA and government policies.

(b) An Employee rostered to perform the RM function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Table 80: Regional Agency Commander – Stand-by (EPA)

Date of effect	Night Rate	Day/Night Rate
1 July 2024	$62.67	$125.34
1 July 2025	$64.86	$129.72
1 July 2026	$67.13	$134.26
1 July 2027	$69.48	$138.96

(c) If activated, After-hours, an Employee engaged in the RM function will also be paid Overtime for the hours worked at the appropriate penalty rate.

6.4 Deputy Recovery Manager (DRM) VPS5.2

(a) The Deputy Recovery Manager (DRM) supports the Recovery Manager in overseeing and executing specific segments of EPA's emergency recovery efforts. The DRM will also:

(i) assist in the management and implementation of designated aspects of EPA's Agency Recovery Plan, ensuring these segments meet the community's needs and integrate smoothly with broader recovery options;

(ii) serve as a secondary contact for recovery issues within their assigned area, facilitating the escalation process and coordinating resources and information to support effective recovery efforts;

(iii) contribute to the oversight of EPA's execution of responsibilities under the State Emergency Management Plan (SEMP), focusing on efficient and effective resource utilisation within their recovery segment;

(iv) support leadership within the Recovery Cell for their assigned segments, driving project delivery and regulatory compliance, in line with EPA and government polices.

(b) An Employee rostered to perform the DRM function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Table 81: Deputy Recovery Manager Stand-by Allowance (EPA)

Date of effect	Night Rate	Day/Night Rate
1 July 2024	$62.67	$125.34
1 July 2025	$64.86	$129.72
1 July 2026	$67.13	$134.26
1 July 2027	$69.48	$138.96

(c) If activated, After-hours, an Employee engaged in the DRM function will also be paid Overtime for the hours worked at the appropriate penalty rate.

6.5 State Agency Commander (SAC) VPS6.2

(a) The State Agency Commander (SAC) exercises command of all EPA Incident Response staff and provides advice to the State Response Controller and EPA Executive On Call on readiness, capability and operational activity. The SAC will also:

(i) while on stand-by, at all times be available for either immediate response and/or recall to work;

(ii) while on stand-by, receive any significant notifications from the SDO, and if required will receive command of EPA's response from the SDO;

(iii) when activated, organise any EPA additional stand-by resources required to handle the Incident; and

(iv) when activated, ensure the effective coordination of EPA's response to the Incident on a 24-hour basis for the days rostered or until the event is deescalated to regional command and control.

(b) An Employee rostered to perform the SAC function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Table 82: State Agency Commander – Stand-by Allowance (EPA)

Date of effect	Night Rate	Day/Night Rate
1 July 2024	$62.67	$125.34
1 July 2025	$64.86	$129.72
1 July 2026	$67.13	$134.26
1 July 2027	$69.48	$138.96

(c) If activated, during After-hours, the SAC will also be paid Overtime at the appropriate penalty rate for the hours rostered.

6.6 Deputy State Agency Commander (DSAC) VPS5.2

(a) The Deputy State Agency Commander (DSAC) assists the SAC in the coordination and management of specific segments of an Incident for which the SAC retains overall responsibility. The DSAC also:

(i) be on stand-by alongside the SAC, ready to be mobilised for immediate support and/or to take command of designated aspects of the Incident;

(ii) maintain constant communication with the SAC to receive updates and directives, ensuring aligned and effective response strategies;

(iii) when activated, coordinate resources and people assigned to their designated segment of the Incident, managing the response efforts within this scope;

(iv) ensure comprehensive reporting and documentation of the Incident's progress and response activities within their assigned area, providing regular updates to the SAC.

(b) An Employee rostered to perform the DSAC function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Table 83: Deputy State Agency Commander stand-by allowance (EPA)

Date of effect	Night Rate	Day/Night Rate
1 July 2024	$62.67	$125.34
1 July 2025	$64.86	$129.72
1 July 2026	$67.13	$134.26
1 July 2027	$69.48	$138.96

(c) If activated, during After-hours, the DSAC will also be paid Overtime at the appropriate penalty rate for the hours rostered.

7. Other Rates, Allowances and Terms

7.1 On Water Allowance

(a) An allowance will be paid to Employees for each hour aboard a vessel:

Table 84: On Water Allowance (EPA)

Date of effect	Daily Allowance
1 Jul 2024	$7.25
1 July 2025	$7.50
1 July 2026	$7.76

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Date of effect	Daily Allowance
1 July 2027	$8.03

7.2 Meals and Overtime Stays

Upon provision of receipts, EPA will reimburse all work-related expenses incurred by Employees whilst undertaking rostered After-hours work in relation to an Incident.

7.3 Overseas Travel

(a) Upon provision of receipts, EPA will reimburse an Employee for reasonable work-related expenses properly incurred by while engaged in work overseas.

(b) Where travel costs can be predicted, subject to approval by the EPA, an Employee will be paid for 100% of the travel costs in advance of travel.

7.4 Paid Overtime

(a) For all stand-by roles, and unless otherwise specified in this Appendix, Overtime payments shall be in accordance with this clause. The Overtime rates of payment shall be in accordance with **clause 46** of this Agreement.

(b) For all follow up work required, following the Initial Limited Response to a communication, but which does not require the Employee to return to their usual place(s) of work, or to attend any other required site(s), Overtime payments shall be paid for the actual time worked. The minimum Overtime payment in **clause 39.5(h)** of this Agreement, does not apply to such follow up work.

(c) An Employee who is recalled to their usual place(s) of work or to any other required site(s) shall be paid the minimum Overtime payment in **clause 46.10** of this Agreement, including time to travel to and from any required site(s) (or may elect to receive time in lieu of payment for Overtime in accordance with **clause 46.8** of this Agreement).

7.5 Fatigue Management

(a) Employees take regular breaks including 20-minute break every four hours of work, where operational circumstances permit, and other rest breaks as detailed in this Agreement. The people resource planning and assignment of work should also consider integrating those breaks with the task so far as reasonably practicable.

(b) Employees work no more than 14 hours in any given 24-hour period including travel time.

(c) Employees have a clear 10-hour break without loss of pay between reaching their place of rest and recommencing their journey to work the next day/shift.

(d) There should be at least one 48 hours clear break in every 14 days work period.

(e) In a 7-day continuous work period the total hours worked should not exceed 60 hours (including travelling when recalled to duty). If anyone has exceeded 60 hours, they must take a break of 48 hours without loss of pay before commencing their next shift.

(f) Incident Response stand-by periods should not exceed 7 consecutive days.

(g) Incident Response stand-by periods should not be more frequent than 1 week in every 3 weeks.

(h) Incident Response planned night shifts are no more than 4 consecutive nights and are preceded by 24 hours rest break (where reasonably practicable) and followed by a 24-hour rest break before returning to normal work hours.

7.6 Fatigue Management Leave

(a) Fatigue Management Leave provides eligible employees with additional time off; to manage the effects of accumulated fatigue after performing their usual work while also being rostered on standby after hours to respond to incident management.

(b) Once an employee has been rostered on the standby roster for six weeks (subject to 7.6 e) within a Fatigue Management Leave Period, they will be entitled to 5.0 days (38.0 hours) of Fatigue Management Leave.

(c) The Fatigue Management Leave accrual period commences 1 July and concludes 30 June the following year and is capped at 5.0 days (38.0 hours) for each Fatigue Management Leave Period.

(d) Accrued Fatigue Management Leave must be taken no later than 3 months after the beginning of the next financial year. Unused Fatigue Management Leave expires on 30 September and does not accrue or carry over from one Fatigue Management Leave period to the next.

(e) Employees must be on stand-by at least five of the seven days for each of the 7-day rostered period to contribute towards the fatigue management leave (pro rata for part-time employees).

(f) Fatigue Management Leave is to be taken at a time agreed by the Employer and Employee.

(g) The Employer is committed to supporting Employees to use their Fatigue Management Leave before it expires.

(h) Leave loading does not apply to Fatigue Management Leave.

(i) Fatigue Management Leave is recorded and managed in the same system as other leave.

7.7 Environnent Protection Officer (EPO) Progression

Environment Protection Officers will receive a work value range increase from VPS3.1 to VPS3.2, effective from the date they are appointed as an Authorised Officer.

Appendix 4 Department of Families, Fairness and Housing

Part 1 General

1. Annual Leave – Shift Workers – Additional Leave – Optional Payment

The payment for eligible Shift Workers of the fifth week of annual leave is provided through **clause 50.2(c), Section I** of this Agreement (Annual Leave).

2. Shift Allowances – Saturday and Sundays

In the Department of Families, Fairness and Housing, the Employer will pay a Shift Worker who is rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75 per cent of the ordinary hourly rate for each hour of ordinary duty performed. This clause does not apply to CYF classified employees at Secure Care Services who instead receive Shift Allowances in accordance with **clause 26** of this Appendix.

3. Time Recording

Employees, who are required to, will record the hours worked in the manner and form determined by the Employer. This provision shall not be used to avoid an obligation, where it exists, to pay the relevant overtime payments under **clause 46, Section I** of this Agreement (Overtime).

4. Leave at Half Pay

The Employee may apply for annual leave, personal leave, parental leave, compassionate leave or long service leave at half pay. Employer approval for such leave arrangements will be subject to capacity to maintain workplace activities in the Employee's absence. Any public holiday that falls during a period of leave on half pay will be paid at full pay.

5. Overtime (Child and Dependent Care), Sleepover and Court Allowances

5.1 Child care expenses will be in accordance with **clause 48, Section I** of this Agreement (Child Care), excepting if an Employee is given short notice of the requirement to work overtime. The Employer will give consideration to reasonable requests to reimburse the Employee for dependent care expenses.

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5.2 Court Allowance

(a) An Employee who has been placed on stand-by to make themselves available to attend court on departmental business at a time they are not rostered to work or outside their normal contracted hours shall be paid an allowance as per the table below irrespective of the cancellation, deferral or subsequent notice that they do not need to attend at that time:

Table 85: Court Allowance (DFFH)

Date of effect	Daily Allowance
1 May 2024	$61.65
1 May 2025	$63.50
1 May 2026	$65.40
1 May 2027	$67.35

Child care expenses will be in accordance with **clause 48, Section I** of this Agreement (Childcare)

(b) The Employer shall pay the Employee in accordance with **clause 46, Section I** of this Agreement (Overtime) for work performed while on stand-by for court.

5.3 Sleepover Allowance

(a) Where the Employer may require an Employee to sleep over in a client residential setting, the Employee will be paid an allowance per sleep over on or after the effective date at the rates specified in the following table:

Table 86: Sleepover Allowance (DFFH)

Date of effect	Daily Allowance
1 May 2024	$112.00
1 May 2025	$115.35
1 May 2026	$118.80
1 May 2027	$122.35

(b) Where an Employee who works twelve hours in addition to a sleepover within any 24-hour period, is entitled to three hours off duty prior to recommencing. An Employee not so released shall be paid in accordance with **clause 46, Section I** of this Agreement (Overtime) for all time that is spent working in excess of 21 hours.

(c) A sleepover period shall not commence prior to 10:00pm or extend beyond 7:00am; and an Employee must not unreasonably refuse to work sleepover. An Employee is not required to sleepover outside the normal hours of duty except by mutual agreement between the Employee and the Employer.

(d) Payment of a sleepover allowance constitutes total compensation for any intermittent duty in connection with sleepover duty to a total of one hour's duration. The Employer shall pay the Employee in accordance with **clause 46, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty during a sleepover shift.

6. Stand-by/ Recall Allowance

The payment of stand-by/recall allowances is provided through **clause 39.5, Section I** of this Agreement (Stand-by/Recall Allowance) and with the allowance rates set out in **clause 39.5(e), Section I** of this Agreement (Stand-by/Recall Allowance).

7. Clothing Allowance

7.1 Employees who are ongoing employees and are employed in the following streams, classifications, programs and/or areas will be entitled to a clothing allowance in accordance with this clause:

(a) Child Protection Practitioner (CPP) stream;

(b) Children, Youth and Families (CYF) stream;

(c) Employees in the Child Protection Practitioner (CPP) stream or the Children, Youth and Families (CYF) stream employed at Hurstbridge Farm;

(d) The department's Young People's Outreach Team (formerly Streetworks);

(e) Secure Care Services programs;

(f) Housing program Employees who are employed as:

(i) Housing Services Officers;

(ii) Field Services Officers;

(iii) Team Leaders;

(iv) Team Managers; and

(v) Any other relevant Housing Employee required to undertake field operations.

7.2 An annual allowance, pro rata for part-time Employees, will be paid to relevant Employees set out in **clause 7.1** over the life of the Agreement as follows:

Table 87: Schedule of Clothing Allowance payment (DFFH)

Date of Clothing Allowance payment	Amount
1 July 2024	$650
1 July 2025	$650

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Date of Clothing Allowance payment	Amount
1 July 2026	$650
1 July 2027	$650

7.3 The purpose of this clothing allowance is to ensure relevant Employees are provided with the means to purchase suitable clothing and protective equipment appropriate for their role.

7.4 Nothing in this clause prevents the Employer from requiring Employees to purchase particular clothing items or specific protective equipment the Employer considers necessary for Employees to perform their role.

Part 2 Child Protection

8. Application

All provisions apply to both the Child Protection Practitioner stream as described at **Clause 22** and the Children, Youth and Families stream of the Child Protection Practitioner structure as described at **Clause 20** unless specifically mentioned otherwise.

9. Child Protection Practitioner Structure

9.1 The Child Protection Practitioner adaptive structure has two streams - the Children, Youth and Families (CYF) stream and the Child Protection Practitioner (CPP) stream. The classification structure and descriptors and associated arrangements applying to each of the streams are detailed in:

(a) **Part 3** of this Appendix in the case of the Children Youth and Families (CYF) Stream, and

(b) **Part 4** of this Appendix in the case of the Child Practitioner (CPP) Stream.

10. Rural After Hours Stand-By

10.1 An Employee employed in **Rural After Hours Child Protection Services** shall be paid, in lieu of the allowances in specified in **clause 39.5**, **Section I** of this Agreement (Stand-by/Recall Allowance), an allowance for performing work outside ordinary working hours as part of formal rostered stand-by and being available to return to duty to respond to 'call-outs' within a specified maximum period of time for a night period or for a day/night period (weekends and public holidays) with effect from the first pay period on or after the commencement date at the rates specified in the following table:

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Table 88: Rural After Hours Stand-by

Date of effect	Per night	Per day/night
1 May 2024	$98.00	$147.35
1 May 2025	$100.95	$151.75
1 May 2026	$104.00	$156.30
1 May 2027	$107.10	$161.00

10.2 The Employer shall pay the Employee in accordance with **clause 46**, **Section I** of this Agreement (Overtime) for all work performed during a recall to duty.

10.3 The Employee rostered on stand-by/recall duty must be contactable by telephone and must be available to return to duty to attend for work within a reasonable time as agreed between the Employer and the Employee.

10.4 The Employer must reimburse the Employee for the cost of telephone calls made in the course of stand-by/recall duty.

11. Ten Hour Break

11.1 The Employer must grant an Employee a ten hour break:

(a) in the **Child Protection Practitioner stream** – between completing a shift and commencing a further period of duty for which the Employee has expressly been recalled.

(b) **in the programs covered by the Children, Youth and Families stream –** between completing a shift and commencing a further period of duty for which the Employee has expressly been recalled.

11.2 Notwithstanding **clause 11.1** above, the Employer may recall the Employee to return to duty before the expiration of the ten hour break. In these circumstances, the Employer must pay the Employee in accordance with **clause 46, Section I** of this Agreement (Overtime)**,** save that the rate shall be time and a half of the Employee's hourly rate for the first three hours and, for all time worked after the first three hours, at double time, until the commencement of the break.

11.3 The following provisions also apply:

(a) The roster, including starting times, will not be changed because a ten hour break has not occurred.

(b) If an Employee commences work later than their rostered time in order for the ten hour break to be observed, they will be paid including all appropriate payments for the whole shift (including any over runs), from the commencement of their rostered shift time.

(c) In addition to **clause 11.3(b)** above, where an Employee works five hours of overtime in addition to a normal period of rostered duty, the Employer may direct

the Employee off all or part of the next day's shift with no monetary disadvantage to the Employee having regard to occupational health and safety obligations and Employee well-being.

12. Night Shift Allowance

12.1 Where an Employee, including a part-time Employee, in the CPP or CYF stream is required to perform shift work on a night shift commencing on or after 8:00 pm and before 6:00 am on any day Monday to Friday inclusive (except a public holiday) shall receive either:

(a) a night shift allowance at the rate of 20 per cent of the appropriate hourly rate for each hour of duty shall apply as per the allowance specified at **clause 43.2(a)**, **Section I** of this Agreement (Shift Work), or

(b) a night shift allowance at the rate of 35 per cent of the appropriate ordinary hourly rate for each hour of duty shall apply in lieu of the 30 per cent allowance specified at **clause 43.2(b)**, **Section I** of this Agreement (Shift Work) for night shift worked continuously for a period exceeding four weeks.

12.2 Subject to this **clause 43.2(b)**, **Section I** of this Agreement, overtime continues to apply.

12.3 This clause does not apply to CYF classified employees at Secure Care Services who instead receive Night Shift Allowance in accordance with **clause 26** of this Appendix.

13. Overtime and Additional Leave

13.1 This clause operates to the exclusion of the **clause 46.6** and **clause 46.7(b)**, **Section I** of this Agreement (Overtime), as follows:

(a) Employees in CPP Grade 2, CPP Grade 3, CPP Grade 4 and CPP Grade 5 must be paid at the appropriate overtime rate specified in **clause 46.7, Section I** of this Agreement (Overtime) based on the Employee's salary;

(b) in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 1, CYF Grade 2, CYF Grade 3, CYF Grade 4 and CYF Grade 5 must be paid at the appropriate overtime rate specified in **clause 46.7**, **Section I** of this Agreement (Overtime) based on the Employee's salary.

(c) Employees in CPP Grade 6 must be paid at the appropriate overtime rate specified in **clause 46.6, Section I** of this Agreement (Overtime) based on the Employee's salary up to four (4) hours per week in addition to their salary paid for ordinary hours of work. Alternatively, Employees in CPP Grade 6 may request time in lieu of payment and this time will accrue as specified in **clause 46.8, Section I** of this Agreement.

13.2 **At the end of each calendar year**, the Employer must grant five days Additional Leave to Employees in the Child Protection Practitioners Structure in the following circumstances:

(a) in metropolitan regions and in rural regions, for Employees classified in CPP Grade 2, CPP Grade 3, CPP Grade 4, CPP Grade 5 and CPP Grade 6;

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(b) in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 2, CYF Grade 3, CYF Grade 4, CYF Grade 5 and CYF Grade 6.

13.3 This leave entitlement must be taken by the end of the calendar year following the calendar year in which it was accrued and must be taken at a time convenient to the needs of the Employer and Employee.

13.4 Unless otherwise agreed or where exceptional circumstances exist (including reasons related to COVID-19), the Employee may be directed to take leave, in accordance with **clause 13.5** of this Appendix.

13.5 Where an Employee's additional five days are not taken in accordance with **clause 13.3** of this Appendix then, the Employer and Employee must genuinely try to agree upon steps that will be taken to utilise the remaining additional leave. If agreement can not be reached then the Employer may direct that leave to be taken within the calendar year after it was due to be taken in accordance with **clause 13.3** of this Appendix.

13.6 Additional Leave accrued according to this clause will only accrue at the rate of an Employee's contracted ordinary hours. Full-time Employees will only be entitled to accrue a maximum of 38 hours per annum.

13.7 Part-time Employees will accrue Additional Leave on a pro rata basis according to their contracted ordinary hours only.

13.8 Additional Leave accrued according to this clause will only be paid at the Employee's ordinary hourly rate of pay, and will not include any shift allowances, overtime, leave loading or any other additional allowances.

14. Professional Development Leave

14.1 This clause applies to Employees in the following classifications:

(a) in metropolitan regions and in rural regions, Employees classified in CPP Grade 2, CPP Grade 3, CPP Grade 4, CPP Grade 5 and CPP Grade 6;

(b) in the programs covered by the Children, Youth and Families (CYF) stream, to Employees classified in CYF Grade 3, CYF Grade 4, CYF Grade 5 and CYF Grade 6.

14.2 Employees in the classifications listed above must actively pursue professional development activities that allow them to maintain knowledge in their current area of expertise in Child Protection/the programs covered by the CYF stream (as applicable) and to improve their knowledge, experience and competence.

14.3 To undertake appropriate professional development to meet performance standards, Employees in the classifications listed above shall be entitled to up to 38 hours paid professional development leave per calendar year (pro rata for part-time employees).

14.4 Professional development leave may be used for mandatory and/or appropriate internal or external professional development training endorsed by the Employee's line manager and approved by the Employer.

14.5 Professional development leave does not accumulate from year to year.

15. Single Day or Shift Higher Duties

15.1 Despite **clause 39.3** of this Agreement, the Employer may direct any Employee in the Child Protection Practitioner Stream or the Children, Youth and Families Stream to undertake all or part of the duties of a higher classified position for a single day or shift.

15.2 Where **clause 15.1** applies, the Employee will be paid a Higher Duties Allowance for the entirety of the single day or shift at the rate of the base of the Grade or Value Range of the position of which the Employee performed the higher duties.

16. Child Protection Consultative Committee

16.1 The parties agree to establish a Child Protection Consultative Committee (CPCC) within six months of the Agreement being approved by the Fair Work Commission.

16.2 The CPCC will comprise of representatives nominated by the CPSU and the Employer. The Employer's representatives will comprise of management representatives from the Child Protection Intake, Response and Investigation, Case Management and Case Contracting streams (or their successors) and a representative from People and Culture.

16.3 Noting that both parties are committed to working through issues, with a genuine goal of reaching mutually acceptable outcomes, it is intended that the CPCC established under this clause will be a forum for the constructive resolution of issues including, but not limited to:

(a) systemic and/or thematic industrial issues arising in the Intake, Response and Investigation, Case Management and Case Contracting streams (or their successors); and

(b) any issues arising with the implementation of changes to the Child Protection Operating Model (CPOM) excluding the Employer's Statewide After-Hours Program.

16.4 Detailed Terms of Reference for the CPCC will be developed and agreed to by both parties.

17. Child Protection After-Hours Service Consultative Committee

17.1 The parties agree to establish a Child Protection After Hours Service Consultative Committee (AHSCC) within six months of the Agreement being approved by the Fair Work Commission.

17.2 The AHSCC will comprise of representatives nominated by the CPSU and the Employer. The Employer's representatives will comprise of management representatives from the Statewide Child Protection After Hours Service and a representative from People and Culture.

17.3 Noting that both parties are committed to working through issues, with a genuine goal of reaching mutually acceptable outcomes, it is intended that the AHSCC established under this clause will be a forum for the constructive resolution of issues including, but not limited to:

(a) systemic and/or thematic industrial issues arising in the Statewide Child Protection After Hours Service (or its successor); and

(b) any issues arising with the implementation of changes to the Child Protection Operating Model (CPOM) including rural based staff and teams.

17.4 In relation to **clause 17.3(b)** above, the parties agree that should the AHSCC be advised of safety issues or concerns resulting from the implementation of new rosters for rural based staff and teams, as part of a new Child Protection operating model, then the AHSCC will engage a mutually agreed external reviewer to provide advice to the AHSCC on those rosters.

17.5 Detailed Terms of Reference for the AHSCC will be developed and agreed to by both parties.

17.6 To remove any doubt, should the parties be unable to resolve a matter discussed by the AHSCC, either party may raise a dispute under **clause 13** Resolution of Disputes of this Agreement.

18. Hurstbridge Farm Consultative Committee

18.1 The parties agree to establish a Hurstbridge Farm Consultative Committee (HFCC) within six months of the Agreement being approved by the Fair Work Commission.

18.2 The HFCC will comprise of representatives nominated by the CPSU and the Employer. The Employer's representatives will comprise of management representatives from Hurstbridge Farm and a representative from People and Culture.

18.3 Noting that both parties are committed to working through issues, with a genuine goal of reaching mutually acceptable outcomes, it is intended that the HFCC established under this clause will be a forum for the constructive resolution of issues including, but not limited to systemic and/or thematic industrial issues arising at Hurstbridge Farm (or its successor).

18.4 Detailed Terms of Reference for the HFCC will be developed and agreed to by both parties.

19. Child Protection Practitioner Retention Allowance

19.1 Employees in the Child Protection Practitioner (CPP) stream who meet the eligibility criteria specified in this clause will be paid a Child Protection Practitioner Retention Allowance as set out in this clause.

19.2 The eligibility criteria to receive this allowance is that Employees in the Child Protection Practitioner (CPP) stream must:

(a) Be substantively employed in CPP Grade 3, CPP Grade 4, CPP Grade 5, and CPP Grade 6; and

(b) Be substantively employed in the Department's Statewide Child Protection After Hours Service (or its successor) or be substantively employed in one (1) of the following departmental division areas:

(i) Goulburn;

(ii) Inner Gippsland;

(iii) Mallee;

(iv) Outer Gippsland;

(v) Ovens Murray; or

(vi) Wimmera South West; **and**

(c) Primarily reside in one (1) of the departmental division areas listed in **clause 19.2(b)** above; and

(d) Have met all of the conditions set out in **19.2(a), 19.2(b) and 19.2(c)** above at the relevant time the allowance is payable as set out in clause 19.3 below.

19.3 Employees eligible for the Child Protection Practitioner Retention Allowance will be paid the allowance, pro rata for part-time employees, as follows:

Table 89: Schedule of Child Protection Practitioner Retention Allowance (DFFH)

Date of Allowance payment	Amount
1 January 2025	$2,500
1 July 2025	$2,500
1 January 2026	$2,500
1 July 2026	$2,500
1 January 2027	$2,500
1 July 2027	$2,500

Part 3 Child Protection Practitioner Structure – Children, Youth and Families Stream - Non-VPS Aligned Adaptive Structures and Classification Descriptors

20. Child Protection Practitioner Structure – Children, Youth and Families (CYF) Stream

20.1 The following applies:

(a) This stream covers program Employees in Secure Care Services, Youth Justice Community Based, Refugee Minor Program, Family Information Networks and Discovery, Inter Country Adoption, Placement Prevention Services, Placement Coordination units and Placement Support Services, Local Adoption and

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Permanent Care Teams, Quality of Care, Residential Care Services, or their successors.

(b) Progression within the CYF Grades 1 to 4 is through set progression steps as in **Table 92**.

(c) Progression within the CYF Grades 5 and 6 is through set progression amounts as occurs with equivalent VPS classifications.

(d) If a Diploma Level qualification is mandated for CYF Grade 2, the minimum salary is CYF Grade 2.1. If a relevant degree level qualification is held, the entry rate will be CYF Grade 2.3.

20.2 To avoid future salary overlaps with CYF Grade 5, any Employee with a salary exceeding CYF 4.6 at $82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increases will be paid as a salary maintenance payment for any excess amount over CYF 4.6 at $82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increase.

20.3 The Children, Youth and Families Structure is set out in **Table 92** below. The Children, Youth and Families classification and Value Range Descriptors are detailed in **Clause 21** of this Appendix.

20.4 Employees classified as CYF Grade 4.7 and Grade 4.8 at the date of commencement of this Agreement will be reclassified as CYF Grade 4.6 with no change to salary or employment conditions other than as set out in this Agreement. To remove any doubt, any Employee reclassified as a result of this clause will not suffer any disadvantage because of the reclassification.

20.5 Employees classified as CYF Grade 1 level in Secure Care Services at the date of commencement of this Agreement will be reclassified to CYF Grade 2 as follows, in accordance with the salaries as set out in **Table 93** of this Appendix:

Table 90: Secure Care Services reclassification of CYF Grade 1 to CYF Grade 2

Pre-Commencement	Commencement of Agreement
CYF 1.1	CYF 2.1
CYF 1.2	CYF 2.2
CYF 1.3	CYF 2.3
CYF 1.4	CYF 2.4
CYF 1.5	CYF 2.5

20.6 All new entry level Employees employed in Secure Care Services on or after the date of commencement of this Agreement shall be classified at the Children, Youth and Families (CYF) Grade 2 level.

20.7 Employees classified as CYF Grade 3 level in Secure Care Services at the date of commencement of this Agreement will be reclassified to CYF Grade 4 as follows, in accordance with the salaries as set out in **Table 92** of this Appendix:

Table 91: Secure Care Services reclassification of CYF Grade 3 to CYF Grade 4

Pre-Commencement	Commencement of Agreement
CYF 3.1	CYF 4.1
CYF 3.2	CYF 4.2
CYF 3.3	CYF 4.3
CYF 3.4	CYF 4.4

Table 92: Child Protection Practitioner Structure – Children, Youth and Families (CYF) stream

Children, Youth and Families (CYF) stream	CYF Pay point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
Children Youth and Families Grade 1 CYF 1	1.1	$60,296	$62,105	$63,968	$65,887
	1.2	$63,967	$65,886	$67,863	$69,899
	1.3	$67,641	$69,670	$71,760	$73,913
	1.4	$71,313	$73,452	$75,656	$77,926
	1.5	$72,534	$74,710	$76,951	$79,260
Children Youth and Families Grade 2 CYF 2	2.1	$72,721	$74,903	$77,150	$79,465
	2.2	$73,755	$75,968	$78,247	$80,594
	2.3 Degree	$80,111	$82,514	$84,989	$87,539
	2.4	$81,854	$84,310	$86,839	$89,444
	2.5	$85,901	$88,478	$91,132	$93,866
	2.6	$89,292	$91,971	$94,730	$97,572
Children Youth and Families Grade 3 CYF 3	3.1	$91,836	$94,591	$97,429	$100,352
	3.2	$96,073	$98,955	$101,924	$104,982
	3.3	$97,954	$100,893	$103,920	$107,038
	3.4	$103,302	$106,401	$109,593	$112,881
Children Youth and Families Grade 4 CYF 4	4.1	$104,544	$107,680	$110,910	$114,237
	4.2	$106,744	$109,946	$113,244	$116,641
	4.3	$108,944	$112,212	$115,578	$119,045
	4.4	$111,141	$114,475	$117,909	$121,446
	4.5	$113,022	$116,413	$119,905	$123,502
	4.6	$115,355	$118,816	$122,380	$126,051
Children Youth and Families Grade 5 CYF 5	CYF 5.1 Base	$115,357	$118,818	$122,383	$126,054
	CYF 5.1 Max	$121,247	$124,884	$128,631	$132,490
	Progression amt	$3,289	$3,388	$3,490	$3,595
	CYF 5.2 Base	$121,250	$124,888	$128,635	$132,494

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Children, Youth and Families (CYF) stream	CYF Pay point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
	CYF 5.2 Max	$132,764	$136,747	$140,849	$145,074
	Progression amt	$3,289	$3,388	$3,490	$3,595
Children Youth and Families Grade 6 CYF 6	CYF 6.1 Base	$134,593	$138,631	$142,790	$147,074
	CYF 6.1 Max	$157,354	$162,075	$166,937	$171,945
	Progression amt	$4,153	$4,278	$4,406	$4,538
	CYF 6.2 Base	$157,355	$162,076	$166,938	$171,946
	CYF 6.2 Max	$180,117	$185,521	$191,087	$196,820
	Progression amt	$4,153	$4,278	$4,406	$4,538

Note: CPW4 who translated to the new CYF stream as CYF4 on 5 November 2012 were translated with salary maintenance. That is, for those existing staff who translated they have the ability to progress through to the top of the salary range as if the change had not occurred. This principle was also applied for YJW1 staff at Secure Care Services who transferred to the new CYF1 on 5 November 2012.

Note: a CYF supervisor will not be paid less than an Employee they supervise.

21. Child Protection Practitioner - Children, Youth & Families Stream – Classifications and Standard Descriptors

Jobs in this structure support some of the department's Youth Justice and Child Protection programs, as detailed below.

Youth Justice and Child Protection form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005* (Vic) (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department in youth justice and child protection. A key role of these Employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of each of the programs is provided below.

Youth Justice Community Based Programs

Within the legal mandate provided by the CYFA, community-based regional youth justice units:

- provide supervision to young people who have been sentenced and placed on community – based orders (10 – 18 year olds), and those who are paroled as part of their custodial sentence (10 – 20 year olds) and bail supervision
- provide information and advice to courts about young people
- advocate for service access and provision that will optimise the chances of young people on juvenile justice orders to continue their lives with reduced risks of re-offending. Each departmental region has a community-based youth justice unit.

Child Protection Programs

Refugee Minor Program

Employees in this program provide support to children and young people who are humanitarian refugees referred by the Commonwealth department responsible for immigration. The legislation that pertains to refugee minors is the *Immigration (Guardianship of Children) Act 1946* (Cth).

Refugee minor workers:

- exercise guardianship on behalf of the Commonwealth for children and young people in the program;
- assist children, young people and their carers to address their trauma and support needs.

Family Information Networks and Discovery

Employees in the Family Information Networks and Discovery:

- release confidential Victorian adoption and wardship information to adopted people and former wards, and their families in accordance with the *Adoption Act 1984* (Vic) and the *Freedom of Information Act 1982* (Vic)
- assist clients to locate and contact family members from whom they've been separated due to adoption and/or wardship, and
- provide clients with mediation, short-term counseling and referral services as appropriate.

