

Victorian Health Promotion Foundation (VicHealth) Enterprise Agreement 2021

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Agreement

- 1.1** This Agreement shall be known as the Victorian Health Promotion Foundation (VicHealth) Enterprise Agreement 2021.

2. Anti-discrimination and Workplace Diversity

- 2.1** It is the intention of the Parties covered by this Agreement to achieve the objective to respect and value the diversity of the workforce by helping as far as possible to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin. The Employer will comply with relevant legislation and other relevant decisions or orders about discrimination matters.
- 2.2** 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.
- 2.3** Accordingly, in fulfilling their obligations under the procedures in Clause 10 (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.
- 2.4** 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 Act or the operation of sections 772(3) and 772(4) of the Act.
- 2.5** 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).

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

3. Parties bound

- 3.1** This Agreement covers the Employer, employees performing work described in Schedule 2 and any employee organisation that gives notice in accordance with section 183(1) of the Act, and FWC notes in its decision to approve the Agreement that it covers the employee organisation.
- 3.2** This Agreement does not cover VicHealth executive officers.

4. Commencement Date and Period of Operation

4.1 This Agreement will commence operation 7 days after it is approved by FWC (Commencement Date) and shall have a nominal expiry date of 31 October 2025.

4.2 Renegotiation Period

- a) With the aim of avoiding protracted negotiations for a new agreement, the Union and the Employer agree to a renegotiation period. The aim of the renegotiation period is to permit a new agreement to be reached prior to the nominal expiry date of this Agreement and will commence 1 February 2025.

5. Best Practice Employment Commitment

5.1 The parties agree that the following matters will be dealt with over the life of the Agreement:

- a) The parties agree to commission a review of the classification structure and work descriptors during the life of the Agreement with a view to incorporating agreed changes in a subsequent enterprise agreement. (A Review Working Group will be established as outlined in Schedule 3 of the Agreement).
- b) The parties agree to the Employer reviewing and updating the project management framework and associated processes with a view of improving business processes efficiencies and decision making.
- c) The parties agree to the Employer reviewing and updating the contract management guidelines and associated processes with a view of improving business processes efficiencies and decision making.
- d) The parties agree to meet to review and improve workplace policies and process in order to remove any ambiguity and inconsistency with a view to reducing disputation at VicHealth.

5.2 Gender Pay Equity

The following commitments will be met in consultation with the Union:

- a) A commitment to identify male dominated areas of the Employer and adopt affirmative practices to remove the systemic barriers that have resulted in segregation and to encourage women to take on roles in traditionally male dominated work areas/roles.
- b) A commitment to a project to increase awareness of gender stereotyping and conscious/unconscious bias, including through training of staff in management roles. This will be led from the Executive Leadership Team.
- c) A commitment to a review of recruitment, selection, starting salaries, performance and promotion processes over the life of the Agreement with a view to eliminating conscious/ unconscious bias.
- d) A commitment to understanding the impact of multiple and intersecting inequalities and identifying and eradicating behaviours, practices, attitudes and acts that result in a higher gender pay gap, gender pay inequality and other forms of discrimination for Aboriginal and Torres Strait Islander women.
- e) A commitment to have regard to the impact of insecure work arrangements upon gender pay gaps and inequality in determining the outcomes of the Casual and Fixed Term Audit.

6. No extra claims

- 6.1 The Agreement represents full settlement of the Union's and other representatives' claims on behalf of Employees and the Employer's claims in relation to the matters covered by this Agreement, for the life of the Agreement.

7. Definitions

In this Agreement, unless inconsistent with the context of the subject matter:

- 7.1 **Act** means the *Fair Work Act 2009* (Cth).
- 7.2 **Agreement** means the Victorian Health Promotion Foundation (VicHealth) Enterprise Agreement 2021.
- 7.3 **Appropriate Safe Job** is a safe job or has been modified to be performed safely by a pregnant Employee where a medical practitioner has deemed the pregnant Employee fit for work, but that it is inadvisable for them to continue in their present position during a stated period. An Appropriate Safe Job has the same ordinary hours of work as the Employee's present position; or a different number of ordinary hours agreed to by the Employee.
- 7.4 **Accredited Assessor** (for the purpose of Clause 79) 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.
- 7.5 **Assessment Instrument** (for the purpose of Clause 79) means the form 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.
- 7.6 **CEO** means the Chief Executive Officer of the Employer.
- 7.7 **Child** has the meaning set out at Clause 61.2c).
- 7.8 **Commencement Date** means the date specified in Clause 4.1.
- 7.9 **Consultative Forum** (Forum) means the Employee Representative and management group convened to negotiate the new agreement and that facilitates active collaboration and consultation between VicHealth management, Employees and the Union.
- 7.10 **De Facto Partner** means 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 includes a former de facto partner.
- 7.11 **Disability Support Pension** (for the purpose of Clause 79) means the Commonwealth pension scheme to provide the income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- 7.12 **Duties of a Position** (for the purpose of Clause 29) shall mean the duties that would usually be performed in the position during the period applicable. Proportional duties shall be detailed by the Employer in writing, having due regard to the position description of the higher position.
- 7.13 **Effective Date** means 1 November 2021.

- 7.14 Employee Wellbeing & OHS Committee** means an employee consultation group undertaking tasks and functions relating to wellbeing & OHS matters at the Employer.
- 7.15 EM Group** includes the Executive Managers and CEO of the Employer.
- 7.16 Employee** means an employee of the Employer covered by this Agreement as described in Clause 3.
- 7.17 Employee Representative** is another person (including, but not limited to a member of a union) an Employee may nominate to represent them in matters arising under this Agreement.
- 7.18 Employer** means the Victorian Health Promotion Foundation (VicHealth).
- 7.19 Executive Manager** refers to an executive officer and who is accountable to the CEO for the direction of a core work unit or support function or service function of the Employer and whose terms of employment are governed by an individual executive services contract.
- 7.20 FBT** means Fringe Benefit Tax.
- 7.21 FWC** means the Fair Work Commission.
- 7.22 FW Regulations** means the *Fair Work Regulations 2009* (Cth).
- 7.23 Grievance** means a complaint to the Employer about an aspect of employment or the workplace.
- 7.24 Gross Salary** means the payment of salary prior to the deduction of income tax and other deductions and excluding employer superannuation contributions.
- 7.25 Immediate Family** includes:
- a) A Spouse, a 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; or
 - c) a person of significance of the Employee.
- 7.26 Line Manager** means an Employee's immediate supervisor, who oversees and has responsibility for the Employee's work.
- 7.27 Long Term Casual Employee** means a casual Employee who has been employed on a regular and systematic basis by the Employer for a sequence of periods of employment during a period of at least 12 months.
- 7.28 Mediation** is a voluntary process in which the parties to a dispute with the assistance of a neutral third party (the mediator), identify the disputed issues, develop options, consider alternatives and endeavour to reach an agreement. The mediator has no advisory or determinative role in regard to the content of the dispute or the outcome of the resolution, but may advise on or determine the process of mediation whereby resolution is attempted.
- 7.29 Medical Service Provider** means:
- a) Registered Medical Practitioners such as General Practitioners, Medical Specialists, Dentists, Orthodontists, Registered Nurses, and Midwives.
 - b) Health Care Providers such as Chiropractors, Physiotherapists, Occupational Therapists, Speech Pathologists, Podiatrists, Dietician.

- c) Registered or accredited natural therapists including naturopaths, herbalists, homeopaths, nutritionists, massage therapists.
- 7.30 Misconduct** shall mean and refer to misconduct which is not Serious Misconduct, as defined.
- 7.31 No Safe Job Leave** means leave where no Appropriate Safe Job is available.
- 7.32 On-Call** means an Employee who is given prior approval to perform work outside ordinary working hours and be required to be available to provide advice or assistance on the telephone.
- 7.33 Ordinary Rate of Pay** refers to the appropriate Gross Salary in accordance with the classification structure set out in Schedule 1A and 1B of this Agreement, and excludes overtime and any allowances.
- 7.34 P&C** means People & Culture Team.
- 7.35 Replacement Employee** is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental or extended leave (including leave without pay).
- 7.36 Rostered Stand-by** means an Employee who is required to perform work outside ordinary working hours as part of formal rostered stand-by and be available to return to the workplace or to respond to “callouts” within a specified maximum period of time.
- 7.37 Serious Misconduct** shall mean conduct of a kind that:
 - a) the Employee’s behaviour is wilful or deliberate and is inconsistent with the contract of employment; or
 - b) the Employee causes serious and imminent risk to the health or safety of a person; or
 - c) the Employee causes harm to the reputation, viability or profitability of the business; or
 - d) is serious misconduct as specified in the Act or the FW Regulations;
 - e) is serious misconduct at common law.
- 7.38 Spouse** includes a De Facto Partner or former spouse.
- 7.39 Suitable Vacancy** means a position classified at the Employee’s substantive level where the Employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.
- 7.40 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 Handbook.
- 7.41 Tripartite Panel** means a panel consisting of representatives from VicHealth management, VicHealth staff members, including a staff member who is a CPSU member and co-opted specialists as required. The panel will be chaired by a mutually agreed chairperson.
- 7.42 Union** means the CPSU – the Community and Public Sector Union.
- 7.43 Unsatisfactory Work Performance** means where an Employee's performance of work does not meet the standard of performance required by the Employer.

8. Savings

- 8.1** This Agreement operates to the exclusion of all previous awards and orders of FWC and replaces all previous agreements and Australian Workplace Agreements in respect of the Employees.
- 8.2** However, any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous agreement or Australian Workplace Agreement, will not be affected by the making of this agreement.
- 8.3** The National Employment Standards apply to all Employees. Where the National Employment Standards provide, or are varied to provide, a condition or entitlement more favourable to the Employee in a particular respect than that set out in this Agreement, the condition or entitlement set out in the National Employment Standards prevails.
- 8.4** No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.
- 8.5** A dispute or Grievance that has been raised pursuant to Clause 9 of the Victorian Health Promotion Foundation Agreement 2017 at the time this Agreement commences operation may continue to be considered pursuant to Clause 10 of this Agreement.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. Consultative Forum

- 9.1** This Agreement has been developed and negotiated by a bargaining group comprising of the Employer, the Union and Employee Representatives. The Union has also been involved in the development of this Agreement via the Consultative Forum. The role of the Consultative Forum will include review of the implementation of this Agreement. The terms of reference of the Consultative Forum are appended as Schedule 3 to this Agreement.
- 9.2** The parties will commence negotiations at least 9 months prior to the expiry date of this Agreement with a view of replacement of this Agreement with an agreement or agreements.

10. Dispute and grievance settling procedure

- 10.1** The Employer commits to upholding the values and principles of natural justice and of open and effective communication. It is expected that good communication processes will minimise workplace conflict.
- 10.2** If conflict does occur it is expected that every effort will be made to resolve it as quickly as possible by direct discussion, consultation and negotiation between the relevant parties.
- 10.3** 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.
- 10.4** The dispute resolution and grievance procedure can be used when raising an issue of concern with another Employee or manager, including matters arising under the Agreement and in relation to the National Employment Standards. Informal internal Mediation can also be used to try to resolve personal conflict between Employees and other staff members. If required, resources will be made available by the Employer for

that purpose. It is suggested that Employees maintain their own records of conversations.

- 10.5** For the avoidance of doubt, this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 10.6** Where appropriate in relation to issues or disputes relating to clarification of roles a Tripartite Panel may be convened to assist in resolving issues or disputes.
- 10.7** Where the matter requires further action, the following processes should be followed; and either party may request that Steps b) to f) be documented:
- a) In the first instance the Employee should attempt to resolve the matter with his or her Line Manager affording him or her the opportunity to resolve it. The Line Manager should endeavour to resolve the matter within seven days of it being raised with him or her, provided that the aggrieved Employee has provided all relevant information to the Line Manager in the first instance, and that no new information is required to resolve the issue.
 - b) If the matter is unable to be resolved with the Employee's Line Manager or where the dispute or Grievance is of such a nature that direct discussions between the Employee and their Line Manager would be inappropriate, then the matter should be referred to another VicHealth manager, executive officer, EEO officer or to the CEO, who shall attempt to resolve the matter within 7 days of it being raised.
 - c) The Employee and/or Employer is entitled to appoint, in writing, an advocate, union or other representative to act on their behalf at any time.
 - d) Either party may refer the matter to formal Mediation or where appropriate (as outlined in Clause 10.6) to a Tripartite Panel. Both parties shall agree to the choice of mediator and participate in the Mediation in good faith.
 - e) Until the matter is resolved work shall continue normally with no prejudice as to the final settlement in accordance with the custom or practice existing before the conflict arose, while discussions take place.
 - f) If the matter is not settled it shall be submitted to the FWC for conciliation, and if that should fail, for arbitration. No dispute may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC for conciliation.
 - g) Where the matter is submitted to FWC the decision by the FWC will be binding to all parties.
 - h) The parties must cooperate to expedite the procedures and a satisfactory resolution.
- 10.8** Procedural fairness to apply
- a) All parties involved in the process will commit to resolving matters as quickly as practicable.
 - b) The Employer must take into account any reasonable explanation of any failure by the Employee to participate, before making a decision.

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

11. Workforce Flexibility and Agility Commitment

11.1 The parties agree to interpret and apply the Agreement consistently with the following principles aimed at promoting Workforce Flexibility and Agility.

- a) The work of VicHealth will continue to change over the life of the Agreement as VicHealth continues its focus on building a healthier future for Victorian young people.
- b) The need to embrace the changing priorities of VicHealth is essential to providing secure and flexible employment at VicHealth.
- c) VicHealth is a leading employer in Victoria for people seeking a career in Health Promotion and VicHealth supports its Employees in gaining diverse experience in health promotion through their work at VicHealth.
- d) The need for VicHealth to be able to respond to the health needs of Victorians that have been exacerbated as a result of the COVID-19 pandemic.

11.2 The parties agree that the principles set out above will be operationalised over the life of the Agreement, through a range of activities, including:

- a) Employees demonstrating understanding and alignment with VicHealth's strategic focus, of achieving better health and wellbeing for all Victorians with a focus on young people and those experiencing greater barriers to good health and wellbeing.
- b) Active participation in Future Healthy initiatives.
- c) Lifting engagement with community through programs such as the Local Government Partnerships and other Programs and Partnership.
- d) Subject to the implementation of change clause (Clause 19), supporting the implementation of new technology that enables VicHealth to deliver programs, partnerships and grants across Victoria.
- e) In accordance with Clause 38.1 of this Agreement, Employees being able to be deployed on priority projects or programs across VicHealth based on their core skills and capability rather than being limited to a specific role.
- f) Recognition by Employees that the Workplace Culture at VicHealth embraces the principles of Health Equity, Diversity and Inclusion and Cultural Safety.
- g) Employees demonstrating greater work flexibility including ability of Employees to work from home as a regular feature of their working pattern.
- h) Demonstrated commitment of Employees to ensuring they support evolving priorities of VicHealth.