Inter-country Adoption Service

Employees in the Inter-country Adoption Service assess potential adoptive parents and liaise with overseas agencies that match children with Victorian adoptive parents. Support and supervision are also provided to children from other countries placed with Victorian families under the *Adoption Act 1984* (Vic).

Placement Prevention Services

Placement Prevention Services provides specialist case management and support services to children and young people living at home or independently, who are at risk of significant harm or abuse, or statutory clients in need of additional case support, including:

- **Intensive Case Management** funds multidisciplinary, intensive case management and youth outreach services targeted at young people 12 to 18 years not in out of home care
- **Family Preservation Services** funds intensive, short-term service aimed at strengthening the ability of families to protect and care for their 'at risk' children, thereby avoiding the removal of the child, and
- **Innovative Support Services** funds region-specific models of support developed to meet the needs of clients.

Placement Coordination Units and Placement and Support Services

Placement Coordination Units are regionally based staff who co-ordinate placements of clients with funded community service organisations (CSOs), in liaison with the relevant child protection practitioner.

Placement and Support Services manage the relationship with the community service organisations (CSOs) for the provision of the various services

Adoption and Permanent Care Teams

Some regions have specialised Adoption and Permanent Care teams that provide case management and support to children and young people in their transition to a placement in long term out of home care. Permanent Care refers to an order under the Act that transfers legal guardianship from parents or the department

to persons assessed as being suitable guardians. The role of Adoption and Permanent Care is to assess potential carers, seek appropriate placement, make an application for a Permanent Care Order to the Children's Court and supervise such orders as required. In the context of Adoption, Adoption and Permanent Care teams assess potential adoptive parents, make applications to the County Court under the *Adoption Act 1984* (Vic), and provide support to children placed under this legislation.

Quality of Care

The Act – CYFA creates a shared mandate for the Department, community service organisations (CSOs) and out-of-home carers to act in the best interests of the child or young person regional quality of care coordinators coordinate a timely and effective response to quality of care concerns. The responsibilities of these coordinators include:

- regional coordination of investigation of quality of care concerns relating to home-based care, residential care and kinship care
- overseeing and participating in formal care reviews undertaken by relevant CSOs
- ensuring a robust process of the implementation of recommendations of investigations
- maintaining the regional quality of care tracking system and analysing regional quality of care data to identify themes and develop appropriate responses
- consolidating and strengthening a collaborative approach between Child Protection and CSOs in responding to quality of care concerns

Residential Care Services

The Department currently has one site that directly provides placements to clients under a therapeutic care model. This is Hurstbridge Farm.

Secure Care Services

Secure Care Services provide care to young people in a lock up facility. Employees provide direct care and support to young people placed in Secure Care under the Act. This involves assisting in the case planning process and transitioning of the young person to an appropriate placement. Secure Care placements are time limited (21 days with the option of another 21 days in exceptional circumstances). Secure Care placements are utilised when it is assessed that a young person poses a significant risk to themselves or others and short term containment is required. There are two Secure Care facilities in Victoria.

Note: Children, Youth and Families Stream (CYF) Grade and Value Range Descriptors reflects the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Children, Youth and Families Stream (CYF) descriptors are to be read in conjunction with them.

The primary classification reference at Children, Youth and Families Stream is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value at CYF Grade 5 and CYF Grade 6.

Table 93: Children, Youth and Families Stream Classifications and Standard Descriptors

Table 93.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
General:	Provides basic client care and support Works within a well-defined environment under close supervision	Provides standard services under general supervision within a defined service delivery framework	Provides standard services within a service delivery framework	Manages delivery of services to clients within a service delivery framework Provides professional services at an advanced level in the field of expertise
Program Specific:	Typically a case aide in regional Youth Justice Community Units and Child Protection programs, as listed above Typically in Secure Care Services, a worker providing either direct care, client supervision or support	Typically a base grade case manager/practitioner in regional Youth Justice Community-Based Units Typically a base grade case manager/practitioner in Child Protection programs, as listed above Typically in Secure Care Services, a shift supervisor of residential direct care staff	Typically a senior practitioner in regional Youth Justice Community-Based Units Typically a senior case manager/practitioner in Child Protection programs, as listed above Typically in Secure Care Services, a unit coordinator	Typically a program manager in regional Youth Justice Community-Based Units Typically a team leader or specialist practitioner in Child Protection programs, as listed above Typically in Secure Care Services, a manager of a residential unit
Decision Making	All Employees exercise legal delegations and functions pursuant to the *Children, Youth and Families Act 2005 (Vic)* and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	Works with clients in a range of settings Prioritises own work program with guidance from the supervisor	Works within a defined framework Works with clients and their families in a range of settings	Undertakes more complex and advanced casework with greater autonomy	Manages a team of practitioners Manages the work organisation, resources and outputs for the work area

Table 93.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
	Supervises client activities as defined by case plans	Works as a caseworker involved in the care, support and supervision of clients Assesses the level of risk for clients and their families Responds to a variety of case circumstances Presents matters to courts and tribunals as required Participates in the development and review of case plans Plans and prioritises own work to achieve defined targets Refers complex cases and issues to more senior professional staff		Provides professional supervision Provides authoritative advice on service delivery issues Reviews assessments and recommendations proposed by others Develops and manages client case plans Manages highest risk cases including undertaking appropriate cross agency collaboration Assesses notifications and initiates appropriate action
Accountability and Frameworks	Provides direct client support and supervision services Maintains accurate client records of a limited nature Selects and applies a variety of work practices and techniques common to the work area Refers complex problems to the supervisor for resolution	Responsible for monitoring and implementing case plans, and protective orders Recommends appropriate interventions Selects from a variety of techniques, systems, methods or procedures	Coordinates case management services Mentors less experienced case workers Provides advice relating to individual case plans to peers, internal and external stakeholders Provides well developed recommendations on	Responsible for the performance of the team Develops operational guidelines for the work area Makes decisions on intervention strategies and client service delivery Contributes to program development

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Table 93.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
		Brief case support aides as appropriate	intervention strategies and client service delivery	
Innovation and Originality	Judgment is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Exercises professional judgment Recommends improvement to case management systems and practices	Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions Solves problems by applying advanced judgment and professional expertise	Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks Explores new ideas to improve program delivery
Communication	Communicates effectively with clients, and their families/guardians/caregivers Prepares case notes for consideration of others and routine correspondence as required	Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians Liaises with other service providers Prepares client assessments, case notes and plans, and correspondence Prepares client reports for courts	Uses well developed negotiation skills in pursuit of coordinated client services Provides specialised advice and information to other professionals Prepares case reports and correspondence at a more advanced level	Provides professional advice and opinions to professionals of other disciplines on the services being provided Leads or participates in case conferences with other professionals Prepares correspondence, drafts submissions and briefings Reviews court reports

Table 93.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 1 to 4				
Grade Descriptors	**Grade 1**	**Grade 2**	**Grade 3**	**Grade 4**
Knowledge and Proficiency	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area	Applies theoretical knowledge and concepts to risk assessment and service provision Applies knowledge and understanding of relevant legislation Applies understanding of standards, techniques, and practices and current trends and approaches to service provision	Exercises the analytical skills and expertise of an established professional Applies knowledge and expertise to complex situations Provides authoritative advice related to their clients to other professionals and organisations Understands contemporary research and developments in the field	Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility Applies knowledge and expertise to complex and difficult cases and situations Identifies and applies appropriate research when formulating appropriate interventions Applies knowledge to identify gaps in case assessments prepared by others

Table 93.2: Child Protection Practitioner Structure: Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 5 and 6				
Grade Descriptors	**Grade 5**		**Grade 6**	
	VR1	**VR2**	**VR1**	**VR2**
General:	Manages a significant work unit		A senior regional program manager with a significant impact on program management and delivery	
Program Specific:	Typically is a manager of a regional Youth Justice Community-Based Unit in a minor region		Typically is a manager of a regional community-based Youth Justice Unit in a major region	

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Table 93.2: Child Protection Practitioner Structure: Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 5 and 6				
Grade Descriptors	**Grade 5**		**Grade 6**	
	VR1	**VR2**	**VR1**	**VR2**
	Typically a unit manager or project manager in Child Protection programs, as listed above		Typically a manager of a Child Protection program, as listed above Typically in Secure Care Services, a manager of the program	
Decision Making	All Employees exercise legal delegations and functions pursuant to the *Children, Youth and Families Act 2005* (Vic) and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	Manages a work unit comprised of teams and/or special projects/programs Provides specialist program advice Provides advanced assessment and advisory services Provides leadership to team leaders and case workers in relation to the most challenging issues Contributes to major regional projects and the review of programs and services	Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues Authorises decisions in the most sensitive/complex cases Provides specialist professional services or advice, including leadership and guidance to other specialists in the field Manages and leads complex projects Provides program quality assurance Monitors professional standards of others	Manages a regional statutory service or facility Develops service delivery models for regional statutory services Provides highly specialist services or expert advice on statutory service delivery	Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives including financial, quality and time related targets for regional statutory programs
Accountability and Frameworks	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

Table 93.2: Child Protection Practitioner Structure: Children, Youth and Families Stream (CYF) Classifications and Standard Descriptors - Grades 5 and 6				
Grade Descriptors	**Grade 5**		**Grade 6**	
	VR1	**VR2**	**VR1**	**VR2**
Innovation and Originality	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Communication	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Knowledge and Proficiency	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

Part 4 Child Protection Practitioner Structure – Child Protection Practitioner Stream - Non-VPS Aligned Adaptive Structures and Classification Descriptors – Department of Families, Fairness and Housing

22. Child Protection Practitioner Structure – Child Protection Practitioner (CPP) Stream

22.1 The following applies:

(a) This stream covers program Employees including child protection intake, response, case management and case contracting, or their successors.

(b) Progression within the CPP Grades 2 to 4 is through applying progression steps as shown below in **Table 94**.

(c) Alignment of CPP Grades 5 and 6 is with VPS Grade salary and progression amounts.

(d) Team Managers at CPP grade 5 will have the ability to advance from Value Range 1 to Value Range 2 as a progression outcome.

(e) Completion of a Diploma of Community Service or a Bachelors Degree in Social Work or equivalent qualifications recognised by the Employer is a mandatory requirement for entry into CPP Grade 3 or higher Grades, except for current red-circled Employees.

(f) Any Employee with a Bachelor Degree in Social Work or equivalent qualifications recognised by the Employer will commence at CPP 3.2.

22.2 The salary minimums referred to in **Table 94** are referenced against the VPS structure set out in **Schedule C.**

22.3 The Child Protection Practitioner classification and Value Range Descriptors are detailed in **clause 23** of this Appendix.

Table 94: Child Protection Practitioner Structure – Child Protection Practitioner Stream

Child Protection Practitioner (CPP) Stream	CPP Pay point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
Child Protection Practitioner Grade 2 CPP 2	2.1	$60,915	$62,742	$64,624	$66,563
	2.2	$63,290	$65,189	$67,145	$69,159
	2.3	$65,670	$67,640	$69,669	$71,759
	2.4	$68,045	$70,086	$72,189	$74,355
	2.5	$70,419	$72,532	$74,708	$76,949
	2.6	$72,795	$74,979	$77,228	$79,545

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Child Protection Practitioner (CPP) Stream	CPP Pay point	1 May 2024	1 May 2025	1 May 2026	1 May 2027
	2.7	$75,175	$77,430	$79,753	$82,146
Child Protection Practitioner Grade 3 CPP 3	3.1	$76,817	$79,122	$81,496	$83,941
	3.2 Degree	$80,111	$82,514	$84,989	$87,539
	3.3	$83,400	$85,902	$88,479	$91,133
	3.4	$86,691	$89,292	$91,971	$94,730
	3.5	$89,984	$92,684	$95,465	$98,329
	3.6	$93,275	$96,073	$98,955	$101,924
Child Protection Practitioner Grade 4 CPP 4	4.1	$95,102	$97,955	$100,894	$103,921
	4.2	$99,371	$102,352	$105,423	$108,586
	4.3	$103,638	$106,747	$109,949	$113,247
	4.4	$107,905	$111,142	$114,476	$117,910
Child Protection Practitioner Grade 5 CPP 5	CPP 5.1 Base	$109,730	$113,022	$116,413	$119,905
	CPP 5.1 Max	$121,247	$124,884	$128,631	$132,490
	Progression amt	$3,289	$3,388	$3,490	$3,595
	CPP 5.2 Base	$121,250	$124,888	$128,635	$132,494
	CPP 5.2 Max	$132,764	$136,747	$140,849	$145,074
	Progression amt	$3,289	$3,388	$3,490	$3,595
Child Protection Practitioner Grade 6 CPP 6	CPP 6.1 Base	$134,593	$138,631	$142,790	$147,074
	CPP 6.1 Max	$157,355	$162,076	$166,938	$171,946
	Progression amt	$4,153	$4,278	$4,406	$4,538
	CPP 6.2 Base	$157,356	$162,077	$166,939	$171,947
	CPP 6.2 Max	$180,117	$185,521	$191,087	$196,820
	Progression amt	$4,153	$4,278	$4,406	$4,538

Note: Case Contractors (CPW4) who translated to the new CPP stream as CPP4 on 5 November 2012 and remain a case contractor were translated with salary maintenance. That is, for those existing staff who translated they have the ability to progress to through to the top of the salary range as if the change had not occurred.

23. Child Protection Practitioner – Child Protection Stream – Classifications and Standard Descriptors

Jobs in this structure support the Child Protection Program of the Department, excluding the child protection and youth justice programs detailed at **clause 21** of this Appendix **–** (Children Youth and Families (CYF) stream).

Broadly, Child Protection and Youth Justice programs form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: *Children, Youth and Families Act 2005 (Vic)* (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue the Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles in child protection and youth justice. A key accountability of these Employees is exercising legal delegations and functions pursuant to the Act and other related acts.

A brief explanation of the Child Protection program is provided below.

Child Protection

The Act provides the legislative mandate for the department to protect children and young people from abuse and neglect using best interest principles, decision-making principles, additional Aboriginal decision-making principles and Aboriginal child placement principles.

This mandate involves:

- receiving reports;
- conducting investigations;
- intervening if it is assessed that a child is in need of care and protection;
- taking matters before the Children's Court;
- supervising children on child protection orders;
- determining case plans (including stability plans, cultural plans and therapeutic treatment plans) for the safety and well being of children; and

- delivering case practice and case management services for children and young people who are either living with family or in out of home care.

Within each of the regions the Child Protection program operates in four broad areas:

1. **Intake** – Employees provide advice, referral and accept reports (the majority by telephone) and determine the outcome of these reports
2. **Response** – Employees investigate those reports determined to require a protective investigation
3. **Case management**- Employees provide case management for children and young people who have been found to be in need of care and protection, either through investigative outcome with no court order, or investigative outcome with court order
4. **Case contracting** – Employees manage the statutory aspects for children and young people whose case management has been contracted to a Community Service Organisation.

Note: References to Child FIRST in these descriptors denotes a geographical boundary.
Note: Child Protection Practitioner (CPP) Grade and Value Range Descriptors reflect the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Child Protection Practitioner (CPP) descriptors are to be read in conjunction with them. The Child Protection program does not currently have jobs in Grade 1 work value

Table 95: Child Practitioner Stream Classification and Standard Descriptors

Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
	VR 1			**VR 1**	**VR 1**
Grade Descriptors	**Practice stream:** Provides basic care and support in delivering and supervising clients on family visits and a range of client activities Works within a well-defined environment under general supervision Provides standard services to support child	**Practice stream:** Provides standard services under general supervision within a service delivery framework Typically an entry level/ base-grade case practitioner in regional child protection	**Practice stream:** Provides standard services within a service delivery framework Works as a case practitioner involved in managing the care, support and supervision of clients with greater autonomy Typically an advanced	**Practice stream:** Provides a professional service in field of expertise Typically a regional senior child protection practitioner **Management stream:**	**Practice stream:** Provides a highly specialised, professional service in field of expertise Typically a regional child protection principal practitioner **Management stream:**

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Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
	protection practitioners carrying out their statutory roles Typically a case practice support worker in regional child protection		case practitioner in regional child protection	Manages delivery of services to clients within a service delivery framework Typically a regional child protection team manager	A senior regional program manager with a significant impact on program management and delivery Typically a regional Area Manager (within a Child FIRST catchment)
				Practice stream: Provides a more specialised, professional service in field of expertise Typically a regional child protection practice leader **Management stream:** Typically a regional child protection team manager or deputy area manager operating at a higher level of autonomy within a region	**Practice stream:** Provides authoritative advice and leadership based on advanced expertise and regarded as a subject matter expert Typically a regional child protection principal practitioner **Management stream:** A senior regional program manager with a significant impact on program management and delivery Typically a regional child protection manager
Decision Making	All Employees exercise legal delegations and functions pursuant to the *Children, Youth and Families Act 2005 (Vic)* and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).				
Operational Service	**Practice stream:**	**Practice stream:**	**Practice stream:**	**Practice stream:**	**Practice stream:**

Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
Delivery	Works with clients in a range of settings Works under direction from supervisor Supervises client activities as defined by case plans	Works within a defined statutory framework Assesses the level of risk for clients and their families with close support from senior practitioners Responds to a variety of emerging client issues Participates in the development and review of case plans Consults with more senior case practitioners as needed	Plans and prioritises own work to achieve defined targets Assesses the level of risk for clients and their families with greater autonomy Makes applications to courts with greater autonomy Develops and manages case plans Supervises students and supports new child protection practitioners	Manages high risk cases Provides specialist professional supervision Provides advanced assessment and advisory services Provides leadership to practitioners in relation to high risk cases and challenging issues **Management stream:** Manages program activities and sensitive or high risk issues Manages a team of practitioners Undertakes case planning Manages the work organisation, resources and outputs for the team	Manages the most high risk and high profile cases including negotiating for cross agency service delivery Provides highly specialist services or expert advice on child protection service delivery Routinely advises senior stakeholders on child protection issues and solutions Develops briefs on highly complex practice issues Undertakes case planning appeals as required **Management stream:** Manages a regional child protection service with increased budget, Employee and agency responsibilities Responsible for implementation of endorsed strategic policy within the region
				VR 2	**VR 2**

Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
				Practice stream: Manages sensitive, high risk cases Provides specialist professional supervision, education and advice including leadership and guidance to other specialists in the field Undertakes quality audits Monitors professional child protection standards within the region **Management stream**: Manages program activities and sensitive or high risk issues with a higher degree of autonomy in a region Manages a team of practitioners with a higher degree of autonomy in a region Undertakes case planning Manages the work organisation, resources and outputs for the team	**Practice stream:** Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise Provides complex or specialised service delivery models Undertakes case planning appeals as required **Management stream**: Manages a range of strategic statutory functions, each with significant budget, Employee responsibilities or strategic importance Integrates child protection service delivery with the other statutory services provided in the region Manages major projects for the region

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Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
				Assist in managing a child protection area	Undertakes case planning appeals as required
Accountability and Frameworks	Provides direct client support and supervision services Maintains accurate client records of a limited nature Decisions are based on the application and interpretation of well defined precedents, policies and standards Selects and applies a variety of well defined work practices and techniques common to the work area Refers complex problems to case practitioners for resolution	Responsible for monitoring and implementing case plans, and protective orders Recommends appropriate interventions Selects from a variety of techniques, systems, methods or procedures Briefs case support practitioners as appropriate Mentors case aides and less experienced case practitioners Provides advice relating to individual case plans to peers, internal and external stakeholders Provides recommendations on intervention strategies and client service delivery	Coordinates case management services Provides well developed recommendations on intervention strategies and client service delivery Makes decisions on intervention strategies and client service delivery Contributes to program development Assesses effectiveness of service delivery Provides mentoring and live supervision to practitioners	**VR1** The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply **VR2** The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR1** The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply **VR2** The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
Innovation and Originality	**VR 1** Judgment is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Exercises professional judgment Recommends improvement to case management systems and practices Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions	Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks Explores new ideas to improve program delivery	**VR 1** The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 1** The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
				VR 2 The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 2** The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Communication	**VR 1** Communicates effectively with clients, and their families, guardians or caregivers Prepares case notes for consideration of others and routine	Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians Uses well developed negotiation skills in pursuit of coordinated client services	Provides professional advice and opinions to professionals of other disciplines Leads or participates in case conferences with other professionals Prepares correspondence, drafts submissions and	**VR 1** The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 1** The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

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Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
	correspondence as required Prepares a range of routine correspondence to support statutory service delivery	Liaises with other service providers Prepares client assessments, case notes and plans, and correspondence at a more advanced level Prepares client reports for court Provides specialised advice and information to other professionals	briefings for highly complex cases Reviews case files, court reports and recommends changes to current work practices	**VR 2** The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 2** The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Knowledge and proficiency	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area Indicates a willingness to undertake appropriate studies and training in the child and family welfare field	Applies theoretical knowledge and concepts to risk assessment and service provision Applies understanding of legislation, standards, techniques and practices and current trends and approaches to service provision Exercises the analytical skills and expertise of an established professional Understands contemporary research	Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility Applies knowledge and expertise to complex and difficult cases and situations Identifies and applies appropriate research when formulating appropriate interventions Applies knowledge to identify gaps in case	**VR 1** The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 1** The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
				VR 2 The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	**VR 2** The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

Table 95.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream (CPP) – Classifications and Standard Descriptors					
	Grade 2	**Grade 3**	**Grade 4**	**Grade 5**	**Grade 6**
		and developments in the field	assessments prepared by others		

Part 5 Secure Care Services Programs

24. Application

In addition to the applicable clauses in **Part 2** of this Appendix**, Part 5** of this Appendix applies to Children Youth and Families Employees employed within the Secure Care Services Programs at Ascot Vale and Maribyrnong under the Children Youth and Families Stream of the Child Protection Practitioner Structure.

25. Overtime

Notwithstanding **clause 46** of **Section I** of this Agreement (Overtime), Children, Youth and Families Employees who are employed within Secure Care Services Programs at Ascot Vale and Maribyrnong whose normal rostered shift hours of duty are in excess of 76 hours per fortnight will receive time in lieu on an hour for hour basis for those additional rostered shift hours beyond 76 hours per fortnight.

26. Shift Allowances – Secure Care Services

26.1 This clauses overrides, to the extent of any inconsistency, **clause 43.2(b)**, **Section I** of this Agreement.

26.2 Shift Allowances – Friday, Saturday and Sundays

(a) The Employer will pay a CYF classified Shift Worker at Secure Care Services, who is rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75 per cent of the ordinary hourly rate for each hour of ordinary duty performed other than for Night Shift.

(b) The Employer will pay a CYF classified Shift Worker at Secure Care Services who is rostered on a Night Shift commencing on or after 8:00 pm and before 6:00 am on a Friday, Saturday or Sunday, excluding a Public Holiday, an allowance of 85 per cent of the ordinary hourly rate for each hour of ordinary duty performed.

26.3 Night Shift Allowance – Monday to Thursday

(a) Where an Employee, including a part-time Employee, who is CYF classified Shift Worker at Secure Care Services is required to perform shift work on a night shift commencing on or after 8:00 pm and before 6:00 am on any day Monday to Thursday inclusive (except a public holiday) shall receive either:

(i) a night shift allowance at the rate of 20 per cent of the appropriate hourly rate for each hour of duty shall apply as per the allowance specified at **clause 43.2(a)**, **Section I** of this Agreement (Shift Work), or

(ii) a night shift allowance at the rate of 35 per cent of the appropriate ordinary hourly rate for each hour of duty shall apply in lieu of the 30 per cent allowance specified at **clause 43.2(b)**, **Section I** of this Agreement (Shift Work) for night shift worked continuously for a period exceeding four weeks.

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26.4 Summary table of Shift Allowances

The table below summarises the applicable shift allowances for CYF classified Shift Workers at Secure Care Services:

Table 96: Summary Table of Shift Allowances for Secure Care Services

Shift	Period	Allowance	Overall rate
Rotating shifts			
Afternoon shift - Monday to Friday – Full-time employee or part-time employee working the equivalent of a full-time shift	Commence on or after 10:00am and before 8:00pm	15%	115%
Night shift - Monday to Thursday – Full-time employee or part-time employee working the equivalent of a full-time shift	Commence on or after 8:00pm and before 6:00am, or • commence prior to 8:00pm and finishes on or after 6:00am, or • the majority of the period of duty is worked after 10:00pm and before 6:00am	20%	120%
Afternoon Shift - Monday to Friday – For a part=-time employee working less than a full-time shift	Commence on or after 6:00pm and before 10:00pm	15%	115%
Night shift – Monday to Thursday -For a part-time employee working less than a full-time shift	Commence on or after 10:00pm and before 8.00am	20%	120%
Saturday and Sunday other than Night Shift – for Full-	Commence on or after 6am and before 8pm	75%	175%

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Shift	Period	Allowance	Overall rate
time and part-time employees			
Night Shift – Friday, Saturday, Sunday – For Full-time and Part-time employees	Commence on or after 8pm and before 6am	85%	185%
Public Holiday	All hours on a Public Holiday	150% Or 50% plus one Day leave in lieu	250% Or 150% plus one day leave in lieu
Continuous Shifts			
Monday to Thursday -Afternoon or night	Commence before 8:00pm and work beyond 6:00am	30%	130%
Monday to Thursday -Afternoon or night	Falling wholly within the hours of 8:00pm and 6:00am	30%	130%
Monday to Thursday -Afternoon or night	Commence between 8:00pm and 12 midnight for shift of at least 8 hours	30%	130%
Monday to Thursday -Afternoon or night	commencing on or after 8:00 pm and before 6:00 am	35%	135%

27. Secure Care Services Practice Principles

27.1 The Parties jointly commit to continue to work together in an endeavour to improve rostering arrangements to better meet client and Employee requirements.

28. Employee Development

Where Employees have been approved and required to attend training courses, and subject to 14 days/adequate notice, attendance will be facilitated through flexible roster arrangements.

29. Secure Care Services Consultative Committee

29.1 The parties agree to establish a Secure Care Services Consultative Committee (SCSCC) within six months of the Agreement being approved by the Fair Work Commission.

29.2 The SCSCC will comprise of representatives nominated by the CPSU and the Employer.

29.3 Noting that both parties are committed to working through these issues, with a genuine goal of reaching mutually acceptable outcomes, it is intended that the SCSCC established under this clause will be a forum for the constructive resolution of issues including:

(a) Issues affecting the Centre, Employees and clients;

(b) Training needs; and

(c) Consultative procedures.

29.4 Terms of Reference for the SCSCC will be developed and agreed to by both parties.

Part 6 Housing Programs

30. Housing Services Officer and Housing Customer Service Officer Structures

30.1 The Housing Services Officer Classification Structure, based on the VPS classification structure, provides for the following:

(a) Alignment with VPS salary and progression steps/amounts;

(b) Housing Services Officer and Housing Customer Services Officers work value descriptors (**Part 7** of this Appendix);

(c) Continuation of the Housing Customer Services Officer classification for Employees of the Office of Housing Maintenance Call Centre; and

(d) Field Services Officers to be classified under the VPS classification structure.

30.2 The Employer will provide Housing Customer Services Officers (HCSO) that possess a Certificate III in Business Administration or with a qualification recognised as an equivalent qualification by the Department, with a minimum salary level, set at VPS Grade 2.1.4, as prescribed in Schedule C.

30.3 The Employer will provide Housing Customer Services Officers (HCSO) that possess a Certificate IV in Business Administration or with a qualification recognised as an equivalent qualification by the department, with a minimum salary level, set at VPS Grade 2.2.1, as prescribed in **Schedule C**.

30.4 The Housing Services Officer (HSO) and Housing Customer Services Officer (HCSO) Structures are set out in **Table 97** and **98** below. The salaries referred to in this table are referenced against the VPS Structure set out in **Schedule C**.

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Table 97: Housing Services Officer Structure

Housing Services Structure	VPS Grade Alignment
Housing Services Officer 1	VPS salary point 2.2
Housing Services Officer 2 Value Range 1	VPS salary point 3.1
Housing Services Officer 2 Value Range 2	VPS salary point 3.2
Housing Services Officer 3	VPS Grade 4

- **Note**: The barrier between a Housing Officer 2 Value Range 1 and Housing Officer 2 Value Range 2 is a soft barrier.

Table 98: Housing Customer Services Officer Structure

Housing Customer Services Structure	Minimum VPS Grade Alignment
Housing Customer Services Officer	VPS salary point 2.1
Senior Housing Customer Services Officer	VPS salary point3.1

30.5 Following the commencement of this Agreement:

(a) the Department will create roles classified as Senior Housing Customer Services Officer and will fill these roles by open merit recruitment processes; and

(b) Employees who are employed as Housing Customer Services Officer 1 and Housing Customer Services Officer 2 under the previous *Victorian Public Service Enterprise Agreement 2020* will become classified as Housing Customer Services Officer as per this Agreement and will retain their existing VPS Grade Alignment paypoint; and

(c) Employees who are employed as a Housing Customer Services Officer or a Senior Housing Customer Services Officer will progress through the relevant VPS salary points to their classification in accordance with **clause 31** of the Agreement.

31. Stand-By/Recall Allowances for Housing Services Employees

31.1 A Housing Services Employee who is required by the Employer to perform stand-by/recall must be contactable by telephone and be available to be recalled to work immediately as a result of an emergency. The Stand-by rates are paid in accordance with **clause 39.5(e), Section I** of this Agreement (Stand-by/Recall Allowance).

31.2 Where these arrangements were not previously negotiated with the Employee, the Employee must be paid an allowance as follows:

(a) Emergency Recall

An Employee must be paid an allowance specified below per hour when required to be available for immediate recall to duty:

Table 99: Emergency Recall - Housing Services Employees (DFFH)

Date of effect	Per hour
1 May 2024	$10.25
1 May 2025	$10.55
1 May 2026	$10.85
1 May 2027	$11.20

(b) The allowance paid in **clause 31.2(a)** is in addition to the Employee's ordinary hourly rate of pay and any overtime payments under **clause 46**, **Section I** of this Agreement (Overtime) for the hours work during the Emergency Recall.

31.3 Following a period of Emergency Recall the Employee will be released from duty until the completion of a ten hour break in accordance with **clause 46.1**, **Section I** of this Agreement (Rest period between periods of duty).

31.4 Any Housing programs Employee is able to participate in the stand-by roster.

32. Call Centres – Housing and Community Building Maintenance Call Centres

32.1 Housing Call Centre Operation

(a) HCC Work Environment

(i) HCC Employees will be provided with eye, ear, and voice tests paid for by the Employer.

(ii) The Employer will ensure that the HCC is fitted out to an appropriate Australian Standard concerning acoustic controls to reduce noise.

(b) Work Organisation

(i) Work will be arranged within the HCC to ensure that Employees are provided with enough flexibility in their routine so that they can follow up customer service issues adequately.

(ii) Guidelines will be negotiated between the Employer, Employees and the CPSU to ensure that the needs of quality customer service, Employee job satisfaction, and operational requirements are balanced.

(iii) Appropriate call volume targets will be established.

(iv) A guiding principle for communication is the acknowledgment that Employees' experience and ideas add value to the quality of service the HCC can deliver.

(v) All HCC team members will be given the opportunity to participate in team meetings on a regular basis. HCC Employees will be given adequate time to familiarise themselves with policy updates.

(vi) Regular rest breaks away from the telephone will be provided with work organised so that HCC Employees will not operate phones for at least 5 minutes per hour.

(c) Call monitoring

(i) Call monitoring will be used as a coaching and development tool.

(ii) Call monitoring will not be an indicator of Employee performance assessment, unless otherwise agreed between Employees, the CPSU and the Employer (HCC).

(iii) Employees will be given reasonable notice if their calls are being monitored and over what period of time.

(d) Call recording

(i) The use of call recording for Employee performance assessment will not occur without prior Agreement between the Employee, their union (the CPSU), clients, and the Employer (HCC). The HCC will record calls for use in service improvements and to clarify issues of dispute, which may occur relating to the service provided.

(ii) Call recording is not primarily intended for disciplinary and other disputes. If a manager or supervisor considers it warranted as part of a standard managing improvement process they must give the Employee advanced notice and provide fair and reasonable access to the relevant records for the Employee, and where the Employee chooses their representative.

(e) Training and development

(i) Vocational training appropriate to the HCC will be provided to all Employees.

(ii) Housing Call Centre employees who desire to undertake a Certificate III and/or IV in Business Administration or any other Certificate or Diploma relevant to working at the Housing Call Centre will be provided with opportunity and study leave to undertake this qualification as per Departmental policy and procedure. Access to this support and opportunity will not be unreasonably refused.

32.2 Terms and Conditions of Employment

Specific arrangements applying to the operations of the HCC are as follows:

(a) Housing Customer Services Officer

Housing Customer Services Officer (HCSO) is classified in accordance with **clause 34** of this Appendix.

(b) Performance assessment

(i) HCC Employees' performance will be subject to assessment in accordance with the Employer's progression, performance and development (PPD) system.

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(ii) PPD plans will be agreed with Employees that are relevant to the HCC.