11.3 Flexibility and Agility Payment

Employees will be paid an annual lump sum flexibility and agility payment:

- a) in recognition of the parties' commitment to the principles outlined in Clause 11.2;
- b) in recognition of the fact that the work required of Employees at VicHealth is not static but always changing;

Payment Date (pay period commencing on or after date specified)	Amount
1 April 2022	\$1,000
1 April 2023	\$1,020
1 April 2024	\$1,041
1 April 2025	\$1,062

12. Employment categories

12.1 Employees may be engaged in any one of the following categories:

- a) Continuing (full time or part-time)
- b) Fixed term (full time or part-time)
- c) Casual

12.2 The Employer acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian Community. The Employer seeks to build on the capability of the organisation by engaging Employees on a continuing basis, however in order to support a particular objective or in response to funding arrangements, from time to time it will be necessary to engage Employees on a fixed term or casual basis.

12.3 Continuing – A continuing Employee is one who is engaged without limitation of tenure to work the ordinary hours of work prescribed in Clause 32 of this Agreement. Continuing employment may be full-time or part-time.

12.4 Fixed term – Where the Employer identifies a need for fixed term support to achieve a particular objective, then the Employer may engage fixed term Employees as follows:

- a) Any such person may be engaged for any fixed term normally not exceeding two years and at the time of engagement the Employee will be notified of the period of the engagement. If necessary such employment may be extended.
- b) Subject to Clause 3.2, every person engaged as a fixed term Employee shall be subject to the provisions of this Agreement.
- c) The Employer shall meet with the Employee prior to the expiration of their fixed term to advise the Employee if the engagement will be extended. This meeting shall take place as soon as is practicable.

12.5 Part-time

- a) Provisions relating to salary, leave and all other entitlements contained within this Agreement, shall apply to part-time Employees on a pro rata basis.
- b) Part-time employment shall not be for less than three consecutive hours in any day worked except:
 - i. where the Employee works from home by agreement with the Employer; or
 - ii. in exceptional circumstances.
- c) Part-time employment shall be worked only by agreement between the Employee and the Employer, where that agreement includes:
 - i. an agreed roster specifying the days in each fortnight on which the Employee will work, the hours of those days upon which the Employee will

work, and the number of hours the Employee will work on each day they work; and

- ii. agreed processes for the variation of days and hours of work.

Such agreed roster shall be considered the Employee's ordinary hours.

12.6 Casual

- a) Where the Employer identifies a need for casual support to achieve a particular objective, then the Employer may engage casual Employees.
- b) Subject to this sub-clause, persons employed on a casual basis will receive a loading of 25% on top of the appropriate pay rate.
- c) Casual employment shall not be for less than three consecutive hours in any day worked except:
 - i. where the Employee works from home by agreement with the Employer; or
 - ii. in exceptional circumstances.

13. Probationary period

- 13.1** A full time or part-time Employee will be employed on a probationary basis for the first 3 months of their employment.
- 13.2** Where a casual Employee, with more than three months casual continuous service, accepts continuing employment, they shall be subject to a three-month probation period.
- 13.3** Regular performance discussions will be conducted during the probationary period. If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee in relation to their conduct or performance and shall provide a written record of such counselling. The probationary period may be extended by a period of not more than 3 months to allow the Employee to address performance issues.
- 13.4** During the probationary period employment may be terminated by either the Employer or the Employee giving one weeks' notice to the other party or by the payment or forfeiture respectively of one weeks' wages in lieu of notice.

14. Filling of vacancies

- 14.1** Subject to the provisions of this Agreement the Employer shall not fill any fixed term or continuing position or newly-created classified or graded position, without inviting applications by advertisement within the Employer. It is the practice of the Employer that internal applicants receive verbal feedback on their application.
- 14.2** This clause excludes casual positions.

15. Appointments

- 15.1** On appointment, Employees will be given a letter of appointment and a position description, together with information on this Agreement. The letter will specify:
 - a) employment status;
 - b) salary level of the position;
 - c) hours of work, including the process for roster changes; and

- d) any special conditions or benefits in addition to the provisions included in this Agreement.

16. Performance appraisal and development

- 16.1** The Employer recognises the continuing contribution of its Employees to the achievement of its goals and is committed to providing mechanisms for two-way feedback about work performance; avenues to strengthen Employees' abilities to contribute to these goals; and a range of methods of providing recognition and reward for achievement by teams and individuals.
- 16.2** The Employer is committed to the development of a skilled and motivated workforce. Employees will participate in an annual performance appraisal process for the purposes of identifying opportunities for improvement, coaching and development. The Employer supports the professional development of Employees as a vital aspect of the growth and effectiveness of individuals and the Employer as a whole. All Employees of the Employer are bound by the terms of the VicHealth Performance Appraisal Policy or equivalent (which does not form part of this Agreement).
- 16.3** Attendance at training and development programs to support professional development authorised by the Employer will be paid for by the Employer.

17. Workplace harassment and bullying

- 17.1** The Employer is committed to a respectful workplace and achieving a working environment free of discrimination, harassment, and bullying. All Employees of the Employer are bound by the terms of the VicHealth Equity, Diversity & Inclusion Policy or equivalent (which does not form part of this Agreement).

18. Redeployment and redundancy

- 18.1** Where a decision is made by the Employer, which will result in a change to the way work is carried out, or work no longer being performed, and as a result the Employee's position becomes excess to requirements, consultation with the Employee will occur to endeavour to redeploy the Employee to another position if a 'Suitable Vacancy' exists.
- 18.2** If the Employee is unsuccessful in being redeployed or appointed to a new position and no Suitable Vacancy exists, they shall be declared redundant and shall be eligible for the redundancy package available at the time of the redundancy which would be subject to the redundancy provisions of the Public Sector Industrial Relations Policies 2015 as amended or replaced from time to time (Policy). This Policy does not form part of the Agreement.

19. Implementation of change

- 19.1** The Employer is committed to involving Employees in the identification, development and implementation of change opportunities.
- 19.2** Where the Employer is considering a restructure of the workplace, the introduction of new technology or changes to existing work practices that require significant retraining of Employees, the need to relocate Employees to another workplace, a change to the regular roster or ordinary hours of work or other major changes that are likely to have significant effects on employees, the Employer will advise and consult with the relevant Employees and Employee Representative (if any) as soon as practicable after the proposal has been made. The Employer will advise the relevant Employees and any Employee Representative of the likely effects on the Employees'

working conditions and responsibilities. The Employer will advise of the rationale and intended benefits of any change.

19.3 The Employer will regularly consult with relevant Employees and Employee Representative. The Employer will give prompt consideration to matters raised by the Employees or any Employee Representative. Where appropriate the Employer will provide training for the Employees to assist them to integrate successfully into the new structure.

19.4 For a change to the regular roster or ordinary hours of work, the Employer must:

- a) provide information to the Employees about the change; and
- b) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- c) consider any views given by the Employees about the impact of the change.

19.5 In accordance with this clause, the relevant Employees and any Employee Representative may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. 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. If such a proposal is made the Employer must give considered reasons to the relevant Employees and any Employee Representative if the Employer does not accept its proposals.

19.6 Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
Employer advises Employees and any Employee Representative	
Employee Representative / Employee response	5 days following receipt of written advice
Meeting convened (if requested)	5 days following request for meeting
Further employer response (if relevant)	5 days following meeting
Employee Representative / Employee alternative proposal (if applicable)	10 days
Employer response to any alternative proposal	10 days

19.7 Any dispute concerning the parties' obligations under this clause shall be dealt with in accordance with Clause 10 (Dispute and grievance settling procedure).

20. Development and amendment of human resources policies

20.1 The Employer's EM Group is responsible for the development of all human resources policies.

20.2 Where necessary new or revised policies will be approved (following consultation as outlined below) in accordance with the Policy Management Framework or equivalent (which does not form part of this Agreement).

- 20.3** Suggestions for new policies or amendments to existing policies may be recommended by any Employee, or by the Consultative Forum or Employee Wellbeing & OHS Committee, or by any group of Employees, or by any Executive Manager at any time.
- 20.4** Prior to the adoption, or amendment, of any human resources policy the EM Group shall ensure that a period of consultation takes place with the Consultative Forum or Employee Wellbeing & OHS Committee, on behalf of all staff.
- 20.5** Consultation mechanisms will include one or more of the following:
- a) information provided electronically to all Employees, with an invitation to respond to the EM Group;
 - b) provision of information and discussion at staff meetings and feedback to the EM Group;
 - c) discussion in individual teams and feedback to EM group;
 - d) inclusion in the agenda for consideration by the Consultative Forum or Employee Wellbeing & OHS Committee;
 - e) the period of consultation on any given matter will be not less than two weeks.
- 20.6** Following sign-off by the EM Group all human resources policies shall be published on the intranet, including the commencement dates of any policy.
- 20.7** These human resources policies do not form part of this Agreement.

21. Termination of employment

- 21.1** Termination of employment by the Employer shall be in accordance with Clauses 21 and 22 of this Agreement.
- 21.2** Notice of termination by Employer

- a) In order to terminate the employment of a continuing or fixed term Employee the Employer shall give to the Employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) In addition to the notice set out above, Employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- c) The Employer reserves the right to make a payment in lieu of notice to an Employee.
- d) In calculating any payment in lieu of notice, the payment will be at least the amount an Employee would have received in respect of the ordinary time they would have worked during the period of notice had his or her employment not been terminated.
- e) The period of notice in this clause shall not apply in the case of dismissal for Serious Misconduct or in the case of casual Employees.

21.3 Notice of termination by Employee

- a) The notice of termination to be given by an Employee shall be the same as that required of an Employer, except that there shall be no additional notice based on the age of the Employee concerned.
- b) Subject to financial obligations imposed on an employer by law, if an Employee fails to give notice, the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not worked.

21.4 Time off during notice period

- a) Where the Employer has given notice of termination, an Employee shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

21.5 Statement of employment

- a) Upon request, the Employer shall provide to the Employee whose employment has been terminated, a written statement specifying the period of their employment and the classification of or the type of work performed by the Employee.

21.6 Termination on account of Serious Misconduct

- a) The Employer shall have the right to dismiss any Employee without notice on the grounds of Serious Misconduct.
- b) The Employee, accompanied by their representative(s), shall have the right to meet in conference with the Employer prior to the dismissal taking place to discuss matters related to the alleged Misconduct.
- c) Where the Employer terminates the employment of an Employee on the grounds of Serious Misconduct, the Employer shall set out in writing the details of the Serious Misconduct and pay to the Employee all outstanding monies due.

22. Disciplinary procedures

22.1 The disciplinary procedure is the procedure to be used to manage cases of alleged Misconduct, Serious Misconduct and Unsatisfactory Work Performance.

22.2 Where applicable records relating to the disciplinary processes and outcomes may be placed on Employees' personnel file.

22.3 The Employer commits to following the principles of natural justice. It believes in a fair and transparent process where Employees are given the opportunity to respond before any decisions are made. By providing a safe and supportive environment, the Employer will ensure every reasonable effort is made to rectify, address or improve Employee Misconduct and Unsatisfactory Work Performance, other than in cases of Serious Misconduct where the conduct is such that no warning is warranted before disciplinary action is taken.

22.4 The Employer commits to provide an Employee reasonable support and assistance necessary to assist the Employee to maintain a satisfactory standard of performance and conduct.

22.5 Misconduct and Serious Misconduct Process

- a) Before commencing the process, the Employer must inform the Employee of the purpose of the meeting and provide the Employee with a copy of the process to be followed.
- b) In all instances the Employer will meet with the Employee to discuss the alleged conduct. At or after the meeting, the Employee will be given an opportunity to respond to the allegations. Following the opportunity to respond, the Employee will be informed of any disciplinary action.
- c) The Employer will give the Employee at least 24 hours' notice prior to a disciplinary meeting. The Employee will have the right to be accompanied by a support person or union representative during the meeting. The Employee will be given an opportunity to respond to alleged concerns before any decision is made.
- d) Warnings or any decisions about an Employee's Misconduct or Serious Misconduct will be clearly communicated to the Employee in a timely manner and in the instance where a written warning is issued, it will stipulate any findings and the nature of the Misconduct or Serious Misconduct.
- e) If the Employee is dissatisfied with the disciplinary decision (other than in cases where the disciplinary decision is termination of employment with or without notice), the Dispute and Grievance clause procedure may be utilised.

22.6 Misconduct and Serious Misconduct Disciplinary Outcomes

- a) Different disciplinary outcomes exist in order to effectively manage different forms of Misconduct. These outcomes endeavour to assist Employees not to repeat the same Misconduct or assist by way of improving behaviours or compliance with policies, procedures and rules to agreed acceptable standards, as well as ensuring a safe and inclusive working environment for all Employees. The discipline outcome will be fair and not disproportionate to the seriousness of the matter.
- b) Written Warnings
 - i. If the alleged conduct is found to be substantiated a first written warning will in most cases occur. This will be where the nature of the Misconduct does not warrant a first and final warning or summary dismissal.
 - ii. A repeat of the Misconduct may result in a second written warning being issued.
 - iii. A further repeat of the Misconduct may result in the Employee's employment being terminated.
- c) First and Final Warning
 - i. A first and final written warning may be issued to an Employee, in instances where the Misconduct is of a serious nature. Should a further instance of similar Misconduct occur, the Employee's employment may be terminated.
- d) Summary Dismissal
 - i. In instances where allegations of Serious Misconduct are substantiated, the Employer may summarily dismiss the Employee without notice as per Clause 21.6 and without taking the steps referred to in paragraphs (b) and (c) above.

22.7 Unsatisfactory Work Performance process

- a) Where there are concerns about an Employee's work performance, an informal process to address the areas of unsatisfactory performance will be undertaken. The Employer will outline the nature of the improvements required by the Employee, the Employee will be given the opportunity to redress issues and meet required standard of performance within a reasonable timeframe.
- b) Where the Employee:
 - i. does not address issues and meet required standard of performance within a reasonable timeframe;
 - ii. fails to sustain the required standard of performance; or
 - iii. disagrees that there are performance concerns,

the Employer may commence a formal disciplinary process.