(c) Roster Arrangements

(i) HCC shift rosters will be determined for a period of 14 calendar days in advance. Shift rosters will be issued to all HCC Employees at least 14 days prior to the commencement of such rosters. Each roster will indicate the starting and finishing time of each shift.

(ii) A minimum of 2 Operators shall be on duty during each shift.

(iii) Roster Changes will be made in accordance with **clause 12, Section I** of this Agreement.

33. Housing Consultative Group

33.1 A joint CPSU/DFFH Working Party was established under Appendix 4, Clause 30 of the *Victorian Public Service Enterprise Agreement 2020* to review and provide recommendations on the appropriate working arrangements for Housing Services Officers, Field Services Officers, Team Leaders, Managers and Housing Call Centre employees. The Housing Working Party agreed on the appropriate classification for the following positions:

Table 100: Housing positions and VPS Grade alignment outcomes from previous Agreement

Housing Position	VPS Grade Alignment
Field Services Officer	VPS salary point 4
Team Leader	VPS salary point 5.1
Housing Services Manager	VPS salary point 6.1

33.2 The parties agree to establish a Housing Consultative Group (HCG) within six months of the Agreement being approved by the Fair Work Commission.

33.3 The HCG will comprise of representatives nominated by the CPSU and the Employer. The Employer's representatives will comprise of management representatives from Housing, the Housing Call Centre, Housing Managers and a representative from People and Culture.

33.4 The HCG is a standing consultative committee that reviews and provide recommendations on the appropriate working arrangements for the following cohorts of employees:

(a) Housing Services Officers;

(b) Field Services Officers;

(c) Team Leaders and Managers;

(d) Housing Call Centre Employees; and

(e) Any other relevant Housing Employee.

33.5 The HCG will consider the following matters as standing items for discussion when making their recommendations:

(a) the housing operating model; and

(b) workload.

33.6 For the HCG to make effective recommendations, the department will commission a detailed report into the workload of Housing employees to be provided to the HCG and CPSU. The report will:

(a) consider the impact that Housing Services Officer patch sizes, demand for services and client complexity has had on workload, the provision of quality public housing services and revenue/expenditure of the housing program;

(b) include a comparison between Victorian and other State, Territory and Federal housing services provided, including consideration of renter demographics, the age of the asset portfolio, established supporting infrastructure and the breadth/continuum of services delivered by housing employees;

(c) analyse all functions and responsibilities of Housing staff and the time required to complete tasks;

(d) be done in consultation with the HCG and CPSU; and

(e) be completed within twelve (12) months of the commencement of the Agreement.

33.7 There is an expectation that representatives of the Workload Review Panels will submit quarterly progress reports for review to the HCG for monitoring of effectiveness, consideration and advice.

33.8 Consideration will be given to the timing of implementation of any of the recommendations of the HCG.

33.9 Detailed Terms of Reference for the HCG will be developed and agreed to by both parties.

33.10 To remove any doubt, should the parties be unable to agree on the effectiveness of initiatives aimed at addressing workload concerns, including the Workload Review Panels, either party may raise a dispute under **clause 13** (Resolution of Disputes) of this Agreement.

Part 7 Housing Officer / Housing Customer Service Officer – Classification Descriptors

34. Housing Officer / Housing Customer Service Officer – Classification Descriptors

The housing role is to provide needs-based housing assistance, sustain tenancies, manage rental accounts and undertake inspections in relation to responsive and vacated maintenance.

The key tasks include:

- Interviewing clients and providing advice on all housing options, including public housing, waiting times and making referrals as necessary;
- Providing assistance through the Bond scheme;
- Assessing applications for the Victorian Housing Register;
- Providing clients with appropriate housing assistance;
- Matching applicants to appropriate properties;
- Undertakes the full range of tenancy management activities and representing the Department at VCAT on issues concerning breaches of tenancy;
- Conducting home visits of clients as required by policy;
- Assessing tenants applications for rebated rent;
- Acting as the Superintendent's representative under the Schedule of rates and raising works orders;
- Fosters an awareness of community building and sustainability;
- Participate in community forums as the departmental representative under direction;
- Identifying client specific needs in relation to accommodation requirements and make appropriate referrals; and
- Undertake risk assessments and make related referrals where clients may have specific needs placing their housing at risk.

Table 101: Housing Officer / Housing Customer Services Officer – Classification Descriptors

Table 101.1: Housing Officer			
HSO level 1	**HSO level 2**		**HSO level 3**
A trainee Housing Services Officer with limited practical expertise or a worker in the housing call centre in a housing service officer type role. After 12 months and having demonstrated Competence to the required level, the trainee will be advanced to HSO level 2. Works within a well-defined environment under close supervision.	Fully competent across the assigned housing functions and applies well-developed skills in all areas. May be required to be a local reference point in processes and procedures for less experienced staff. Works in an environment under general supervision		A highly skilled housing worker who uses their expertise and knowledge to resolve complex and challenging problems associated with client needs and housing tenancies. May be required to coach, mentor and guide others. Works in an environment with limited direction
In a housing office in a training environment under close supervision: 1. Provides routine housing information to clients; 2. Registers documents, maintains records and inputs data accurately; 3. Assesses and registers housing, early housing and bond loan applications and refers to HSO 2 and 3 for approval; 4. Shadows HSO 2 and 3 in client interviews to assess client's needs, match them to properties and provide advice on their options. 5. Prepares documents from housing records for VCAT and shadows HSO 2 and 3 at VCAT.	Assesses client's needs and provides advice on housing options from a range of established policy, procedures and standards (2.2f) Prepares routine cases with well established procedures and represents the Department at VCAT (2.2a, 2.2f). Applies early intervention strategies to sustain tenancies. Uses persuasion skills in dealing with clients and stakeholders on all housing matters (2.2b). Determining eligibility for housing assistance and selects appropriate options (2.2f).	Exercises professional judgement, and expertise when providing advice to resolve complex housing issues (3.1f, 3.1a) Advocates and prepares more complex cases and represents the Department at VCAT in cases where established precedents apply. Identifies early intervention strategies to sustain tenancies (3.1f). Researches and prepares briefs recommending local operational service delivery quality improvements (3.1d).	Initiate and facilitate case conferences for clients which may include cross Department and agency collaboration (3.2c, 3.2f) Reviewing and recommending strategies for early intervention involving clients with challenging problems, including the use of risk assessment tools and frameworks Applies understanding of interrelationships between stakeholders and/or other work units to influence improved housing outcomes and policy. Plan, lead and facilitate consultative processes associated with community building and social landlord responsibilities. Coordinates responses to emergencies and crises in conjunction with the responsible housing officer.

Table 101.1: Housing Officer			
HSO level 1	**HSO level 2**		**HSO level 3**
6. Administers debt management cases. 7. Refers clients to a range of external service providers. 8. Undertakes supervised home visits.			Prepares detailed reports and briefs requiring in depth factual analysis. Supports, advocates and recommends strategies to represent Housing at VCAT and with other agencies and departments. Plans and conducts aspects of complex local housing service delivery projects within defined parameters (3.2d). Identifies and analyses information from a variety of sources so as to contribute to community building.

Table 101.2: Housing Customer Services Officer		
Housing Call Centre	**HCSO**	**Senior HCSO**
The housing call centre provides the key point of access and contact for housing tenants and housing contractors. The key tasks in the Housing Call Centre include: Answering and correctly referring client and contractor queries; Processing contractor payments; Administrative functions related to the raising of work orders; Contractor memos and internal tracking systems; Taking part in basic transactional project delivery tasks for other business units. Processing applications to the Victorian Housing Register and assessing Bond Loan applications.	A HCSO is competent across assigned housing functions not limited to basic Housing Call Centre Operations and the Victorian Housing Register. They deal with a range of situations and act as a local reference point in operational processes and procedures.	A Senior HCSO is a highly skilled worker who uses their expertise and knowledge to respond to more complex situations, problem solving and decision making associated with the HCSO roles. Will be required to coach, mentor and guide others. Work in consultation with the Team Leaders.
	• • Provides high quality service in relation to routine housing information; • Assesses client queries for housing services and makes decisions from a range of established policy, procedures and legislative requirements. • Completes a range of administrative functions supporting client queries and contractor claims which includes reviewing and processing contractor invoice claims for payment; • Contributes to operational service delivery and quality improvements.	• • Assesses complex client queries for housing services and makes decisions from a range of established policy, procedures and legislative requirements. • Acts as a superintendent representative. • Exercises financial delegation when raising and authorizing works to head contractors. • Support and coach staff and relevant stakeholders within the HCSO teams. • Assist HCSO's with their daily tasks and developmental needs.

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Table 101.2: Housing Customer Services Officer		
Housing Call Centre	**HCSO**	**Senior HCSO**
	• Exercises financial delegation when raising and authorising works to head contractors. • Acts as superintendent representative. • Identifies and develops options to deliver on evolving organisational priorities; • Proficient in use of software and technical equipment and actions; • Understands and applies theoretical principals under supervision to achieve defined outcomes; • Participates in routine investigations under direction and provides evidence as required.	• Manage and maintain relevant team portfolio in consultation with the Team Leader. • Represent the HCC in a positive, constructive manner contributing to, and supporting, a positive workplace culture. • Interprets and applies policies, drafts simple policies using researched skills and consults with stakeholders to provide feedback on a draft policy.

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Part 8 Emergency Management

35. Emergency Management Consultative Committee

35.1 The parties agree to establish an Emergency Management Consultative Committee (EMCC) within six months of the Agreement being approved by the Fair Work Commission.

35.2 The EMCC will comprise of representatives nominated by the CPSU and the Employer. The Employer's representatives will comprise of management representatives from the division responsible for emergency management (or its successors) and a representative from People and Culture.

35.3 Noting that both parties are committed to working through issues, with a genuine goal of reaching mutually acceptable outcomes, it is intended that the EMCC established under this clause will be a forum for the constructive resolution of issues including, but not limited to systemic and/or thematic industrial issues arising in Emergency Management, including rosters and other working conditions.

35.4 Detailed Terms of Reference for the EMCC will be developed and agreed to by both parties.

36. Clothing and Equipment for Emergency Management Employees

36.1 Employees employed by divisions of the department responsible for emergency management (or their successors) will be provided with the following clothing and equipment at a minimum:

(a) Victorian Government branded jacket;

(b) Victorian Government branded polo shirt;

(c) Tabards and brassards;

(d) Log books; and

(e) Laptop and mobile phone (if required for the role).

36.2 In addition to the above, Employees will be provided with the following clothing and equipment if the Employee is directed to work in a community setting that is not an existing office or emergency management centre:

(a) Alcohol wipes;

(b) Sanitiser;

(c) Sunscreen;

(d) Torch and battery;

(e) Beanie;

(f) Medical gloves;

(g) Insect repellent;

(h) Pens;

(i) Surgical masks; and

(j) Gloves.

36.3 The Department commits that the above clothing and equipment will be fit for purpose and will be replaced if the clothing and equipment does not remain fit for purpose.

Appendix 5 Department of Health

Part 1 General

1. Shift Allowances – Saturday and Sundays

In the Department of Health, the Employer will pay a Shift Worker who is rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75 per cent of the ordinary hourly rate for each hour of ordinary duty performed.

2. Time Recording

Employees, who are required to, will record the hours worked in the manner and form determined by the Employer. This provision shall not be used to avoid an obligation, where it exists, to pay the relevant overtime payments under **clause 46, Section I** of this Agreement (Overtime).

3. Leave at Half Pay

The Employee may apply for annual leave, personal leave, parental leave, compassionate leave or long service leave at half pay. Employer approval for such leave arrangements will be subject to capacity to maintain workplace activities in the Employee's absence. Any public holiday that falls during a period of leave on half pay will be paid at full pay.

Part 2 Senior Medical Officers

4. Vehicle

A Senior Medical Advisor has the option to allocate part of their salary to obtain the use of a Government vehicle for private purposes at rates equivalent to those charged under Executive Officer contracts as published from time to time by the Victorian Public Sector Commission.

5. On-Call Duty Requirement

5.1 Senior Medical Advisors must be contactable and available outside the normal hours of duty to respond to urgent program issues.

5.2 A Senior Medical Advisor whose role is listed in this clause and who is available outside the ordinary hours of duty to respond to program service delivery needs will be entitled to one week of annual leave for any period of 12 months service, in addition to any other annual leave entitlements under **clause 50**, **Section I** of this Agreement (Annual Leave).

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(a) A practitioner in Mental Health Services, other than a Medical Officer, Senior Medical Officer and Registrar who is available outside the ordinary hours of duty to respond to clinical service delivery needs or to satisfy the statutory requirements of the *Mental Health Act 1986*.

5.3 Senior Medical Advisors may be required to remain on duty where the program, patient or client needs require, notwithstanding conferences or the expiration of normal hours.

6. Special Leave

The Senior Medical Advisor is eligible to be granted special leave with pay for up to two weeks per year to attend conferences and/or undertake research approved by the Employer as relevant to their career in the public service. This leave eligibility is cumulative for a period of up to five years. Leave not taken within five years of accrual is forfeited.

Subject to prior approval by the Employer, reasonable costs associated with necessary travel and other expenses associated with study or attendance at conferences will be reimbursed upon presentation of receipts (tax invoices).

7. Private Practice

Subject to approval by the Employer, a Senior Medical Advisor may be accorded reasonable unpaid leave during working hours to undertake private practice in medicine provided that there is no conflict of interest with their departmental appointment.

Appendix 6 Department of Energy, Environment and Climate Action

Part 1 Emergency Work

1. Emergency Work

1.1 The terms of this **Part 1** apply in the circumstances of:

(a) response to a bushfire, or

(b) deployment to readiness for a bushfire, or

(c) planned burning when the status is Ignition Authorised, Ignition or Under Control 1, or

(d) response to an emergency where the Australian Integrated Incident Management System (AIIMS) or the Biosecurity Incident Management System (BIMS) incident control system is used to manage the incident, or

(e) where urgent action is required to meet DEECA's emergency management responsibilities described in the State Emergency Management Plan (SEMP), or

(f) deployment to readiness for other emergency as directed by Duty Officer, or

(g) other emergency as defined in the *Emergency Management Act 2013* or as designated by the Employer.

In these circumstances the terms of this clause will prevail to the extent of any difference over other provisions of **Section I**.

1.2 For clarification,

(a) these emergency provisions will apply when an Employee is directed to perform emergency related work by the designated Duty Officer or Agency Commander and are advised they have been placed in readiness as distinct from their ordinary duties reporting through their business as usual supervisor.

(b) The conditions of this appendix also apply to specific circumstances where Employees are deployed/requested by the designated Duty Officer or Burns Controller, to undertake duties outside of their normal duties in a role equivalent to an IMT role arranging Resources or Logistics to support planned burning, within 48 hours prior to commencement of planned burns.

1.3 All Employees, including part-time Employees, are encouraged and will be actively supported to take on a fire and emergency management role. Wherever possible, the department will implement fire and emergency management rosters that accommodate flexible work arrangements and will afford part-time Employees the same opportunities

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as full-time Employees with regarding access to training and other professional development activities.

1.4 Employees will be provided with appropriate safety clothing, footwear and equipment according to departmental issue schedules, and will maintain these items and wear such items as required.

1.5 When camped, the Employer will provide adequate sleeping, ablution and messing facilities.

1.6 When deployed to an emergency the Employer will provide equipment, Personal Protective Equipment and Personal Protective Clothing which is fit for purpose for that emergency type.

1.7 DEECA commits to conducting a review of the impacts of smoke on the health of firefighters in a bushfire context by 31 December 2025. The review is to be conducted by an agreed independent expert in the field.

1.8 DEECA will provide, when operationally feasible, toilet facilities at, or in proximity to, work areas at bushfires and planned burns. All reasonable attempts will be made to provide these facilities from Ignition Status for planned burns and within 48 hours of Employees being deployed to the bushfire.

1.9 DEECA will undertake a full review of all Forest Fire Management uniforms to identify, design and procure uniforms including personal protective equipment. The Union will be invited to participate in this review process and all reasonable attempts will be made to complete the review by 30 June 2026.

1.10 DEECA commits to inviting a Union delegate to participate in the review of the Fit for Emergency medical review process including the contract review to take place in April 2025.

1.11 DEECA places a high priority on mental health and wellbeing and takes its statutory duties seriously. DEECA provides a range of mental health and wellbeing supports and interventions, working to a principle that a range of different services need to be provided so that individuals can choose if, when and how they want to use those services, and knowing that different formats suit different people at different times.

2. Retention of classification

An Employee will retain the classification upon which they were employed immediately prior to the outbreak of an emergency, provided that the Employer may for the purpose and during any period of emergency work operations specifically assign an Employee to another classification for which a higher wage rate is prescribed in which case appropriate payment will be made.

3. Fit for Emergency

3.1 Employees will be required to undertake a medical and fitness test relevant to their emergency role to ensure they are medically cleared and fit to safely perform the role.

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3.2 During an Employee's ordinary hours of work, for emergency roles that require a fitness assessment and where business operations allow, the Employer will provide paid time release of 120 minutes per week for all medically cleared Employees for the purpose of achieving and maintaining required fitness levels. Unused time release will not accrue from week to week. Employees are expected to match the 120 minutes with training during non-working hours.

3.3 Employees utilising paid time release under **clause 3.2** will be provided with up to 60 minutes paid time release per week for the express purpose of showering, changing and traveling to and from a training location if required. Unused time release will not accrue.

3.4 Paid time release is not available whilst deployed at an emergency event or planned burn, or if any other type of leave is taken during that day.

4. Normal hours of work

The weekly total of hours paid at ordinary time will not exceed 38 per week to be worked in accordance with the normal accrual provisions.

5. Work period

5.1 The minimum work period can be a combination of normal and emergency duties.

5.2 The minimum work period on a normal Monday to Friday excluding Public Holidays will be 7.6 hours per day, except as provided by **clauses 11** and **12** of this Appendix.

5.3 The minimum work period at on Saturday, Sunday or Public Holiday commenced from an employee's normal location will be 3 hours per day, except as provided by **clauses 6.7**, **11** and **12** of this Appendix.

5.4 The minimum work period for any Employee who is accommodated away from their normal location, for each day between overnight accommodation will be 7.6 hours per day Monday to Sunday. For clarification, the minimum work period for travel to or from deployment is as provided in **clauses 5.2** or **5.3** of this Appendix**.**

6. Rest period

6.1 For any shift up to 16 hours in length an Employee will receive a minimum rest period of at least 10 continuous hours between successive work periods.

6.2 Despite **clause 6.1**, in critical emergency circumstances an Employee must not commence a new work period without having had 10 continuous hours off duty unless directed by the Employer and then only in exceptional circumstances that an emergency threatens to endanger the safety or health of any person or critical infrastructure in Victoria.

6.3 If an Employee is directed by the Employer and a rest period has been of fewer than 10 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until they are released from duty at the conclusion of that work period.

6.4 For any shift between 16 and 24 hours in length a minimum rest period of 12 continuous hours is required between successive work periods.

6.5 For any shift exceeding 24 hours in length a minimum rest period of 22 continuous hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day. This is to allow one full night of sleep.

6.6 Where the emergency arrangements require a weekly Employee to have a rest period which exceeds sixteen (16) hours, the Employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.

6.7 Where an Employee, who is scheduled for a rest break but for operational reasons is required to be accommodated away from their normal location on a Saturday, Sunday or public holiday, the Employee will be paid for a minimum of 7.6 hours for each day they remain away from their normal location at the appropriate rates.

6.8 Where an Employee is deployed for the purpose of a biosecurity response, prior to the resumption of normal duties, the Employer will offer the Employee a full debriefing and post event counselling.

7. Meal interval

Meal intervals during the circumstances listed in **clause 1** will not exceed 30 minutes and will be counted as time worked.

8. Monday to Friday payment

8.1 All time worked on any Monday to Friday (including time worked prior to emergency work) will be paid for at the rate of ordinary time for the first 7.6 hours and at the rate of time and one half for the next 2 hours, and at the rate of double time thereafter. Provided that:

(a) the wage rate will revert to ordinary time when the Employee has received a rest period of 10 hours; and

(b) when penalty rates are being paid, and a work period extends beyond midnight, such penalty rates will continue until the end of the work period.

9. Saturday work

Except where the provisions of **clause 8.1(b)** apply, all time worked by an Employee on a Saturday will be paid for at the rate of time and one half for the first two hours and at double time thereafter.

10. Sunday and Public Holiday work

All time worked by an Employee on a Sunday will be paid for at double the ordinary prescribed rate and for all time worked on a Public Holiday at two and one half times the ordinary prescribed rate.

11. Stand-by

11.1 Stand-by will mean all time during which an Employee is required to remain available for an immediate recall to work.

11.2 An Employee on stand-by will be available either at their home or at such other place as is mutually agreed with the Employer or, contactable by telephone and available for immediate response to the emergency as is agreed by the Employer.

11.3 From 1 May 2024 stand-by payment will be calculated on the basis of $20.70 per hour. Such amount will be rounded to the nearest 5 cents. Thereafter the allowances ill be as follows:

Table 102: Stand-by – Emergency Work (DEECA)

Date of effect	Per hour
1 May 2024	$20.70
1 May 2025	$21.30
1 May 2026	$21.95
1 May 2027	$22.60

11.4 Rostered stand-by for Employees on Saturdays, Sundays and Public Holidays will mean a continuous eight-hour period within a 24-hour period.

11.5 An Employee who is rostered or otherwise placed on stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by payment for each day so rostered, or placed on stand-by.

11.6 Unless notified a minimum of 24 hours prior to stand-by commencing, the default stand-by hours for Saturdays, Sundays or Public Holidays will be 10.00am to 6.00pm. Such notification shall occur for each individual instance, day or weekend varied.

11.7 An Employee that is notified by the end of normal duty, or 5:00pm preceding a Saturday, Sunday or Public Holiday, that rostered stand-by has been cancelled will be entitled to 4 hours stand-by for each day so rostered.

11.8 When rostered stand-by is cancelled after the end of normal duty, or after 5:00pm preceding a Saturday, Sunday or Public Holiday the employee will be entitled to 8 hours standby payment for each day so rostered.

11.9 Subject to emergency requirements, an Employee may be placed on stand-by for additional hours on any Saturday, Sunday or Public Holiday. Where stand-by is varied beyond eight hours it will continue to be paid at the rate specified in **clause 11.3**.

11.10 Subject to emergency requirements, the Employer may, on any normal week day, place an Employee on stand-by at the cessation of the normal working time for the day. Payment will be made from the normal time of cessation of work at the rate as provided in **clause 11.3**.

11.11 Where an Employee is called upon to perform work subject to the conditions in **clause 1** of this Appendix at any time they are on stand-by, they will be paid entitlements under **clause 13**, and cease to be paid stand-by rates at that time.

12. Duty Officer

12.1 Where an Employee is a designated Duty Officer on stand-by and is required to be the primary contact for initiating the response to an incident and manage the preparedness in relation to potential emergency incidents, or is a designated Agency Commander, Regional Controller or other role as determined by the Employer (as defined in **clause 23.4**) and is required to be available for contact for work relating to those roles, that Employee while performing this function will be paid the relevant rate as follows:

(a) The day rate (weekend/public holiday) of Duty Officer stand-by covers the period 10.00am to 6.00pm and will be as follows:

Table 103: Duty Officer – Stand-by – Day rate (DEECA)

Date of effect	Per hour
1 May 2024	$30.20
1 May 2025	$31.10
1 May 2026	$32.05
1 May 2027	$33.00

(b) If the Duty Officer is recalled to perform work during the hours 10.00am to 6.00pm in accordance with **clause 13**, the Duty Officer will be paid overtime at appropriate penalty rates instead of the above hourly day rate.

(c) The night rate on normal weekdays of Duty Officer stand-by covers the period from end of normal duty to the commencement of normal duty on the following normal day or 10.00am of the following Saturday, Sunday or Public Holiday. The night rate on weekend days or Public Holidays covers the period from 6.00pm to 10.00am on weekend days or Public Holidays or commencement of normal duty and will be as follows:

Table 104: Duty Officer – Stand-by – Night Rate (DEECA)

Date of effect	Night rate (6pm – 10am)
1 May 2024	$136.35
1 May 2025	$140.45

Date of effect	Night rate (6pm – 10am)
1 May 2026	$144.65
1 May 2027	$149.00

(d) If the Duty Officer is recalled to perform work during the hours 6.00pm to 10.00am in accordance with **clause 13**, the Duty Officer will be paid overtime at appropriate penalty rates in addition to the night rate of Duty Officer stand-by.

(e) The above allowances are paid for being available to perform duty and will include initial limited response to any form of communication (example, text message, email, phone call, pager, radio call), as long as the subject of the communication does not require time worked beyond 15 minutes in any continuous period.

(f) Work after the initial limited 15-minute response will be remunerated as overtime and may include but is not limited to arranging staff in relation to extension of stand-by, for readiness, or deployment away from their normal location. The minimum overtime payment in **clause 13** does not apply. Overtime payments will be paid as worked.

(g) An employee who is required to undertake work to manage response to an Emergency in their area of responsibility is entitled to the minimum overtime payment in **clause 13**.

(h) An Employee conducting any Duty Officer role shall be paid Emergency Support Allowance for any normal work hours whilst conducting duties related to the duty role being filled.

(i) An employee conducting any Duty Officer role shall be paid Emergency Support Allowance for any work hours whilst directly responding to an Emergency, initiating response to an Emergency or when activated in a control centre.

13. Callout

13.1 An Employee recalled to perform work in or in connection with bushfire fighting or other emergency will be paid for a minimum for four (4) hours' work at the appropriate penalty rate each time they are so recalled. Provided that the Employee will not be required to work the full 4 hours if the job for which they are recalled is completed in a shorter period.

13.2 In addition to this initial four (4) hours, if work continues for more than this period, the Employee will be paid for the actual time worked, at appropriate penalty rates.

13.3 If an Employee is recalled to duty within 4 hours of ceasing a previous work period, then the total work period prior to re-commencement of work on the recall will be taken into account when calculating the hours of duty for the day, and also be used for the purposes of calculating fatigue and rest breaks.

13.4 Payments under **clause 13** will compensate an Employee for any time on stand-by within the 4 hour period should the Employee be released to stand-by prior to the end

of the 4 hour period. At the cessation of the 4 hour period employees will revert to the stand-by rate in **clause 11.3** for the remainder of any rostered or arranged stand-by period.

14. Shift Cancellation Payment

14.1 If a pre-arranged day shift for a Saturday, Sunday or Public Holiday is cancelled after the end of normal duty, or after 5.00pm proceeding a Saturday, Sunday or Public Holiday the Employee will be entitled to a shift cancellation payment. This payment includes the cancellation of a taskforce deployment and is made once for each planned taskforce deployment.

14.2 If a pre-arranged night shift for a Saturday, Sunday or Public Holiday is cancelled after 0800 on the date of the night shift commencement the Employee will be entitled to a shift cancellation payment.

Table 105: Shift Cancellation Payment (DEECA)

Date of effect	Per cancelled shift
1 May 2024	$100.00
1 May 2025	$103.00
1 May 2026	$106.10
1 May 2027	$109.30

15. Travelling time

15.1 All time spent by an Employee in proceeding to and from a bushfire or other emergency at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the Employer's depot, camp or normal pick-up place in the home district provided that:

(a) An Employee deployed to a fire sector (as defined) or other emergency location, travelling directly to or from that fire sector or other emergency location, will have that travelling time included as emergency time for the purposes of **clauses 8** and **19** or **20**.

(b) Time spent travelling to or from a distant depot, camp, office or staging point (from where an Employee will receive deployment instructions) will count as time worked, however it will not attract payments under **clause 19** or **20** or **5.4**

16. Resumption of normal duties

16.1 An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.

16.2 Each Employee who has been engaged on emergency work will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.

16.3 Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.

16.4 Provided further that this provision will not apply with respect to any emergency work commenced and completed between the hours of 7.00am and 5.00pm on the same day.

16.5 Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.

16.6 The emergency response provisions of this Appendix cease to apply when, as determined by the Employer, emergency work becomes of a routine nature and integrated with normal daily operations.

(a) In the case of a bushfire, this would occur only after an emergency has reached at least "Under Control 2" bushfire status as defined in **clause 23.9(f)**

(b) In the case of Planned Burning, this would occur only after the Planned Burn has reached at least "Under Control 2" status as defined in **clause 23.9(g)**.

(c) In the case of Non-Fire Emergencies, these provisions cease to apply when released from the Emergency Shift or when, as determined by the Employer, emergency work becomes of a routine nature and integrated with normal daily operations.

17. Rest periods for deployments between emergency duties

17.1 A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or 4 consecutive nights (plus 2 days travel time).

17.2 Prior to returning to normal duties, where there has been a combination of normal duties and fire duties of:

(a) 7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; and

(b) 10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.

17.3 Where an Employee has been deployed to one or more emergency incidents for a minimum of 21 Emergency Shifts within the previous 28 days, they will be entitled to an additional rest period of 2 days. The 4 days shall be taken consecutively.

17.4 Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided.

17.5 Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.

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17.6 Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day's pay for the Public Holiday.

17.7 Where an Employee travels for 2 hours or less from the base camp to their home depot at the conclusion of a tour of duty, the day of travel will be considered a day's break in accordance with **clauses 17.1** and **17.2** above.

17.8 When personnel on a 7-day emergency deployment or a 4-night emergency deployment in a field-based role experience sustained physically taxing conditions the employer will provide an additional rest day after the deployment in addition to the two days provided under **17.1**.

17.9 For the purposes of **17.8**:

(a) 'sustained physically taxing conditions' will be assessed taking into account heat, shift length, proportion of time working remotely away from vehicles, and the impact of conditions on the quality of sleep while on deployment; and

(b) an assessment that a deployment will involve 'sustained physically taxing conditions' should be made as early as possible in the deployment, including using weather forecasts as a guide if available.

18. Provision of meals

18.1 The Employer will provide the usual 3 meals per day to staff working at mealtimes during emergency shifts, provided that where an Employee is required to work at night the Employer will provide suitable provisions at reasonable intervals. All food supplied by the Employer will be free of charge.

18.2 The Employer will make every reasonable effort to provide meals to those deployed at an emergency. In those cases where a meal is not provided for a planned meal break, a meal will be provided after the completion of the shift.

18.3 At Planned Burns lunch will only be provided where Employees have been accommodated the previous night.

18.4 Employees on a normal working day will provide their own lunch for the first shift of an outbreak of bushfire or other emergency.

18.5 Employees will provide their own breakfast when deployed to a known Emergency Shift unless accommodated away from their normal location the previous night.

19. Emergency Field Allowance

19.1 Eligibility

(a) An Employee deployed from their depot, home, camp or accommodation directly to an Emergency Sector, fire sector or the front-line operations of an emergency will be paid an allowance as follows per hour, or part thereof, for all time so deployed, excluding travelling time as described in **clause 15.1(b)**:

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Table 106: Emergency Field Allowance (DEECA)

Date of effect	Per hour
1 May 2024	$15.25
1 May 2025	$15.70
1 May 2026	$16.15
1 May 2027	$16.65

(b) For the purposes of Agriculture Emergencies the equivalent front-line operations means in-field work away from an incident control centre working at the site (or sites) of the emergency where a pest or disease is suspected or detected or where there has been animal welfare or agriculture impacts. This does not include delivering briefings or presenting at community meetings.

19.2 This allowance is to compensate for:

(a) all disabilities encountered, including the potential dangerous and dirty nature of the work and the potential exposure to hazardous substances; and

(b) any ordinary time worked under the emergency provisions, outside the normal spread of hours.

19.3 The Emergency Field Allowance will be paid to staff with airborne roles and airbase personnel involved in retardant mixing, aircraft refuelling, aerial drip torch mixing and aircraft marshalling.

19.4 Once the bushfire is declared Under Control 2 payment of the Emergency Field Allowance will cease.

19.5 The parties to this Agreement intend to treat Planned burning operations as emergency work, remunerate that work by payment of the Emergency Field Allowance, and subject planned burns to all of the conditions of emergency work including hours arrangements except as in **clause 17.1**.

20. Emergency Support Allowance

20.1 Any Support Employees deployed to an emergency, excluding travelling time as described in **clause 15.1(b)**, to perform duties will be paid an allowance as follows per hour, or part thereof:

Table 107: Emergency Support Allowance (DEECA)

Date of effect	Per hour
1 May 2024	$7.65
1 May 2025	$7.90
1 May 2026	$8.15

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Date of effect	Per hour
1 May 2027	$8.40

20.2 This allowance is to compensate for:

(a) the nature of the work; and

(b) any ordinary time worked under the emergency provisions outside the normal spread of hours.

21. Incident Management Team Responsibility Payments

21.1 The following table applies to Employees who are trained and accredited to perform the following roles identified in the AIIMS and BIMS structure. For the purposes of Incident Management Team Responsibility Payments, where no accreditation currently exists this has been identified as no level below.