- c) Before commencing the formal process, the Employer must inform the Employee of the purpose of the meeting and provide the Employee with a copy of the process to be followed.
- d) The Employer will meet with the Employee to discuss alleged Unsatisfactory Work Performance. After meeting to discuss the Unsatisfactory Work Performance, the Employee will be given an opportunity to respond to the allegations. Following the opportunity to respond, the Employee will be informed of any disciplinary action to be taken.
- e) As part of the formal process, a formal Performance Improvement Plan may be developed together by the Employee and the Employer. The Employer has the discretion however, to set the key performance indicators and objectives of the Performance Improvement Plan in line with the expectations of the role should agreement not be reached. A Formal Performance Improvement Plan may contain things such as an outline of the performance expectations (what needs to be achieved), the agreed actions of how the expectations are going to be achieved, the support needed to achieve the expectations, agreed deadlines for improvement and progress review dates.
- f) The Employer will give the Employee at least 24 hours' notice prior to a formal meeting. The Employee will have the right to be accompanied by a support person or union representative during the meeting. The Employee will be given an opportunity to respond to the allegations before any decision is made.
- g) Warnings or any decisions regarding an Employee's Unsatisfactory Work Performance will be clearly communicated to the Employee in a timely manner and in the instance where a written warning is issued, it will stipulate the nature of the Unsatisfactory Work Performance. The discipline outcome will be fair and not disproportionate to the seriousness of the matter. If the Employee is dissatisfied with the outcome of disciplinary decision, the Dispute and Grievance clause procedure may be utilised.

22.8 Unsatisfactory Work Performance disciplinary outcomes

- a) Written Warnings
 - i. If an Employee does not meet the standard of work required and that standard of work has not improved in the timeframe set, a first written warning will in most cases occur.

- ii. Failure to demonstrate sustained improvement to Unsatisfactory Work Performance in a reasonable timeframe may result in a second written warning being issued.
- iii. Should there continue to be a failure to demonstrate sustained improvement to Unsatisfactory Work Performance in an additional reasonable timeframe, then further disciplinary action may be taken, including termination of employment.

PART 4– SALARY AND RELATED MATTERS

23. Classification

- 23.1** The classifications applicable to the work performed by the Employer and its employees are contained in Schedule 2 to this Agreement.

24. Gross Salary structure

- 24.1** The salary structure applicable to the work performed by the Employer and its employees is contained in Schedule 1A and 1B to this Agreement and applies to the classifications referred to in Schedule 2 to this Agreement.
- 24.2** Employees who commenced employment with the Employer at any time prior to 2 December 2014 shall be paid in accordance with the salary structure outlined in Schedule 1B.
- 24.3** Employees who commence employment after 2 December 2014 shall be paid in accordance with the salary structure outlined Schedule 1A.
- 24.4** Employees who receive a promotion to a higher Grade (for example from Grade D to E) under the classifications and commence in a new position on or after 2 December 2014 shall be paid in accordance with the salary structure outlined Schedule 1A (whether or not the Employee was paid in accordance with Schedule 1A at the time). Employees will be paid at a salary no lower than their salary prior to promotion.

25. Remuneration guidelines – classification scale

25.1 Salary entry levels

- a) New Employees will normally commence at the lowest increment of their classification; however, the Employer may decide to advertise a salary range for the classification. The decision to advertise a salary range and ultimately appoint at an increment point higher than the lowest increment point will be made by the relevant Executive Manager via a manager recommendation in conjunction with P&C.

25.2 Progression within a Grade

- a) Progression Steps and Amounts
 - i. Within grades A, B, C, E & F there are six progression steps and within grade D there are seven progression steps (expressed as salary increment points) as detailed in the table at Schedule 1A and 1B.
 - ii. Progression steps or amounts within grades are not points of defined work value. Progression within the salary structure will not be automatic, consistent with wage fixing principles.
- b) Top of Band

An Employee at the top of their grade who achieves progression will, in lieu of a progression step or progression amount, receive a top of grade or value range payment (lump sum) equal to one per cent of the Employee's salary as at 30 June of the relevant performance cycle.

25.3 Performance appraisal

- a) Performance appraisal is a regular review and discussion of an Employee's performance of assigned duties, responsibilities and behaviour. It provides a way to help identify areas to increase capacity and capability, to help promote professional and personal growth, job satisfaction and is based on results obtained by the Employee in his or her job.
- b) Performance appraisal measures skills and accomplishments with reasonable accuracy and uniformity. The Employer's performance appraisal system focuses on three interconnected areas: performance goals, personal development goals and ongoing two-way performance feedback.
- c) The performance appraisal process is not intended to replace formal performance management. If there are general concerns over the performance of an individual, then the performance management process should be followed. Performance management may be managed informally or formally and where it is being managed formally it will be under the disciplinary procedure as detailed in Clause 22.
- d) The Employer's performance cycle is 12 months from 1 October to 30 September. The review cycle includes a self-assessment and review, allowing formal discussion and monitoring of Employee performance towards goals and feedback. Each review will include an agreed indicator of individual progress.
- e) Completed assessment at cycle end will include manager comments and a rating scale for each performance goal. Increment progression is not automatic. In order to qualify for an increment increase, three or more performance goals must be rated as achieved by the manager (based on evidence), as well as being rated as achieving the requirements of their role. Furthermore, to qualify for an increment increase, the Employee must:
 - i. have held their role as at 30 September for a minimum of three months;
 - ii. have at least three months active service during the performance year; and
 - iii. not have received a warning letter as per Clause 22, documented in the performance year.
- f) Performance goals are set with each Employee within the first three months of the performance appraisal cycle or for new Employees within three months of commencement in a new role.
- g) Establishing performance goals will involve Employee input but be determined by the manager. Once calibrated and approved by P&C, performance goals are confirmed and application may commence.
- h) Personal development goals will require the Employee to identify, in consultation with their manager, goals that will see long term developmental growth.
- i) Two-way performance feedback between manager and Employee is imperative within the process as it ensures consistent, ongoing, open and clear communication between both manager and Employee to identify early

detection of issues; training and development opportunities; and coaching and development needs for managers.

- j) If a disagreement or a dispute occurs, P&C must be notified of such immediately in order to address and resolve it.

25.4 Gross pay increases

- a) Payment of progression increments
 - i. Progression increments, until an Employee reaches the top of their classification level, will be paid annually provided the requirements set out in Clause 25 are met on 1st October.
- b) Pay increases during the life of this Agreement
 - i. Schedule 1A and 1B provides for wage rates during the life of the Agreement:

Date of Increase (first pay period commencing on or after date specified)	Amount
1 November 2021	2.0%
1 November 2022	2.0%
1 November 2023	2.0%
1 November 2024	2.0%

26. Work value reviews, salary alignments and promotions

- 26.1** The Employer may utilise an external job evaluation system to determine work values.
- 26.2** The CEO or Executive Manager Corporate Services may initiate reviews of relativities and alignment of salaries on an individual basis in exceptional circumstances.
- 26.3** Any Employee may request such a review at any time. Following such a review an accelerated increment, or reclassification to a higher level, may be granted, provided it is supported by evidence and is capable of independent review. If an Employee is not satisfied with the outcome of the review, the matter should be reviewed in accordance with Clause 10.
- 26.4** In the instance where, following a review initiated under clause 26.3 and a reclassification is the outcome, then the Employee will not have to reapply for the position and will be directly appointed to the reclassified position.

27. Gender Equality

27.1 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; and
- f) participation and engagement: workers, unions and employers work collaboratively to achieve mutually agreed outcomes.

27.2 Meaning of 'Pay'

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

27.3 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 workplace.

27.4 Claims relating to systemic gender equality issues

- a) A systemic gender equality issue means an issue of a systemic nature within the Employer, which adversely affects a class or group of Employees of the Employer relating to:
 - i. the gender composition of any or all workforce levels of the Employer;
 - ii. the gender composition of governing bodies;
 - iii. equal remuneration for work of equal or comparable value across any or all workforce levels of the Employer, irrespective of gender;
 - iv. sexual harassment in the workplace;
 - v. recruitment and promotion practices in the workplace;
 - vi. availability and use 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.
- 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.

- 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 Gender Equality Commissioner to deal with.
- h) In dealing with a claim, the Gender Equality Commissioner:
 - i. must consider the gender pay equity principles referred to in Clause [27.1](#);
 - ii. must be objective and free from assumptions based on gender;
 - 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;
 - 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;
 - v. must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation;
 - vi. must deal with the claim in a manner that is independent of the Employer or the claimant;
 - vii. must consider evidence that the claim may not be isolated to the Employer subject to the claim but may affect Employees from other public sector employers not covered by this Agreement;
 - viii. may jointly deal with a claim and any other dispute which has been referred to the Gender Equality Commissioner, which relates to the same or similar systemic gender equality issues;
 - 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 Gender Equality Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic). This can include mediation, conciliation, making recommendations or offering opinions.
- i) If a claim is unable to be resolved by the Gender Equality Commissioner, either the claimant or the Employer may refer the claim to the Gender Equality Commissioner as a dispute for resolution pursuant to Clause 10.
- j) 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.
- k) A claimant may choose to be represented at any stage by a representative, including a union representative or employer's organisation.
- l) 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.
- m) While 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.

27.5 Gender equality action plans

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

28. Payment of salaries

- 28.1** All salaries shall be paid fortnightly and shall be paid by direct credit to a bank account, credit union or building society of the Employee's choice.
- 28.2** Salaries shall be paid to Employees on the same day of each fortnight except where such day falls on a public holiday in which case payment shall be made on the previous working day.
- 28.3** Each Employee shall be provided, in writing, with all details regarding the make-up of his or her pay including deductions.

29. Higher duties allowance

- 29.1** Where an Employee is required to perform, for at least five consecutive working days, or on a regular basis all or part of the Duties of a Position for which a higher classification level is fixed by this Agreement, such Employee shall be granted from the date of commencing the higher duties an allowance computed in the following manner:
 - a) Where the Employee performs the full duties of the higher classified position: such allowance as will increase the Employee's rate of pay to the first increment of the relevant classification for that higher position for the period they are so employed.
 - b) Where the Employee performs a portion of the duties of the higher position: such allowance equivalent to the proportion of duties performed at the higher classification on the basis of the first increment of the relevant classification of the incumbent of the higher position.
- 29.2** Where, while performing higher duties, the Employee is promoted to the higher position or a position at an equivalent classification, increments in the higher position will apply from the date of commencement of duties at the higher position.
- 29.3** When the number of consecutive working days is five or more, any public holiday(s) or authorised absence within the period of higher duties will be included for payment when calculating the allowance to be paid.
- 29.4** Where an Employee takes annual leave whilst working in a higher position for which they are entitled to an allowance under this clause, such allowance shall be paid for the period of leave provided that:
 - a) The Employee has performed at the higher position for at least 20 consecutive days prior to taking the leave or continues in the higher position on return from leave.

- b) In all other circumstances, where the Employee takes leave, the allowance will be paid for no more than five days of the period of the leave.

29.5 Any position occupied by an Employee in receipt of a higher duties allowance for a period in excess of 12 months shall be assessed by the Employer, with the purpose of determining whether or not a permanent appointment should be made to the position.

30. Superannuation

30.1 The Employer will make superannuation contributions to a complying superannuation scheme in accordance with federal legislation.

30.2 Contributions will commence from the date that employment commences.

30.3 Employees may request additional contribution be made to their fund or funds of choice on a pre or post tax basis. Additional pre-tax contributions will only be allowed whilst additional employee superannuation contributions remain an 'exempt benefit' under Australian taxation law.

30.4 Employer contributions in respect of Primary Caregiver Parental Leave

- a) An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave which occurs on or after the commencement of this Agreement.
- b) An Employee is entitled to have superannuation contributions paid as a lump sum to the Employee's fund as provided for in Clause 30.
- 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 Primary Caregiver Parental Leave.
- d) The quantum of the superannuation contributions payable under this clause will be calculated based on:
 - i. the number of weeks of Primary Caregiver Parental Leave take by the Employee, capped at 52 weeks;
 - ii. the Employee's weekly pay calculated in accordance with Clause 61.26 of the Agreement; and
 - iii. the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time payment is made.

31. Salary Packaging

31.1 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.

31.2 All costs associated with salary packaging, including fringe benefits tax and the Employer's reasonable administrative costs, are to be met from the salary of the participating Employee.

PART 5 – HOURS OF WORK AND RELATED MATTERS

32. Ordinary hours of work

32.1 Ordinary hours

- a) The ordinary hours of work shall be 76 hours (exclusive of meal breaks) to be worked over 10 days per fortnight.

32.2 Spread of hours

- a) The spread of hours for all Employees shall be between 7.00am to 6.30pm, Monday to Friday. The Employer must not require an Employee to:
 - i. perform ordinary hours of work outside the times of 7.00am to 6.30pm on any weekday; or
 - ii. perform ordinary hours of work on Saturdays, Sundays, public holidays.

32.3 Changes to hours and days of work

- a) The actual days and hours of work will be those established between the Employer and the Employee at the date of employment or as subsequently altered by agreement.
- b) To meet operational requirements, subject to Clause 19 the Employer may alter an Employee's hours or days of duties with four weeks' notice.

33. Flexibility options within ordinary hours of work

33.1 The ordinary hours of work may be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

33.2 An Employee may take time off during ordinary hours on any given day, upon agreement with their manager, provided such hours are made up later that same day or at another agreed time, within the fortnight.

34. Overtime conditions

34.1 The Employer may require an Employee to work reasonable overtime at overtime rates.

34.2 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:

- a) any risk to the Employee's health and safety;
- b) the Employee's personal circumstances including family responsibilities;
- c) the needs of the workplace;
- d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- e) any other relevant matter.

34.3 Overtime is the hours worked (at the direction of a manager or an executive officer and agreed to be worked by the Employee), which are in excess of 76 hours a fortnight and or outside the normal spread of hours (as outlined in Clause 32.2).

- 34.4** An Employee who works overtime will be paid at the appropriate rate of overtime as specified in Clause 35 or permitted to take time off in lieu of overtime worked as specified in Clause 36.
- 34.5** All overtime must be pre-approved by the Employee's Line Manager to be eligible for payment or time off in lieu of overtime.
- 34.6** The Employer may request part-time Employees to work reasonable additional hours. Reasonable additional hours are hours greater than the Employee's normal hours, but less than 76 hours a fortnight and within the normal spread of hours (as outlined in in Clause 32.2).
- 34.7** All additional hours must be pre-approved by the Line Manager to be eligible for payment or time off in lieu of the additional hours.

35. Overtime payment

35.1 Overtime Rates of Pay

- a) Subject to Clause 34 the following overtime rates will apply:

i. Monday to Friday

Overtime worked Monday to Friday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

ii. Saturday

All time worked on Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

iii. Sunday

All time worked on Sunday shall be paid at the rate of double time.

iv. Public Holidays

For hours worked during the normal spread of hours up to 7.6 hours on a public holiday, an overall rate of time and a half shall be paid. For hours worked in excess of ordinary hours or outside the spread of hours on a public holiday, double time and half shall be paid.