(a) Effective 20 March 2020

Table 108: Incident Management Team Responsibility Payments

IMT role	Level 3	Level 2	Level 1	No level
Incident Controller	A	B	C	N/A
Biosecurity Operations Manager	N/A	B	C	N/A
Operations Officer	B	C	D	N/A
Public Information Officer	B	C	N/A	N/A
Planning Officer	B	C	N/A	N/A
Logistics Officer	B	C	N/A	N/A
Situation Officer	C	D	N/A	N/A
Resources Officer	C	D	N/A	N/A
State Agency Commander	N/A	N/A	N/A	B
Regional Controller	N/A	N/A	N/A	B
Planned Burn Operations Officer	N/A	N/A	N/A	B
Regional Agency Commander	N/A	N/A	N/A	C
Sector Commander	N/A	N/A	N/A	C

IMT role	Level 3	Level 2	Level 1	No level
District Duty Officer	N/A	N/A	N/A	C
State Aircraft Coordinator	N/A	N/A	N/A	C
Air Attack Supervisor	N/A	N/A	N/A	C
Warnings and Advice Officer	N/A	N/A	N/A	D
Crew Leader	N/A	N/A	N/A	D
Safety Officer	N/A	N/A	N/A	D
Airbase Manager	N/A	N/A	N/A	D
Aircraft Officer	N/A	N/A	N/A	D
Communications Planner	N/A	N/A	N/A	D
Medical Unit Leader	N/A	N/A	N/A	D
Fire Behaviour Analyst	N/A	N/A	N/A	D
Air Observer	N/A	N/A	N/A	D

Date Amount	1May 2024	1 May 2025	1 May 2026	1 May 2027
Category A	$7,365	$7,586	$7,814	$8,048
Category B	$4,420	$4,553	$4,690	$4,831
Category C	$2,823	$2,908	$2,995	$3,085
Category D	$1,229	$1,266	$1,304	$1,343

21.2 Payment will be made to an Employee prior to the end of the financial year as a lump sum upon verification in May of each year of their training currency, attendance at annual updates and availability to be deployed over the previous year.

21.3 For clarification, to be deemed available, an Employee must be able to be deployed to fulfil an Emergency role for fire and emergency readiness and response or planned burning on request for a minimum of 25 days per financial year, to be calculated pro-rata for Part-Time Employees. The 25 days may comprise any combination of the following:

(a) Eight (8) hours of stand-by (including Duty Officer stand-by).

(b) Deployment to a fire, planned burn or other emergency within the State of Victoria (including travel days).

(c) Deployment to a fire, planned burn or other emergency outside of the State of Victoria (including travel days and mandated rest days).

(d) Deployment to a readiness event, exercise, attendance at briefings or training activity that is mandatory requirement for an Employee's Emergency role.

Employees accredited in more than one role will only receive payment for the highest role.

22. Payment of Overtime Ceiling

22.1 An Employee who is in receipt of salary up to the maximum of Grade 6 is eligible to receive payment for overtime and stand-by in respect to emergency duties. Payment for overtime worked will be subject to the maximum payment being based on the hourly rate of the lowest pay point within Grade 4.

22.2 Where an Employee's ordinary time hourly rate is greater than the maximum payment provided by **clause 22.1**, the Employee is entitled to receive their ordinary time hourly rate for overtime worked.

22.3 To ensure staff working on fire and emergency response are duly compensated for this work, the rate for overtime cap, outlined in **clause 22.1**, will be 4.1.2 for any tasks in relation to fire or emergency response as outlined in **clause 23**.

23. Definitions

23.1 **Fire Sector** means a defined section of the control line being used to contain a bushfire or being constructed to control a bushfire or being constructed as a backup to other lines being used to control the bushfire.

23.2 **Planned Burn** means the controlled application of fire to a defined area of land conducted in accordance with an approved burn plan to meet specified management objectives.

23.3 **Emergency Sector** means any emergency response work conducted primarily in the field under an AIIMS or BIMS structures or similar, or any other emergency management structure which differentiates the work from normal business.

23.4 **Duty Officer** includes District Duty Officer, Regional Agency Commander, Regional Controller, State Agency Commander or other role determined by the Secretary or appropriate delegate.

23.5 **Emergency** means an event which endangers or threatens to endanger the safety or health of any person in Victoria or which destroys or damages, or threatens to destroy or damage, any property in Victoria or endangers or threatens to endanger the environment or an element of the environment in Victoria including, without limiting the generality of the foregoing:

(a) an earthquake, flood, wind storm or other natural event; and

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(b) a fire; and

(c) an explosion; and

(d) a road accident or any other accident; and

(e) a plague or an epidemic or contamination; and

(f) a warlike act or act of terrorism, whether directed at Victoria or a part of Victoria or at any other State or Territory of the Commonwealth; and

(g) a hi-jack, siege or riot; and

(h) a disruption to an essential service;

23.6 **Emergency Shift** means a single continuous time period deployed to an Emergency under the AIIMS structure or other emergency as defined by the Employer until stood down or released with an appropriate rest break.

23.7 **Deployment** means a consecutive series of Emergency Shifts with appropriate rest breaks in between.

23.8 **Bushfire** means an unplanned and uncontrolled fire where suppression action must be initiated, or a major breakaway from a planned fire requiring additional resources to that scheduled for the operation.

23.9 **Bushfire** status means the categorisation of a bushfire into one of the following definitions:

(a) **Going** – Fire is expanding in certain directions. There is reasonable evidence (a smoke sighting, a report has been received from the public) to suggest that a fire exists and is expanding.

(b) **Ignition** (Planned Burn status) – A Burns Controller has approved the ignition of a Planned Burn and lighting of the planned area has commenced.

(c) **Contained** – Indicates that the spread of the fire is halted even though it may still be burning within the perimeter or control lines. Such a fire may still require continuous suppression action (e.g. completion of fire control lines) before it is 'under control' to bring about a 'controlled' situation (status = 'Under Control 1').

(d) **Under Control 1** (fire incident status) – The complete perimeter of the fire is secured, no breakaway is expected and continuous patrol/mopping up is still required.

(e) **Under Control 1** (Planned Burn status) – The complete perimeter of the planned area of the burn is secured and no break away is expected. Continuous patrol and mopping up work is required. Fuels are not burning freely within the planned area.

(f) **Under Control 2** (fire incident status) – The complete perimeter of the fire is secured, and no breakaway is expected. Control line quality or depth is such that only patrol is required. In most circumstances this status will mean reversion to non–emergency provisions in industrial awards.

(g) **Under Control 2** (Planned Burn status) – The complete perimeter of the fire is secured and no breakaway is expected. Control line quality or depth is such that

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only patrol is required. Only routine patrol and occasional mopping up work is required.

(h) **Safe** – The stage of fire suppression or Planned Burning when it is considered that no further suppression action or patrols are necessary.

23.10 **Non-Fire Emergency** - means all other emergency incidents except a fire and a planned burn (as defined in **clause 1** and **clause 23.5)**.

24. Rosters

24.1 A standard approach to rostering for bushfire and/or Planned Burning is to be adopted across the state.

24.2 Rosters are to be prepared in draft by 1 July each year, including expected participants' names and provisional roles. Affected Employees will be provided with the opportunity to comment on the roster prior to it being finalised. Final rosters are to be published in full by 1 September each year. Where Employees commence or become available after the finalisation of the roster, it may be updated accordingly.

24.3 Minimum Information in roster to include:

(a) Frequency of Employees being rostered (e.g. one week in two)

(b) Cessation date of roster

(c) Rostered roles

(d) Application of the roster (i.e. weekdays, weekends and/or after hours)

(e) Whether the roster includes deployments away from their usual place of work.

24.4 Employees shall be notified of the commencement of the roster at least two weeks in advance.

24.5 Once finalised, the roster may be amended following written consultation with and written agreement of affected Employee/s.

24.6 Once the roster is commenced by the Employer, Employees will be paid all allowances (stand-by payment and other) until the cessation date of the roster as determined by the Employer.

24.7 While rostered Employees may be required to undertake any role they are trained and accredited for.

24.8 Stand-by Rosters can be ceased prior to the cessation date following 2 weeks notification to rostered staff.

25. Financial Support for Personal Injuries

25.1 The Employer will maintain a scheme that provides financial support to Employees who perform fire suppression and planned burning work. The scheme will cover accidental

personal injury, or their estate in the case of accidental death. The Employer will maintain a policy in line with that commitment for the life of this Agreement.

25.2 Insured persons are those Employees who have a current fire role and current medical assessment and are able to undertake fire suppression and planned burning across the State of Victoria (as defined in Appendix 6) under the direction of the Employer.

25.3 Subject to the exemptions in the policy, coverage shall be for 24 hours per day, 7 days per week worldwide.

25.4 During the life of this Agreement the Employer may examine alternative ways to provide financial support to employees that have sustained injuries (or accidental death) that are an alternative to the policy in place at the commencement of this Agreement. If an alternative scheme is proposed, the Employer will consult with the CPSU and Employees prior to introducing an alternative scheme.

25.5 The policy shall cover accidental injury resulting in temporary and/or permanent disability and death.

25.6 Lump sum benefits shall be payable on accidental death or upon permanent physical or psychological impairment. Accidental death shall be a minimum of $750,000 lump sum payment.

25.7 The weekly benefits for temporary disablement (partial or total) are detailed in the policy.

26. Additional superannuation for Employees engaged in fire management and fire response

26.1 The Employer is committed to providing enhanced superannuation benefits to Employees engaged in fire response and planned burning activities and will maintain a policy in line with that commitment for the life of the Agreement and any intervening period should the Agreement expire, and a new Agreement not be in place.

26.2 During the life of this Agreement the Employer, in consultation with the CPSU and Employees, may review the application of definitions that apply to eligibility, and classification of Employees in receipt of additional superannuation contributions.

26.3 The parties acknowledge that the intent of clause 26 of Appendix 6 was to offer enhanced superannuation benefits to employees engaged in fire response and planned burning activities who are not in defined benefit superannuation schemes. Increases in the SGL have resulted in the absorption of this entitlement.

26.4 The parties to this agreement commit to establishing a working group within 1 month of the agreement being approved by FWC to work jointly to develop options which may achieve maintenance of enhanced superannuation for this group.

26.5 The Working Party may include other interested and impacted parties by agreement.

26.6 Employees will be eligible for increased superannuation as follows:

(a) 13.5 per cent superannuation on all superable earnings for employees with a role that is deemed to be 'operational'.

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(b) 13.5 per cent superannuation on fire response and planned burning earnings for employees with a role that is deemed to be 'non-operational'.

An operational role is defined as a role which undertakes direct bushfire suppression or planned burning or has direct accountability for decision-making related to the supervision, welfare, safety and performance of those who undertake these activities. This includes the following categories:

(c) Firefighting roles that include fireground roles, specific level three incident management team (IMT) roles and tactical aviation roles

(d) Command and control, and coordination roles

26.7 A non-operational role is defined as field-based or office-based, which supports direct suppression works. This includes the following categories:

(a) Non-firefighting roles

(b) Non-tactical aviation roles

26.8 An employee who has multiple roles in both the Operational and Non-Operational categories will be classified as Operational. Operational and non-operational roles will be confirmed by 1 June each year. If a revised list is not formally approved by 1 June in any year, the list from the previous year will continue in effect.

26.9 Employees who are members of defined benefits superannuation schemes are not eligible for additional superannuation payments.

26.10 Calculation

(a) Employees classified as Operational shall receive superannuation payments of 13.5 per cent on all superable and overtime earnings. This amount includes any amount Employees receive under the *Superannuation Guarantee Administration Act 1992* (Cth).

(b) Employees classified as Non-Operational shall receive increased superannuation payments to a maximum of 13.5 per cent for the first 7.6 hours worked in fire response or planned burning and superannuation payments of 13.5 per cent for any additional overtime hours worked (and any allowances) including duty officer and standby hours in emergency response or planned burning.

26.11 Implementation

(a) Employees classified as operational will receive their superannuation payments fortnightly in accordance with their salary payments.

(b) Employees classified as non-operational, who receive additional superannuation for nominated duties only, will receive those additional superannuation payments no later than quarterly.

(c) If an employee classified as Operational is unable to undertake a fire role or planned burning role due to an injury sustained at work, they are still entitled to additional superannuation payments based on their pre-injury eligibility for 12 months from the date of injury.

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(d) Employees with an Operational role who take parental leave will continue to receive the increased Superannuation rate on all eligible earnings (including any approved parental leave payments from DEECA). On their return to work, employees will continue to receive increased Superannuation payments for a period of two years from their return date (or until the necessary medical, fitness and competency requirements are met). After this period, and if the relevant medical, fitness and competency requirements are not met, additional superannuation payments will no longer be received.

(e) Where an Employee ceases to be accredited to undertake an emergency role, they will no longer receive the additional superannuation provided by this clause.

27. Fatigue Management Leave

27.1 Intention and Eligibility

(a) The purpose of Fatigue Management Leave is to provide employees additional time off; to manage their fatigue during periods of emergency work; to manage the effects of accumulated fatigue at the end of a period of emergency work; and to acknowledge extended hours worked in emergency management and/or extended periods away from home.

(b) Employees who perform the required number of hours of Overtime and Standby following enaction of the Emergency Provisions of **Part 1** of **Appendix 6** will be eligible to accrue Fatigue Management Leave as outlined in **clause 27.2.**

(c) Employees within the Agriculture Victoria Group will not accrue Fatigue Management Leave performing Standby hours for the following roles:

- Resource officer
- Emergency Animal Disease Veterinary Officer
- Animal Health Officer

27.2 For the purposes of calculating Fatigue Management Leave:

(a) The Fatigue Management Leave period commences 1 September and concludes 31 August the following year.

(b) Fatigue Management Leave must be accrued and used within each 12-month Fatigue Management Leave period. Unused Fatigue Management Leave expires at the end of each Fatigue Management Leave period and does not accrue or carry over from one Fatigue Management Leave period to the next.

(c) Once an employee has undertaken 152 hours of Overtime and/or Standby within a Fatigue Management Leave Period, they will be entitled to 5.0 days (38.0 hours) of Fatigue Management Leave. Each subsequent hour of Overtime and/or Standby undertaken will accrue an additional 0.25 hours of Fatigue Management Leave.

(d) Fatigue Management Leave will be capped at 10.0 days (76.0 hours) for each Fatigue Management Leave Period.

(e) Overtime and/or Standby accrues Fatigue Management Leave on an 'hour for hour' basis irrespective of the day or time the Overtime or Standby occurred.

(f) For part-time employees, each normal time hour in excess of their part-time commitment is earned on an 'hour for hour' basis. That is, each hour of Overtime and/or Standby in excess of their part-time commitment is counted as one hour for the purposes of calculating Fatigue Management Leave.

(g) Hours performed as Duty Officer, State Agency Commander, and Regional Agency Commander outside of normal working hours will be treated as Standby.

27.3 Other conditions

(a) Fatigue Management Leave is to be taken at a time agreed by the Employer and Employee.

(b) The Employer is committed to supporting Employees to use their Fatigue Management Leave before it expires.

(c) Leave loading will not apply to Fatigue Management Leave.

(d) Fatigue Management Leave is recorded and managed in the same system as other leave.

(e) Any documents, guidelines or policies relating to Fatigue Management Leave will be developed and reviewed jointly by DEECA and CPSU.

28. Night duty allowance

28.1 An Employee will be paid an allowance of 7.5% of their salary for all time worked on any shift that commenced on or after 1200 (noon) where that shift extends beyond midnight.

28.2 For clarification, the Night Duty Allowance is not paid for periods of Callout under **clause 13** of the Emergency Work provisions.

29. Living Away from Home Allowance

29.1 An allowance as provided in the table below will be paid where an Employee is required to spend the night away from their normal residence location and is accommodated away from their normal residence between shifts when undertaking the following types of work:

(a) Emergency response, or

(b) Planned burning, or

(c) Preparation work for planned burning.

Table 109: Living Away from Home Allowance (DEECA)

Date of effect	Rate per night
1 May 2024	$31.50

Date of effect	Rate per night
1 May 2025	$32.45
1 May 2026	$33.40
1 May 2027	$34.40

29.2 Where required to camp outdoors as part of their normal duties (i.e. the Emergency Work provisions of **Section II** of the Agreement have not been enacted), the Living Away from Home Allowance in this clause shall not apply but the Camping Allowance prescribed in **clause 33** of **Part 3** will apply in lieu.

30. Shift commencement and conclusion

30.1 When accommodated away from normal place of residence, employees commence shift time when they begin travelling to first meal location where a meal is not provided at or near the accommodation site. Where a first meal is provided at the accommodation site the shift time starts upon commencement of travel to the emergency event or planned burn after the first meal.

30.2 Where an end of shift meal is not provided at or near the accommodation site, the shift time concludes after the employee has been provided their end of shift meal, arrives at the accommodation site and has access to accommodation. Where an end of shift meal is at provided at the accommodation site the shift time concludes when the employee arrives back at accommodation site and has access to accommodation.

30.3 Consistent with **Clause 7**, where a meal is provided during a shift and work is undertaken both sides of the meal, the meal will be counted as time worked.

31. Returnee Payment – Fire Support Officers

31.1 Seasonal Fire Support Officers who return the following season will be eligible for a lump sum payment per year after 3 months for 3 months' service in accordance with the following table:

Table 110: Returnee Payment – Fire Support Officers (DEECA)

Date of Effect	Returnee Payment
1 May 2024	$2,079
1 May 2025	$2,141
1 May 2026	$2,205
1 May 2027	$2,271

31.2 If a returning Fire Support Officers with less than three months' service has their employment terminated by the Employer in circumstances other than misconduct or

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poor performance, they will be eligible to receive the lump sum payment. The lump sum payment is not payable on resignation prior to 3 months' service being completed.

31.3 Fire Support Officers are not eligible for the Mobility Payment under **clause 16** of **Section I** of this Agreement.

Part 2 Overtime

32. Overtime

Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **Part 1** of this Appendix.

32.1 Time In Lieu

(a) In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the local manager, work hours in excess of the normal working day and accrue a balance of time worked.

(b) In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.

(c) A maximum of 76 hours of time in lieu may be accrued.

(d) The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.

(e) The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.

(f) Subject to the approval of the Employer, the Employee may choose to work on a public holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.

(g) An Employee who with the agreement of the Employer substitutes a public holiday for another day to observe other religious or cultural occasions of significance to the Employee will be paid at the ordinary rate of pay for work on that public holiday.

32.2 Paid Overtime

(a) The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.

(b) Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work shift work, the overtime will be paid overtime and subject to **clauses 32.2(c)** to **32.2(f)**.

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(c) Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee's family commitments. The Employee will provide an explanation at the time of refusing the overtime.

(d) The Employer will ensure that work is organized in such a way that the requirement to perform overtime is not a regular occurrence.

(e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the lowest pay point within Grade 4.

(f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary of the lowest pay point within Grade 4. Shift work Employees who have already completed a rostered day of 7.6 hours will be paid overtime on a Saturday or Sunday (excluding Public Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(h) All overtime calculations will be rounded up to the next quarter of an hour.

(i) Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are either recalled to duty or on stand-alone overtime.

(j) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.

Part 3 Allowances – Non-Emergency

33. Camping Allowance

33.1 The Camping Allowance will be payable in the following circumstances:

(a) Where an Employee is required to camp out or reside in tented or temporary accommodation.

(b) Where commercially provided accommodation is below an acceptable standard. Acceptable standards will include all types of hotels, motels and cabin accommodation with three-star permanent standard.

Three Star standard must include:

(i) Clean bed linen provided

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(ii) Appropriate heating and cooling

(iii) Meals available either directly or indirectly

(iv) Housekeeping cleans after each booking

(v) Ablution facilities that are in room or close to the room

33.2 The Allowance rate in this clause is contained in the table below:

Table 111: Camping Allowance (DEECA)

Date of effect	Rate per night
1 May 2024	$44.35
1 May 2025	$45.70
1May 2026	$47.05
1 May 2027	$48.45

34. Non-Emergency Stand-by

34.1 An Employee who is required by the Employer as part of their duties to be on stand-by and available to return within a specified maximum period of time to undertake duty outside their normal hours of duty will be compensated at the rate as follows:

Table 112: Non-emergency stand-by (DEECA)

Date of effect	Rate per night	Rate per day night
1 May 2024	$61.10	$122.15
1 May 2025	$62.95	$125.80
1May 2026	$64.85	$129.55
1 May 2027	$66.80	$133.45

34.2 The above allowances are paid for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of the telephone call or email does not require further following up. All work after the initial limited response will be remunerated as overtime.

34.3 An Employee who is required to return to work when on stand-by will be compensated for each hour or part hour worked, in accordance with the overtime provisions in **Part 2** of this Appendix**.**

34.4 Employees must be paid for a minimum of three hours (3) when they are recalled to duty.

34.5 Stand-by allowances will not apply where stand-by is explicitly incorporated as incidents of employment into total remuneration or is otherwise compensated.

35. Remote Locations

35.1 Factors taken into consideration in determining the remote status of a work centre are:

(a) distance from a large town;

(b) degree of isolation or distance from shops and services;

(c) requirements for additional cost of living;

(d) hardships including impact on spouse and children;

(e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;

(f) availability of medical facilities;

(g) involvement of family members in delivering Departmental services; and

(h) prior demonstrated difficulty in attracting Employees to the location.

35.2 Two levels of Remote Location Allowance are available: (i) Highly Remote and (ii) Remote.

(a) The locations are listed below:

Table 113: Remote Locations (DEECA)

Rating	Loddon Mallee	Grampians	Hume	Gippsland	Port Phillip
(i) Highly Remote	Underbool Walpeup	n/a	Mitta Mitta	Bendoc Dargo	N/A
(ii) Remote	Hattah Werrimul Nhill Piangil Rainbow Sea Lake Speed Birchip Ouyen	Hopetoun Wyperfeld Edenhope	Corryong	Cann River Swifts Creek Mallacoota Tidal River	French Island

(b) The following categories apply:

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Table 114: Remote Locations Allowance (DEECA)

Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
High remote allowance					
1 May 2024	$5,989	$9,990	$4,196	$6,990	$3,999
1 May 2025	$6,169	$10,290	$4,322	$7,200	$4,119
1May 2026	$6,354	$10,599	$4,452	$7,416	$4,243
1 May 2027	$6,545	$10,917	$4,586	$7,638	$4,370
Remote allowance					
1 May 2024	$3,598	$5,989	$2,398	$3,999	$2,001
1 May 2025	$3,706	$6,169	$2,470	$4,119	$2,061
1May 2026	$3,817	$6,354	$2,544	$4,243	$2,123
1 May 2027	$3,932	$6,545	$2,620	$4,370	$2,187

(c) The categories of locations listed above are used for payment of the following allowances:

(i) For Employees in Category (i) and (ii) locations there is recognition of the cost and inconvenience of living and working at that location through payment of an allowance in addition to salary. Starting salary should be increased by an amount of allowance within the range shown in the above table. This allowance is paid in addition to salary for disabilities associated with living and working at the remote location, and will cease to be paid when the Employee ceases to be employed at that remote location. This allowance is to be paid in addition to the negotiated starting salary. Starting salary payments are to be endorsed by the relevant delegate.

(ii) This allowance is to be paid fortnightly to ongoing and seasonal Employees (pro rata) who live and work at the remote location. Casuals are not eligible for the payment.

(iii) Employees in category (i) and (ii) locations can in addition receive a one off payment as follows at the commencement of residence at the location. This is an added inducement to attract Employees. Payments are to be endorsed by the relevant delegate.

36. Overseas and Interstate Allowance

36.1 When an Employee travels overseas or interstate on an Employer sanctioned trip, the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. These costs will include

(a) Accommodation, meals and other incidental expenses associated with the trip.

(b) Overseas accommodation and meals will be at a standard equivalent to that associated with travel within Australia.

36.2 Before travelling overseas the Employer and Employee will agree on what is likely to be an appropriate rate of expenses (taking into account fluctuations with the Australian dollar) and these monies will be advanced to the Employee prior to travel.

37. Farm and Building Security Allowance

37.1 A Farm/Building Security Officer (FBS Officer) is an Employee who is assigned the responsibilities and duties for caretaking and security of Departmental property, including farm land, buildings, equipment and livestock outside of the person's ordinary hours of work and/or outside of the normal operating hours of the unit including early mornings, evenings and weekends.

37.2 The FBS allowance is intended to compensate Employees for caretaking and security performed outside of "normal operating hours" in addition to their normal duties. A FBS officer duty statement outlining the duties to be performed must be developed and recorded to ensure that both parties agree as to the functions of the position.

37.3 The FBS officer shall be available to perform the duties as required at all times out of hours in accordance with **clause 37.1** of this Appendix.

37.4 The allowance is a per annum rate within the ranges specified in the following table and adjusted to fortnightly payments. The allowance is to be annualised to exclude its payment during any periods of annual or long service leave and averaged to a fortnightly rate over the 52 weeks of the year. The allowance is not included as part of salary for superannuation purposes.

Table 115: Farm and Building Security Allowance

Date of effect	Annual minimum	Annual maximum
1 May 2024	$5,993.00	$13,983.45
1 May 2025	$6,172.80	$14,402.95
1May 2026	$6,358.00	$14,835.05
1 May 2027	$6,548.75	$15,280.10

37.5 The level of allowance to be paid within the ranges is determined by the following factors:

(a) the average number of out of hours work to be performed each week;

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(b) the nature and complexity of duties undertaken;

(c) the level of responsibility accorded to the Employee in the performance of duties; and

(d) the level of inconvenience to the Employee (how restricted is the Employee in leaving the property or the number of times the Employee has to return to the property on weeknights and weekends).

38. Trainer and Assessor Allowance

38.1 Based on operational need DEECA will appoint Employees with the necessary training, accreditation and approvals as Lead Trainers or Skill Coaches.

38.2 Employees appointed as Lead Trainers or Skills Coaches will be paid a Trainer/Assessor allowance.

38.3 The allowance is a one-off, annual allowance to be paid prior to the end of February each year for the preceding calendar year, in the following amounts:

Table 116: Trainer and Assessor Allowance (DEECA)

Payment for year ending	Lead Trainer Amount	Skills Coach Amount
31 December 2024	$857	$428
31 December 2025	$883	$441
31 December 2026	$909	$454
31 December 2027	$936	$468

38.4 Payment of the allowance is contingent on the Employee meeting the following criteria:

(a) working in a role at a grade level of VPS 4 or lower;

(b) current accreditation as approved by DEECA;

(c) satisfactory performance of the Lead Trainer or Skills Coach role at approved training events;

(d) satisfactory performance of the Lead Trainer or Skills Coach role at approved assessment events; and

(e) undertaking the appointed role or attending approved accreditation currency and professional development events, with a minimum of:

(i) 15 days for a Skills Coach (pro-rated for part-time Employees); or

(ii) 25 days for a Lead Trainer (pro-rated for part-time Employees).

Appendix 7 Ministerial Transport Officers

1. Application

This Appendix applies to Ministerial Transport Officers (MTOs), which includes drivers with an assigned passenger and pool drivers.

Part 1 Ministerial Transport Officers

2. Ministerial Transport Officers Structure

MTOs are covered by a VPS Aligned Adaptive Structure as outlined in **Part 2** of this Appendix.

3. Hours of Work

3.1 The ordinary hours of work for MTOs are determined by **clause 42** of **Section I** of this Agreement.

3.2 The usual arrangement of hours of work for MTOs are 8:00 am to 4:21 pm, Monday to Friday. During this time, MTOs must present for work at 1 Treasury Place. This may be subject to the operation of **clause 42.3**, **Section I** of this Agreement.

(a) The usual arrangement of hours of work will be modified by the operation of **clauses 3.3** and **3.4** below.

3.3 For MTOs with the Pool classification (per **clause 7.1(a)**), who are assigned to a passenger for a period, their usual arrangement of hours of work and the location of presentation for work will be agreed with the Employer in accordance with **clause 42.3**, **Section I** of this Agreement.

3.4 For MTOs who are classified with the Allocated Passenger, Government Leader and Premier classifications (per **clause 7.1(a)**), the usual arrangement of hours of work and the location of presentation for work will be agreed with the Employer in accordance with **clause 42.3**, **Section I** of this Agreement.

4. Record Keeping

4.1 Log Books are to be kept as required by the Employer.

4.2 An MTO is required to complete time sheets that records driving jobs and provides passenger verification of hours worked. Time sheets are to be submitted by the Tuesday immediately following the end of a reporting period.

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5. Overtime

5.1 Overtime performed by MTOs will be remunerated in accordance with **clause 46** of **Section I** of this Agreement.

5.2 The Employer or MTO will not unreasonably refuse requests for relief if reasonable notice for such relief requests has been provided.

5.3 The Employer may direct the MTO to perform overtime work if:

(a) such work is unavoidable because of work demands; and

(b) reasonable notice of the requirement to work overtime is given by the Employer.

5.4 Reasonable time incurred in travelling to or from the MTO's residence for the commencement or cessation of duties, either at the MTO's usual place of employment or at some other location, must not be included for the purpose of calculating overtime or counted as time worked unless the travelling time is:

(a) undertaken outside the ordinary hours of work; and

(b) is in excess of the travelling time incurred by the MTO in travelling between the MTO's residence and the MTO's usual place of employment.

5.5 To ensure driver and passenger safety the total number of Overtime hours worked by an MTO is limited to 100 hours in a 4 week period. Further:

(a) if there is an exceptional requirement for an MTO to exceed the limit, the Employer must be notified in advance, using the relevant form.

(b) the Employer will not approve requests to exceed the overtime limit if in the opinion of the Employer the excess overtime will create a risk to the health and safety of an MTO; and

(c) the MTO must take adequate rest breaks during ordinary hours and overtime hours. Rest breaks must be recorded on the MTO's timesheet.

5.6 To ensure driver and passenger safety, the MTO must notify the Employer if they are approaching 50 hours overtime worked over a fortnightly period.

5.7 To maintain services to allocated passengers, the Employer may provide a replacement MTO, hire car or make other arrangements for the passenger.

5.8 An Employee required to work, in an emergency situation, during or after a rest period is due will receive overtime compensation in accordance with **clause 46.7** of **Section I** of this Agreement for all time worked until the MTO takes a rest period of at least 10 hours continuous duration.

6. Maximum Daily Hours and Minimum Rest Period

6.1 To ensure driver and passenger safety an MTO should not perform active driving duty in excess of 12 hours on any day of duty.

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6.2 Active driving duty includes both time driving and actively waiting in a vehicle for passengers, in a state of readiness, to perform driving duties.

6.3 Non-active driving administrative duty includes undertaking various relevant tasks including meetings; filling in timesheets; vehicle logbooks and/or training.

6.4 It is understood that during any periods of work, there are periods where the MTO remains available on duty but are not on either active driving or non-active driving administrative duty. These periods of work, referred to as available on duty periods, is an opportunity for the MTO to rest and prepare for duties as described in **clauses 6.2** and **6.3**.

6.5 An MTO must contact Fleet and Chauffeur Services Operations Offices for direction as soon as practical in the event they expect to exceed 16 hours of duty in any 24 hour period. This 16 hours of duty includes any combination of periods of active driving duty (**clause 6.1**), non-active driving duty (**clause 6.2**) or available on duty (**clause 6.4**).

6.6 Wherever practicable, an MTO must not be required to perform a further period of work at the end of any period of daily duty where hours worked are in excess of ordinary hours of work including additional overtime until a 10 hour rest break can be observed at the completion of the overtime hours.

6.7 If an MTO works overtime which would result in the MTO not having access to a 10 hour rest break prior to the rostered commencement of their next day of duty the following procedure should apply:

(a) Where the MTO identifies that it is likely that they will not observe a 10 hour break, they must make all reasonable and genuine attempts to contact the Fleet and Chauffeur Services Operations Offices as soon as possible to enable them to observe the break.

(b) Where a pool, casual, or MTO is on stand by and available to provide relief duties, and arrangements have been made to allow the MTO to observe the 10 hour break, the MTO must observe the 10 hour break where it is reasonably practicable to do so.

(c) Where the MTO is able to observe the 10 hour break, the next day's duty commences after the 10 hour rest break has been observed and the MTO completes the remainder of their ordinary duty.

(d) The Employer must not make a deduction from normal salary where an MTO is released from their normal duty to enable the MTO to observe a rest break set out above.

(e) To assist in ensuring that MTOs receive a 10 hour rest break between the end of a period of overtime and any further period of ordinary time or a period of standalone overtime, the Employer will provide alternative transport arrangements to passengers where practicable.

6.8 To ensure MTO and passenger safety and ensure MTOs can appropriately manage fatigue, an MTO must have at least one clear weekend (Saturday and Sunday consecutively) clear of duty in each four-week period.

6.9 An MTO must not work ordinary hours or overtime during their clear weekends. Where in exceptional circumstances, MTOs are directed by the Employer to perform duties on their clear weekend, they must be paid overtime for all hours worked.

7. Allowances and Expenses

7.1 Stand-by allowance

(a) Stand-by allowances will be paid in accordance with **clause 39.5** of **Section I** of this Agreement.

7.2 Ministerial Role Gratuities

(a) MTOs will receive a Ministerial Role Gratuity where they are allocated to the Ministerial portfolios of Allocated Passenger, Government Leader or Premier. The applicable Ministerial Role Gratuities are:

Table 117: Ministerial Role Gratuities

Role:	1 May 2024	1 May 2025	1 May 2026	1 May 2027
Allocated Passenger	$3,746	$3,858	$3,974	$4,093
Government Leader	$5,885	$6,062	$6,244	$6,431
Premier	$11,529	$11,875	$12,231	$12,598

(a) The Government Leader allowance will be paid to:

(i) the leader in both houses of Parliament;

(ii) the Opposition Leader and Opposition Deputy Leader in the Legislative Assembly; and

(iii) the Deputy Premier.

(b) If an MTO transfers to a position at a lower classification level, they will continue to receive the gratuity applicable to the position from which they have transferred for a period of 3 months following their transfer.

(c) Subject to the Trust Deeds of the applicable superannuation schemes, where an MTO transfers to a position at a lower classification level:

(i) In the case of members of the New Superannuation Scheme and the Revised Superannuation Scheme, the MTO's salary for superannuation contribution purposes shall be the salary (including the Ministerial Role gratuity and the Retention Allowance per **clause 13.3**) applicable to the higher position until such time as the rate applicable to their new classification exceeds the rate they received in the higher position; and

(ii) in the case of members of Aware Super, the MTO's salary for superannuation contribution purposes shall be the salary (including the Ministerial Role

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gratuity and the Retention Allowance per **clause 12.3**, if any) applicable to the lower position to which they have transferred.

7.3 Overtime Meal Expenses

(a) An MTO will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime that:

(i) is immediately before or after a scheduled period of ordinary duty and is more than 2 hours in duration; or

(ii) is a stand-alone period of overtime that is 4 hours or more in duration.

(b) The categories of meal payments are:

(i) In the case where the duration of the overtime includes the period between 6:00pm and 7:00pm:

- **Category A** – where an MTO takes a meal break of one hour at any time prior to completing the overtime; or
- **Category B** – where an MTO either takes a meal break of less than one hour but not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

(ii) In all other cases, **Category C** will be paid where the MTO either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

(c) The rates of payment for an MTO required to work overtime and entitled to a meal payment under **clause 7.3(a)** are:

Table 118: Overtime Meal Expenses – Ministerial Transport Officers (DPC)

Date of effect	Category A	Category B	Category C
1 May 2024	$32.00	$21.95	$23.85
1 May 2025	$32.95	$22.60	$24.55
1 May 2026	$33.95	$23.30	$25.30
1 May 2027	$34.95	$24.00	$26.05

7.4 Expenses – Travel

(a) Where possible, the Employer will pay accommodation providers directly for breakfast, dinner and accommodation associated with overnight or part-day travel in the course of normal duties. If this is not possible, the Employer will reimburse the MTO for these costs upon production of receipts. Reimbursement will be up to the Reasonable Benefit Limits determined by the Australian Tax Office.

(b) Absence from the normal place of work does not in itself validate a claim for payment of expenses. Where the MTO is required to report for or perform duties

away from their normal work location, only the additional costs incurred above those ordinarily borne by the MTO will be reimbursed.

7.5 Incidentals Allowance

MTOs who are required to travel overnight on driving duties will receive an incidentals allowance determined by the Australian Taxation Office's reasonable limits on incidentals expenses.

7.6 Telephones

MTOs will be provided with mobile telephones for work purposes. Expenses for the use of personal mobile telephones for work purposes will be paid in accordance with **clause 40** of this Agreement.

7.7 Uniforms

(a) The uniform as described in **clause 7.7(b)** below must be worn by an MTO at all times while on duty, unless otherwise agreed with the passenger. Uniforms may only be worn for work purposes. An Employee who presents for work in other than the required uniform will be considered ineligible for duties.

(b) Upon commencement of employment MTOs will be provided or reimbursed for the following items of uniform:

(i) 2 trousers / skirts (navy)

(ii) 2 jackets (navy)

(iii) 1 vest or jumper (navy)

(iv) 5 business shirts or blouses (blue)

(v) 1 belt (black)

(vi) 2 crested ties

(vii) 1 pair of sunglasses suitable for driving that must be compliant with the requirements of AS/NZS 1067.

(c) Upon commencement of employment MTOs will be required to provide the following items of uniform themselves as applicable:

(i) Shoes or boots (plain black)

(ii) Socks (navy or black)

(iii) Stockings or pantyhose (navy or black)

(iv) Overcoat or trench coat (navy or black)

(v) Hat

(d) Presentation requirements

Each MTO is required to wear a dark navy suit comprised of jacket and pants/skirt. The suit must be worn with a blue business shirt, the provided tie and plain black

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shoes or boots. Generally wearing of the jacket is at the MTO's discretion but a jacket is to be available at all times.

(e) Uniform Allocation

The purpose of the following uniform arrangement is to ensure that MTOs are initially provided with a suitable uniform and to provide yearly financial assistance towards the purchase of additional approved uniform items as required by the MTO.

(f) Reimbursement

(i) After the first 12 months of employment and each 12 months thereafter, reimbursement up to the amount specified in **clause 7.7(f)(ii)** below following approved items – blue shirts/blouses, navy blue trousers/skirt, jacket, vest/jumpers, overcoat, plain black shoes or boots, belts, ties, socks, stockings/pantyhose, sunglasses, hats and sunscreen. Where the Employer provides items of uniform with a logo, these must be replaced every 12 months if the item requires replacing.

(ii) The reimbursement amount (including GST) will be as follows:

Table 119: Uniform Reimbursement Amount – Ministerial Transport Officers (DPC)

Date of effect	Reimbursement amount
1 May 2024	$1,241
1 May 2025	$1,266
1 May 2026	$1,291
1 May 2027	$1,316

(g) Uniform Care

Items of uniform are to be kept by MTOs in a clean and presentable manner. MTOs are responsible for ensuring that all practical steps are taken to prevent damage or loss.

(h) Uniform return

Suits must be dry cleaned prior to return and other items must be laundered.

8. Drivers Licenses – Proof of Currency

8.1 It is a condition of employment that all MTOs hold a full Victorian Driver's licence.

8.2 Proof of currency of the above licence is to be provided to the Employer annually. Employees arranging their Vic Roads certificate of currency will be reimbursed for the cost of that certificate on presentation of the certificate and receipt of payment.

9. Assisting with Pool Duties

(a) The MTO must assist with pool duties if:

(i) the MTO's assigned passenger is taking leave; and

(ii) the MTO is not required to perform services for the assigned passenger or the assigned passenger's office; and

(iii) the MTO is not on a period of approved leave themselves.

(b) Drivers assisting with pool duties will not exceed the overtime limits specified in this Appendix.

10. Compliance with Road Laws

MTOs are required at all times to comply strictly with all road laws, traffic regulations and council by-laws and are personally responsible for any breaches of these laws.

11. Use of Ministerial Vehicles

Fleet ministerial vehicles may be driven by the Minister, allocated passenger or approved Employees if any assigned MTOs become fatigued or cannot drive for other reasons. Ministerial vehicles are not to be taken out of Victoria without the prior approval of the Premier.

Part 2 VPS Aligned Adaptive Structure and Classification Descriptors – Ministerial Transport Officers

12. Ministerial Transport Officers Structure

12.1 The Ministerial Transport Officers Adaptive Structure is set out in the table below:

Table 120: Ministerial Transport Officers Structure

Ministerial Transport Officer – Adaptive Structure	VPS Grade Alignment
MTO 1	VPS 2.2.1
MTO 2	VPS 2.2.2
MTO 3	VPS 2.2.3
MTO 4	VPS 2.2.4
MTO 5	VPS 2.2.5

Ministerial Transport Officer – Adaptive Structure	VPS Grade Alignment
MTO 6	VPS 2.2.6
MTO 7	VPS 2.2.7
MTO 8	VPS 3.1.1

12.2 MTOs who are employed by the Department of Government Services as of 1 May 2024 will be translated to the above structure on 1 May 2025 according to their existing Years of Continuous Service with DGS/DPC as at 1 May 2025. The table below sets out this translation:

Table 121: Translation Arrangements for Existing MTOS employed as of 1 May 2024

Years of Continuous Service with DGS/DPC	VPS Grade Alignment
11 to 19 years	MTO 2
20 to 29 years	MTO 3
30 or more years	MTO 4

(a) Translation will only occur once on 1 May 2025 for those employed on or before 1 May 2024 and will not occur in future as service milestones are reached.

Part 3 Grandfathering Arrangements for MTOs employed at the commencement of the Enterprise Agreement

13. Full-Time and Part-Time MTOs employed as of 1 May 2024.

13.1 **Clause 13** applies to all Full-Time and Part-Time MTOs who are employed by the Department of Government Services as of 1 May 2024.

13.2 Eligible MTOs are guaranteed minimum fortnightly earnings as set out in **Table 122** below:

Table 122: MTOs – Guaranteed Fortnightly Earnings for Fulltime and Part-Time MTOs employed as of 1 May 2024.

Date of effect	*Guaranteed Minimum Fortnightly Earnings*
1 May 2024	$3,512.47
1 May 2025	$3,617.84
1 May 2026	$3,726.38
1 May 2027	$3,838.17

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(a) Allowances, Gratuities, and the Top of Grade Or Value Range Payment under **clause 31**, will not be regarded as part of fortnightly earnings for the purposes of determining whether the Employee has been paid the Guaranteed Minimum Fortnightly Earnings under the terms of this Appendix.

(b) Part-Time MTOs shall have their *Guaranteed Minimum Fortnightly Earnings* pro-rated in accordance with their part-time ordinary hours of work.

13.3 To give effect to **clause 13.2** above, the following will be performed on a fortnightly basis:

(a) All eligible MTOs will receive a Retention Allowance.

(i) The amount of the Retention allowance will be the difference between the applicable Guaranteed Minimum Fortnightly Earnings at **clause 13.2** and the fortnightly equivalent of the applicable annual salary at **clause 12**.

(b) Overtime earnings that are more than the Retention Allowance will be reduced by the amount of the Retention Allowance.

(c) Overtime earnings that are equal to or less than the Retention Allowance will be reduced entirely.

13.4 To avoid the unlikely event that an individual MTO's work pattern in a particular fortnight is such that an eligible MTO would have been entitled to greater fortnightly earnings under the terms of the 2020 Agreement compared to this Appendix, the Employer will complete a reconciliation against the terms of *Appendix 7* of the *Victorian Public Service Enterprise Agreement 2020* (2020 Appendix), to ensure the Employee received greater fortnightly earnings under this Appendix as compared to the terms of the 2020 Appendix.

(a) Where the reconciliation provided for under **clause 13.2** shows the Employee would have received greater fortnightly earnings for the total fortnightly hours worked in a particular fortnight under the 2020 Appendix, the Employee is entitled to be paid the difference between the total fortnightly amount received under this Appendix and the total fortnightly amount that would have been paid for that particular fortnight had it been worked under the 2020 Appendix. This difference will be paid as overtime earnings.

(b) The reference to the 2020 Appendix term in this Agreement is made for the purposes of establishing baseline for the above reconciliation process. The terms of the 2020 Appendix do not form part of this Agreement.

Appendix 8 Victoria Police

Part 1 General

1. Allowances

Eligibility and amounts for reimbursement for travel, meal and relocation expenses will be consistent with those applied to sworn employees of Victoria Police, as set out in the relevant Victoria Police guideline, as amended from time to time. However, the Victoria Police guideline is not incorporated into this Agreement.

Note: the guideline contains the relevant travel, meal and relocation expenses applied to sworn employees of Victoria Police derived from the *Victoria Police (Police Officers, Protective Services Officers, Police Reservists and Police Recruits) Enterprise Agreement 2019 (**Sworn Agreement**).* Victoria Police will only amend the guideline to ensure it reflects the terms of the Sworn Agreement as amended or replaced from time to time.

2. Commuted Allowance

Commuted allowances agreed on a case-by-case basis with the Employee concerned and/or the relevant Union may be paid in substitution for allowances provided for elsewhere in this Agreement, in circumstances where the requirements of the relevant work unit result in members working overtime and/or on-call. An Employee must not receive less as a commuted allowance over the period that the commuted allowance is paid, than the Employee would have received had the allowance(s) being commuted been paid over that period.

3. Managing Welfare

Victoria Police is committed to ensure the welfare of its Employees and encourage open conversation between management and employees following exposure to a significant or critical incident. In the event an Employee is exposed to a significant or critical incident, the Employer may release the Employee (one day per occasion without loss of pay) to enable recovery or access to Victoria Police support services from exposure of the incident.

4. Wellbeing

4.1 For the purposes of this clause, the terms 'gymnasium' and 'exercise facilities' include all gymnasiums and exercise facilities at Victoria Police Stations (where they exist), the Victoria Police Centre and the Police Academy.

4.2 Victoria Police Employees may seek access to and utilise Victoria Police gymnasiums and exercise facilities.

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4.3 Access to Victoria Police gymnasiums and exercise facilities (including exercise classes provided for at the Victoria Police Centre, if and when available), are not limited to the Employee's workplace. Gymnasium and exercise facilities closer to the Employee's place of residence and other locations convenient to them are also accessible.

4.4 For clarity, the Employer reserves the right to reasonably limit and control access to any gymnasium and exercise facilities at its discretion. For example, where facilities are subject to high demands, the Employer may need to reasonably limit access at peak periods on workplace health and safety grounds.

Part 2 Forensic Officers

5. Forensic Officer Structure

5.1 Forensic Officers are covered by a Non-VPS Aligned Adaptive Structure as set out in **Part 3** of this Appendix.

6. Recall / Overtime Provisions

6.1 On approval or direction from the relevant authorised delegate, a Forensic Officer performing recall and/or overtime, either before or after a period of duty or as an extension of their duty beyond their normal hours or outside the normal span of hours, will be paid the hourly rate for their substantive classification in accordance with **clause 6.2**.

The Employer may require a Forensic Officer to work recall and/or overtime as necessary for the following:

(a) Attending a scene;

(b) Carrying out urgent laboratory work; and/or

(c) Preparing for court.

6.2 Recall / overtime rates will be as follows:

Table 123: Recall Provisions – Forensic Officers (Victoria Police)

For recall/overtime work on	Recall/overtime rate (% of ordinary hourly rate)
Monday to Saturday (except public holidays) – first three hours	150%
Monday to Saturday (except public holidays) – after three hours	200%
Sunday – in all cases (except public holidays)	200%

For recall/overtime work on	Recall/overtime rate (% of ordinary hourly rate)
Public holidays or substituted day	250%

Forensic Officers on higher duties assignment will be paid the recall / overtime rate in **clause 6.2** based on their higher duties classification.

6.3 A Forensic Officer recalled from a period of leave in order to attend Court will be paid the hourly rate for hours worked for their substantive classification.

6.4 Work under this clause includes reasonable preparation time to be agreed between the manager and Forensic Officer, reasonable travel time and time at court.

6.5 Forensic Officers may choose to be compensated by either:

(a) Re-credit of leave, plus payment for the first 7.6 hours at a rate of 50 per cent of the normal hourly rate and a rate of 100 per cent of the normal hourly rate for the remaining duty; or

(b) No re-crediting of leave, plus payment for the first 7.6 hours at rate of 150 per cent of the normal hourly rate, and a rate of 200 per cent of the normal hourly rate for the remaining duty.

7. Training

7.1 Forensic Services Department is committed to the ongoing training and appropriate work related development of all staff.

7.2 Every effort will be made to facilitate agreed individual training requirements that have been identified and agreed upon during the Performance Development Process.

7.3 Attendance at the Australia and New Zealand Forensic Science Symposium (ANZFSS) will be determined through an appropriate expression of interest process.

Part 3 Forensic Officers - Non-VPS Aligned Adaptive Classification Structures and Descriptors – Victoria Police

8. Forensic Officer Structure

8.1 The following table sets out the wages applicable to Forensic Officers. The Forensic Officer Work Level Descriptors set out at **clause 9** of this Appendix apply

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Table 124: Forensic Officer Structure

Grade	Progression Level	1 May 2024	1 May 2025	1 May 2026	1 May 2027
Forensic Officer 1	1	$62,568	$64,445	$66,378	$68,369
	2	$63,818	$65,733	$67,705	$69,736
	3	$65,094	$67,047	$69,058	$71,130
	4	$66,397	$68,389	$70,441	$72,554
	5	$67,721	$69,753	$71,846	$74,001
	6	$69,077	$71,149	$73,283	$75,481
Forensic Officer 2	1	$74,003	$76,223	$78,510	$80,865
	2	$75,486	$77,751	$80,084	$82,487
	3	$76,996	$79,306	$81,685	$84,136
	4	$78,538	$80,894	$83,321	$85,821
	5	$80,106	$82,509	$84,984	$87,534
	6	$81,703	$84,154	$86,679	$89,279
Forensic Officer 3	1	$92,841	$95,626	$98,495	$101,450
	2	$94,698	$97,539	$100,465	$103,479
	3	$96,592	$99,490	$102,475	$105,549
	4	$98,526	$101,482	$104,526	$107,662
	5	$100,498	$103,513	$106,618	$109,817
	6	$102,503	$105,578	$108,745	$112,007
Forensic Officer 4	1	$104,955	$108,104	$111,347	$114,687
	2	$107,053	$110,265	$113,573	$116,980
	3	$109,193	$112,469	$115,843	$119,318

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Grade	Progression Level	1 May 2024	1 May 2025	1 May 2026	1 May 2027
	4	$111,377	$114,718	$118,160	$121,705
	5	$113,600	$117,008	$120,518	$124,134
	6	$115,877	$119,353	$122,934	$126,622
Forensic Officer 5	1	$123,786	$127,500	$131,325	$135,265
	2	$126,262	$130,050	$133,952	$137,971
	3	$128,787	$132,651	$136,631	$140,730
	4	$131,363	$135,304	$139,363	$143,544
	5	$133,990	$138,010	$142,150	$146,415
	6	$136,670	$140,770	$144,993	$149,343
Forensic Officer 6	1	$145,321	$149,681	$154,171	$158,796
	2	$148,227	$152,674	$157,254	$161,972
	3	$151,192	$155,728	$160,400	$165,212
	4	$154,216	$158,842	$163,607	$168,515
	5	$157,300	$162,019	$166,880	$171,886
	6	$160,446	$165,259	$170,217	$175,324
Forensic Officer 7	1	$168,194	$173,240	$178,437	$183,790
	2	$171,558	$176,705	$182,006	$187,466
	3	$174,989	$180,239	$185,646	$191,215
	4	$178,489	$183,844	$189,359	$195,040
	5	$182,059	$187,521	$193,147	$198,941
	6	$185,700	$191,271	$197,009	$202,919

9. Forensic Officer Work Level Descriptors

Definitions:

- A Forensic Officer's primary purpose is the application of relevant qualifications, training and experience to aid the investigation of, and assist with criminal, coronial and civil matters in a recognised forensic discipline.
- A recognised forensic discipline is one that has been accepted by the Court as an area in which a qualified practitioner is permitted to give evidence.
- The context of the role will vary but may include:
    - Undertaking forensic case work
    - Provision of evidence in court
    - Development of specialised information technology functions
    - Maintenance of quality management systems
    - Undertaking research and development

Preamble:

- The work level descriptors do not provide an exhaustive list of duties, but rather they are a general description of how a position fits into the overall organisation. Specific duties and qualifications are detailed in the individual position descriptions.
- The descriptors represent a philosophical approach which reflects the knowledge and skill set for each level of work. Positions at each work level will comprise an aggregation of tasks which have been assessed as at equal work value.
- Not all elements of each work level are required to satisfy the requirements of the level but should be considered "on balance", on the basis of best fit to describe the work.
- The development of skills is considered to be progressive and therefore skills that are referred to in the narrative for the previous level are assumed to be part of the skill set for the higher level.
- The descriptors can also serve as a tool for managers to determine appropriate developmental opportunities for staff in line with the principles of succession planning.

Table 125: Forensic Officer Work Level Descriptors

Table 125.1: Forensic Officer Work Level Descriptors – FO-1 to F0-4				
	Forensic Officer FO-1	**Forensic Officer FO-2**	**Forensic Officer FO-3**	**Forensic Officer FO-4**
Grade description	Undertakes specific and defined tasks within established procedures under close supervision Assists in tasks that are straightforward and use established	Generally, possesses relevant qualifications Conducts analysis of samples under direction within defined parameters Conducts initial examination of exhibits under supervision Assists in prioritising tasks in	Possesses at least an appropriate degree and/or relevant qualification. Regularly reports casework in their own name May lead a team through scientific/technical activities including individual and team performance	Possesses at least an appropriate degree and/or relevant qualification Is a specialist within a specific forensic discipline Independently performs professional work at an advanced level Demonstrates judgement and

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Table 125.1: Forensic Officer Work Level Descriptors – FO-1 to F0-4				
	Forensic Officer FO-1	**Forensic Officer FO-2**	**Forensic Officer FO-3**	**Forensic Officer FO-4**
	techniques and work practices Operates and maintains technical or scientific equipment appropriate to the function and level of qualification of the position Performs routine laboratory/technical support functions Accountable for accuracy and timeliness of outputs Maintains existing systems and processes Conducts work of a basic nature (may include data entry and house keeping)	order to achieve specified targets (e.g. triaging) Investigates, accurately defines analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques through consultation with peers and supervisors May regularly interact with a range of internal and external clients to provide advice or specialist information May process crime scene related samples within defined parameters Performs fingerprint casework Solves routine problems using readily available information, where alternatives are limited Conducts quality control within work area, including keeping records where necessary Undertakes training towards authorisation in operation of NAFIS and LiveScan systems Examines crime scenes in order to	management and development Makes qualified judgements that impact on the subsequent investigation and legal deliberations associated with casework Conveys specialist knowledge/judgement that impacts on legal deliberations and/or investigations Provides expert advice, including in the court context where opinion evidence may be required Has responsibility for delivering status reports in relation to relevant calibration, maintenance and quality assurance schedules Communicates professional/scientific/technical concepts to less experienced colleagues Delivers discipline related presentations using prescribed methods and procedures in casework May attend and examine crime scenes Solves problems that may require specialist knowledge in a number of	innovation at a level consistent with an established professional May undertake non routine casework assignments Prepares and delivers presentations and lectures to stakeholders, students and peer professionals Formulates and supervises/mentors/coaches professional development programs for less experienced colleagues Applies negotiation, persuasion and motivation skills to manage staff and stakeholders Recommends resource allocation to immediate Managers in order to meet service delivery priorities Leads, and may manage a scientific/technical or specialist team and/or projects Defines the appropriate methodology in the analysis of casework Applies sound theoretical and practical expertise in the development of internal/external training

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Table 125.1: Forensic Officer Work Level Descriptors – FO-1 to F0-4				
	Forensic Officer FO-1	**Forensic Officer FO-2**	**Forensic Officer FO-3**	**Forensic Officer FO-4**
		develop and collect fingerprints May assist at a crime scene	scientific/technical fields Monitors and administers local contracts and service agreements within a well defined service delivery framework Applies prescribed methods and procedures in casework Supervises other staff as required May assist in research and development, training and development of staff Undertakes technical reviews of casework where appropriate Interprets results of analysis Displays case management skills appropriate to routine casework undertaken	Assists with negotiation and management of local contracts and service delivery agreements May attend and/or manage crime scenes May assist in the development and establishment of policy Possesses skills to undertake routine casework without supervision May participate as a representative on a Victoria Police committee Takes a lead role in maintaining quality systems and recommends improvements Displays sound case management skills appropriate to routine and non routine casework undertaken Undertakes technical and administrative reviews of casework
Professional Judgement and Impact	Judgement will be confined to existing policies, protocols and procedures within a specific work area with little or no impact outside of these.	Judgement will be made with respect to policies, protocols and procedures with some impact on the work unit.	Development of independent scientific professional judgement within own area of expertise particularly related to casework. Impacts internally and externally to the Department.	Exercise a considerable amount of independent scientific judgement and skill which impacts on the Division, law enforcement and the courts.

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Table 125.1: Forensic Officer Work Level Descriptors – FO-1 to F0-4				
	Forensic Officer FO-1	**Forensic Officer FO-2**	**Forensic Officer FO-3**	**Forensic Officer FO-4**
Innovation and Originality	Opportunity for innovation/originality will be limited to a specific work area and limited by knowledge and experience base. Adapts to changes in routine.	Opportunities for innovation and originality within work area and unit. Ability to adapt to different work flows and pressures.	Regularly applies knowledge and adapts skills to manage routine situations. May be involved in research/innovation projects.	Will be involved in the identification, development and implementation of new or improved procedures and protocols. Will supervise and/or engage in innovation and research projects.
Communication	Demonstrates good written and oral communication skills relevant to a specific work area.	Demonstrates good written and oral communication skills within a work unit and externally relevant to the work unit.	Regularly communicates policy and sophisticated scientific concepts both internally and externally.	Ability to convey specialist concepts and knowledge to clients, staff and stakeholders.
Knowledge and Proficiency	Demonstrates sound knowledge and practical proficiency relevant to a specific work area.	Demonstrates sound knowledge and practical proficiency and may provide specialist advice relevant to a work unit both internally and externally. Is becoming a recognised fingerprint specialist.	Is a fingerprint expert, or is becoming a recognised specialist within a specific subject area. May control a laboratory function or field operation where a variety of related scientific functions are performed.	Is a recognised specialist within a specific area of work.
Decision Making	Decision making will be limited to protocols and procedures within a defined work area and largely under supervision.	Applies understanding of professional ethics and the scientific method in the development and conduct of work.	Applies knowledge of departmental, organisational and government policy to the decision making process.	Takes responsibility for decision making at Unit level. Takes responsibility for decision making that impact on the day to day operations.

Table 125.2: Forensic Officer Work Level Descriptors – FO-5 to FO-7			
	Forensic Officer FO-5	**Forensic Officer FO-6**	**Forensic Officer FO-7**
Grade description	Possesses at least an appropriate degree and/or relevant qualification	Possesses at least an appropriate degree and/or relevant qualification	Possesses at least an appropriate degree

Table 125.2: Forensic Officer Work Level Descriptors – FO-5 to FO-7			
	Forensic Officer **FO-5**	**Forensic Officer** **FO-6**	**Forensic Officer** **FO-7**
	Provides high level scientific/technical professional services and/or advice, including leadership and guidance in a multi-disciplinary environment Possesses appropriate skills/authorisation(s) to undertake complex casework assignments. Regarded as authoritative within a particular field Is recognised as a specialist in the area of their profession and relied on for advice Manages multi-disciplinary casework teams/assignments and /or projects Integrates scientific/technical concepts across disciplines Undertakes complex casework Provides leadership, training and development for personnel in the adaptation and application of forensic disciplines Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues Negotiates with internal and external stakeholders, peers, industry bodies and other government agencies with the objective of gaining cooperation, influencing views and meeting timelines for delivery of projects, services or advice	Provides strategic leadership of multi-disciplinary teams and/or assignments Undertakes the most complex casework and resolves major conceptual scientific, technical or management problems that have a significant impact on a scientific discipline or the branch Undertakes casework likely to require leading edge research and development Judgements are authoritative Provides definitive written and oral advice on complex and challenging scientific matters Identifies and manages or provides advice on emerging scientific/technical, personnel and/or economic issues Plans, initiates and implements research or policy responses in anticipation of significant scientific/technical, policy or environmental changes Leads research and development into complex, sensitive or contentious scientific matters Manages an area with significant budget, staff responsibilities or strategic importance Develops service delivery models within business plans and objectives Routinely advises senior levels of the organisation on policy issues and	and/or relevant qualification Manages a large and diverse Division Manages a range of strategic corporate functions and long term initiatives, each with significant budget, staff responsibilities, and strategic importance Demonstrates strategic management skills Recognised nationally/internationally as a specialist in a particular scientific field and regularly applies this knowledge to achieve highly creative and/or innovative solutions Identifies and responds to new and emerging issues in the scientific field and their longer term implications Responsible for the implementation of operational policy or service development that has significant impact on the Department and key external stakeholders Provides policy/legislative advice to Government, senior levels of the Organisation and key external stakeholders Responsible for meeting service objectives, including financial, quality and service delivery targets

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Table 125.2: Forensic Officer Work Level Descriptors – FO-5 to FO-7			
	Forensic Officer **FO-5**	**Forensic Officer** **FO-6**	**Forensic Officer** **FO-7**
	Provides leadership in the application of concepts to policy development Participates as a representative on local and, on occasions, national committees Determines Unit casework acceptance criteria Establishes and maintains a contemporary Forensic Intelligence Capability, which includes the collection and assessment of scientific data Manages and leads projects Displays high level case management skills Allocates personnel and resources within unit Establishes educational standards Maintains accredited training programs Manages and co-ordinates courses and undertakes training needs analyses Manages discrete functions with staff responsibilities or sensitive/complex issues Reports statistics and future needs relevant to a work area Makes a substantial and continuing impact within their field of expertise through discovery and communication of new knowledge Ensures project deliverables are aligned with program outcomes and government policy Determines and/or establishes internal	solutions within a functional area Develops scientific/technical or professional standards for the branch/Department Represents the Department with external stakeholders to negotiate agreed parameters and delivery of activities to meet timelines Responsible for operational policy or service development impacting on the branch/Department Contributes to strategic corporate initiatives and is responsible for implementation Manages and leads complex projects Determines branch and unit casework acceptance criteria Manages a diverse range of specialised functions, which may use similar technology and may comprise several units Directs 'leading edge' research directly regarding casework related fields Manages a large scale organisational service or regional delivery function Develops scientific solutions/techniques or strategies that have significant implications for the discipline. Authorises internal technical/scientific/training standards	Responsible for the quality and professional outcomes of the Division Contributes advanced expertise and knowledge to strategic planning and decision making processes of the Department Manages strategic corporate initiatives Provides leadership and guidance based on advanced expertise Manages major projects for the Organisation Implements strategic corporate direction as it relates to forensic science and its integration with crime investigation and associated judicial processes Is responsible for the maintenance of standards including Occupational Health and Safety, accreditation, education, research and development

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Table 125.2: Forensic Officer Work Level Descriptors – FO-5 to FO-7			
	Forensic Officer FO-5	**Forensic Officer FO-6**	**Forensic Officer FO-7**
	technical/scientific/training standards Negotiates and manages local contracts and service delivery agreements Contributes to the development of technical or professional standards specific to the unit Plans work area processes		
Professional Judgement and Impact	Makes informed judgements that have a significant impact on analytical processes and the progress and outcome of subsequent investigations and legal deliberations.	Makes judgements that impact directly on the Department, Victoria Police and national and/or international initiatives.	Regularly makes judgements and develops policy that impacts on the Department, Victoria Police, the Government (legislation) and other forensic science service providers nationally.
Innovation and Originality	Leads the development of new areas of work and makes original contributions to scientific knowledge.	Makes a substantial and continuing impact within their field of expertise through the discovery and communication of new knowledge.	Undertakes policy research and new initiatives that affect work practices Divisionally, Departmentally and within stakeholder groups.
Communication	Negotiates and collaborates with stakeholders on Departmental policy and programs. Regularly communicates on scientific issues locally and nationally.	Communicates on issues of science and policy locally, nationally and internationally.	Regularly communicates in writing and orally with Ministers and senior managers from a range of stakeholder groups and national and international forensic science service providers.
Knowledge and Proficiency	Modifies and applies scientific precedents and concepts to new situations that may impact on other areas and/or result in a significant redirection of science and protocols.	Line manages a substantial scientific and/or technical multi-disciplinary Branch/work group. Is recognised as a national/international authority in casework related fields.	Has a strong knowledge of relevant Government policy and legislative requirements and national and international forensic science 'business' practices.

Table 125.2: Forensic Officer Work Level Descriptors – FO-5 to FO-7			
	Forensic Officer FO-5	**Forensic Officer FO-6**	**Forensic Officer FO-7**
Decision Making	Regularly makes decisions that impact on Divisional policy and external stakeholders.	Regularly makes decisions that impact on Departmental policy and work/scientific requirements at a Divisional and Departmental level. Participates at a senior level in state, national or international working parties and committees.	Regularly participates in decision making at the senior management level within the Department, Victoria Police and national and international forums.

Part 4 Property Officers

10. Uniform

Property Officers will be provided with access to an appropriate uniform. The uniform will incorporate shirt, pants, outer garment and shoes/boots.

Part 5 Police Custody Officers

11. General

The core terms and conditions of employment for Police Custody Officers will be in accordance with **Section I** of this Agreement except as follows.

12. Appointment and Salary

12.1 Police Custody Officers will be employed as Trainees for the duration of their initial training period. The initial training period means initial time spent undergoing training at the Victoria Police Academy, or other training location as determined by Victoria Police.

12.2 Police Custody Officers will be required to undertake training and fitness testing as determined by Victoria Police.

12.3 Salary for Police Custody Officers will be in accordance with **clause 15** of this Appendix.

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13. Hours of Work

13.1 Police Custody Officers will be required to work an average of 76 hours per fortnight to be worked over an average of no more than 10 days per fortnight, within the full span of 24 hours on any day. Wherever possible the Employer should roster each Employee a minimum of four rest days in a fortnight, or carry the outstanding balance of those rest days into the following fortnight's roster.