- 35.2** The hourly rate for overtime payment shall be at the Employee's classification pay rate at the time the overtime was worked.

35.3 Exceptions

- a) Full time and part-time Employees in positions classified Grades E and F will be eligible to receive payment for overtime worked on an hour for hour basis. Time off in lieu of overtime will be granted in accordance with Clause 36.

36. Time in lieu of overtime

- 36.1** By agreement between the Employee and manager or executive officer, time in lieu of overtime may be chosen as an alternative to paid overtime.

36.2 Time in lieu of overtime will be taken at the following rates:

- a) Grades A to D will receive time in lieu of overtime as specified for paid overtime in Clause 35.
- b) Grades E and F will receive time in lieu of overtime on an hour for hour basis.

36.3 Time in lieu of overtime is to be taken at a time agreed between the Employee and their manager or Executive Manager. An Employee will not be able to accrue more than a normal working week before having to take at least a normal working day accrued time in lieu. Accruals above a normal working week will be paid out automatically.

36.4 Accrued time in lieu of overtime will be paid out on termination as specified in this clause.

37. Work from home guidelines

37.1 Work from home and or working from a remote working location will be available to Employees as per the criteria and eligibility set out in the Working Remotely policy or equivalent (which does not form part of this Agreement).

38. Flexibility of roles

38.1 The Employer is a small organisation, which relies on the cooperation of staff, especially during times of peak workload and special circumstances. At times staff may be expected to perform duties outside their normal duties, but which are within their capacity, to meet organisational requirements.

39. Meal breaks

39.1 An unpaid meal break of between 30-60 minutes shall be commenced within the first five hours of the time of commencing work.

39.2 Where the Employee is required to work for at least two hours after the completion of their normal ordinary daily hours, the Employee will be entitled to a second unpaid meal break of at least 20 minutes.

39.3 The meal break shall be taken at a time agreed between the Employer and Employee.

39.4 A paid 15-minute morning tea break shall be available, subject to operational requirements. An Employee may be recalled to duty during morning tea, if necessary.

40. Individual flexibility arrangements

40.1 The aim of these guidelines is to facilitate and encourage mutual flexibility between Employee and Employer, and amongst Employees.

40.2 An individual flexibility arrangement must be genuinely agreed to by the Employee and the Employer.

40.3 An individual flexibility arrangement may vary the effect of one or more of the following terms of this Agreement:

- a) Clause 32 Ordinary hours of work
- b) Clause 36 Time in lieu of overtime

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

40.5 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.

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

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

- a) the terms of this Agreement that will be varied by the arrangement; and
- b) how the arrangement will vary the effect of the terms; and
- c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- d) the day on which the arrangement commences.

40.8 The Employer must ensure that any individual flexibility arrangements:

- a) are about permitted matters under section 172 of the Act;
- b) are not unlawful terms under section 194 of the Act;
- c) result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement was made.

40.9 The arrangement may be terminated:

- a) by either the Employee or the Employer giving a specified period of notice in writing, with the specified period being not more than 28 days (or such notice as may be prescribed by legislation from time to time); or
- b) at any time by written agreement between the Employee and the Employer.

40.10 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier on notice or by agreement in accordance with Clause 40.9.

41. Requests for flexible working arrangements

41.1 If:

- a) any of the circumstances referred to in Clause 41.2 below apply to an Employee; and
- b) the Employee would like to change his or her working arrangements because of those circumstances,

then the Employee may request from the Employer a change in working arrangements relating to those circumstances. Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

41.2 The following are the circumstances:

- a) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
- c) the Employee has a disability;
- d) the Employee is 55 or older;
- e) the Employee is experiencing violence from a member of the Employee's family;
- f) 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 violence from the member's family.

41.3 An Employee is not entitled to make a request unless:

- a) for an Employee other than a casual Employee — the Employee has completed 12 months of continuous service with the Employer immediately before making the request; or
- b) for casual Employees — the Employee is a long term casual Employee of the Employer immediately before making the request and has reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

41.4 Employees who are not entitled to make a request under this clause may be able to make a request under Clause 33 or Clause 40.

41.5 Requirements:

- a) The request must:
 - i. be made in writing; and
 - ii. set out the details of the change sought and the reasons for the change.
- b) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. The Employer may only refuse a request on reasonable business grounds. If a request is refused the written notice referred to in this clause must include the details for the refusal.

41.6 Without limiting what are reasonable business grounds for the purposes of Clause 41.5b), reasonable business grounds include the following:

- a) that the new working arrangements requested by the employee would be too costly for the employer;
- b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- 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;
- d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

PART 6 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

42. Annual leave

42.1 Full time Employees are entitled to four weeks (152 hours) of annual leave per annum (pro-rata for part-time Employees).

42.2 The Employer may not approve leave in advance of the accrual of entitlements; however leave may be approved on a pro-rata basis (for example 2 weeks leave may be approved after six months service).

- 42.3** Approval of leave shall be subject to the Employer's operational requirements, including work-load issues, availability of relief staff and the length of the leave requested. Employees' preferences will be accommodated wherever possible; however team members may be required to stagger their leave and may also be required to avoid peak work load periods.
- 42.4** The maximum leave entitlement which may be accrued is six weeks except in the instance where a request has been made by the Employee and written approval has been given by the Employee's Line Manager to accrue in excess of six weeks for a specific leave event. All other Employees who have accrued six weeks of entitlements will be requested to take leave.
- 42.5** An Employee shall accrue annual leave while they are at work, for public holidays and while on all types of paid leave. An Employee shall not accrue annual leave when they are on leave without pay.
- 42.6** If a public holiday falls while the Employee is on annual leave, then that day shall not be deducted from the Employee's accrued annual leave.
- 42.7** If the period during which the Employee takes annual leave includes a period of any other leave or absence (other than unpaid parental leave or community service leave), the Employee is taken not to be on annual leave for the period of that other leave or absence.
- 42.8** All accrued annual leave including leave loading shall be paid out at the current ordinary rate on termination.
- 42.9** A leave loading of 17.5% shall be paid on ordinary time earnings (excluding overtime). The maximum allowance payable shall not exceed an amount calculated in respect of the salary subdivision for VicHealth classification Grade D1 at the first day of January of the year in which annual leave is taken.
- 42.10** Christmas Leave
- a) The Employer may close at the discretion of the CEO annually between the 26 December and 2 January each year. However in the instance where this would mean commencing the shutdown on a Tuesday or ending it on a Thursday then the CEO may at their discretion extend the close period by an additional day.
 - b) The Employer will grant Employees one day additional paid leave where the workplace is shut down during the period outlined in Clause 42.10a).
 - c) The Employer will require an Employee to take a period of annual leave or leave without pay where the workplace is shut down during the period outlined in Clause 42.10a).

43. Purchased leave

- 43.1** Employees may apply in writing to access work flexibility models to work between 44 weeks and 51 weeks per year. Applications for these flexible models of employment may be refused and will be considered in the light of operational requirements.
- 43.2** Where the Employer and an Employee agree to a reduction in the number of working weeks under Clause 43.1, the Employee will receive additional leave as follows:

44/52 weeks	Additional 8 weeks leave
45/52 weeks	Additional 7 weeks leave
46/52 weeks	Additional 6 weeks leave

47/52 weeks	Additional 5 weeks leave
48/52 weeks	Additional 4 weeks leave
49/52 weeks	Additional 3 weeks leave
50/52 weeks	Additional 2 weeks leave
51/52 weeks	Additional 1 weeks leave

- 43.3** 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.
- 43.4** Accrual of personal leave and long service leave by the Employee shall remain unchanged.
- 43.5** As an alternative to entering into an arrangement under Clause 43.1, an Employee may request that one or more weeks of his or her annual leave entitlement each be converted to two weeks or more leave on half pay.
- 43.6** The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted 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.
- 43.7** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee reverts to 52 week employment, appropriate pro rata salary adjustments will be made.
- 43.8** Arrangements under this clause will be reviewed annually by the Employer and the Employee to ensure they continue to be productive.

44. Personal and carer's leave

- 44.1** The provisions of this clause apply to full time and part-time Employees. See Clause 44.16 for casual Employees' entitlements.
- 44.2** Paid personal/carer's leave will be available to an Employee when they are absent from work because of:
- (a) personal illness or injury;
 - (b) personal illness or injury of an Immediate Family or household member who requires the Employee's care or support;
 - (c) an unexpected emergency affecting an Immediate Family or household member;
or
 - (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee provided that the care and attention is not wholly or substantially on a commercial basis.
- 44.3** Amount of paid personal/carer's leave

(a) 1st year of service (for continuing full time and part-time Employees) — 15 days will be credited upon commencement with the Employer. A continuing part-time Employee shall receive the same benefit on commencement on a pro-rata basis;

(b) 1st year of service (for fixed term Employees) — 15 days will be credited upon commencement to fixed term Employees whose contract is for 12 or more months (or pro-rata for a part-time Employee). Where a fixed term Employee is employed on a contract of less than 12 months duration their sick leave will accrue progressively during their service to a maximum of 15 days annually (pro-rata for part-time Employees).

(c) 2nd and subsequent years of service — Upon completion of the first year of service, Employees will accrue annually 15 personal/carers leave days. A part-time Employee will receive the same benefit on a pro-rata basis. An Employee's entitlement accrues progressively during a year of service according to the Employee's ordinary hours of work, and unused personal/carer's leave accumulates from year to year.

44.4 Personal/carer's leave shall be cumulative.

44.5 Paid personal/carer's leave shall be treated as service for all purposes.

44.6 Use of accumulated personal/carer's leave

(a) An Employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

44.7 An Employee unable to attend work, for reasons set out in Clause 44.2, shall notify their manager or supervisor as soon as practicable, and shall advise the Employer of the anticipated duration of the Employee's absence.

44.8 Employees may be required to provide medical certificates or statutory declarations or such other evidence that would satisfy a reasonable person, for any absence as a result of any of the reasons as set out in Clause 44.2. A medical certificate or statutory declaration is required where the Employee is absent from work under this clause for more than three consecutive working days.

44.9 An acceptable medical certificate will include certificates from Medical Service Providers as defined in Clause 7.29.

44.10 If the Employee takes more than five days without a medical certificate in any year of service, then the number of days' absence in excess of five will not be treated as paid personal/carer's leave. Such days will be deducted from the Employee's annual leave accrual or treated as unpaid personal/carer's leave, the choice being at the Employee's discretion, and subject to the approval of the Employer

44.11 If there is no paid personal leave balance available to the Employee the Employee may opt to utilise an available annual leave balance instead of taking unpaid

personal leave. Where the Employee opts for a deduction from annual leave, the Employer may ask the Employee to provide a statutory declaration or other acceptable documentation, setting out the reasons for the absence.

44.12 Illness during annual leave

(a) If an Employee, during a period of annual leave, is ill or injured and is covered by a medical certificate, the time will be treated as personal leave and the Employee's annual leave will be adjusted accordingly.

44.13 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.

44.14 Unpaid personal leave

(a) Where an Employee has exhausted all paid personal/carer's leave entitlements, they may take personal leave without pay for up to 12 continuous weeks provided that a medical certificate is provided by the Employee. The Employee must be provided with the option of electing to take annual leave or long service leave, instead of leave without pay before they commence leave without pay.

44.15 Additional entitlements regarding carer's leave

(a) Subject to Clause 44.15(c), where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid personal/carer's leave to provide care or support in the circumstances outlined in Clause 44.2(b), 44.2(c) or 44.2(d).

(b) An Employee who has exhausted all of their personal/carer's leave may elect to take 5 days compassionate leave per annum as carer's leave, or may make use of flexible work hours or access annual leave.

(c) Where all other personal/carer's leave entitlements have been exhausted the Employer and the Employee will agree on the period of unpaid personal/carer's leave to provide care or support in the circumstances outlined in Clause 44.2(b), 44.2(c) or 44.2(d). In the absence of agreement, the Employee is entitled to take two (2) days' unpaid personal/carer's leave per occasion.

44.16 Casual Employees – Caring responsibilities

(a) Casual Employees are entitled to be unavailable to attend work or to leave work if they need to care for members of their Immediate Family or household who are sick or injured and require care or support, or who require care due to an unexpected emergency, or the birth of a child,

(b) Casual Employees are entitled to not be available to attend work for two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance for unpaid carer's leave.

(c) The Employer will require the casual Employee to provide evidence that would satisfy a reasonable person to support the taking of this leave.

45. Compassionate leave

45.1 Amount of compassionate leave – full time and part-time Employees

- a) Full time and part-time Employees (other than casual Employees) are entitled to 5 days paid compassionate leave on each occasion, when a member of the Employee's Immediate Family or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life;
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies.
- b) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- c) Such leave does not have to be taken consecutively.
- d) Additional leave may be granted from the Employee's personal leave entitlement.
- e) An Employee may take unpaid compassionate leave by agreement with the Employer.
- f) The Employer will require the Employee to provide evidence that would satisfy a reasonable person to support the taking of compassionate leave.

45.2 Compassionate Leave for Casual Employees

- a) Casual Employees are entitled to be unavailable to attend work or to leave work, if a member of the Employee's Immediate Family or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life;
 - ii. sustains a personal injury that poses a serious threat to their other life; or
 - iii. dies.

45.3 Casual Employees are entitled to not be available to attend work for two (2) days per occasion. Such leave does not have to be taken consecutively. The casual Employee is not entitled to any payment for the period of non-attendance for compassionate leave.

45.4 The Employer will require the casual Employee to provide evidence that would satisfy a reasonable person to support the taking of this leave.

45.5 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 or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.

46. Long service leave

46.1 Entitlement to leave

- a) An Employee who has completed ten years' continuous service shall be entitled to three months' long service leave with pay. An Employee shall be entitled to a further one and a half months' long service leave with pay for each additional period of five years' completed service. An Employee may be able to access this entitlement on a pro rata basis after an initial seven years' continuous service.
- b) An Employee who, with not less than seven completed years of service, resigns or whose service is terminated, shall receive payment of a sum representing the current accrual of long service leave, in lieu of long service leave with pay.
- c) Where the employment of an Employee with not less than four completed years of service, is terminated on account of ill health, retrenchment, or by death, the Employee or the legal personal representative of the Employee shall receive payment of a sum representing the current accrual of long service leave.
- d) Any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave. The Employer shall grant to the Employee a day off in lieu.