13.2 In each financial year a Police Custody Officer is to be rostered two consecutive rest days on at least 15 occasions including, where practicable, 10 weekends:

(a) where the Police Custody Officer is absent from work for part of the financial year the requirement shall be on a pro-rata basis.

(b) a Police Custody Officer may specifically request a roster pattern that precludes the ability to observe the minimum consecutive rest days rostering. If such a request is granted, the minimum requirements to consecutive rest days rostering will not apply.

(c) the Employer may alter a Police Custody Officer's rest day as a last resort and after consultation with the Police Custody Officer concerned. Where the rest day is altered the Employer shall allocate an alternative rest day within the same fortnight or overtime payments will apply in accordance with **clause 46** of **Section I** (Overtime) of this Agreement.

13.3 Shifts will be rostered in 8 hour and 6 minute blocks to incorporate a 30 minute unpaid meal break taken no later than five hours after the start of any shift. Meal breaks and overtime payments will be in accordance with **clause 45.2** of **Section I** (Meal Breaks) of this Agreement. Police Custody Officers that are in receipt of an annualised overtime meal allowance and do not receive a meal break are not entitled to the overtime payments in **clause 46** of **Section I** (Overtime) of this Agreement.

13.4 Police Custody Officers will be granted a night work recovery shift following a period of 7 or more consecutive shifts of night work.

13.5 Night work recovery shift means a period of 24 hours free of duty from the conclusion of a night shift and before the commencement of the next period of duty.

13.6 Where the Police Custody Officer and the Employer agree to work a pattern of night shift other than 7 consecutive shifts of night work, the night work recovery shift must attach to the longest continuous period of night work in that period. In this case, the employer will roster only one night work recovery shift in a 28 day period and will ensure recovery from other periods of night work by rostering the Employee in a ten hour minimum break or a rest day.

13.7 Where a Police Custody Officer is required to work on a night work recovery shift, overtime compensation will apply in accordance with **clause 46** (Overtime) of **Section I** of this Agreement for all time worked until a rest period of at least 10 hours continuous duration is taken.

13.8 Shift and overtime payments will be in accordance with **Section I** of this Agreement.

14. Uniform

14.1 Police Custody Officers will be provided with an appropriate uniform as determined by Victoria Police.

14.2 A Police Custody Officer, required by the Employer, to have and maintain a uniform shall be paid a fortnightly allowance of $15.

Part 6 Police Custody Officer VPS Aligned Classification Structure and Classification Descriptors – Victoria Police

15. Police Custody Officer Structure

15.1 The structure applying to Police Custody Officers is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule C**. The Police Custody Officer Classification Descriptors set out at **clause 16** and **clause 17** of this Appendix apply.

Table 126: Police Custody Officer Structure

Police Custody Officer (PCO) Structure	VPS Grade Alignment
PCO 1 Trainee	VPS salary point 1.1.4
PCO 2 Police Custody Officer	VPS salary 2.1.1 to VPS salary point 2.2.7
PCO 3 Police Custody Supervisor	VPS salary 3.1.1 to VPS salary point 3.2.5

16. Police Custody Officer Descriptors

16.1 The classification descriptors for Police Custody Officers are provided in **clause 17** of this Appendix.

16.2 The Police Custody Officer classification descriptors provided in **clause 17** of this Appendix are to be read in conjunction with the below information:

(a) PCO 2 descriptor 23: Court Assistance

(i) In accordance with clearly defined procedures, the PCO 2s will escort a prisoner to the court (for example walking them through from the police station), supervise that prisoner at the court and if so directed, escort the prisoner to another facility (could be back to the police station);

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(ii) Police Custody Officers will use the same powers in the court as they would in the police cells. Court should be generally be interpreted as Magistrate's Court because persons in police custody do not attend higher courts without being first in remand;

(iii) Police Custody Officers will not be required to perform court security/guard duties;

(iv) Police Custody Officers may be required when directed by the Magistrate to assist Protective Services Officers and Police Members if a situation arises that requires assistance in court; and

(v) If a Police Custody Officer is present in court they may be directed by the Magistrate to apply handcuffs or temporarily supervise a person in court.

(b) PCO 2 descriptor 24: Transport of persons in custody

(i) The Custody Sergeant will undertake a risk assessment and make all the operational/safety decisions before any transport/escort of a person in custody takes place;

(ii) Two Police Custody Officers will transport/escort persons in custody at all times; and

(iii) Where only one Police Custody Officer is available a Police Member will be required to perform transport/escort duties alongside the Police Custody Officer.

(c) PCO 2 descriptor 25: Fingerprinting

(i) Only Police Members will be authorised to ask the relevant questions of a person in custody prior to taking of fingerprints;

(ii) Police Custody Officers will only take a person's fingerprints where consent is given by the person in custody; and

(iii) Victoria Police has established that the majority of live scan fingerprinting in metro and country locations is undertaken by VPSG-2s.

(d) PCO 3 descriptors 23 and 24: Buccal Swabs (DNA)/Oral Fluid Testing/Evidentiary Breath Testing

Victoria Police has established that Police Custody Officers will unlikely perform these tasks in the foreseeable future.

Part 7 Police Custody Officers – Classification Descriptors

17. Police Custody Officer Classification Descriptors

The classification descriptors applying to Police Custody Officers are outlined in the table below.

Table 127: Police Custody Officers – Classification Descriptors

Table 127.1: Police Custody Officer Classification Descriptors

Police Custody Officer 1	Police Custody Officer 2	Police Custody Officer 3
Relates only to Police Custody Officer initial training period. The purposes of the initial training period is to provide an understanding of the police custody environment and equip staff with the basic skills and knowledge to enable them to work effectively in a police custody environment. A **Police Custody Officer 1**: 1. In the police custody environment always works under close supervision, either individually or in a team. 2. Undertakes specific and defined tasks within established rules under close supervision. 3. Works under clear and detailed instructions; tasks covered by standard procedures. 4. Is aware that deviation from procedures or unfamiliar situations is to be referred to higher ranks. 5. Performs work that is regularly checked. 6. Maintains existing systems and processes. 7. Provides and receives routine information. 8. Has a focus on learning, developing and refining work skills. 9. Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills.	A **Police Custody Officer 2**: 1. Provides standard services under general supervision and within a defined service delivery framework (e.g. Chief Commissioner Instruction, Local Standard Operating Procedures). 2. Undertakes risk assessments when receiving prisoners in to facility. 3. Maintains security in accordance with established procedures and controls offender movement through surveillance and the operation of security equipment. 4. Manages persons in custody, within defined procedures, in such a way as to maintain security and good order, and achieve co-operation. 5. Monitors current service delivery methods and identifies and recommends improvements to ensure that higher quality service is achieved. 6. Provides information and explains rules, procedures and operational policies to individual persons in custody and, where appropriate, to colleagues. 7. Resolves conflicts, issues and problems within guidelines and procedures. 8. Administers emergency first aid where required. 9. In accordance with operating procedures interviews, assesses and supervises persons in custody.	A **Police Custody Officer 3**: 1. Typically supervises a team within the police custody environment. 2. Supervises, coaches and trains less experienced staff. 3. Provides direction and feedback to staff who report to them. 4. Manages more complex offenders 5. Initiate improvements to service delivery within their areas of responsibility consistent with local or organisational guidelines. 6. Conducts basic analysis of statistical information relevant to the role; 7. Implements and maintains procedures and systems relevant to area of responsibility. 8. Monitors quality of service delivery and ensures that events / processing occur in a timely and efficient manner. 9. Exercises professional judgement about the application of rules, or the selection of choices within guidelines. 10. Resolves local operational service delivery problems within guidelines. 11. Reviews decisions, assessments and recommendations from less experienced team members. 12. Determines the work organisation of the work area.

Table 127.1: Police Custody Officer Classification Descriptors		
Police Custody Officer 1	**Police Custody Officer 2**	**Police Custody Officer 3**
	10. Administers routine questionnaires and tests to persons in custody. 11. Ensures maintenance of correct usage of equipment. 12. Provides advice on operational issues to senior staff. 13. Applies rules, processes and standards under general supervision. 14. Within operational constraints, may plan and prioritise own work program to achieve defined targets. 15. Is required to use judgement to solve problems arising in own work program. 16. Presents routine information to small groups and provides feedback to organisation. 17. Drafts routine internal reports and correspondence. 18. Liaises with stakeholders, persons in custody and external providers of goods and services. 19. Understands procedures for effectively dealing with people exhibiting challenging behaviours. 20. Understands and applies basic theoretical principles, under supervision, to achieve defined outcomes. 21. Develops knowledge of established techniques and organisational processes. 22. Uses software and technical equipment proficiently. 23. Uses power of 'authorised officers' under the Security Act. 24. Uses 'transport and supervise' powers to	13. Provides analysis and advice to contribute to decision-making by others. 14. Within guidelines, may manage budget and resources for the work area. 15. Lead a team through activities including individual and team performance management and development. 16. Explains concepts and policies to people in custody, stakeholders and staff. 17. Plans, leads, and facilitates information sessions and consultative processes in a range of settings. 18. Provide formal briefings for senior staff on significant issues. 19. Communicates issues and advocates a preferred case or option to stakeholders. 20. May be required to provide professional / technical advice consistent with role. 21. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations. 22. Is authoritative in the application of processes and policy relevant to the work unit. 23. Administers evidentiary breath tests and takes oral fluid samples under the Road Safety Act. 24. Supervises the taking of buccal swabs under the Crimes Act.

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Table 127.1: Police Custody Officer Classification Descriptors		
Police Custody Officer 1	**Police Custody Officer 2**	**Police Custody Officer 3**
	manage the custody of an arrested person in the police station or at a hospital. 25. Supervises the taking of fingerprints under the Crimes Act	

Part 8 Custodial Nurses

18. General

18.1 This **Part 8** applies to Custodial Nurses. Custodial Nurses are defined as nurses employed in Custodial Health Services, State Emergencies and Support Command (or the equivalent as described from time to time).

18.2 The core terms and conditions of employment for Custodial Nurses will be in accordance with **Section I** of this Agreement except as follows.

19. Shift Allowances (Saturday, Sunday, public holiday and night shifts)

19.1 Where a Custodial Nurse works a five-or-seven-hour shift, **clause 43.2(d)** of **Section I** of this Agreement should be applied.

19.2 Where a Custodial Nurse works a 12-hour shift, the below clause applies in lieu of **clause 43.2(d)**.

(a) For the purpose of this clause "part of a shift" means that period on a Saturday, Sunday or public holiday from:

(i) Midnight to completion of shift; or

(ii) Commencement of shift to midnight.

(b) A Custodial Nurse is entitled to be paid:

(i) The appropriate shift allowance for a Saturday, Sunday or public holiday (as applicable) as prescribed in **clause 43.2(a)** of **Section I** of this Agreement for each hour worked on that part of a shift that falls on the Saturday, Sunday or public holiday; and

(ii) The appropriate shift allowance for each hour worked on that part of a shift that does not fall on the Saturday, Sunday or public holiday.

(c) Custodial Nurses are entitled to the shift allowances set out in **clause 43.2** of **Section I** of this Agreement, except that Custodial Nurses are not entitled to the 50% allowance plus one day leave in lieu of work performed on a public holiday.

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For clarity, this means that Custodial Nurses who perform part of a night shift on a public holiday are entitled to the 150% allowance for each hour worked on the public holiday. This rule also applies if both parts of a night shift performed by a Custodial Nurse fall on public holidays.

Example:

An employee is rostered to work from 19:00 to 07:30 with the shift commencing on a Sunday. The hours worked between 19:00 to 24:00 will be paid at the applicable Sunday rate. For hours worked between 24:00 and 07:30 on the Monday, each hour attracts the relevant Monday shift allowance.

Example:

An employee is rostered to work from 19:00 to 07:30 with the shift commencing on a public holiday (i.e. Tuesday). The hours worked between 19:00 to 24:00 will be paid at the applicable public holiday rate of 150%. For hours worked between 24:00 and 07:30 on the non-public holiday (i.e. Wednesday), each hour attracts the relevant shift allowance (i.e. Wednesday shift allowance).

Example:

An employee is rostered to work from 19:00 to 07:30 with the shift commencing on Christmas Day and finishing on Boxing Day. As both parts of the night shift are performed on public holidays, all hours worked during the whole shift will be paid at the applicable public holiday rate of 150%.

20. Daylight Saving

See also **clause 46**(Overtime)

20.1 Despite the overtime provisions of this Agreement, if a Custodial Nurse works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Custodial Nurse will be paid for the actual hours worked at the ordinary time rate of pay.

Example:

A Custodial Nurse is rostered to work a twelve hour night shift from 19:00 through to 07:30 (including a 30 minute paid meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Custodial Nurse therefore works eleven hours. The Custodial Nurse is paid for eleven hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

Example:

A Custodial Nurse is rostered to work a twelve hour night shift from 19:00 through to 07.30 (including a 30 minute paid meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Custodial Nurse therefore works thirteen hours. The Custodial Nurse is paid for thirteen hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is paid for the additional hour worked.

20.2 For the purpose of calculating accrued days off, Custodial Nurses who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

21. Qualification Allowance

21.1 Entitlement

Subject to **clause 21.2** below, a Custodial Nurse is entitled to a qualification allowance, if they have a:

(a) relevant qualification in addition to their base nursing qualification; or

(b) base qualification that is a double degree or master's degree.

21.2 Eligibility

Custodial Nurses in receipt of a 20% retention allowance are not entitled to the qualification allowance.

21.3 One Qualification Allowance Only

A Custodial Nurse holding more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification held.

21.4 Evidence

A Custodial Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of the relevant qualification for which the entitlement is claimed.

A Custodial Nurse will meet the evidence requirements when they have provided the Employer with evidence from the education / training provider that would satisfy a reasonable person that the Custodial Nurse has obtained the qualification for which the allowance is claimed, for example:

(a) the award of the qualification; or

(b) the certificate of the qualification.

21.5 Rates for Qualification Allowances

A Custodial Nurse entitled to a qualification allowance under this clause will be paid, in addition to their base salary, as follows:

(a) 4.0% of the employee's base rate of pay for a Graduate Certificate;

(b) 6.5% of the employee's base rate of pay for a Postgraduate Diploma, Degree or a Double Degree;

(c) 7.5% of the employee's base rate of pay for a Masters; or

(d) 10% of the employee's base rate of pay – for a Doctorate or a PhD.

21.6 Pro rata entitlement

The allowance is to be paid on a pro-rata basis for part-time and casual employees.

Part 9 Aboriginal and Community Liaison Officers

22. Aboriginal and Community Liaison Officers

22.1 Victoria Police recognise the cultural and linguistic diversity of Community Liaison Officers and Aboriginal Community Liaison Officers across the network. Where Victoria Police agrees to appoint a Community Liaison Officer or Aboriginal Community Liaison Officer to use their skills in a second language to assist members of the public who have low English proficiency and as part of their role, they will be entitled to the language allowance as set out in **clause 39.4** of this Agreement provided the eligibility criteria has been met.

22.2 The Community Liaison Officers and Aboriginal Community Liaison Officers will be provided with two name badges during the life of this Agreement, which will identify their role within Victoria Police.

Appendix 9 Safe Transport Victoria

1. Application

This Appendix applies to Transport Safety Officers (TSO) in Safe Transport Victoria (ST Vic).

2. Court Appearances

2.1 Where a TSO in Safe Transport Victoria is required to attend at court or remain on stand-by for attendance at a court as a part of their duties, the Employer will make every effort to ensure that such events are scheduled to occur during times that the Employee is rostered for work.

2.2 Where **clause 2.1** is not possible, the following applies**:**

(a) Where the Employee is required to attend at court at a predetermined time, that time will be paid as overtime in accordance with **clause 46, Section I** of this Agreement**.**

(b) Where the Employee is not required to attend at court at a predetermined time, but must remain on stand-by for attendance, for each day or part thereof that an Employee is required to be available, payment of the 'per night' stand-by allowance in accordance with **clause 39.5, Section I** of this Agreement will be made. Actual attendance, if required, will be paid in accordance with **clause 39.5, Section I** of this Agreement.

3. Non-Emergency Stand-By

3.1 A TSO who is required by the Employer to be on stand-by under **Section I, Part 5, clause 39.5** of this Agreement, will be compensated at the rates specified in the following table:

Table 128: Non- Emergency Stand-By (ST Vic)

Date of effect	Primary stand-by - **rostered on** ordinary day - Daily rate	Primary stand-by - **not rostered on** ordinary day - Daily rate	Secondary stand-by - **rostered on** ordinary day - Daily rate	Secondary stand-by - **not rostered on** ordinary day - Daily rate
1 May 2024	$61.20	$122.00	$44.00	$87.85
1 May 2025	$63.05	$125.65	$45.30	$90.50
1 May 2026	$64.95	$129.40	$46.65	$93.20
1 May 2027	$66.90	$133.30	$48.05	$96.00

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3.2 Primary Stand-by:

A TSO who is required to return to work when on stand-by will be compensated in accordance with **Section I, Part 5, clause 39.5** of this Agreement.

Appendix 10 Independent Broad-based Anti-corruption Commission

Part 1 Surveillance, Investigators, Intelligence Analysts and Senior Forensic Accountants

1. Introduction

In recognition of the particular work arrangements of surveillance officers within the Surveillance Unit of the Independent Broad-based Anti-corruption Commission (**IBAC**) and specified Employees within the Investigations Unit of IBAC, Eligible Employees may elect to be paid a composite allowance under **Part 1** of this Appendix.

2. Eligible Employees

2.1 For the avoidance of doubt, **Part 1** of this Appendix applies to all Eligible Employees, unless otherwise specified.

2.2 For the purposes of **Part 2** of this Appendix, an Eligible Employee is an IBAC Employee who is:

(a) primarily employed as a surveillance officer in the Surveillance Unit (**Eligible Surveillance Officer**); or

(b) employed within the Investigations Unit as:

(i) Team Leader Investigations,

(ii) Principal Investigator;

(iii) Senior Investigator;

(iv) Senior Intelligence Analyst;

(v) Investigator;

(vi) Intelligence Analyst;

(vii) Senior Forensic Accountant; or

(viii) Other Eligible Operations / Intelligence/Investigative Employees as described from time to time; and

(c) is fully fit to perform their duties; and

(d) holds all necessary qualifications and licenses to perform their duties, as required from time to time, and

(e) makes themselves available to work:

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(i) ordinary hours of work (as defined in **clause 4** of **Part 1** (**Ordinary Hours of Work**), in respect of Eligible Surveillance Officers only; and

(ii) the work arrangements set out at **clause 5** of **Part 1** (**Work Arrangements**); and

(f) who, at the time at which Ordinary Hours of Work and Work Arrangements are performed, holds a position classified at or below VPS 6 grade.

2.3 Where an Eligible Employee is promoted to VPS Grade 7 or higher, or paid a higher duties allowance for performing duties classified at VPS Grade 7 or higher the Eligible Employee is not entitled to the Composite Allowance from the date of the promotion or the commencement of the performance of the higher duties.

3. Composite Allowance

3.1 The Composite Allowance will be paid in addition to the Eligible Employee's base salary and shall be calculated annually at:

(a) 20 per cent of an Eligible Surveillance Officer's base salary (in respect of Eligible Surveillance Officers only); and

(b) 10 per cent of an Eligible Intelligence/Investigative Employee's base salary (in respect of Eligible Intelligence/Investigative Employees only).

3.2 The Composite Allowance and the other entitlements provided under **Part 1** of this Appendix are in lieu of all entitlements which are otherwise applicable under **Section I – Core Terms and Conditions of Employment** of this Agreement and **Part 2** of this Appendix, inclusive of:

(a) Ordinary hours of work,

(b) Stand-by

(c) Recall to duty

(d) Overtime

(e) Time off in lieu

(f) Meal arrangements

(g) Meal breaks

(h) Work before the expiry of the minimum 10 hour break between periods of duty,

(i) Hours required to work outside the core hours of work between 7am and 7pm, and

(j) In relation to work performed by:

(i) Eligible Surveillance Officers during Ordinary Hours of Work, and in respect of the Work Arrangements; and

(ii) Eligible Intelligence/Investigative Employees in respect of the Work Arrangements.

4. Ordinary Hours of Work for Eligible Surveillance Officers

4.1 For the avoidance of doubt, clause 4 applies only to Eligible Surveillance Officers.

4.2 Ordinary hours of work for Eligible Surveillance Officers are an average of 76 hours per fortnight.

4.3 Ordinary hours of work may be rostered on:

(a) Saturdays; or

(b) Sundays; or

(c) Public Holidays; or

(d) Afternoon Shifts; or

(e) Night Shifts.

4.4 Afternoon Shift for a full-time Eligible Surveillance Officer means a period of duty commencing on or after 10.00am and before 8.00pm.

4.5 Night Shift for a full-time Eligible Surveillance Officer means a period of duty commencing on or after 8.00pm and before 6am.

4.6 Afternoon or Night Shift for a part-time eligible Employee means a period of duty commencing on or after 6.00pm and before 8.00am.

5. Work Arrangements

5.1 For the purposes of **Part 1** of this Appendix, Work Arrangements means:

(a) overtime work performed up to an average of 14 hours per fortnight as calculated over a 3 month period with respect to Eligible Intelligence/Investigative Employees;

(b) overtime up to and including 14 hours overtime per fortnight with respect to Eligible Surveillance Officers;

(c) work performed following recall to duty on:

(i) up to 26 occasions per calendar year for Eligible Surveillance Officer;

(ii) up to 12 occasions per calendar year for Eligible Intelligence/Investigative Employees;

(d) stand-by duty, including any applicable allowance, performed during up to and including;

(i) 26 weeks per calendar year, with respect to Eligible Surveillance Officer; and

(ii) 12 weeks per calendar year, with respect to Eligible Intelligence/Investigative Employees;

(e) work performed prior to the expiry of an ten hour break between shifts on up to 12 occasions per calendar year;

(f) work performed during meal breaks; and

(g) work performed by Eligible Surveillance Officers without 14 days' notice of a change to roster arrangements having been given including, but not limited to, changes to rostered start times.

5.2 For the purposes of **Part 1** of this Appendix, overtime for an Eligible Surveillance Officer means actual hours worked in excess of an average of 76 hours per fortnight. For Eligible Intelligence/Investigative Employees, the definition of overtime is as set out at **Section I – Core Terms and Conditions of Employment**.

6. Election of Composite Allowance

6.1 An Eligible Employee may elect to be paid:

(a) the Composite Allowance; or

(b) in accordance with the entitlements provided under the Core Terms and Conditions of Employment of the Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in Part 2 of this Appendix.

6.2 An election by an Eligible Employee to be paid the Composite Allowance:

(a) must be in writing;

(b) will commence from the first pay period after the election is made; and

(c) will remain in force unless rescinded or withdrawn in accordance with the provisions of **clause 8** of **Part 1** of this Appendix.

6.3 If an eligible Employee does not elect to be paid the Composite Allowance in accordance with the provisions of **Part 1** of this Appendix, the Eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 2** of this Appendix.

7. Payment of Composite Allowance

7.1 If an Eligible Employee has elected to be paid a Composite Allowance, the Composite Allowance will be paid in equal fortnightly payments at the same time at which the Eligible Employee's base salary is paid.

7.2 The Composite Allowance will be paid during periods of annual leave, long service leave and during the first four weeks' of personal leave (including accident compensation

leave) taken in aggregate in a calendar year and will be included for calculation of pay in lieu of long service leave.

7.3 In addition, an Eligible Surveillance Officer who elects to be paid the Composite Allowance and who is rostered to work, and during Ordinary Hours of Work, works:

(a) at least ten Sundays and/or Public Holidays during the annual leave accrual year, will be entitled to an additional week of annual leave; or

(b) less than ten Sundays and/or Public Holidays, during the annual leave accrual year, will be entitled to additional annual leave at the rate of one tenth of a working week in respect of each Sunday and/or Public Holiday so rostered and worked.

8. Ending the Composite Allowance

8.1 Upon the giving of 28 days' written notice to the Employer, an Eligible Employee may rescind an election to be paid the Composite Allowance. Upon the rescission becoming effective, the Eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 2** of this Appendix.

8.2 An Eligible Employee who has rescinded an election to be paid the Composite Allowance may, on the anniversary of the Eligible Employee's annual salary increase under the Core Terms and Conditions of Employment of this Agreement, re-elect to be paid the Composite Allowance (but not before this date). Such election must be made in accordance with, and will be governed by, the provisions of **Part 1** of this Appendix.

8.3 Upon the giving of 28 days' written notice to an Eligible Employee, the Employer may withdraw an Eligible Employee's entitlement to elect and be paid the Composite Allowance. A decision by the Employer to withdraw an Eligible Employee's entitlement to elect and be paid the Composite Allowance will be based on:

(a) the Employee no longer being eligible to be paid the Composite Allowance, in accordance with **clause 2** of **Part 1**;

(b) the Eligible Employee being unavailable or having a limited capacity to perform the Work Arrangements, and the Ordinary Hours of Work (with respect to Eligible Surveillance Officers); or

(c) a change in work practices or circumstances which, in the reasonable opinion of the Employer, significantly reduces the requirement for an Eligible Employee to undertake the Work Arrangements, and the Ordinary Hours of Work (with respect to Eligible Surveillance Officers).

8.4 If the Composite Allowance arrangement ceases under this sub-clause, an Eligible Employee may request in writing to again be paid the Composite Allowance only after 12 months has lapsed since the Employer withdrew the arrangement. Acceptance will be at the discretion of the Employer, having regard to the inherent requirements of the job and whether or not the circumstances relating to the withdrawal have changed. If the Employer accepts the Composite Allowance request, the Composite Allowance arrangement will commence in accordance with **clause 7.**

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9. Overtime and TOIL

9.1 Subject to the other terms of **Part 1** of this Appendix, an Eligible Employee who is paid the Composite Allowance:

(a) is entitled to be paid for overtime worked in excess of that set out in the Work Arrangements, in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 2** of this Appendix; or

(b) may elect to take time off in lieu (**TOIL**) of payment for overtime worked in excess of that set out in the Work Arrangements, in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 2** of this Appendix.

9.2 Overtime shall only be worked with the prior approval of the relevant Manager or delegate thereof. This includes the overtime included in the Work Arrangements.

9.3 Prior to commencing any overtime in excess of that set out in the Work Arrangements, the Eligible Employee and the Employer must agree as to whether such overtime will be paid or taken as TOIL, in accordance with this Appendix. The Employer will agree to overtime in excess of that set out in the Work Arrangements being paid unless the Employer considers that health and safety considerations indicate that such overtime should be taken as TOIL.

9.4 TOIL can only be accrued to a maximum of 38 hours at any one time. Once an eligible Employee accrues 38 hours of TOIL, any additional overtime hours in respect of which the Eligible Employee would have an entitlement to be paid or take TOIL under **Part 1** of this Appendix must be taken as paid overtime.

9.5 During any one calendar year, a maximum of 38 hours TOIL may be converted into annual leave.

10. Stand-by

10.1 Eligible Employees will not be rostered for stand-by duty while on approved leave.

10.2 An Eligible Employee who is rostered for stand-by duty must, at all times while on stand-by duty:

(a) be contactable;

(b) have a zero-blood alcohol level; and

(c) be able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall.

10.3 An Eligible Employee who is paid the Composite Allowance will be paid for stand-by duty undertaken in excess of:

(a) 26 weeks per calendar year with respect to Eligible Surveillance Officers; and

(b) 12 weeks per calendar year, with respect to Eligible Intelligence/Investigative Employees;

in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 2** of this Appendix.

11. Record and Review of Hours Worked

11.1 Eligible Employees are required to promptly and accurately record their hours worked in accordance with this clause, or as otherwise required by the Employer, to ensure all overtime worked is reasonable and does not present a risk to operational health and safety.

(a) At the end of the first 12 month period following the commencement of this Agreement, an audit of the data collected under **clause 11** of this Appendix will be undertaken by the Employer. In the event that the amount paid to an Employee who has elected to be paid the composite allowance is less than the amount to which the Employee would have been entitled, had the employee not elected to be paid the composite allowance, the Employee will be paid an amount equivalent to the shortfall within 28 days of completion of the audit.

(b) The Employer will conduct a further review 24 months after the commencement of this Agreement and de-identified data will be made available to CPSU and Employees. Any shortfall in payment to any Employee will be paid in accordance with **clause 11.1(a)**.

(c) The Employee will be provided with a copy of the audit conducted under **clauses 11.1(a)** and **11.1(b)**.

(d) Following the review under **clause 11.1(b)**, the Employer will meet with:

(i) Employees to brief them on the outcome of the review; and

(ii) CPSU to discuss the findings of the review and value of the composite allowance.

12. Rostering Principles

Should there be any changes to the current rostering principles applicable to Eligible Surveillance Officers, IBAC will follow the processes outlined in **clause 11** (Implementation of Change) of this Agreement.

Part 2 Supplementary Terms and Conditions of Employment for Operational Employees

13. Introduction and Application

13.1 The nature of the work performed by operational Employees of IBAC will at times require those Employees to work longer, unusual and less regular hours than those envisaged by **Part 6 - Hours of Work and Related Matters** of the Core terms and Conditions of Employment of this Agreement.

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13.2 The terms and conditions set out in **Part 2** of this Appendix apply to Employees employed in any of the following units of IBAC:

(a) Surveillance;

(b) Investigations;

(c) Digital Forensics and Collections; and

(d) Legal and Compliance,

who are conducting a time critical task, as determined by the Employer, in relation to an IBAC investigation, subject to the provisions of **Part 1** of this Appendix (for Eligible Employees who have elected to be paid a Composite Allowance).

14. Operational Stand-by Allowance

14.1 For the avoidance of doubt, the application of this clause is to the exclusion of **clause 39.5 (Stand-by/recall allowance)** of the Agreement.

14.2 For the purpose of **Part 2** of this Appendix, 'stand-by duty' is when an Employee is requested by the Employer to be ready to perform work outside of normal working hours as part of a formal stand-by arrangement. The Employee is not required to be at the workplace during the period the Employee is on stand-by duty.

14.3 Employees will not be rostered for stand-by duty while on approved leave. All Employees who are rostered for stand-by duty must, while on stand-by duty, be:

(a) contactable;

(b) able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall; and

(c) have a zero blood alcohol level.

14.4 Employees rostered for stand-by duty will be paid a stand-by allowance in accordance with the rates set out at **clause 39.5(e)** of **Section I** of this Agreement **(Stand-by/Recall Allowance)**.

14.5 Intermittent duty in connection with the stand-by duty in excess of one hours' duration will be remunerated as overtime in accordance with **clause 46 (Overtime)** of the Agreement (including the additional overtime provision applicable to IBAC – see below).

14.6 An Employee will be entitled to receive the Stand-by Allowance in situations when an Employee is required to return to the workplace.

14.7 Payment of the Stand-by Allowance for successive days may be appropriate in certain circumstances. IBAC will endeavour to allocate stand-by duty so that Employees are not on stand-by for more than ten consecutive days.

14.8 The Stand-by Allowance includes compensation for up to an hour of work, provided that work must be done out of normal hours and can be done without returning to the workplace. If an Employee is required to return to the workplace, then they will be eligible for overtime (see below).

14.9 Payment of the Stand-by Allowance will only be made if the Employer has given approval in advance.

15. Payment of Overtime

15.1 This clause applies to the exclusion of **clause 46 (Overtime)** of the Agreement, unless otherwise specified.

15.2 **Clause 46.6(a)** of the Agreement limits eligibility for payment of overtime to VPS Grade 4 Employees and below. IBAC is able to extend that eligibility to cover Employees at VPS Grade 5, and does so in this clause.

15.3 Payment of overtime to VPS Grade 5 Employees and below is only to cover overtime worked at the Employer's direction as required for operational reasons.

15.4 From 1 July 2020, the ordinary rate of payment for the calculation of overtime is capped at the lowest pay point within Grade 4 in accordance with **clause 46.7(b)** of **Section I** of the Agreement (**Capped Hourly Rate**).

15.5 Payment of overtime is in accordance the following terms:

(a) a minimum of three hours overtime will be paid where an Employee is recalled to duty;

(b) for overtime from Monday to Saturday (except Public Holidays), the first three hours will be paid at time and a half and the rest at double time (at the Capped Hourly Rate);

(c) for overtime on Sundays, double time is paid (at the Capped Hourly Rate);

(d) for overtime on Public Holidays double time and a half is paid (at the Capped Hourly Rate); and

(e) time in lieu of payment (TOIL) for overtime can accrue as follows:

(i) for Monday to Friday, the first three hours will be accrued at time and a half and the rest at double time

(ii) for Saturdays and Sundays at double time

(iii) for Public Holidays at double time and a half

(iv) a minimum of three hours TOIL will accrue if an Employee is recalled to duty, and

(v) the Parties agree to review **clause 15.5(e)(iii)** at the expiry of the Agreement with specific consideration to IBAC operations, the financial impact and the public holiday TOIL provisions operating in **Section I** of the Agreement.

15.6 The time off in lieu of payment for overtime option is available to Employees at VPS Grades 1 to 5 inclusive.

15.7 Payment of overtime will only be made if the Employer has given approval in advance.

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16. Hours of Work Outside the Span of Hours (Not Overtime)

16.1 For the avoidance of doubt, this clause applies to time worked outside the span of hours, to the exclusion of **clause 46** of the Agreement.