46.2 Calculation of the accrual of long service leave

- a) In calculating the accrual of long service leave, there shall be included:
 - i. normal working hours;
 - ii. all periods of paid leave including personal/carer's leave;
 - iii. unpaid sick leave up to a maximum of 26 weeks;
 - iv. any period on Work Cover for which accident make up payments are made, for a maximum of twelve months;
 - v. prior service as defined in sub clause 46.3 of this clause; and
 - vi. such other leave as the Employer may determine in a particular case.
- b) Any periods of long service for which leave has been taken or pay in lieu made shall be used for the purposes of calculating service, but no further payment can be made or leave taken with respect to those periods.
- c) No periods of unpaid leave shall be recognised as service unless specified in Clause 46.2a) of this clause.

46.3 Recognition of prior service

- a) For the purposes of this provision, prior service of an Employee shall include any period or periods of service with any employer respondent to the Victorian State Agencies Award 2003, or in any state or federal government office (including the Armed Forces), or in any other government instrumentality or authority, municipality or Local Government Authority or Australian universities.
- b) Prior service, as defined above, shall be recognised provided that breaks in such service do not exceed twelve months or in special circumstances up to five years.

46.4 Taking of long service leave

- a) Long service leave shall be taken at times which are convenient to the needs of the Employer. As far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.

46.5 Payment of long service leave

- a) Long service leave granted with pay shall be paid at the Employee's Ordinary Rate of Pay, as defined. Where the length of service prescribed in this sub clause includes periods of less than full time service (including prior service recognised under sub clause 46.3), calculation and payment of such periods of service shall be on a pro rata basis.
- b) At the request of the Employee, the whole or part of long service leave may be taken at half pay for a period equal to twice the whole or part of the period.
- c) Long service leave pay shall be payable fortnightly except that on request of the Employee and with the agreement of the Employer the amount may be paid in a lump sum at the commencement of the leave.
- d) Payment to an Employee during long service leave shall be adjusted to include any variation in salary which occurs during the leave period.

47. Public holidays

47.1 An Employee, other than a casual, shall be entitled to paid time off in respect of public holidays in accordance with this clause.

47.2 The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

- a) New Year's Day
- b) Australia Day
- c) Labour Day
- d) Good Friday
- e) Easter Saturday
- f) Easter Sunday
- g) Easter Monday
- h) Anzac Day
- i) Queen's Birthday
- j) Friday before the AFL Grand Final
- k) Melbourne Cup Day
- l) Christmas Day
- m) Boxing Day

47.3 An Employee, other than a casual, shall be entitled to paid time off in respect of any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in Clause 47.2.

47.4 The Employer and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.

- 47.5 Agreement pursuant to Clause 47.4 shall be recorded in writing and be available to every affected Employee.

48. Professional development and study leave

- 48.1 The Employer acknowledges that learning and development benefits both the Employee and Employer. The Employer is committed to providing Employees with career and development opportunities where possible through appropriate training and to the utilisation of relevant skills acquired within the Employer.
- 48.2 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.
- 48.3 The Employee will be required to apportion lectures and tutorials to hours outside of the agreed hours of work. The Employer may grant to any Employee up to 10 days / 76 hours leave (pro-rata for part-time Employees) for professional development purposes / study leave per year, subject to the conditions outlined in the Learning and Professional Development policy or equivalent (which does not form part of this Agreement).
- 48.4 The Employer may grant any Employee part time leave of absence with pay under this clause for professional development including Continuing Professional Development (CPD), short courses, micro-credentialing or other training that, in the opinion of the Employer, is likely to increase the efficiency and individual development of the Employee.
- 48.5 In exceptional circumstances, the Employer may grant leave of absence either without pay or upon the condition that leave of absence will be offset by the performance of duties by the Employee outside the agreed hours of work.
- 48.6 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, the Employee meeting the required level of performance and behaviour at their most recent annual performance review and the reasonable operational requirements of the Employer.
- 48.7 For reasons of unsatisfactory progress, the Employer may, after a minimum period of twelve months, revoke any study leave granted.
- 48.8 Attendance at a training course authorised by the Employer will be regarded as being on duty. All costs of such training will be met by the Employer.

49. Industrial relations and occupational health and safety training

- 49.1 A nominated Employee Representative(s) or an Employee(s) elected as an Occupational Health and Safety Representative(s) may be granted up to five days leave per annum to attend an accredited training program. An Employee (s) may be granted the leave 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, provided that such attendance does not seriously disrupt the operational requirements of the Employer.
- 49.2 An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year provided the total leave taken in that year and in the subsequent year does not exceed ten days.

- 49.3** Additional paid leave may be approved for Health and Safety representatives to attend training approved by the Victorian WorkCover Authority, at the Employer's discretion.
- 49.4** Evidence of attendance must be produced.
- 49.5** The Employer will ensure that the Union is provided with an opportunity to explain their role and functions to employees at the commencement of their employment during their induction program.

50. Gender Transition Leave

- 50.1** 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 transition.
- 50.2** Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.
- 50.3** Employees may give effect to their transition 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.
- 50.4 Amount of gender transition leave**
- a) An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:
 - 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 Gender Transition Leave entitlements outlined in Clause 50.4a) are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.
 - c) Essential gender affirmation procedures may include:
 - i. medical or psychological appointments;
 - ii. hormonal appointments;
 - iii. surgery and associated appointments;
 - 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 transition as agreed with the Employer.
 - d) An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
 - e) Gender Transition Leave may be taken 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.

50.5 Gender Transition Leave – Casual employees

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks' duration for gender transition purposes.

50.6 Notice and evidence requirements

- a) An Employee seeking to access Gender Transition Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
- b) An Employee seeking to access Gender Transition 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 medical practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

51. Cultural and Ceremonial leave

51.1 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.

51.2 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.

51.3 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.

51.4 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 their 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 51.4(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 51.4 is in addition to compassionate leave granted under Clause 45.

52. First Peoples' Assembly of Victoria Leave

- 52.1** An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days paid leave per calendar year to fulfil their official functions during their term of office.
- 52.2** Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to the Employee's role or for any other ancillary purpose as agreed with the Employer.
- 52.3** Where in any calendar year an Employee exhausts their entitlement under this clause the Employer may grant further paid or unpaid leave to support the Employee's representative functions.
- 52.4** 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.
- 52.5** Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

53. Volunteer leave

- 53.1** An Employee may be granted up to one day of paid leave per annum to undertake volunteer activities for an approved organisation.
- 53.2** An approved organisation is an organisation that has been approved by the CEO (or delegate) and is listed in the Serving the Community or equivalent policy (not part of this Agreement).
- 53.3** Approval of the leave shall be subject to the Employer's operational requirements.

54. Voluntary Community Activities Leave

- 54.1** 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.
- 54.2** Leave will be subject to Employer's operational needs.
- 54.3** 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;
 - b) to participate in a community event as part of their role with the organisation;
 - c) to participate in consultation relevant to their role in the organisation; or
 - d) any other purpose agreed with the Employer.

- 54.4** Leave will not accrue from year to year and cannot be cashed out on termination of employment.

55. Leave to participate in sporting or cultural event

- 55.1** An Employee may be granted up to ten days of paid leave in any two year period to participate as a competitor or an official in any non-professional state, national or international sporting or cultural event, subject to the Employer's operational requirements.
- 55.2** Sporting or cultural events must be coordinated or endorsed by a recognised state or national body.
- 55.3** Recognised/eligible cultural events include, but are not limited to, artistic or cultural performances, competitions or exhibitions.
- 55.4** Documents supporting the request may be required at the Employer's discretion prior to the approval of leave
- 55.5** After exhausting the paid leave provision under Clause 55.1 an Employee may request to take annual or long service leave (where available), or leave without pay.
- 55.6** Employees not granted leave to participate in sporting or cultural events may request to take annual or long service leave (where available), or leave without pay.

56. Defence force leave

- 56.1** Unpaid leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.
- 56.2** An Employee required to complete Defence Reserve service will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.
- 56.3** Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employee's VicHealth salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.
- 56.4** Preservation of prior entitlement
- (a) For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

57. Defence service sick leave

- 57.1** This clause applies where the Employer is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth), including:
- a) operational service;
 - b) peacekeeping service; and
 - c) hazardous service.
- 57.2** The Employee will be credited with 114 hours special leave with pay for each year of service with the Employer from the conclusion of the Employee's operational, peacekeeping or hazardous service.
- 57.3** Leave under this clause will be cumulative to a maximum of 760 hours.

- 57.4** This leave is in addition to personal/carer's leave under Clause 44.
- 57.5** The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in Clause 57.1 from a Medical Service Provider.
- 57.6** For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in Clause 44.

58. Community service leave

- 58.1** An Employee is entitled to community service leave as provided for in the National Employment Standards under the Act. In addition:
- a) An Employee who is a registered member of a volunteer organisation and who wishes to respond to a declared emergency situation may be released from duties to do so, without loss of pay. In exceptional circumstances this may extend to other Employees as requested.
 - b) Evidence of attendance must be provided.
 - c) The Employee will only be released where operational requirements, as determined by the Employer, allow.

59. Leave for blood donation

- 59.1** Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every 12 weeks, at a time that does not unduly impact on operational needs of the Employer.

60. Court attendance

- 60.1** An Employee required under the *Juries Act 2000* (Vic) to appear and serve as a juror in any court is required to provide the Employer with evidence of jury service pay. Once the evidence has been produced, the Employee shall have their pay made up to their normal pay for the period of required attendance at court and shall not be required to pay the Employer any fees received from the court for serving as a juror. The Employee should experience no financial loss or benefit from serving as a juror.
- 60.2** An Employee required to appear in court as a crown witness, or required and/or granted leave to attend in an official capacity, as a consequence of or in connection with his or her employment, to give evidence or to produce papers in any court, shall have their pay made up to their normal pay.

61. Parental leave

61.1 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.
- b) An Employee currently on parental leave is not required to return to work in order to access a further period of parental leave under this clause.

61.2 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 Long Term 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) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in Clause 61.2(h)).
- c) **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.
- d) **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.
- e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- f) **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.
- g) **Stillborn** has the meaning given by section 77A(2) of the Act.
- h) **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 *Parliamentary Administration Act 2005* (Vic) ;
 - ii. under Part 6 of the *Parliamentary Administration Act 2005* (Vic) ; or
 - iii. as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic);

61.3 Summary of Parental Leave Entitlements

- a) The entitlements summarised in the table below apply to a period of Parental Leave commencing on or after 1 November 2021.

Table 1: Parental Leave Entitlements (commencing on or after 1 November 2021)

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 3 months Continuous Service	4 weeks	Up to 48 weeks	52 weeks
More than 3 months Continuous Service <u>and</u> 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
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
	Paid leave	Unpaid leave	Total
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		
Pre-adoption leave			
More than 3 months Continuous Service	2 days		
Permanent Care Leave			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks

Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Grandparent Leave			
Grandparent Leave	0	Up to 52 weeks	52 weeks

61.4 Parental Leave – Primary Caregiver

- a) An Eligible Employee, who has, or will have, completed at least three months' paid Continuous Service and 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, who has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee, is entitled to up to 52 weeks unpaid parental leave.
- 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;
 - ii. if their Spouse has received, or will receive, paid parental leave, 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.

61.5 Parental Leave – Secondary Caregiver

- a) An Eligible Employee who has, or will have, completed at least three months' paid Continuous Service and 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 61.6, 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 has not completed at least three months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term 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.

61.6 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) 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.

61.7 Pre-Natal Leave

- a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy 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 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. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- d) Paid pre-natal leave is not available to casual Employees.

61.8 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.

61.9 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) (as amended from time to time or succeeded) or a permanent parenting order by the Family Court of Australia; and
- b) will be the Primary or Secondary Caregiver for that Child.

61.10 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.

61.11 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) (as amended from time to time or succeeded), is eligible to access the parental leave entitlements outlined in Clause 61.

61.12 Continuing to work while pregnant

- a) The Employer may require a pregnant Employee to provide a medical certificate 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 61.14b).

The medical certificate must contain the following statements (as applicable):

- A statement of whether the Employee is fit for work.
 - If the employee is fit for work, a statement of whether it is inadvisable for the Employee to continue in their present position during a stated period because of illness or risks arising out of the employee's pregnancy, or hazards connected with the position.
- 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.

61.13 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/carers' leave in accordance with Clause 44.

61.14 Transfer to a Safe Job

- a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit to work but 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 there is an Appropriate Safe Job available, be transferred to that safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- b) If there is no safe job available, 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.
- c) The entitlement to No Safe Job Paid Leave is in addition to any other leave entitlement the Employee has.

61.15 Special Parental Leave Provisions

Illness related to pregnancy

- a) If an Employee suffers an illness related to their pregnancy:
 - i. they will be entitled to access personal leave in accordance with Clause 44; or
 - ii. the Employee can take unpaid special maternity leave until the pregnancy or illness ends, whichever is earlier.

Loss of child

- b) If the Employee's pregnancy terminates after a period of gestation of at least 12 weeks with the loss of an unborn child, and the child is not stillborn:
 - i. the Employee will be entitled to access personal leave in accordance with Clause 44; or
 - ii. the Employee can take unpaid special maternity leave until they are fit for work.
- c) If the Employee's child is stillborn, or the child dies within 24 months following live birth:

- i. their entitlement to birth-related parental leave is not affected;
- ii. they will be entitled to access personal leave in accordance with Clause 44 (except during a period a period of unpaid parental leave); and
- iii. they may return to work from parental leave earlier.

Hospitalisation

- d) If a child is required to remain in hospital after the child's birth, or is hospitalised immediately after the child's birth, including because:
 - i. the child was born prematurely;
 - ii. the child developed a complication or contracted an illness during the child's period of gestation or at birth; or
 - iii. the child developed a complication or developed an illness following the child's birth,

the Employee and the Employer may agree that the Employee will not take parental leave for a period while the child remains in hospital.

61.16 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. 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;
 - 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 61.16a), 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.
- 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.

61.17 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 61.6, the additional leave will commence on the date the Employee takes on primary responsibility for the care of a Child.
- c) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- d) 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.

61.18 Rules for taking parental leave entitlements

- a) Parental leave is to be available to only one parent at a time, except:
 - i. parents may take up to eight weeks' leave concurrently with each other, comprising any paid leave to which the Employee may be eligible for under Clause 61.3 or unpaid, in connection with the birth or adoption of their Child (Concurrent Leave).
 - a. Concurrent Leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
 - b. Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.
 - ii. in the case of parental leave taken flexibly in accordance with Clause 61.19; and
 - iii. in the case of a pause of parental leave due to hospitalisation of a child in accordance with Clause 61.15d).
- b) 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 within the first 52 weeks of parental leave, or where an extension is granted under Clause 61.24b), within the first 78 weeks where Clause 61.6 is invoked or otherwise the first 104 weeks.
- c) 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.

61.19 Flexible parental leave

- a) An Employee may take up to 30 days of parental leave (flexible parental leave) during the 24-month period starting on the date of birth of the child or the time of placement in the case of adoption, in accordance with this sub-clause.
- b) Flexible parental leave is parental leave and comes out of the Employee's entitlement to 52 weeks of parental leave.
- c) Flexible parental leave can be taken as:
 - i. a single continuous period of one or more days; or
 - ii. separate periods of one or more days each.
- d) The entitlement to take parental leave ends on the first day the Employee takes flexible parental leave. This means that if an Employee is to take a period of continuous parental leave, they should do so before they take any flexible parental leave.
- e) Flexible parental leave which falls within the definition of concurrent leave is counted for the purpose of the eight week cap on concurrent leave.
- f) To apply for flexible parental leave, the Employee must give written notice of intention to take flexible parental leave at the time the Employee gives notice to take parental leave under Clause 61.16. If the Employee only intends to take flexible parental leave, they must provide 10 weeks' written notice of the intention to take flexible parental leave.
- g) The written notice must specify the total number of days of flexible parental leave that the Employee intends to take. Any request for a reduction or increase of the total number of flexible days must be agreed between the Employee and the Employer.
- h) At least four weeks before the intended start date of flexible parental leave specified in the notice given under Clause 61.19(f), the Employee must:
 - i. confirm the intended start and end dates of the leave; or
 - ii. advise the Employer of any changes to the intended start and end dates of the leave,

unless it is not practicable to do so.

61.20 Using other accrued leave in conjunction with Parental Leave

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under Clause 61.24b).

61.21 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.

61.22 Effect of unpaid parental leave on an Employee's continuity of employment

Other than provided for in Clause 46 (Long Service Leave), unpaid parental leave under Clauses 61.4, 61.5, 61.24 and 61.30 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

61.23 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 Act.

61.24 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 61.4 or 61.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
 - 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 61.4 or 61.5, may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
 - ii. In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
 - iii. 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. The request must specify any parental leave that the Employee's Spouse will have taken.
 - iv. The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
 - v. The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.

- vi. 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 include the details of the reasons for any refusal.

61.25 Total period of parental leave

- a) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- b) In the case of a couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under Clause 61.4 or 61.5, will reduce by the period of any extension taken by a member of the couple under Clause 61.24.

61.26 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).
- 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;
 - ii. any time worked at a reduced time fraction in order to better cope during pregnancy;
 - 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 61.31c).
- d) For the purposes of Clause 61.26c)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 61.26a) 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.

61.27 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.

61.28 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 30 (Superannuation).

61.29 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 25 (Remuneration guidelines – classification scale).

61.30 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.

61.31 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 61.31b)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 [61.14](#) 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.

- ii. Where an Employee wishes to make a request under Clause 61.31c)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.

61.32 Lactation breaks

- a) Employees cannot be discriminated against for breastfeeding or chestfeeding or expressing milk in the workplace.
- 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.

61.33 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 61.33a).

61.34 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.

61.35 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 12.4 on the use of fixed term employment to replace the Employee does not apply in this case.

61.36 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.

62. Family violence leave

62.1 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 staff that experience family violence.
- b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings 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.

62.2 Definition of Family Violence

- a) Family Violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

62.3 Eligibility

- a) Leave for family violence purposes is available to all Employees with the exception of casual Employees.
- b) Casual Employees are entitled to access leave without pay for family violence purposes.

62.4 General Measures

- a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, material and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- b) 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.

- c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d) 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.
- e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or a member of P&C. The immediate supervisor may seek advice from P&C if the Employee chooses not to see the P&C or Family Violence contact.
- f) Where requested by an Employee, P&C will liaise with the Employee's Line Manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with Clauses 62.5 and 62.6.
- g) The Employer will develop guidelines to supplement this clause and which detail the appropriate action to be taken in the event that an Employee reports family violence.

62.5 Leave

- a) An Employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This 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 62.4a) from an Employee seeking to utilise their personal / carer's leave entitlement.

62.6 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;
 - ii. temporary or ongoing job redesign or changes to duties;
 - iii. temporary or ongoing relocation to suitable employment;
 - iv. a change to their telephone number or email address to avoid harassing contact; and
 - v. any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.
- b) 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.

- c) 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.
- d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

63. Leave without pay

63.1 Principle

- a) Following the values and principles of the Employer, leave without pay exists to assist and support Employees who find themselves in special circumstances and require time off work.

63.2 Requirement

- a) In order for leave without pay to be granted, the Employee needs to have exhausted all their relevant accrued leave with pay entitlements.
- b) Leave without pay may be granted for any period not exceeding 12 months.
- c) It is the right of the Employer to either grant or refuse a request for leave without pay. Factors to be taken into consideration include:
 - i. the Employee's reason for wanting the leave;
 - ii. length of overall service (e.g. leave will generally not be granted where the Employee does not have 12 months service);
 - iii. the period of absence;
 - iv. operational requirements;
 - v. notice required for leave; and
 - vi. supporting evidence of reasons.

63.3 Where skill mix of team allows, team members may accept additional responsibilities for the duration of the leave period in accordance with Higher Duties as specified in the Higher Duties Allowance Clause of this Agreement, prior to fixed term / casual Employees being appointed to cover leave without pay vacancies. Fixed term or casual Employees must be made aware of the temporary nature of employment and the right of the Employee to return after the leave of absence.

63.4 Personal Leave while on Leave without pay

- a) Personal leave may not be taken or substituted for part or whole of approved periods of leave without pay.

63.5 Contact while on Leave without pay

- a) The Employer requires the Employee to set up a plan with the Employer to stay in contact during their period of absence enabling ongoing communication. If the Employee's circumstances change during the period of leave without pay they should contact the Employer to inform them in a timely manner.

63.6 Return from leave without pay

- a) An Employee will be entitled to the position they held before taking leave without pay and are expected to return as at the agreed return date set when the leave application is made.

- b) 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 comparable in status and pay to that of their former position.

63.7 Ending employment while on leave without pay

- a) If an Employee wants to end their employment while on leave without pay, the required amount of notice must be given. Refer to Clause 21 (Termination of Employment).

PART 7 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

64. Excess travelling time

64.1 Where an Employee is directed to work temporarily at a location other than their normal place of employment they may be either:

- a) given time off during official working hours in respect of any period of excess travelling time incurred in travelling to and from this temporary location; or
- b) paid at the ordinary rate for the additional (as compared to the normally incurred) travel time.

64.2 Excess travel must be greater than 30 minutes for this clause to apply.

64.3 Employees whose salary exceeds VicHealth Grade D7 are not entitled to the benefits of this clause.

65. Travel and accommodation expenses

65.1 Where the Employer requires an Employee in the course of duties to be absent overnight or for part of the day, the Employee shall be eligible to receive payment for travelling, accommodation and reimbursement for other incidental expenses.

65.2 Travel and accommodation costs are generally paid directly by the Employer; however, reimbursement shall apply to any reasonable costs incurred, provided that receipts are provided.

66. Use of motor vehicle

66.1 An Employee who by agreement with the Employer uses their own private vehicle in the course of their duties shall be paid an allowance per kilometre, as recommended by the Australian Taxation Office for the financial year.

PART 8 – OCCUPATIONAL HEALTH, SAFETY AND WELLBEING MATTERS AND AMENITIES

67. Health and safety

67.1 The Employer acknowledges and supports the rights of Employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health. All parties to this Agreement are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.

67.2 The parties commit 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 health and safety representatives, of management systems and procedures designed to, so far as is reasonably practicable to:

- a) identify, assess and control workplace hazards;
- b) reduce the incidence and cost of occupational injury and illness; and
- c) provide a rehabilitation system for Employees affected by occupational injury or illness.

67.3 OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

68. Workload

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

68.2 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.

68.3 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.

68.4 On receipt of the 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 or refuses the request.

68.5 If the Employer refuses the request for a review, a written response under sub-clause 68.4 must include details of the reasons for the refusal.

68.6 If the Employer agrees to the request, a review of the workload of the Employee or group of Employees will be conducted.

68.7 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.

68.8 Any dispute concerning the parties' obligations under this clause shall be dealt with in accordance with Clause 10.

69. Right to Disconnect

69.1 The Right to Disconnect refers to an Employee's right to be able to disengage from work and refrain from engaging in work-related communications, such as emails, telephone calls or other messages, outside of the spread of ordinary hours.

69.2 The Right to Disconnect has four main elements:

- a) Managers must respect Employees' periods of leave.
- b) Other than in emergency situations or genuine welfare matters, Employees must not be expected to routinely perform work outside of their agreed working hours.

- c) Employees will not be penalised or otherwise disadvantaged for refusing to attend to work matters outside of their agreed working hours, except for situations set out in sub-clause 69.3 below.
- d) Employees are not required to read or respond to emails, messages or phone calls outside of their agreed working hours unless the Employee is in receipt of the stand-by (re-call) allowance as set out in Clause 78.

69.3 There will be occasional situations when it is necessary for employees to respond outside of the spread of ordinary hours, including but not limited to ascertaining availability for rosters, to fill in at short notice for a sick colleague, where unforeseeable circumstances may arise, for genuine Employee welfare matters, or where an emergency may arise, and/or where business and operational reasons require contact outside of agreed working hours.

69.4 This clause is to be read in conjunction with the VicHealth's 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 arrangements, which may extend to working, by agreement, outside of the span of hours.

70. Workplace wellbeing

70.1 The Employer seeks to develop the environment and practices that maximise its Employee's physical, mental and emotional health, in line with the VicHealth Wellbeing Policy or equivalent (which does not form part of this Agreement).

70.2 Employment Assistance Program

- a) The Employer provides access for all Employees and their Immediate Family to support via the Employment Assistance Program (EAP). This is a counselling service/program provided by the Employer to assist Employees and their Immediate Family in matters affecting their social, physical and psychological well-being.

71. First-aid

71.1 The Employer will maintain an appropriate first aid kit in a convenient location, a roster of qualified first aid staff will be clearly visible.

71.2 The Employer will pay for the costs of a Level 1 and Level 2 first aid certificate, and annual renewals, issued by the St John's Ambulance Association, or an equivalent qualification, for at least one Employee. These Employees shall then be the nominated First Aiders, performing First Aid duties as required, and shall be eligible for a First Aid Allowance.

71.3 The First Aid allowance shall be paid at the rate specified in the table below:

Date of Effect	Amount per Annum
1 November 2021	\$664
1 November 2022	\$677
1 November 2023	\$691
1 November 2024	\$705

72. Infectious diseases / dangerous medical conditions

- 72.1** 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 will 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.
- 72.2** Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, the Employer will require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a registered medical practitioner. Upon receipt of the medical report, 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. Any such absence of an Employee must be regarded as personal (sick) leave.
- 72.3** The Employee's personal (sick) leave shall be exhausted in the first instance, prior to any further paid leave being provided. Every 10 days the Employee's situation will be reviewed.

73. Rehabilitation

- 73.1** The Employer is committed to ensuring that injured Employees have every opportunity to return to their maximum working capabilities and that injured Employees are educated as to the process and benefits of rehabilitation.
- 73.2** The parties agree to the following commitments:
- a) to prevent occupational injury and illness by providing a safe and healthy working environment for all Employees;
 - b) to ensure a return to work as soon as possible after an injury;
 - c) to ensure that occupational rehabilitation by an accredited rehabilitation provider is provided as soon as possible for injured Employees who are expected to be off work for more than a short period;
 - d) to assist injured Employees to return to suitable duties/employment where possible, as soon as safely possible, as an integral part of the rehabilitation process;
 - e) to consult with Employees and, where applicable, their representative to ensure that the rehabilitation of any injured Employee works effectively;
 - f) to inform Employees of their rights under the *Accident Compensation Act 1985* (Vic) or *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and associated Guidelines, notably:
 - i. right of choice of doctor and accredited rehabilitation provider;
 - ii. access to interpreter services where appropriate;
 - iii. participation in rehabilitation is voluntary but non-participation may result in reduced weekly benefits; and
 - iv. participation in a rehabilitation program will not, of itself, prejudice an Employee in job security, promotion or Workers Compensation benefits.

74. Accident make-up pay

- 74.1** Subject to Clause 74.2, an Employee who is absent from work as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985 (Vic)* or *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* will receive make-up pay equal to the pay the Employee would receive for paid leave less the amount of the weekly payments of compensation (Make-up Pay).
- 74.2** Make-up Pay ceases when:
- a) the Employee is paid a disability benefit under the *State Superannuation Act 1988 (Vic)* or under a similar provision in any other act which requires the State of Victoria to contribute as an employer;
 - b) the Employee has been absent from work for either a continuous period of 52 weeks or an aggregate period of 261 working days (including any public holiday an Employee, but for that public holiday, would be required to work) or an aggregate period of 1976 hours; or
 - c) the Employee's employment is lawfully terminated.

PART 9 – EMPLOYEE REPRESENTATION MATTERS

75. Notice-board and availability of Agreement

- 75.1** The Employer shall provide a notice-board upon which staff notices may be posted. Notice board in this clause includes reference to electronic noticeboard utilised by the Employer.
- 75.2** A copy of this Agreement and the policies to which it refers, and any agreement made in relation to it shall be posted on the Employer's Intranet and kept in an easily accessible place and be available for inspection at any time by Employees subject to it.

76. Employee Representatives

- 76.1** Employees are entitled to be represented by their nominated representative in relation to matters arising under this Agreement.
- 76.2** Nominated Employee Representatives are entitled to:
- a) post or distribute written or electronic material in the workplace relating to matters arising under this Agreement; and
 - b) reasonable time off from normal duties to enable them to properly carry out representative functions, including representing staff and participating in consultation or bargaining activities and leave to attend meetings. This may include representation at the Australian Council of Trade Unions triennial conference. Such time off will not unduly affect the Employer's operational requirements.
- 76.3** Nominated Employee Representatives are entitled to reasonable time and access to electronic communication devices to facilitate communication between Employees and their nominated representative (provided such communication does not unduly affect the Employer's operational requirements).

PART 10 - ADDITIONAL MATTERS

77. Facilities and equipment

- 77.1** The Employer will provide Employees with all necessary instruments, equipment, tools, stationery and furniture for carrying out their work, except as otherwise agreed between the parties to this Agreement.

78. Stand-by (recall) allowance

- 78.1** 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.
- 78.2** The Employer will, in consultation with the Employee, establish a roster for stand-by duty.
- 78.3** The Employee may refuse to be on stand-by 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 workplace;
 - d) the notice (if any) given by the Employer of the stand-by and by the Employee of his or her intention to refuse it; and
 - e) any other relevant matter.
- 78.4** 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) 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 65 of this Agreement; and
 - d) must be fit for duty.
- 78.5** The Employer must pay the following allowance for stand-by duty:

Commencement Date	Night Period	Day/Night Period (weekend and public holidays)
1 August 2017	\$31.82	\$64.16
1 June 2018	\$32.46	\$65.44
1 June 2019	\$33.11	\$66.75
1 June 2020	\$33.77	\$68.08

- a) 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.