16.2 Employees from VPS Grades 1 to 5 level may be paid or accrue time for agreeing to undertake ordinary hours of work outside the span of hours.

16.3 The Agreement refers to span of hours being from 7.00 am to 7.00 pm on any weekday. From time to time, Employees may be requested to undertake ordinary hours of work outside this span of hours. Ordinary hours worked outside the span of hours is voluntary and to be agreed by the Employee and their Manager.

(a) Ordinary hours worked outside the span of hours Monday to Saturday (except Public Holidays), will be paid at time and a half for the first three hours comprising one hour ordinary salary and a half hour at the capped hourly rate and the rest at double time comprising one hour at ordinary salary and one at the capped hourly rate.

(b) Ordinary hours worked outside the span of hours on Sundays will be paid at double time comprising one hour ordinary salary and one hour at the capped hourly rate.

(c) In relation to Public Holidays – **clause 46.7 (Overtime)** of the Agreement will apply.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The payment of time at the capped hourly rate will be the only additional payment received if the payment option is chosen.

16.4 The time off in lieu of payment is available to Employees at VPS Grades 1 to 5 inclusive, as follows:

(a) Ordinary hours worked outside the span of hours Monday to Friday at time and a half rates consisting of one hour salary paid and one half hour time accrued for the first three hours and double time consisting of one hour salary and one hour accrued time for the remaining hours worked outside the span of hours.

(b) Ordinary hours worked on Saturdays, Sundays or Public Holidays will attract double time consisting of one hour salary paid and one hour accrued time.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The accrual of time is the additional component if the TOIL option is chosen.

17. TOIL

17.1 TOIL is to be taken as soon as practicable at a time mutually agreeable to the Employee and Manager, in the interest of health, safety and Employee wellbeing. The taking of TOIL is conducive to a safe and productive working environment. To this end, it is important that Employees and Managers manage TOIL. As a guideline, Employees are encouraged to take TOIL within 60 days of accruing it.

17.2 As per **clause 46 (Overtime)** of the Agreement, Employees will be paid out any TOIL upon termination.

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18. Approval process

18.1 Stand-by and overtime payments will only be made if the Employer has given approval in advance and TOIL will only be provided if the Employer has given approval in advance.

18.2 Stand-by, overtime, and TOIL must be documented in accordance with the requirements of IBAC.

Appendix 11 Court Services Victoria

1. Introduction and Application

1.1 This Appendix seeks to support the strategic objectives of Court Services Victoria through the provision of remuneration and conditions of employment specific to the Court Services Victoria workforce.

1.2 The terms and conditions set out in this Appendix apply to Court Services Victoria Employees, employed in the business areas or positions specified within the respective clauses of the Appendix, from any of the following areas:

(a) Supreme Court of Victoria;

(b) County Court of Victoria;

(c) Magistrates' Court of Victoria;

(d) Victorian Civil and Administrative Tribunal;

(e) Coroners Court of Victoria;

(f) Children's Court of Victoria;

(g) Judicial College of Victoria; and

(h) Jurisdiction Services.

2. Court Registrars Structure

2.1 The Parties acknowledge the intent of the review of the classification of Clerk of Courts and registry roles provided for in the *Victorian Public Service Enterprise Agreement 2020* Appendix 11 clause 2.2 was to provide transparency of registry roles, locations and classifications, and articulate career pathways.

2.2 The Parties agree that the intent of the classification review of Clerk of Courts and registry roles will be fulfilled through the Employer providing a centralised online information hub which:

(a) Defines the role title, purpose, location and classification level for all registry roles of the Employer;

(b) Details registry career pathways by schematics for each court and VCAT including the following courts within Magistrates' Court of Victoria:

(i) Melbourne Magistrates' Court;

(ii) An indicative metropolitan Magistrates' Court;

(iii) An indicative regional Magistrates' 'Headquarter' Court (howsoever named);

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(iv) An indicative larger regional Magistrates' Court 'satellite court' (howsoever named) managed by a Registrar classified as VPS 5.1 or above;

(v) An indicative smaller regional Magistrates' Court 'satellite court' (howsoever named) managed by a Registrar classified VPS 3.2;

(vi) Drug Court.

(c) is accessible via a link from the intranet home page of each court and VCAT.

(d) may be amended from time to time as required following consultation with the Union.

2.3 Specific provisions applying to the Court Registrar structure at the Magistrates' Court of Victoria, the County Court of Victoria and the Children's Court of Victoria are:

(a) Trainee Registrar - a minimum salary of VPS Grade 2, Value Range 2, salary point 1 and VPS Grade 2, Value Range 2, salary point 2 for a relevant qualification;

(b) Qualified Trainee Registrar* - a minimum salary of VPS Grade 2, Value Range 2, salary point 5, upon attainment of the relevant Court Trainee Program; and

**Powers not yet delegated*

(c) Salary points for entry and completion of stages of training and recognition of prior learning / relevant qualification in the existing Court Registrar Trainee Program is set out in the table below.

Table 129: Court Registrar Structure

Position	No Relevant Qualification	Relevant Qualification
Entry as Trainee Registrar	VPS Grade 2, Value Range 2.1	VPS Grade 2, Value Range 2.2
Completion of stage 1	VPS Grade 2, Value Range 2.3	VPS Grade 2, Value Range 2.4
Qualified Trainee Registrar on completion of stage 2	VPS Grade 2, Value Range 2.5	
Deputy Registrar	VPS Grade 2, Value Range 2.7	

2.4 Trainee Registrars will advance to Qualified Trainee Registrar* (Grade 2, Value Range 2.5) on completion of stage 2 of the relevant Court Trainee Program and having met the experience and performance standards.

**Powers not yet delegated*

2.5 For the purposes of **clause 2.4** above, 'experience' for Trainee Registrars participating in the Court Trainee Program is defined as a period of not more than 30 months (2.5 years'). In exceptional circumstances, at the request of the Employee, this timeframe may be extended to a period of not more than 36 months (3 years), with the agreement of the Employer. Requests for an extension under this clause will not be unreasonably refused.

2.6 The Employer will provide paid time release from operational duties during ordinary work hours for Trainee Court Registrars to complete all aspects of training logs and/or assessments as part of the Court Trainee Program. Release will be arranged having regard to the course requirements and operational needs of the Employer.

2.7 The Employer agrees to take all reasonable steps to ensure that Trainee Registrars are appropriately rotated across court lists as part of the Court Trainee Program in a timely manner so as not to lead to an unreasonable delay in the completion of the relevant Court Trainee Program.

2.8 Nothing in **clause 2.5** of this Appendix, prevents a Trainee Registrar from advancing to Deputy Registrar before completion of 30 months (2.5 years') service.

3. Supreme Court of Victoria Tipstaves and Associates Additional Leave

Up to twenty (20) days per annum of additional leave may be granted on the recommendation of the Judge with the approval of the Chief Justice.

4. County Court of Victoria Tipstaves and Associates Additional Leave

Up to twenty (20) days per annum of additional leave may be granted on the recommendation of the Judge with the approval of the Chief Judge.

5. Circuit Court Allowance

5.1 For the purposes of this **clause 5** of this Appendix, circuit court duties and/or travel means travel for the purposes of Court sittings of the Supreme Court of Victoria and County Court of Victoria held in regional cities and towns within Victoria.

5.2 For the purposes of this **clause 5** of this Appendix, a Circuit Court Allowance will be paid to:

(a) a judicial support Employee at the Supreme Court of Victoria including a Tipstaff, Associate, Secretary or Personal Assistant to a Judge or Associate Judge, or other required Employee as approved by the Judge in Charge of the Circuit list; or

(b) A judicial support Employee at the County Court of Victoria including a Tipstaff or Associate or other required Employee as approved by the Principal Registrar.

5.3 Where a judicial support Employee is required to attend official circuit court duties away from their usual place or places of work, the Employer may elect to provide, or pay directly for, the Employee's overnight accommodation and/or meals and/or incidentals.

5.4 Where the Employer does not provide, or pay directly for the judicial support Employee's overnight accommodation and/or meals in accordance with **clause 5.3**, the Employer will pay a circuit court allowance for any expenses actually and necessarily incurred in the course of their authorised duties, for overnight accommodation and/or meals and/or incidentals.

5.5 The Employer will apply the rulings of the Commissioner of Taxation (Australian Tax Office), as adjusted from time to time, relating to reasonable allowances in determining the circuit court allowance payable, unless otherwise agreed.

5.6 For multiple day absences, the allowance payable will be adjusted for the first day and last day of travel where required.

5.7 A judicial support Employee required to use their private motor vehicle, private mobile phone or home phone in the course of their employment will be reimbursed in accordance with **clause 40**, **Section I** of this Agreement (Reimbursement of Expenses).

6. County Court Uniform Provisions

6.1 Initial Uniform Provision - Tipstaves

(a) 2 Jackets (one issued at commencement and a second jacket once completion of probation is confirmed)

(b) 3 Trousers/Skirt

(c) 5 Shirts (short or long sleeves)

(d) 1 Vest (or one knitted item)

(e) 2 Belts

(f) 2 Ties (choice of two styles)

6.2 Annual provisions (as required) - Tipstaves

5 Shirts (short or long sleeves)

6.3 Biennial Provisions (as required) - Tipstaves

(a) 1 Jacket

(b) 3 Trousers/Skirt

(c) 5 Shirts (short or long-sleeve)

(d) 1 Vest (or one knitted item)

(e) 2 Belts

(f) 1 x Tie (choice of two styles)

6.4 Tipstaves annual shoe reimbursement

(a) Tipstaves annual shoe reimbursement of up to $150.00.

(b) The reimbursement amount will be indexed annually according to the appropriate CPI measure and applied through local policy.

6.5 Annual provisions - Associates

Associates will be provided with 2 Jabots each year.

Appendix 12 Office of the Governor

1. Commuted Overtime Allowance

1.1 An eligible Employee will be paid a commuted overtime allowance of 20% of their base salary in lieu of all entitlements for working overtime prescribed by **clause 46 of Section I** of this Agreement. This commuted overtime allowance will involve up to 14 hours of additional hours worked per fortnight. Overtime hours worked beyond the 14 hours per fortnight will be worked at the direction of the Employer and paid as overtime.

1.2 The commuted overtime allowance will not replace an Employee's entitlement to payment for meal breaks worked during overtime and rest periods during overtime.

1.3 An eligible Employee means an Employee working within the Office of the Governor, other than a casual Employee, who regularly works overtime at the direction of the Employer in addition to their ordinary hours of work.

2. Uniforms

2.1 The uniforms described in **clause 2.4** below are compulsory and must be worn at all times while on duty by those Employees who are required by the Employer to wear uniforms.

2.2 Uniforms may only be worn for work purposes. An Employee who presents for work in other than the required uniform will be considered ineligible for duties.

2.3 The colours of uniform items and the need for clothing items to have a logo of Office of the Governor will be determined by the Employer.

2.4 Employees Required to Wear Uniforms

(a) Building Maintenance Employees

(i) 5 trousers

(ii) 2 jumpers

(iii) 1 pair of black work shoes (steel cap)

(iv) 1 pair of work boots (steel cap)

(v) 5 polo shirts

(vi) 3 baseball caps

(vii) 1 wet weather jacket

(viii) 1 wet weather vest

(ix) 1 high visibility safety vest

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(x) 1 belt

(xi) 8 pairs of black socks.

(b) Transport Officer/Driver

(i) 2 suits

(ii) 1 extra pair of trousers

(iii) 7 white business shirts

(iv) 2 jumpers/vests or 1 vest and 1 jumper

(v) 1 black belt

(vi) 2 ties

(vii) 1 pair plain black shoes

(viii) 8 pairs of black socks.

(c) Laundry/House Attendants

(i) 2 trousers

(ii) 2 cardigans

(iii) 5 white shirts

(iv) 2 vests

(v) 3 aprons

(vi) 1 pair plain black shoes

(vii) 8 pairs of black socks.

(d) Stewards

(i) 4 trousers

(ii) 2 jackets

(iii) 3 waistcoats

(iv) 2 ties

(v) 5 white shirts

(vi) 1 pair plain black shoes

(vii) 8 pairs of black socks.

(e) Kitchen Employees

(i) 5 trousers

(ii) 5 jackets

(iii) 5 hats

(iv) 5 aprons

(v) 1 pair of plain black shoes (steel cap)

(vi) 8 pairs of black socks.

(f) Garden and Grounds Employees

(i) 5 long sleeve work shirt (winter) khaki with logo embroidery

(ii) 5 long sleeve work shirt (summer) khaki with logo embroidery

(iii) 2 v neck jumper black with logo embroidery

(iv) 1 zip front jacket black with logo embroidery

(v) 2 polar fleece zip front jacket black with logo embroidery

(vi) 5 drill pants (winter) khaki

(vii) 5 drill pants (summer) khaki

(viii) 1 weather proof vest black/charcoal with logo embroidery

(ix) 1 beanie black with logo embroidery

(x) 1 broad brim hat khaki with logo embroidery

(xi) 1 pair of protective footwear

(xii) 8 pairs of socks

(xiii) wet weather clothing

(xiv) 1 cap.

(g) Security Team Employees

(i) 5 trousers

(ii) 5 shirts (long sleeve and/or short sleeve)

(iii) 2 items from the following - jumpers, vest, or cardigan

(iv) 1 high vis wet weather jacket and 1 high vis vest for warmer weather

(v) 1 zip front jacket

(vi) 1 pair black shoes

(vii) 8 pairs of black socks

(viii) 1 belt

(ix) 1 hat or cap

2.5 Uniform Allocation

(a) Uniforms will be provided to Employees on commencement of employment with Office of the Governor.

(b) Replacement of uniform items will be on a 12 monthly basis from the date of appointment, unless an item of uniform is still in good condition and does not require replacing. It is expected that wet weather jackets and vests, and visibility safety vests, will not require replacing within a 3 year period.

(c) If Employees are provided with shoes or boots as part of their uniform, or as a safety requirement, the shoes or boots must be replaced on a needs basis when the footwear becomes worn.

(d) Personal protective equipment will be provided to Office of the Governor Employees as required, including sunscreen and sunglasses for Employees who are required to perform work outdoors as part of their roles.

2.6 Uniform Care

(a) Items of uniform are to be kept by Employees in a clean and presentable manner. Employees are responsible for ensuring that all practical steps are taken to prevent damage or loss.

(b) Employees will be responsible for laundering their own uniforms, unless otherwise agreed by Office of the Governor.

2.7 Clothing Allowance – Aides to the Governor

(a) Employees who are employed as Aides to the Governor will be entitled to an allowance of up to the maximum prescribed in the table below on appointment to purchase items of clothing suitable for formal events.

Table 130: Clothing Allowance – Aides to the Governor

Date of effect	Maximum reimbursement amount
1 May 2024	$3,171
1 May 2025	$3,266
1 May 2026	$3,364
1 May 2027	$3,465

(b) Where the Employer has not directly purchased the items, Employees will be reimbursed for the cost of these items of clothing on provision of receipts.

(c) These items of clothing must be replaced when items of clothing become worn and in the opinion of the Employee's supervisor, require replacement.

3. Reimbursement of Expenses

3.1 **Clause 40** of **Section I** of this Agreement applies to Office of the Governor staff who incur costs associated with their duties. Such costs typically involve costs arising from duty-related travel.

3.2 Costs incurred in the course of duty will be paid directly to providers by the Office of the Governor. Where this is not possible, staff will be reimbursed upon the provision of valid receipts (tax invoice receipts) and in line with any Reasonable Benefit Limits determined by the Australian Taxation Office.

Appendix 13 Victorian Gambling and Casino Control Commission

1. Application

This Appendix applies to Employees of the Victorian Gambling and Casino Control Commission (VGCCC) unless otherwise provided.

2. Restraint Of Trade Allowance

2.1 An Employee who is subject to statutory restraints on their activities whilst an Employee will receive a 2 per cent allowance calculated on the Employee's base salary.

2.2 An Employee who is subject to a statutory post-employment restraint will receive an allowance calculated as 1.5 per cent of the Employee's base salary for the 2-year post-employment restraint.

2.3 Any subsequent exemption from the legislative restraint provisions will not result in a requirement to reimburse the VGCCC for an allowance, and the payment of an allowance will not prevent Employees from seeking and receiving such exemption.

3. Inspectorial Shift, Roster and Allowance Arrangements

3.1 For the purposes of **clause 3** of this Appendix, Inspector means an Employee who is:

(a) appointed as a Gambling and Liquor Inspector under the *Victorian Gambling and Casino Control Commission Act 2011* (Vic) (formerly the *Victorian Commission for Gambling and Liquor Regulation Act 2011* (Vic)); and

(b) engaged to perform Shift Work (as defined under **clause 43.1(a)** of **Section I** of this Agreement).

3.2 The Roster

(a) For the avoidance of doubt, the shift and roster provisions contained within **Section I** of the Agreement (**clause 43**) apply to the VGCCC. The shift and roster provisions set out below are additional to those contained in **Section I** of the Agreement. Where any inconsistency arises, the provisions in this Appendix prevail.

(b) For the purposes of **clause 3** of this Appendix, "standard roster" refers to the character of the roster (as referred to in **clause 12** of **Section I** of the Agreement) as developed by the Employer in consultation with Inspectors through the Roster Committee in accordance with the consultation process described below.

(c) The Employer will establish a committee (Roster Committee) to facilitate consultation with Inspectors in relation to all standard roster changes that affect the character of the roster (as referred to in **clause 12** of **Section I** of the Agreement).

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(i) The Roster Committee will be the primary means to facilitate such consultation.

(ii) The Roster Committee will consist of a maximum of six members comprising of two CPSU staff delegates, two management representatives of the Employer, one Health and Safety Representative and not more than one affected Inspector. The Employer will arrange meetings for the Roster Committee for the purposes of consulting with Inspector representatives on its proposal to introduce any amended standard roster. The Employer will minute the meetings of the Roster Committee and take into account the views of the Inspector representatives in settling the standard roster.

(iii) The Roster Committee must take into account the following factors in developing an amended standard roster:

- any risk to Inspectors' health and safety;
- the needs and preferences of the Employer;
- Inspectors' personal circumstances, including family responsibilities and preferences;
- the nature of the Inspectors' roles;
- the need for flexibility to alter rostered shifts;
- the desirability of certainty through the creation of a known roster cycle; and
- the preference for equitable distribution of Shift Work amongst Inspectors.

(d) Where the Employer has proposed to amend the standard roster, the employer will develop an amended standard roster and consult with the Roster Committee no later than 4 weeks prior from the commencement of the planned new roster period. This consultation period commences upon receipt of the draft roster and concludes no later than 14 calendar days from the commencement of the planned roster period (Consultation Period). If the parties do not reach agreement by the end of the Consultation Period, the Employer may implement the roster in accordance with **clause 12** of this Agreement.

(e) The standard roster will:

(i) include day, afternoon and night Shift Work arrangements, as developed by the Employer in consultation with Employees; and

(ii) reflect the Employer's operational requirements.

(f) For the purposes of **clause 3.2(e)** of this Appendix, afternoon shift and night shift will have the meaning given to them in **clause 43** of this Agreement**.**

3.3 Individual Changes

(a) Any request for flexibility in shift start times is to be discussed with the Team Leader/Manager.

(b) Inspectors can negotiate altered Shift Work arrangements directly with their Team Leader/Manager after rosters have been posted. The Team Leader/Manager will consider all Inspectors equally taking into consideration operational requirements and the preferences of Inspectors. Roster requests will not be unreasonably refused.

(c) Changes to roster arrangements by the Employer will be made in accordance with **clause 12** of **Section I** of this Agreement. Where less than 48 hours' notice is given by the Employer of changed shift arrangements, affected Inspectors will be paid overtime rates for shifts occurring during the 48 hour period.

3.4 Commuted Off-Roster Allowance – Inspectors

(a) Subject to this clause, an Inspector who is nominated by the VGCCC to perform special investigative duties, special duties or projects off the standard roster will receive a 15.5 per cent allowance calculated on the Inspector's base salary in respect of the hours that includes weekends worked off the standard roster, for the period (duration) of the special investigative duties, special duties or projects.

(b) This clause does not apply to an Inspector who is a Manager.

3.5 Commuted Off-Roster Allowance – Managers of Inspectors

An Inspector who is a Manager will receive a 15.5 per cent commuted allowance calculated on the Manager's base salary in recognition of regular additional hours that includes weekends worked off the standard roster.

3.6 Casino

(a) The VGCCC will determine the staffing levels and span of shift hours required at the Casino, in accordance with the VGCCC's operational requirements.

(i) The development of a separate standard roster for inspector duties to be conducted at the Casino will be in accordance with **clause 3.2** of this Appendix.

(b) If the VGCCC determines, at any time, that the number of Inspectors rostered for duty at the Casino is in excess of requirements, the roster or work location of one or more Inspectors may be varied.

(c) If there is an unplanned absence from a team, the VGCCC will determine if extra staffing resources are required. If the VGCCC determines that additional resources are required, the VGCCC will contact Inspectors to determine if they are available to undertake additional work.

(d) If an Inspector undertakes additional work in accordance with **clause 3.6(c)** of this Appendix above, the Inspector will be paid in accordance with **clause 46**, **Section I** of this Agreement for the hours so worked.

(e) An Inspector may reasonably refuse additional work offered in accordance with **clause 3.6(c)** of this Appendix.

Appendix 14 Game Management Authority

1. Application

This Part applies to all non-executive Employees of the Game Management Authority (GMA).

2. Non-Emergency Stand-By/Recall

2.1 An Employee who is required by the Employer, as part of their duties, to be on stand-by and available to return within a specified maximum period of time to undertake intermittent duty outside their normal hours of duty will be compensated at the rates specified in the following table:

Table 131: Non-Emergency Stand-by/Recall (GMA)

Date of effect	Amount per night	Amount per day/night
1 May 2024	$61.20	$122.00
1 May 2025	$63.05	$125.65
1 May 2026	$64.95	$129.40
1 May 2027	$66.90	$133.30

2.2 An Employee who is recalled to duty must be paid for a minimum of 3 hours.

2.3 All other provisions of **clause 39.5**– Standby/recall in the Agreement will apply with any overtime being paid in accordance with **Appendix 14**, **Clause 11** – Overtime.

3. Recall to Duty

3.1 Where the Employer recalls an Employee to perform work the Employee will be paid for a minimum for 3 hours work in accordance with the overtime provisions in **clause 11** (Overtime) of this Appendix.

3.2 If work continues for more than the initial 3 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in **clause 11** (Overtime) of this Appendix.

3.3 If an Employee is recalled to duty within 3 hours of ceasing a previous work period, the total work period prior to re-commencement of the work on the recall will be included in calculating the hours of duty for the day and will also be included for the purposes of calculating a 16 hour work period.

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4. Duty Officer

4.1 An Employee may be required by a Director level officer or above to be the designated Duty Officer for a specified period. During the period of specified Duty Officer work, the Employee is required to be the primary contact for coordinating the initial response for any operational, safety, wellbeing, or emergency incidents. While performing this function, the employee will be paid the rates specified in the following table:

Table 132: Duty Officer (GMA)

Date of effect	Day / Night rate	Night rate	Day rate – weekend / public holiday
1 May 2024	$366.15	$132.15	$233.70
1 May 2025	$377.15	$136.10	$240.70
1 May 2026	$388.45	$140.20	$247.90
1 May 2027	$400.10	$144.40	$255.35

4.2 The day rate (weekend/public holiday) of Duty Officer stand-by covers the period 10.00am to 6.00pm.

4.3 The night rate for Duty Officer stand-by covers the period between 6.00 pm and 10.00 am.

5. Replacement of damaged clothing

5.1 Where an Employee is directed to:

(a) wear clothing for field work, other than uniforms or other clothing provided by the Authority, and

(b) the clothing is damaged or destroyed as a direct consequence of the field work (excluding fair wear and tear),

the Authority will reimburse the Employee for reasonable replacement costs of the damaged or destroyed clothing with an equivalent item.

6. Shift Work

The Provisions of **clause 43** (Shift work) of the Agreement will apply to all VPS Employees employed as Game Officers within the GMA.

7. Camping

7.1 An Employee who is required to camp outdoors or reside in tendered or temporary accommodation or where commercially provided accommodation is below a 3-star permanent rating will be paid a camping allowance per night at the rates specified in the following table to compensate for the accommodation conditions:

Table 133: Camping Allowance (GMA)

Date of effect	Per night
1 May 2024	$64.70
1 May 2025	$66.65
1 May 2026	$68.65
1 May 2027	$70.70

7.2 For the purposes of this clause, a 3-star permanent rating must include:

(a) Clean bed linen provided

(b) Appropriate heating and cooling

(c) Meals available directly or indirectly

(d) House-keeping cleans after each booking

(e) Ablution facilities that are in room or close to the room.

8. Remote Locations

8.1 A range of socio-economic and geographic factors are taken into consideration in determining the remote status of a work centre including:

(a) distance from a large town;

(b) degree of isolation or distance from shops and services;

(c) requirements for additional cost of living;

(d) hardships including impact on spouse and children;

(e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;

(f) availability of medical facilities;

(g) involvement of family members in delivering Game Management Authority services; and

(h) prior demonstrated difficulty in attracting Employees to the location.

8.2 Two levels of Remote Location Allowance are available: (i) Highly Remote and (ii) Remote.

(a) The following locations have been determined as remote and their rating is listed below:

Table 134: Remote Locations (GMA)

RATING	NORTH WEST	NORTH EAST	GIPPSLAND
(i) Highly Remote	Walpeup Underbool	Mitta Mitta	Bendoc Dargo
(ii) Remote	Piangil Rainbow Sea Lake Speed Hopetoun Birchip Ouyen Edenhope	Corryong	Cann River Swifts Creek Mallacoota

(b) The following allowances apply:

Table 135: Remote Locations Allowance (GMA)

Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
Highly remote allowance					
1 May 2024	$5,990.25	$9,990.55	$4,195.30	$6,989.65	$3,998.70
1 May 2025	$6,169.95	$10,290.25	$4,321.15	$7,199.35	$4,118.65
1 May 2026	$6,355.05	$10,598.95	$4,450.80	$7,415.35	$4,242.20
1 May 2027	$6,545.70	$10,916.90	$4,584.30	$7,637.80	$4,369.45
Remote allowance					
1 May 2024	$3,596.70	$5,990.25	$2,397.95	$3,998.70	$2,000.10

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Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
1 May 2025	$3,704.60	$6,169.95	$2,469.90	$4,118.65	$2,060.10
1 May 2026	$3,815.75	$6,355.05	$2,544.00	$4,242.20	$2,121.90
1 May 2027	$3,930.20	$6,545.70	$2,620.30	$4,369.45	$2,185.55

(c) The categories of locations listed above are used for payment of the following allowances:

(i) Payment of an allowance in addition to salary for the cost and inconvenience of living and working in a remote location. An Employee's starting salary should be increased by an amount of allowance within the range shown in the above table. Starting salary payments are to be endorsed by the Chief Executive Officer or their delegate. This allowance is paid in addition to salary and will cease to be paid when the Employee ceases to be employed at that remote location.

(ii) In addition to the allowance in **clause 8.2(c)(i)** of this Appendix Employees in remote locations may receive a one-off attraction payment up to the rate specified in the above table at the commencement of residence at the location. This is an added inducement to attract Employees. The Chief Executive Officer or their delegate are to approve one off payments.

9. Overseas and Interstate Travel

9.1 Where an Employee travels overseas for work purposes the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. Costs will include accommodation, meals and other incidental expenses associated with the trip. The standard of accommodation and meals will be equivalent to that associated with travel within Australia.

9.2 Where invoice arrangements cannot be made and Employees are required to undertake official duties outside of Victoria requiring an overnight stay, the Employee will be paid a reasonable allowance prior to travel.

10. Emergency Work

10.1 Where an Employee of the Game Management Authority is authorised to undertake agricultural, energy or resources related emergency activities, the terms and conditions of **Appendix 6 – Department of Energy, Environment and Climate Action** will apply to the Employee undertaking that work.

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11. Overtime

11.1 Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **clause 10** (Emergency Work) of this Appendix.

11.2 Time In Lieu

(a) In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the direct manager, work hours in excess of the normal working day and accrue a balance of time worked.

(b) In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.

(c) A maximum of 76 hours time in lieu may be accrued.

(d) The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.

(e) The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.

(f) Subject to the approval of the Employer the Employee may choose to work on a Public Holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.

(g) An Employee who with the agreement of the Employer substitutes a Public Holiday for another day to observe other religious or cultural occasions of significance to the Employee will be paid at the ordinary rate of pay for work on that Public Holiday.

11.3 Paid Overtime

(a) The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.

(b) Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work Shift Work, the overtime will be paid overtime and subject to **clauses 11.3(c) 11.2(c)**to **11.3(f)** of this Appendix.

(c) Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee's family commitments. The Employee will provide an explanation at the time of refusing the overtime.

(d) The Employer will ensure that work is organised in such a way that the requirement to perform overtime is not a regular occurrence.

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(e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary of the lowest pay point within Grade 4.

(f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary of the lowest pay point within Grade 4. Shift Work Employees who have already completed a rostered day of 7.6 hours will be paid overtime on a Saturday or Sunday (excluding Public Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(h) All overtime calculations will be rounded up to the next quarter of an hour.

(i) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.

Appendix 15 Victorian Fisheries Authority

1. Operation of this Appendix

1.1 This Appendix provides the following specific arrangements:

(a) **Part 1** and **Part 2** of this Appendix applies to Employees employed within the Victorian Fisheries Authority.

(b) **Part 1** of this Appendix applies to Employees classified as Fisheries Officers under the Fisheries Officers classification structure at clause **Part 4** of this Appendix and investigators.

Part 1 Stand-by, Recall and Related Matters

2. Non-Emergency Stand-By

2.1 An Employee who is required by the Employer as part of their duties to be on stand-by and available to return within a specified maximum period of time to undertake intermittent duty outside their normal hours of duty will be compensated at the rates specified in the following table:

Table 136: Non-Emergency Stand-by (VFA)

Date of effect	Amount per night	Amount per day/night
1 May 2024	$61.20	$122.05
1 May 2025	$63.05	$125.70
1 May 2026	$64.95	$129.45
1 May 2027	$66.90	$133.35

2.2 An Employee who is required to return to work when on stand-by will be compensated for each hour or part hour worked, in accordance with the overtime provisions in **clause 12** of this Appendix.

2.3 An Employee who is recalled to duty must be paid for a minimum of 3 hours.

2.4 Stand-by allowances will not apply where stand-by is explicitly incorporated as incidents of employment into total remuneration or is otherwise compensated.

2.5 If the employer requires an employee to be on stand-by for a duration that is less than a full night or day/night, the employee will be paid the amount specified in **clause 2.1** for a full night rate or day/night rate whichever is applicable.

3. Stand-By on a Vessel

3.1 An Employee who is travelling to, from, or between work locations on a vessel outside of their normal hours of duty and during that time is required by the Employer to be on stand-by and undertake intermittent work shall be paid a stand-by allowance at the rates specified in the following table for each hour of stand-by and intermittent work:

Table 137: Stand-by on a vessel (VFA)

Date of effect	Hourly rate
1 May 2024	$10.25
1 May 2025	$10.55
1 May 2026	$10.85
1 May 2027	$11.20

3.2 The allowance provides compensation and payment for being confined on a vessel, away from port, up to a maximum payment of 6 hours per night when on board for a full 24 hour day.

3.3 An Employee required to remain on board overnight will be paid a camping allowance in accordance with **clause 6** (Camping) of this Appendix.

3.4 The allowance will not be paid when an Employee is during the time of travel on a vessel being paid overtime in accordance with the provisions of **clause 12** (Overtime) of this Appendix.

4. Recall to Duty

4.1 Where the Employer recalls an Employee to perform work the Employee will be paid for a minimum for 3 hours work in accordance with the overtime provisions in **clause 12** (Overtime) of this Appendix.

4.2 If work continues for more than the initial 3 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in **clause 12** (Overtime) of this Appendix.

4.3 If an Employee is recalled to duty within 3 hours of ceasing a previous work period, the total work period prior to re-commencement of the work on the recall will be included in calculating the hours of duty for the day, and will also be included for the purposes of calculating a 16 hour work period.