- b) All work after the initial limited response to a telephone call or email will be remunerated with overtime payment or time off in lieu in accordance with Clauses 34 to 36.
- c) An Employee who is required to return to their usual place or places of work is also entitled to overtime payment or time off in lieu in accordance with Clause 34 to 36.

78.6 The stand-by allowance does not apply where stand-by is incorporated into total remuneration or is otherwise compensated.

79. Supported Wage System

This clause defines the conditions 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:

79.1 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 a Disability Support Pension.
- b) The clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.
- c) The clause also does not apply to employers 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 the 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 section 10 or 12 of the *Disability Services Act 1986* (Cth), or if a part only has received recognition, that part.

79.2 Supported wage rates

- a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (12.4.4.)	Prescribed Agreement rate
%	%
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80

90	90
----	----

(Provided that the minimum amount payable shall be not less than the amount determined by the FWC).

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

79.3 Assessment of capacity

- a) For the purpose of establishing the 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 and documented in an Assessment Instrument, by either:
 - i. the Employer and an employee organisation that is a party to the Agreement, in consultation with the Employee or, if desired by any of these; or
 - ii. the Employer and an Accredited Assessor from a panel agreed by the parties to the Agreement and the Employee.

79.4 Lodgement of Assessment Instrument

- a) All Assessment Instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, shall be lodged by the Employer with the Registrar of the FWC.
- b) All Assessment Instruments shall be agreed and signed by the parties to the assessment, provided that where an employee organisation which is a party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

79.5 Review of assessment

- a) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

79.6 Other terms and conditions of employment

- a) Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

79.7 Workplace adjustment

- a) An employer wishing to employ a person under the provisions of this clause shall 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 workers in the area.

79.8 Trial period

- a) In order for an adequate assessment of the person's capacity to be made, an 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 capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- c) The amount payable to the Employee during the trial period shall be at a rate no less than the minimum rate determined by the FWC.
- 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 79.4.

SIGNED for and on behalf of the Victorian
Health Promotion Foundation this 11th
day of March ~~2021~~ 2022

In the presence of:



Witness



Alessandro R Demaio
Chief Executive Officer
(VicHealth) Victorian Health Promotion
Foundation
355 Spencer Street, West Melbourne VIC 3003
(PO Box 154, Carlton South, Vic 3053)

SIGNED for and on behalf of the
Community and Public Sector Union (CPSU) this
22 day of March ~~2021~~ 2022
(as a representative of the Employees covered
by the Agreement)



Witness **Jake Carns**
Industrial Organiser

CPSU, the Community and Public Sector Union
SPSF Group, Victorian Branch
PO Box 24233
Melbourne Vic 3001



Karen Batt
Victorian Branch Secretary
CPSU, the Community and Public Sector Union
SPSF Group, Victorian Branch
PO Box 24233
Melbourne Vic 3001

SCHEDULE 1A – VICHEALTH ENTERPRISE AGREEMENT SALARY SCALE

		1-Nov-21	1-Nov-22	1-Nov-23	1-Nov-24
Grade A	1	\$51,553	\$52,584	\$53,636	\$54,709
	2	\$53,487	\$54,557	\$55,648	\$56,761
	3	\$55,492	\$56,602	\$57,734	\$58,889
	4	\$57,574	\$58,725	\$59,900	\$61,098
	5	\$59,732	\$60,927	\$62,146	\$63,389
	6	\$61,973	\$63,212	\$64,476	\$65,766
Grade B	1	\$61,974	\$63,213	\$64,477	\$65,767
	2	\$64,298	\$65,584	\$66,896	\$68,234
	3	\$66,709	\$68,043	\$69,404	\$70,792
	4	\$69,210	\$70,594	\$72,006	\$73,446
	5	\$71,806	\$73,242	\$74,707	\$76,201
	6	\$74,499	\$75,989	\$77,509	\$79,059
Grade C	1	\$74,500	\$75,990	\$77,510	\$79,060
	2	\$77,294	\$78,840	\$80,417	\$82,025
	3	\$80,192	\$81,796	\$83,432	\$85,101
	4	\$83,199	\$84,863	\$86,560	\$88,291
	5	\$86,321	\$88,047	\$89,808	\$91,604
	6	\$89,557	\$91,348	\$93,175	\$95,039
Grade D	1	\$89,558	\$91,349	\$93,176	\$95,040
	2	\$92,916	\$94,774	\$96,669	\$98,602
	3	\$96,400	\$98,328	\$100,295	\$102,301
	4	\$100,016	\$102,016	\$104,056	\$106,137
	5	\$103,767	\$105,842	\$107,959	\$110,118
	6	\$107,658	\$109,811	\$112,007	\$114,247
	7	\$111,416	\$113,644	\$115,917	\$118,235
Grade E	1	\$124,444	\$126,933	\$129,472	\$132,061
	2	\$129,112	\$131,694	\$134,328	\$137,015
	3	\$133,954	\$136,633	\$139,366	\$142,153
	4	\$138,976	\$141,756	\$144,591	\$147,483
	5	\$144,188	\$147,072	\$150,013	\$153,013
	6	\$149,594	\$152,586	\$155,638	\$158,751
Grade F	1	\$160,762	\$163,977	\$167,257	\$170,602
	2	\$166,790	\$170,126	\$173,529	\$177,000
	3	\$173,045	\$176,506	\$180,036	\$183,637
	4	\$179,534	\$183,125	\$186,788	\$190,524
	5	\$186,267	\$189,992	\$193,792	\$197,668
	6	\$193,251	\$197,116	\$201,058	\$205,079

SCHEDULE 1B – VICHEALTH ENTERPRISE AGREEMENT LEGACY SALARY SCALE

		1-Nov-21	1-Nov-22	1-Nov-23	1-Nov-24
Grade A	1	\$52,842	\$53,899	\$54,977	\$56,077
	2	\$54,990	\$56,090	\$57,212	\$58,356
	3	\$57,140	\$58,283	\$59,449	\$60,638
	4	\$59,288	\$60,474	\$61,683	\$62,917
	5	\$61,436	\$62,665	\$63,918	\$65,196
	6	\$63,584	\$64,856	\$66,153	\$67,476
Grade B	1	\$64,409	\$65,697	\$67,011	\$68,351
	2	\$67,032	\$68,373	\$69,740	\$71,135
	3	\$69,655	\$71,048	\$72,469	\$73,918
	4	\$72,276	\$73,722	\$75,196	\$76,700
	5	\$74,898	\$76,396	\$77,924	\$79,482
	6	\$77,522	\$79,072	\$80,653	\$82,266
Grade C	1	\$79,896	\$81,494	\$83,124	\$84,786
	2	\$83,120	\$84,782	\$86,478	\$88,208
	3	\$86,342	\$88,069	\$89,830	\$91,627
	4	\$89,566	\$91,357	\$93,184	\$95,048
	5	\$92,788	\$94,644	\$96,537	\$98,468
	6	\$95,667	\$97,580	\$99,532	\$101,523
Grade D	1	\$91,590	\$93,422	\$95,290	\$97,196
	2	\$95,700	\$97,614	\$99,566	\$101,557
	3	\$98,984	\$100,964	\$102,983	\$105,043
	4	\$102,681	\$104,735	\$106,830	\$108,967
	5	\$106,377	\$108,505	\$110,675	\$112,889
	6	\$110,074	\$112,275	\$114,521	\$116,811
	7	\$111,695	\$113,929	\$116,208	\$118,532
Grade E	1	\$127,555	\$130,106	\$132,708	\$135,362
	2	\$134,635	\$137,328	\$140,075	\$142,877
	3	\$141,713	\$144,547	\$147,438	\$150,387
	4	\$148,791	\$151,767	\$154,802	\$157,898
	5	\$155,869	\$158,986	\$162,166	\$165,409
	6	\$162,948	\$166,207	\$169,531	\$172,922
Grade F	1	\$171,233	\$174,658	\$178,151	\$181,714
	2	\$180,743	\$184,358	\$188,045	\$191,806
	3	\$190,256	\$194,061	\$197,942	\$201,901
	4	\$199,766	\$203,761	\$207,836	\$211,993
	5	\$209,279	\$213,465	\$217,734	\$222,089
	6	\$218,791	\$223,167	\$227,630	\$232,183

SCHEDULE 2 – CLASSIFICATION STRUCTURE AND DESCRIPTORS

1. Introduction

- 1.1** Work level descriptors can provide a clear overview of the types of responsibilities that fall within VicHealth's various bands. They are a classification and benchmarking tool for determining which remuneration band an employee belongs to, depending on his or her skills, experience and qualifications.
- 1.2** The adoption of work level descriptors can assist in classifying positions in a less time consuming manner than full job evaluation scoring, and is an approach that does not exclusively rely on the application of the methodology.

2. Application

- 2.1** Work level descriptors are a classification tool which highlight key characteristics for grades / levels and provide a description of work required for classification and benchmarking purposes. The descriptors are designed to assist with determining the appropriate classification level of any position and eliminating the requirement to evaluate a role each time it needs to be assigned to the classification structure.
- 2.2** This section provides information about how to allocate roles to a particular level, and some tips and hints to note when classifying positions.

3. Role allocation guidelines

- 3.1** After collecting and reading all information relevant to the role that is being classified, the descriptors on the following pages will assist in placing the position in the appropriate grade. Descriptors are provided for each level together with examples of the typical types of positions that fall into each grade.
- 3.2** Please note the following points:
 - a) The descriptors describe the general responsibilities and scope of positions within each grade. It would not be reasonable or appropriate to consider that any single position in a given grade would demonstrate every work, competency or technical requirement.
 - b) Descriptors are designed to be referenced for all roles, across all functions. Accordingly, the descriptors contain some material which will be relevant only for certain types of roles.
 - c) Descriptors should be considered a tool to assist the role allocation process. These descriptors attempt to capture the nature and scope of work in each grade. Each descriptor should be read in its entirety when used to allocate positions. The inclusion or exclusion of particular words or phrases should not be given separate undue emphasis when classifying positions. No single example of work or the size of the division necessarily determines the appropriate grade for a position.
 - d) Broad references to size and complexity (e.g. significant, small) have been used in some cases to facilitate an appreciation of the different size and complexity of the operations and tasks of some positions. Considerable care needs to be

exercised in applying these references, as there will be many instances where other features of work affect the position.

- e) A useful quality check for the classification of a position is to compare the proposed level to those for a sample of benchmark positions. A position that is correctly classified should be considered “bigger” than all positions at a lower level, and similar to most positions at the same level.
- f) The Mercer CED Job Evaluation system can be used as a secondary check, or if there is a particularly difficult position to classify.

3.3 To ensure rigour in the classification process, Mercer recommends roles be classified by a panel with input from line management and HR.

3.4 When classifying positions, it is important to consider the following tips and hints:

- a) Remove the staff member’s performance from all consideration. It is important to classify the job, not the person currently in the job.
- b) Classify the job assuming it is performed 100% competently.
- c) Always begin by reading at the lowest level and then move on if all aspects of the definition are covered by the position.
- d) Once you feel you have found the appropriate level, then read the next level to check.
- e) If the job does not fall easily into one level, compare with other positions that are classified at each level under consideration to see where it fits best. Choose the level that the position fits best overall.
- f) Do not classify a position at a higher level because of supply and demand pressures in the market.

4. Work level descriptors

4.1 Grade A

Grade Profile
<p>Positions at this level are typically administrative and functional support roles requiring knowledge of the subject matter, organisational processes and appropriate technical skills. Positions at this level provide a defined service to VicHealth. Roles are typically administrative, support, or para-professional roles that undertake work according to specification, guidelines or instruction.</p>
Work Level Features
<ul style="list-style-type: none">▪ Positions at this level require secondary school education, vocational training and several years of work experience.▪ Positions are typically operational and administrative in nature, requiring the application of skills, experience and knowledge of technology and work practices.▪ Knowing what to do and how to do it with limited instruction and guidance is expected for most tasks undertaken at this level.▪ At this level, breadth of expertise is applied to performance of a group of integrated tasks within a single activity or activities. This requires the understanding of proceeding and succeeding work activities.▪ The work is task focused – the position would typically undertake a narrow range of integrated tasks with common objectives. A common theme typically applies to the problems, processes and the way work is delivered at this level. A typical sequence of events may include gathering information, assessing content and presenting written information.▪ Positions require the application of sound communication skills to interpret needs and convey factual information either outside the immediate work area or with external contacts. Some positions may be required to provide information and advice to members of the public which require basic explanation.▪ There may be some degree of limited autonomy for tasks that are performed in accordance with established procedures.▪ Positions perform day to day tasks with a degree of independence and responsibility.▪ The solution of problems may require the exercising of limited judgement, though guidance would be available via precedents, guidelines, procedures and regulations which must be applied and interpreted in order to complete the work.▪ Where positions are expected to exercise judgement it is regarding the tasks within their area of control, particularly to ensure that timeliness and quality standards are met.▪ Positions at this level are typically challenged by regular deadlines, volume of work, competing expectations of others and ensuring accuracy of completed work.▪ Positions have some scope to consider alternative ways of achieving the desired objective but a clear definition of the required outcomes still exists.▪ The position may contribute ideas and suggestions to others in terms of how a service is to be provided, rather than actively participating in the decision making process.
Knowledge, Skill and Experience Requirements
<ul style="list-style-type: none">▪ Administrative positions require knowledge gained through secondary education combined with several years of relevant work experience and vocational training.▪ Knowledge of legislation, regulations, policies and processes relevant to the job.▪ Competence in work organisation and knowledge of operational standards.

- Sound written and communication skills.
- Capability to identify areas of improvement within the work area.

4.2 Characteristics of positions in the next band:

4.3 Positions classified at the next Grade (B):

- a) Typically require a Diploma, vocational training and/or extensive work experience.
- b) Required to choose between methods, techniques or processes for completing their work within established procedures, precedents and guidelines.
- c) Balance priorities and modify processes when required may supervise staff classified in Grade A.