5. Duty Officers

5.1 Except where the provisions of **clause 5.2** of this Appendix apply, where an Employee is a designated Duty Officer (Commercial Fisheries Duty Officer, 13 FISH Duty Officer or Operations Duty Officer), that Employee while performing this function will be paid the rates specified in the following table:

Table 138: Duty Officer (VFA)

Date of effect	Day/Night rate	Night rate	Day rate - weekend
1 May 2024	$366.15	$132.15	$233.70
1 May 2025	$377.15	$136.10	$240.70
1 May 2026	$388.45	$140.20	$247.90
1 May 2027	$400.10	$144.40	$255.35

5.2 Where an Employee is a designated 13 FISH or Operations Duty Officer during the months October to April that Employee while performing this function will be paid the rates specified in the following table:

Table 139: Duty Officer - Oct to April (VFA)

Date of effect	Day/Night rate	Night rate	Day rate - Weekend
1 May 2024	$421.10	$151.95	$268.80
1 May 2025	$433.75	$156.50	$276.85
1 May 2026	$446.75	$161.20	$285.15
1 May 2027	$460.15	$166.05	$293.70

6. Camping

6.1 An Employee who is required to camp outdoors or reside in tendered or temporary accommodation or where commercially provided accommodation is below a 3 star permanent rating will be paid a camping allowance per night at the rates specified in the following table to compensate for the accommodation conditions:

Table 140: Camping Allowance (VFA)

Date of effect	Per night
1 May 2024	$64.70
1 May 2025	$66.65
1 May 2026	$68.65
1 May 2027	$70.70

6.2 For the purposes of this clause, a 3 star permanent rating must include:

(a) Clean bed linen provided

(b) Appropriate heating and cooling

(c) Meals available directly or indirectly

(d) House keeping cleans after each booking

(e) Ablution facilities that are in room or close to the room.

7. Ocean Going Allowance

7.1 An Employee shall receive an allowance at the rates specified in the following table for every hour aboard a vessel outside the limits of the port of Port Phillip or any other recognised port:

Table 141: Ocean Going Allowance (VFA)

Date of effect	Per hour
1 May 2024	$6.70
1 May 2025	$6.90
1 May 2026	$7.10
1 May 2027	$7.30

7.2 No allowance shall be payable in respect of periods of work performed in or about the entrance of any port.

8. Shipkeeping Allowance

An Employee who is employed on a vessel shall be paid a shipkeeping allowance at his/her hourly rate of pay for 3 hours per day when the Employer requires the Employee to remain on board to be available to perform any necessary vessel related duty that may arise.

9. Diving Allowance

9.1 An Employee who is competent and required in the course of his/her official duties to dive underwater shall be paid an allowance at the rates specified in the following table for each day on which approved diving duties are required to be performed:

Table 142: Diving Allowance (VFA)

Date of effect	Per day
1 May 2024	$35.45
1 May 2025	$36.50
1 May 2026	$37.60

Date of effect	Per day
1 May 2027	$38.75

9.2 An employee who on any day is required to perform the work of a diving supervisor shall be paid an allowance at the rate specified in the following table for each day on which the dive supervisor duties are required to be performed:

Table 143: Diving Supervisor Allowance (VFA)

Date of effect	Per day
1 May 2024	$53.30
1 May 2025	$54.90
1 May 2026	$56.55
1 May 2027	$58.25

10. Remote Location

10.1 A range of socio-economic and geographic factors are taken into consideration in determining the remote status of a work centre including:

(a) distance from a large town;

(b) degree of isolation or distance from shops and services;

(c) requirements for additional cost of living;

(d) hardships including impact on spouse and children;

(e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;

(f) availability of medical facilities;

(g) involvement of family members in delivering VFA services; and

(h) prior demonstrated difficulty in attracting Employees to the location.

10.2 Mallacoota is designated as a Remote Location with an allowance available as outlined below:

Table 144: Remote Locations Allowance (VFA)

Date of effect	With dependents	Without Dependents	Attraction payments
1 May 2024	$5,990.25	$3,998.70	$2,000.10
1 May 2025	$6,169.95	$4,118.65	$2,060.10

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Date of effect	With dependents	Without Dependents	Attraction payments
1 May 2026	$6,355.05	$4,242.20	$2,121.90
1 May 2027	$6,545.70	$4,369.45	$2,185.55

10.3 The categories of locations listed above are used for payment of the following allowances:

(a) Payment of an allowance in addition to salary for the cost and inconvenience of living and working in a remote location. An Employee's starting salary should be increased by an amount of allowance shown in the above table. Starting salary payments are to be endorsed by the Chief Executive Officer or the Director of the relevant division. This allowance is paid in addition to salary and will cease to be paid when the Employee ceases to be employed at that remote location.

(b) In addition to the allowance in **clause 10.2** of this Appendix Employees in remote locations may receive a one off attraction payment up to the rate specified in the above table at the commencement of residence at the location. This is an added inducement to attract Employees. The Chief Executive Officer or the Director of the relevant division are to approve one off payments.

11. Overseas and Interstate Travel

11.1 Where an Employee travels overseas for work purposes the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. Costs will include accommodation, meals and other incidental expenses associated with the trip. The standard of accommodation and meals will be equivalent to that associated with travel within Australia.

11.2 Where invoice arrangements cannot be made and Employees are required to undertake official duties outside of Victoria requiring an overnight stay, the Employee will be paid a reasonable allowance prior to travel.

12. Overtime

12.1 Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **Part 2** of this Appendix.

12.2 Time In Lieu

(a) In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the local manager, work hours in excess of the normal working day and accrue a balance of time worked.

(b) In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.

(c) A maximum of 76 hours time in lieu may be accrued.

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(d) The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.

(e) The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.

(f) Subject to the approval of the Employer the Employee may choose to work on a Public Holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.

(g) An Employee who with the agreement of their Employer substitutes a Public Holiday for another day to observe other religious or cultural occasions of significance to the Employee will be paid at the ordinary rate of pay for work on that Public Holiday.

12.3 Paid Overtime

(a) The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.

(b) Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work shift work, the overtime will be paid overtime and subject to **clauses 12.3(c)** to **12.3(f)** of this Appendix.

(c) Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee's family commitments. The Employee will provide an explanation at the time of refusing the overtime.

(d) The Employer will ensure that work is organised in such a way that the requirement to perform overtime is not a regular occurrence.

(e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary of the lowest pay point within Grade 4.

(f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary of the lowest pay point within Grade 4. Shift work Employees who have already completed a rostered day of 7.6 hours will be paid overtime on a Saturday or Sunday (excluding Public Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary of the lowest pay point within Grade 4.

(h) All overtime calculations will be rounded up to the next quarter of an hour.

(i) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.

Part 2 Emergency Work

13. Emergency Work

13.1 Emergency provisions will apply where urgent action is required to meet the VFA's emergency management responsibilities under the Emergency Management Act 2013, Emergency Management Manual of Victoria or as designated by the Employer. Activation of these provisions will be limited to situations requiring immediate and urgent response, where planning and service delivery are expedited under an emergency management framework using approved systems.

13.2 For clarification, these emergency provisions will apply when an employee is performing emergency related work as distinct from their ordinary duties and as directed by the Operations Duty Officer, Agency Commander, Forward Commander or Incident Controller. To remove any doubt, the applicable provisions for the Operations Duty Officer are set out in Clause 5 of this Appendix.

13.3 Where an Employee is directed to undertake emergency work, the terms and conditions of **Part 1** of **Appendix 6 – Department of Energy, Environment and Climate Action** (except **Clauses 1, 3** and **31 and clauses 23** to **27**) will apply to the Employee undertaking that work.

Part 3 Fisheries Officers Matters

14. Application

14.1 **Part 3** of this Appendix applies to:

(a) employees classified as Fisheries Officers under the Fisheries Officers classification structure at **Clause 19** of this Appendix; and

(b) employees engaged as investigators.

15. Paid Rest Period for Compliance Work

15.1 An Employee undertaking compliance work shall not work in excess of 16 hours without the prior approval of the Operations Manager or his/her delegate.

15.2 If a work period exceeds 16 hours an Employee will at the conclusion of such work period receive a rest period of at least 10 hours duration, and will be paid an amount equivalent

to 7.6 hours pay at ordinary rates. The 7.6 hours paid rest is to be paid in full and not offset against the next commencing time.

16. Replacement of Damaged Clothing – Fisheries Officers

Where a Fisheries Officer is directed to wear clothing other than uniforms or other clothing provided by the Authority, and the clothing is damaged or destroyed as a direct consequence of the conduct of their duties as Fisheries Officer (excluding fair wear and tear) the Authority will compensate the Officer for the damaged or destroyed clothing item.

17. Shift Work

17.1 The Provisions of **clause 43** (Shift Work) will apply to all VPS Employees employed as Fisheries Officers or Investigators within the VFA.

18. Marine Qualification Allowance

18.1 The following table applies to fisheries officers who, as part of their normal duties, are required to hold a marine qualification, and

(a) hold a current marine qualification; and

(b) for Coxswains – act as master on a VFA vessel for a period of at least 3 hours on 5 separate days or more in a financial year; or

(c) for Master V – act as master on a VFA vessel greater than 6m in length for a period of at least 3 hours on 5 separate days or more in a financial year.

Table 145: Marine Qualification Allowance (VFA)

Date of effect	Coxswains NC 2	Coxswains NC 1	Master V NC
1 May 2024	$258	$515	$773
1 May 2025	$266	$530	$796
1 May 2026	$274	$546	$820
1 May 2027	$282	$562	$845

18.2 For clarification, this clause does not apply to investigators.

18.3 Payment will be made to an Employee as a lump sum in August of each year for the previous financial year on submission of evidence to the employer and verification that the eligibility requirements outlined in **clause 18.1** have been met.

18.4 A fisheries officer who holds multiple marine qualifications may only receive payment for one qualification as outlined in the table.

Part 4 Fisheries Officer Structure –VPS Aligned Adaptive Structures – Victorian Fisheries Authority

19. Fisheries Officer Structure

19.1 Progression in the Fisheries Officer Structure is as follows:

(a) Entry rate for a Trainee Fisheries Officer is Level 1 (VPS 3.1.1).

(b) The officer will be advanced to Fisheries Officer Level 2 (VPS 3.2.1) after having:

(i) performed a minimum of 12 months as a fully appointed authorised officer, and

(ii) demonstrated competence to the required level, and

(iii) achieved progression in the most recent Performance Cycle.

(c) The officer will be advanced to Senior Fisheries Officer (VPS 4.1.1) after having:

(i) performed a minimum of 4 years as a fully appointed authorised officer, and

(ii) demonstrated competence to the required level, and

(iii) attained a minimum of *Coxswain Grade 2 Near Coastal Certificate of Competency*, and

(iv) achieved progression in at least 4 Performance Cycles including the most recent one.

19.2 The training course required for the Coxswain Certificate of Competency (Grade 2 Near Coastal) will be provided to fisheries officers within their first 4 years of service (unless the officer has already completed it).

19.3 The Fisheries Officer Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **clause 1** of **Schedule C**. The VPS Classification and Value Range Descriptors apply.

Table 146: Fisheries Officer Structure

Fisheries Officer Structure	VPS Grade Alignment
Level 1 Fisheries Officer (Trainee)	VPS salary point 3.1.1
Level 2 Fisheries Officer	VPS salary point 3.2.1
Senior Fisheries Officer	VPS salary point 4.1.1
Supervising Fisheries Officer Value Range 1	VPS salary point 5.1.1
Supervising Fisheries Officer	VPS salary point 5.2.1

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Fisheries Officer Structure	VPS Grade Alignment
Value Range 2	
Fisheries Manager Value Range 1	VPS salary point 6.1.1
Fisheries Manager Value Range 2	VPS salary point 6.2.1

Appendix 16 Department of Transport and Planning and Victorian Infrastructure Delivery Authority

1. Arrangements

The Community and Public Sector Union (CPSU), Department of Transport and Planning (DTP) and Victorian Infrastructure Delivery Authority (VIDA) note that the Association of Professional Engineers, Scientists and Managers Australia (Professionals Australia) are not a party to this Agreement, but agree that they will not oppose Professionals Australia representing their members who are employed in respect of the functions that were transferred in or around 2018/2019 from VicRoads to the Department of Transport (DOT) and Major Roads Project Victoria (MRPV) Major Transport Infrastructure Authority (MTIA), in relation to individual and/or collective matters.

2. Application

The terms and conditions set out in this Appendix apply to DTP Employees, employed in the business areas and/or work specified within the respective clauses of the Appendix.

3. Traffic Control Officers

3.1 An Employee who is determined by DTP to be employed as a Traffic Control Officer (TCO) will be entitled to additional terms and conditions contained in this clause.

3.2 For the purpose of this clause, a TCO is employed to perform duties in the DTP Transport Operations Centre (TOC). A TCO performs shift work in accordance with **clause 43.1 (Shift Work)** of **Section I** of this Agreement. The primary function of a TCO is to provide professional independent judgement in the monitoring and operation of DTP's Traffic Management systems including investigations of traffic alarms and reports from the public and stakeholders, ensuring all incidents and traffic disruptions are effectively managed.

3.3 A TCO will be eligible receive the following entitlements additional to this Agreement:

(a) Change to Shift:

(i) An Employee who is required, with less than 48 hours' notice, to change from day shift or day work to an afternoon or night shift must be paid the ordinary rate of pay for the day shift or day work not worked in addition to payment for the shift worked. Where employees have agreed to exchange shifts this allowance shall not apply.

(ii) To avoid doubt, the shift not worked does not count towards the employees' ordinary hours of work.

(b) Unrostered Shift:

(i) An Employee who is required, with less than 48 hours' notice, to work an unrostered shift must be paid an allowance of 100% of the ordinary rate of pay for the hours worked in addition to any shift or overtime rate applicable. Where Employees have agreed to exchange shifts this allowance shall not apply.

(ii) To avoid doubt, an unrostered shift is a stand-alone shift worked in addition to an employees' ordinary hours of work as scheduled in the TCO roster.

(c) Paid Meal Breaks:

(i) The Employer will grant thirty (30) minute paid meal breaks to TCOs at times suitable to operational requirements. Where overtime follows immediately after shift work, subsequent meal breaks will also be paid meal breaks.

(ii) With the exception of **clause 3.3(c)(i)**, paid meal breaks for TCO's will operate in accordance with **clause 45.2** (Meal Breaks) of Section I of this Agreement. To avoid doubt, this clause does not entitle an Employee to take unpaid meal breaks in addition to paid meal breaks.

4. Emergency Management

4.1 The Employer will apply the entitlements in **clause 79** of the Agreement to an Employee when the Employee:

(a) is performing emergency related work in a Control Centre in response to a declared emergency, that is or is not a part of the employee's ordinary duties or their Employers' usual business operations;

(b) has the approval of their Employer to perform the work referred to at **clause 4.1(a)** of this Appendix; and

(c) is trained, skilled and fit for duty to perform the work referred to at **clause 4.1(a)** of this Appendix.

4.2 For the avoidance of doubt, the Employer will apply entitlements under **clause 79** of the Agreement, in accordance with **clause 79.1(b)** of the Agreement, unless more favourable conditions apply in other industrial instruments and/or individual letters/contracts of employment. However, these more favourable conditions in other industrial instruments and/or individual letters/contracts of employment do not form part of this Agreement.

4.3 The Employer will engage in the VPS Emergency Management Working Group in accordance with **clause 78** of the Agreement, as appropriate.

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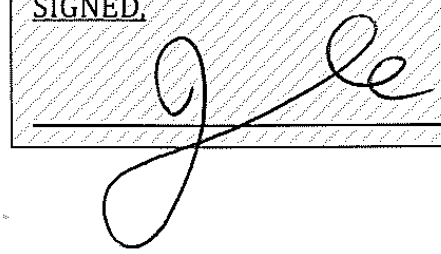
Signatories

SIGNED for and on behalf of **CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION** by authorised officer

I, **Karen Batt,**
Branch Secretary
CPSU/SPSF Victorian Branch,
Level 4, 128 Exhibition Street, Melbourne 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION**, by authorised officer, in application to the Fair Work Commission for its approval.
SIGNED,

SIGNED for and on behalf of the **STATE OF VICTORIA** by its authorised representatives:

I, **JEREMI MOULE,**
SECRETARY,
DEPARTMENT OF PREMIER AND CABINET,
LEVEL 2, 1 TREASURY PLACE, MELBOURNE VICTORIA 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **DEPARTMENT OF PREMIER AND CABINET** in application to the Fair Work Commission for its approval.
SIGNED,

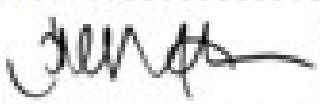


I, **Jenny Atta,**
Secretary,
Department of Education,
2 Treasury Place, Melbourne, VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Department of Education**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **JOHN BRADLEY,**
SECRETARY,
DEPARTMENT OF ENERGY, ENVIRONMENT AND CLIMATE ACTION,
8 NICHOLSON STREET, EAST MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **DEPARTMENT OF ENERGY, ENVIRONMENT AND CLIMATE ACTION**, in application to the Fair Work Commission for its approval.
SIGNED,

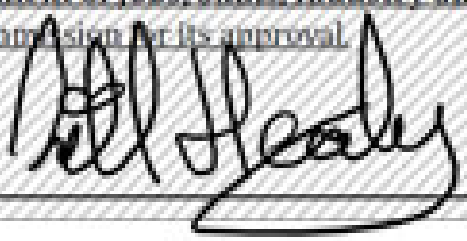
I, **Peta McCammon,**
Secretary,
Department of Families, Fairness and Housing,
50 Lonsdale Street, Melbourne, Victoria 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Department of Families, Fairness and Housing**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **JO DE MORTON,**
SECRETARY,
DEPARTMENT OF GOVERNMENT SERVICES
LEVEL 5, 1 MACARTHUR STREET, EAST MELBOURNE VIC 3002
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **DEPARTMENT OF GOVERNMENT SERVICES**, in application to the Fair Work Commission for its approval.
SIGNED:



I, **Katherine Whetton,**
Acting Secretary,
DEPARTMENT of HEALTH,
50 Lonsdale Street, Melbourne, 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Department of Health**, in application to the Fair Work Commission for its approval.
SIGNED:

I, **Lill Healy,**
Acting Secretary,
Department of Jobs, Skills, Industry and Regions,
121 Exhibition Street, Melbourne VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Department of Jobs, Skills, Industry and Regions**, in application to the Fair Work Commission for its approval.
SIGNED:



I, **KATE HOUGHTON,**
SECRETARY,
DEPARTMENT OF JUSTICE AND COMMUNITY SAFETY,
121 EXHIBITION STREET, MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **DEPARTMENT OF JUSTICE AND COMMUNITY SAFETY**, in application to the Fair Work Commission for its approval.
SIGNED,

I, Paul Younis, Secretary,
Department of Transport and Planning,
Level 21, 1 Spring Street, Melbourne, Victoria, 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the Department of Transport and Planning**, in application to the Fair Work Commission for its approval.**

SIGNED,

I, **Chris Barrett**
SECRETARY,
DEPARTMENT OF TREASURY AND FINANCE,
1 Treasury Place East Melbourne Victoria 3002,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **DEPARTMENT OF TREASURY AND FINANCE**, in application to the Fair Work Commission for its approval.
SIGNED,

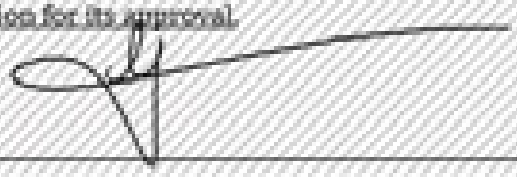
I, **FRANCES CAWTHRA**
CHIEF EXECUTIVE OFFICER,
CenITex,
LEVEL 10, SOUTH TOWER, 80 COLLINS STREET VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of CenITex, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Dan O'Brien,**
Chief Executive Officer,
Cladding Safety Victoria,
717 Bourke Street, Docklands VIC 3008
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Cladding Safety Victoria** in application to the Fair Work Commission for its approval.
SIGNED.

I, **Liana Buchanan**
Principal Commissioner
Commission for Children and Young People,
Level 18/570 Bourke Street, Melbourne, Victoria 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Commission for Children and Young People**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Louise Anderson,**
Chief Executive Officer,
Court Services Victoria,
Level 15, 181 William Street, Melbourne VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **Court Services Victoria**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **Lee Miezis**
Chief Executive Officer
Environment Protection Authority
664 Collins St, Docklands VIC
sign this proposed Victorian Public Service Enterprise Agreement 2024, on behalf of the **Environment Protection Authority**, *in application to the Fair Work Commission for its approval.*
SIGNED,



I, **SITESH BHOJANI,**
CHAIRPERSON (ACTING),
ESSENTIAL SERVICES COMMISSION,
LEVEL 8, 570 BOURKE STREET, MELBOURNE VICTORIA 3000,
sign this proposed Victorian Public Service Enterprise Agreement 2024, on behalf of the **ESSENTIAL SERVICES COMMISSION**, *in application to the Fair Work Commission for its approval.*
SIGNED,

I, **Serina McDuff,**
Acting Chief Executive Officer,
Respect Victoria,
Old Treasury Building
Level 2/20 Spring Street, Melbourne, Victoria 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **Respect Victoria**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Graeme Ford,**
Chief Executive Officer,
Game Management Authority
Level 2, 535 Bourke St Melbourne
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Game Management Authority** in application to the Fair Work Commission for its approval.

SIGNED.

I, **LINDA TIMOTHY,**
ACTING CHIEF EXECUTIVE OFFICER,
INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION
LEVEL 1 NORTH, 459 COLLINS STREET, MELBOURNE, VICTORIA, 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION** in application to the Fair Work Commission for its approval.
SIGNED.

I, **Allison Stewart ,**
Acting Chief Executive Officer,
Infrastructure Victoria,
Level 33, 140 William St, Melbourne, VIC, 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **Infrastructure Victoria**, in application to the Fair Work Commission for its approval.
SIGNED:

I, **STEVE DARGAVEL,**
LABOUR HIRE LICENSING COMMISSIONER,
LABOUR HIRE AUTHORITY,
PO BOX 393 BENDIGO VIC 3552,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **LABOUR HIRE AUTHORITY**, in application to the Fair Work Commission for its approval.
SIGNED:

I, ***CHRISTOPHER CLEEVE BUCKINGHAM*,**
***CEO* LATROBE VALLEY AUTHORITY*,**
***5/131 PRINCES DRIVE, MORWELL, 3840*,**
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the ***LATROBE VALLEY AUTHORITY***, in application to the Fair Work Commission for its approval.
SIGNED:

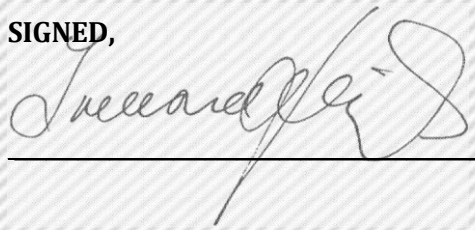
OFFICIAL

I, **MICHAEL STEFANOVIC**
CHIEF MUNICIPAL INSPECTOR,
LOCAL GOVERNMENT INSPECTORATE,
LEVEL 27, 1 SPRING STREET MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **LOCAL GOVERNMENT INSPECTORATE**, in application to the Fair Work Commission for its approval.

SIGNED:

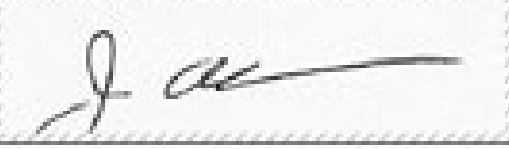
I, Treasure Jennings, Chair Commissioner, Mental Health and Wellbeing Commission, Level 26, 570 Bourke Street, Melbourne **sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the** Mental Health and Wellbeing Commission**, in application to the Fair Work Commission for its approval.**

SIGNED,



I, **ABBEY HOGAN**
SOLICITOR FOR PUBLIC PROSECUTIONS,
OFFICE OF PUBLIC PROSECUTIONS VICTORIA,
565 LONSDALE STREET, MELBOURNE, VICTORIA 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **OFFICE OF PUBLIC PROSECUTIONS VICTORIA**, in application to the Fair Work Commission for its approval.
SIGNED:

I, **JAYNE ATKINS,**
CHIEF PARLIAMENTARY COUNSEL,
OFFICE OF THE CHIEF PARLIAMENTARY COUNSEL,
LEVEL 2, 1 MACARTHUR ST MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **OFFICE OF THE CHIEF PARLIAMENTARY COUNSEL** in application to the Fair Work Commission for its approval.



I, **Jonathan Burke,**
Official Secretary,
Office of the Governor,
GOVERNMENT HOUSE, MELBOURNE, VIC, 3004
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the Office of the Governor, in application to the Fair Work Commission for its approval.
SIGNED,

I, **"FIONA MCLEAY",**
"CEO / COMMISSIONER",
"VICTORIAN LEGAL SERVICES BOARD + COMMISSIONER",
"Lvl 5/555 BOURKE STREET, MELBOURNE VIC 3000",
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **"VICTORIAN LEGAL SERVICES BOARD + COMMISSIONER"**, in application to the Fair Work Commission for its approval.
SIGNED,

OFFICIAL

I, **Mario Baragwanath,**
Ombudsman,
Victorian Ombudsman,
Level 2, 570 Bourke Street, Melbourne VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Ombudsman**, in application to the Fair Work Commission for its approval.
SIGNED.

M. J. Baragwanath

I, **NEVILLE TAYLOR,**
ROAD SAFETY CAMERA COMMISSIONER,
OFFICE OF THE ROAD SAFETY CAMERA COMMISSIONER,
121 EXHIBITION STREET, MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **OFFICE OF THE ROAD SAFETY CAMERA COMMISSIONER**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Sven Bluemmel,**
Electoral Commissioner,
Victorian Electoral Commission
Level 11 530 Collins Street, Melbourne, VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Electoral Commission**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **SEAN MORRISON,**
INFORMATION COMMISSIONER,
OFFICE OF THE VICTORIAN INFORMATION COMMISSIONER,
LEVEL 34/121 EXHIBITION STREET, MELBOURNE, VICTORIA,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **OFFICE OF THE VICTORIAN INFORMATION COMMISSIONER**, in application to the Fair Work Commission for its approval.
SIGNED:

I, ***EAMONN MORAN*,**
***INSPECTOR*,**
***VICTORIAN INSPECTORATE*,**
***LEVEL 8/565 BOURKE STREET, MELBOURNE*,**
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the ***Victorian Inspectorate***, in application to the Fair Work Commission for its approval.
SIGNED:

I, **Joseph Yeung,**
Registrar / Chief executive Officer,
Portable Long Service Authority,
195-229 Lyttleton Terrace, Bendigo VIC 3555*,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Portable Long Service Authority**, in application to the Fair Work Commission for its approval.
SIGNED:

OFFICIAL

I, ***JUSTINE HEAZLEWOOD*,**
***DIRECTOR AND KEEPER OF PUBLIC RECORDS*,**
***PUBLIC RECORD OFFICE VICTORIA*,**
99 SHILL ST NORTH MELBOURNE, VIC 3051
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the ***PUBLIC RECORD OFFICE VICTORIA***, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Tammy O'Connor,**
Chief Executive,
Safe Transport Victoria,
1 Spring Street, Melbourne, Victoria 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **SAFE TRANSPORT VICTORIA** in application to the Fair Work Commission for its approval.
SIGNED.

I, **Louise McKinlay**
Interim Chief Executive Officer
Safer Care Victoria,
50 Lonsdale Street, Melbourne, VIC, 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **Safer Care Victoria**, in application to the Fair Work Commission for its approval.
SIGNED.

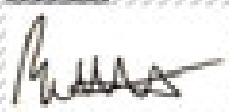
I, **DARREN WHITELAW,**
ACTING CHIEF EXECUTIVE OFFCIER,
SERVICE VICTORIA,
LEVEL 10, 1 MCNAB AVENUE, FOOTSCRAY, VIC 3011,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **SERVICE VICTORIA**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **Jonathan Kaplan,**
Social Services Regulator,
Social Services Regulator,
50 Lonsdale Street, Melbourne, Victoria 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Social Services Regulator**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **FRANKIE CARROLL,**
CHIEF EXECUTIVE OFFICER,
SUBURBAN RAIL LOOP AUTHORITY,
80 COLLINS STREET, MELBOURNE, VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **SUBURBAN RAIL LOOP AUTHORITY**, in application to the Fair Work Commission for its approval.
SIGNED,

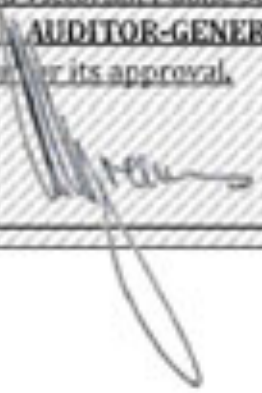
I, **MATT GENEVER,**
CHIEF EXECUTIVE OFFICER,
SUSTAINABILITY VICTORIA,
LEVEL 12, 321 EXHIBITION STREET, MELBOURNE 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **SUSTAINABILITY VICTORIA**, in application to the Fair Work Commission for its approval.
SIGNED,

I, **BEN FERGUSON,**
ACTING CEO,
VICGRID,
Level 37, 2 Lonsdale Street, Melbourne, VIC, 3002,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of **VICGRID**, in application to the Fair Work Commission for its approval.
SIGNED,



I, **Shane Patton, APM**
Chief Commissioner
Victoria Police
311 Spencer Street, Docklands, VIC, 3008
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of Victoria Police in application to the Fair Work Commission for its approval.
SIGNED,

I, **ANDREW GREAVES,**
AUDITOR-GENERAL,
VICTORIAN AUDITOR-GENERAL'S OFFICE,
31/35 COLLINS STREET, MELBOURNE, VICTORIA 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **VICTORIAN AUDITOR-GENERAL'S OFFICE**, in application to the Fair Work Commission for its approval.
SIGNED.



I, **Terry Laidler,**
Chair of the Board,
Victorian Collaborative Centre for Mental Health and Wellbeing,
Level 27, 50 Lonsdale Street, Melbourne 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Collaborative Centre for Mental Health and Wellbeing**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Dan Stubbs,**
Commissioner,
Victorian Disability Workers Commission,
Level 20/570 Bourke Street, Melbourne, Victoria 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Disability Workers Commission**, in application to the Fair Work Commission for its approval.
SIGNED.

I, **Ro Allen,**
***Commissioner*,**
***Victorian Equal Opportunity and Human Rights Commission*,**
***Level 3, 204 Lygon Street, Carlton 3053, Victoria*,**
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the ***Victorian Equal Opportunity and Human Rights Commission***, in application to the Fair Work Commission for its approval.
SIGNED:

I, **Travis Dowling,**
CEO,
Victorian Fisheries Authority,
Level 19, 1 Spring Street, Melbourne 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Fisheries Authority**, in application to the Fair Work Commission for its approval.

SIGNED:

I, ***FRAN THORN*,**
***CHAIR*,**
***VICTORIAN GAMBLING AND CASINO CONTROL COMMISSION*,**
***12 SHELLEY STREET, RICHMOND*,**
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the ***VICTORIAN GAMBLING AND CASINO CONTROL COMMISSION***, in application to the Fair Work Commission for its approval.
SIGNED:

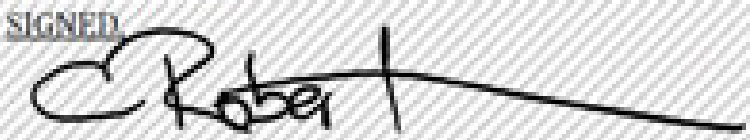
I, **MATTHEW HOCKING,**
VICTORIAN GOVERNMENT SOLICITOR,
VICTORIAN GOVERNMENT SOLICITOR'S OFFICE,
LEVEL 25, 121 EXHIBITION STREET, MELBOURNE, VIC 3000,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **VICTORIAN GOVERNMENT SOLICITOR'S OFFICE**, in application to the Fair Work Commission for its approval.
SIGNED:

I, **JOSHUA MILLER,**
ACTING DIRECTOR-GENERAL,
VICTORIAN INFRASTRUCTURE DELIVERY AUTHORITY,
LEVEL 14, 121 EXHIBITION STREET, MELBOURNE, 3000
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **VICTORIAN INFRASTRUCTURE DELIVERY AUTHORITY**, in application to the Fair Work Commission for its approval.
SIGNED:

I, **BRIGID MONAGLE,**
COMMISSIONER,
VICTORIAN PUBLIC SECTOR COMMISSION,
3 TREASURY PLACE, EAST MELBOURNE,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **VICTORIAN PUBLIC SECTOR COMMISSION**, in application to the Fair Work Commission for its approval.
SIGNED:

OFFICIAL

I, **Craig Robertson,**
Chief Executive Officer,
Victorian Skills Authority,
Level 3, 289 Wellington Parade South, East Melbourne, 3002,
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the **Victorian Skills Authority**, in application to the Fair Work Commission for its approval.
SIGNED.



I, Robert HORTLE,
COMMISSIONER,

WAGE INSEPCTORATE VICTORIA,
1 SPRING ST, MELBOURNE VIC 3001.
sign this proposed *Victorian Public Service Enterprise Agreement 2024*, on behalf of the WAGE INSEPCTORATE VICTORIA, **in application to the Fair Work**

Commission for its approval.
SIGNED.

27A. Workplace delegates' rights

[27A inserted by PR774865 from 01Jul24]

27A.1 Clause 27A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 27A.

27A.2 In clause 27A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

27A.3 Before exercising entitlements under clause 27A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

27A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

27A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

27A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 27A.5. This

includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

27A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 27A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

27A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

27A.9 Exercise of entitlements under clause 27A

(a) A workplace delegate's entitlements under clause 27A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 27A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 27A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 27A.

27A.10 Interaction with other clauses of this award

Other clauses of this award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this award is more favourable to the delegate than an entitlement under clause 27A, the entitlement under the other clause applies instead of the entitlement under clause 27A.