4.4 Grade B

Grade Profile
Positions at this level are typically experienced administrative and para-professional positions with skills required to perform a number of tasks effectively (e.g. range of tasks involved in administration/processing-type roles) which require specific subject matter knowledge restricted to a department.
Work Level Features
<ul style="list-style-type: none"> ▪ Roles are typically operational and administrative and require an understanding of technology and work practices. ▪ Generally perform a group of tasks often following a sequence of events (e.g. gathering information, assessing content and processing forms). ▪ May involve the application of specific subject matter knowledge to the work undertaken ▪ May require high levels of accuracy and precision. ▪ The position holder might be required to provide technical and procedural assistance to others. ▪ Work at this level will likely require the collection and collation of simple readily retrievable information related to workflow and draft routine correspondence. ▪ The ability to provide information and advice to internal and external stakeholders consistent with organisational policies and guidelines is required. ▪ Typically perform tasks in accordance with established procedures and applying basic principles. The number of tasks to be done may be numerous and defined procedures may be extensive. ▪ May be involved in contributing ideas and suggestions which may assist others in making decisions concerning the nature and quality of work undertaken, rather than actively participating in the decision making process. ▪ Typically, work choices are clear and there is scope for exercising initiative in the application of established work practices and procedures. ▪ Procedures are established; however, there is discretion in work organisation and achieving results within time constraints. ▪ An administrative leadership position holder may enhance or redefine operational practice within policy or regulatory guidelines, and may be called upon to resolve more complex operational problems without reference to higher levels.

<ul style="list-style-type: none"> ▪ Accountability is taken for decisions with limited consequences, but for more important issues accountability would be shared with a more senior role.
Knowledge, Skill and Experience Requirements
<ul style="list-style-type: none"> ▪ A position holder with an administrative or commercial focus requires the skills normally associated with an advanced certificate or diploma combined with relevant work experience. ▪ At the higher level, an incumbent would typically have relevant subject matter knowledge. ▪ For keyboard positions, advanced keyboard skills is required with another advanced operating skill. ▪ Competence in work organisation and knowledge of operational standards. ▪ Knowledge of legislation, regulations, policies and processes relevant to the job. ▪ Sound written and communication skills.

4.5 Characteristics of positions in the next band:

4.6 Positions classified at the next Grade (C):

- a) Typically require an advanced Diploma together with extensive vocational training/work experience.
- b) Required to discriminate between a variety of methods, techniques or processes for completing their work.
- c) Typically highly influential in respect to how the work undertaken by the role should be delivered, evaluated or improved.

4.7 Grade C

Grade Profile
<p>This level comprises base level professional or senior administrative roles that require the application of specialist training or significant work experience and/or vocational training. Positions require skills to perform a number of tasks effectively.</p>
Work Level Features
<ul style="list-style-type: none"> ▪ Positions are required to call on the application of industry standards, education and training, through a regular sequence involving analysis, investigation and diagnosis. ▪ At this level, positions do not only exchange information, but positions communicate with, for example, team members in other areas, management and/or industry participants to discuss technical/administrative issues, reach agreement on schedules, or influence to gain cooperation or participation in an activity. ▪ Positions have objectives, procedures and industry standards which are clearly defined, however a range of varied techniques or processes are available to perform the work and adapt to particular situations. ▪ Positions may provide information and advice to members of public that are consistent with organisational policies and guidelines. ▪ Position holders have some independence in the completion of tasks within established priorities and may use a few well-defined methods, techniques or processes in completing tasks (i.e. prioritisation of their own work load). ▪ Positions are generally not closely supervised but guidance is available if required. ▪ In some positions work can be more challenging – for example, there may be a need to meet stakeholder expectations, and balance complex and competing priorities, requiring judgement, time management, insight and initiative.

- The need to demonstrate initiative and widely seek information to resolve more complex issues is part of this level of work.
- A professional position holder at this level is expected to provide sound advice and recommendations – though well-defined policy and practice covers most issues.
- The general quality of the advice is monitored by others and there are typically several other equally sound sources of advice within the organisation.

Knowledge, Skill and Experience Requirements

- Positions at this level require the capability to apply advanced technical, clerical, administrative or secretarial skills gained through an advanced Certificate, Diploma, vocational training or extensive work experience.
- Alternatively, positions at this level may be new graduates with limited work experience (i.e. typically less than one year).
- Incumbents at this level in program areas may have relevant community sector experience and/or post graduate qualifications.

4.8 Characteristics of positions in the next band:

4.9 Positions classified at the next Grade (D):

- Typically require a degree or equivalent qualification with at least 3 years of relevant work experience.
- Required to resolve problems where the range of options may be imprecise or where accepted practices or procedures occasionally do not cover the situation faced.
- Provide sound advice and recommendations to others in relation to the evaluation, analysis and resolution of specific issues and subjects.

4.10 Grade D

Grade Profile

Positions at this level are typically professional positions. The advice provided is used by others to assist in their decision making. Problem resolution may be a frequent requirement. Work demands detailed analysis of alternative courses of action and their implications, addressing difficulties/problems in the work environment. Positions may manage a team of clerical/administrative staff.

All positions at this level are capable of reviewing work, **supervising**, instructing or assigning work to professional, technical or administrative staff. Incumbents at this level are held accountable for the advice, integrity and quality of outputs provided to one activity or sub-discipline within established priorities.

Work Level Features

- Position holders are considered competent professionals who are able to operate individually or as a member of a project team with the capacity to apply general principles of logical, scientific thinking and research methods.
- Positions have objectives, procedures and operating standards which are clearly defined, however a range of varied techniques or processes is available to perform the work.
- Positions are more concerned with the convincing and influencing of others in the pursuit or achievement of objectives, rather than just asking for cooperation, particularly across government.

- Positions are expected to recommend and implement changes which improve the efficiency or effectiveness of processes and work practices.
- Positions are challenged by changing client requirements, statutory requirements, market needs or technological demands.
- Positions may have an active leadership role in assessing client or organisational service requirements and is closely involved in designing and implementing systems and procedures to meet those needs.
- Positions may be required to represent VicHealth at industry forums.
- Positions manage the integration of tasks within a specialised area.
- Positions may manage a team of clerical/administrative staff and, at this level, positions should be capable of instructing or allocating work and reviewing the quality of work undertaken by these roles.
- Positions understand, analyse and interpret policies.
- Positions may develop strategies and plans for approval by senior management.
- Positions may be characterised by regular problem resolution. In most work situations, this means considering many influences. Problem resolution is structured by established management systems or industry standards and existing organisational/professional knowledge and experience. Innovative thinking is essential at this level.
- Positions are advisory in focus and provide advice that influences decisions made by others who have knowledge of the general discipline.

Knowledge, Skill and Experience Requirements

- Positions typically require the capability to apply skills and knowledge to instruct other staff, document procedures, conduct basic technical investigations, or organise the work of other staff and teach others in operational aspects.
- Formal educational standards equivalent to a Degree plus relevant work experience or substantial experience and training combined with a relevant post graduate qualification is required.
- Technical, problem-solving and analytical ability.
- Positions require an understanding of government operations and the drivers of social and community change.
- Positions are expected to exercise judgment in order to influence government policy.
- Incumbents will have knowledge of research methods in order to make judgments in relation to evidence-led research.

4.11 Characteristics of positions in the next band:

4.12 Positions classified at the next Grade (E):

- a) typically managerial, professional or technical roles that require a degree plus significant relevant work experience.
- b) required to solve complex problems using existing organisational or professional knowledge and experience.
- c) considered organisational/unit specialists and provide sound advice to others who may have more generalist knowledge.

4.13 Grade E

Grade Profile
<p>Positions at Grade E are typically filled by experienced professionals who specialise in a sub-discipline. They are individually accountable for the integrity and quality of work and advice they provide and are responsible for the development or modification of operational policies, practices and standards.</p> <p>Positions are involved in the development of long term multi-faceted plans and/or programs</p>
Work Level Features
<ul style="list-style-type: none"> ▪ The position holder generally manages an area requiring specialist experience in a particular discipline and provides expert advice in the particular subject matter. ▪ Work performed at this level may range from a focus on one sub-discipline, or activity to managing several related activities within a function . ▪ At this level, roles are expected to design and deliver programs that are multi-layered and have long term strategic implications and have state-wide influence. ▪ Positions may need to co-ordinate with a range of stakeholders, and the work could be broad and diverse, i.e. covering various topics/issues that have long term strategic implications with varying disciplines, practices or processes. These activities may need to be coordinated with other activities. ▪ Well-developed interpersonal and communication skills are required at this level to perform managerial tasks such as to conduct performance plans, motivate, encourage and support team members and to provide regular and timely feedback on performance. ▪ Positions may require the development or modification of operational methods or standards. They are constrained in making changes to their immediate work environment by subject matter, precedent or methodology without management approval. ▪ An innovative approach to problem solving. Problem solving is a frequent requirement that requires the identification and development of ideas, the detailed analysis of alternative courses of action and their implication, addressing problems in the work environment and devising action plans. ▪ Positions at this level have a broad degree of autonomy and executives will need to be consulted on more complex and risk related issues. ▪ The position holder specialises in a sub-discipline and is relied upon to provide in the particular field to a variety of stakeholders, including management. The provision of advice concerns significant issues or matters with broader and long term implications. ▪ Consideration of the impact on the bottom line when implementing business and team objectives, operational and asset strategies is required. ▪ The position holder is a recognised specialist within a particular area and has a focus on management and business issues or the position holder is the recognised expert in relation to policy, precedent, best practice, standards or resolution of problems. ▪ Positions at this level will advise executive management, Board and government on specific program issues and implications. ▪ The position holder may manage an agreed budget for which they are fully or partially accountable. ▪ At this level, positions will attend Board Committees related to their own area of expertise. ▪ Positions at this level will deputise for the executive manager during periods of absence.

Knowledge, Skill and Experience Requirements
<ul style="list-style-type: none"> ▪ Formal qualifications in a relevant discipline and, in some cases, post graduate qualifications. ▪ May be considered a knowledge expert in a particular sub-discipline. ▪ High level people management skills, including interpersonal, communication, motivation, negotiation and leadership skills.

4.14 Characteristics of positions in the next band:

4.15 Positions classified at the next band (F):

- Typically high level managerial or professional roles with many years of experience or requiring postgraduate/second degrees.
- Required to develop/modify operational methods, policies, practices and standards may be the reference point for others in relation to policy, precedent, best practice, standards or resolution of problems.
- Provide expert advice or counsel within an established body of knowledge in the area.

4.16 Grade F

Grade Profile
Positions at grade F are typically held by senior professionals or executive management . People in these positions will have staff management responsibilities and/or are highly specialised in a particular discipline and require substantial experience and professional credibility. Professional/technical position holders operate across the full range of recognised disciplines as specialists.
Work Level Features
<ul style="list-style-type: none"> ▪ Management, Technical, or Professional and/or Policy Advice are the primary emphasis of positions at this level. ▪ Positions at this level provide leadership at a professional or across a significant business function and may likely manage a large or multidisciplinary function. ▪ Leadership and ability to motivate others to cooperate in resolving conflicts over priorities, use of resources and/or management decisions are critical in positions at this level. ▪ Resolving a range of system, standards and budget parameter problems through to new and frequently arising problems are common at this level. ▪ Problem solving involves detailed analysis of a variety of alternatives, implications, work environment and devising action plans and advancing new approaches. ▪ Strategic advice provided at this level is fundamental to VicHealth. ▪ Strategic advice would affect the efficiency of major programs and would have organisation wide implications. ▪ Position holders are held accountable within the organisation for the strategic advice provided and participate greatly in the decision making process with respect to how the advice should be provided or used. ▪ At this level, positions are expected to attend and actively contribute at Board Meetings. ▪ Positions at this level may deputise for the CEO during periods of absence.

Knowledge, Skill and Experience Requirements
<ul style="list-style-type: none">▪ Formal qualifications in a relevant discipline and post graduate qualifications and substantial specialised knowledge/work experience in a recognised discipline are required.▪ Highly advanced people management skills, including interpersonal, communication, motivation negotiation and leadership skills and sound business acumen.▪ Ability to understand the nature of VicHealth and how to position VicHealth to meet major challenges which may include at the highest level of government.

SCHEDULE 3 – VICHEALTH CONSULTATIVE FORUM TERMS OF REFERENCE AND CLASSIFICATION REVIEW WORKING GROUP

1. Purpose and group makeup

- 1.1** The purpose of the Consultative Forum is to facilitate active collaboration and consultation between VicHealth management, Employees and the Union, including negotiating and reviewing implementation of the Agreement and associated policies (which do not form part of this Agreement).
- 1.2** The Forum's membership will comprise the CEO, Executive Lead, P&C, the VicHealth workplace delegates and a CPSU organiser.
- 1.3** Membership is not available to site consultants or secondment employees. However, consultants or secondment employees are welcome to raise issues with the Forum.
- 1.4** The Forum will operate for both the duration of the negotiation and the life of the Agreement. Staff representatives will remain members of the Forum until staff representatives are nominated to commence the renegotiation of the agreement.

2. Meeting Frequency

- 2.1** During each negotiation period, the Forum will meet at least fortnightly to negotiate a new enterprise agreement.
- 2.2** During the life of the Agreement, prior to the commencement of the re-negotiation period, the Forum will meet on a quarterly basis and as required to advise the Executive Management Group on updating all relevant Human Resources policies (which do not form part of this Agreement) and to review implementation of the Agreement.
- 2.3** The Forum may meet on an extraordinary basis if required to discuss and resolve special issues or problems related to the implementation of the Agreement.

3. Other parties' attendance at Forum Meetings

- 3.1** VicHealth staff (and/or other advisors) may be invited to attend to provide specific information or bring specific expertise. The Union may also invite other industrial staff, on an "as needs" basis, to assist in the work of the Forum.
- 3.2** During the negotiation period and at other times as agreed an external person may be employed to act as a facilitator. The facilitator will assist with, and advise on, all aspects of the development of each enterprise agreement. The facilitator will assist both the management and staff to develop the enterprise agreement and to assist them to reach agreement on any areas of difference. The facilitator will assist with research, drafting and advocacy for the enterprise agreement.

4. Meeting Agenda and Minutes

- 4.1** Agendas of meetings outlining time, duration and agenda items will be emailed to all staff at least three working days and one weekend in advance of each meeting.
- 4.2** Minutes from meetings will be emailed to all staff no later than one week of the meeting.

5. Classification Review Working Group

- 5.1** A Classification Review Working Group will be formed to review the classification structure and work descriptors during the life of this Agreement.

- 5.2** The Working Group will consist of representatives from
- a) VicHealth Management;
 - b) VicHealth Employees; and
 - c) the CPSU.
- 5.3** To assist in the conduct of the review an independent advisor with appropriate experience in public sector classification structures and work value may be engaged to provide guidance to the Working Group.
- 5.4** The objective of the review is to develop an appropriate classification structure for the Employer and the Employees.
- 5.5** Options if implemented, will be consistent with the Public Sector Workplace Relations Policy.
- 5.6** The parties commit to seeking to complete the review within the first 24 months of the operation of this Agreement with agreed amendments to the classification structure being implemented in the next enterprise agreement.