



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Institute of Teaching**  
(AG2018/58)

## THE VICTORIAN INSTITUTE OF TEACHING ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER SAUNDERS

NEWCASTLE, 5 APRIL 2018

*Application for approval of the Victorian Institute of Teaching Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Institute of Teaching Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Victorian Institute of Teaching. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 April 2018. The nominal expiry date of the Agreement is 31 March 2021.



COMMISSIONER

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Annexure A

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2018/58**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Peter Corcoran, Chief Executive Officer for the Victorian Institute of Teaching, give the following undertakings with respect to the *Victorian Institute of Teaching Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by the Victorian Institute of Teaching to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 15.4.1 of the Agreement is to be replaced as follows:  

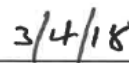
**15.4 Abandonment of employment**  
**15.4.1** If an Employee is absent for more than 20 working days:  
(a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and  
(b) without the permission of the Employer; and  
(c) without contacting the Employer to provide an explanation for the absence;  
(d) the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.  
**15.4.2** Notwithstanding the above, if an Employee's employment is terminated at the Employer's initiative, the Employer will provide notice of termination in accordance with the NES.
3. Clause 34.6.4 to be replaced as follows:  

**34.6.4** Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked, paid at the overtime rate applicable to the overtime when worked.
4. Clause 34.8.2 is to be replaced as follows:  

**34.8.2** Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in clause 33, will be compensated at the Employee's ordinary rate. A part-time Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in clause 34.5 above and as per the conditions in clause 34.6.
5. The Employer will not engage shiftworkers during the operation of the Agreement.
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

### **1. AGREEMENT TITLE**

This Agreement will be known as the *Victorian Institute of Teaching Enterprise Agreement 2016*.

### **2. ARRANGEMENT**

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### **3. DEFINITIONS**

#### **3.1 In this document, unless otherwise provided:**

- 3.1.1** "Agreement" means the *Victorian Institute of Teaching Enterprise Agreement 2016*;
- 3.1.2** "Accredited" Representative of the Union" means an officer or Employee of the CPSU or a workplace delegate accredited by an authorised officer of the CPSU;
- 3.1.3** "Commission" means the Fair Work Commission;
- 3.1.4** "CPSU" or "Union" means CPSU, the Community and Public Sector Union;
- 3.1.5** "Employee" means an employee of the Victorian Institute of Teaching employed under the *Education and Training Reform Act 2006* (Vic) and who is covered by the classifications contained in this Agreement;
- 3.1.6** "Employer" means the Victorian Institute of Teaching or any successor in law;
- 3.1.7** "National Employments Standards" has the meaning given in the FW Act;
- 3.1.8** "Party" means The Victorian Institute of Teaching, the CPSU and the Employees;
- 3.1.9** "Public Holiday" means a day that is a public holiday pursuant to [clause 44](#);
- 3.1.10** "Salary" means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of his or her duty; provided that Salary does not include any payment for overtime, standby, travelling allowance, incidental expenses or any payment of a temporary character;
- 3.1.11** "FWC" means the Fair Work Commission;
- 3.1.12** "FW Act" means the *Fair Work Act 2009* (Cth) as at the date this Agreement was approved by the Commission.

### **4. COMMENCEMENT OF THE AGREEMENT**

- 4.1** This Agreement is comprised of the terms of the *Victorian Institute of Teaching Enterprise Agreement 2016* as by order of the Commission under the FW Act.
- 4.2** This Agreement shall commence on the date of operation, 7 days from the date on which the Commission approves the Agreement and the Agreement will have a nominal expiry date of 31 March 2021.
- 4.3** Employees to whom this Agreement applies shall receive salary increases, payments and increases to allowances as follows:
  - 4.3.1** salary increases as provided for in [clause 25](#), with the first increase payable with effect from 31 March 2017 ; and
  - 4.3.2** increases to allowances provided for in [clause 30](#), with the first increase payable with effect 31 March 2017.
- 4.4** The parties commit to meeting in September 2020 to determine a negotiation schedule for the next agreement and it is agreed that bargaining will have commenced 6 months before the nominal expiry date of this Agreement.
- 4.5** The parties agree to use their best endeavours to achieve an operative date of 1 April 2021 for the commencement of the next agreement.

### **5. APPLICATION OF AGREEMENT AND PARTIES COVERED**

- 5.1** This Agreement is made under the FW Act.
- 5.2** This Agreement applies to and is binding on:
  - 5.2.1** all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
  - 5.2.2** the Victorian Institute of Teaching; and
  - 5.2.3** the CPSU.

- 5.3** Where a new employer becomes the successor, transmittee or assignee of the whole or a part of the business of the Employer, the new employer is covered by this Agreement to the extent that it relates to the whole or part of the business.

## **6. NO FURTHER CLAIMS**

- 6.1** This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to an agreement for the nominal life of this Agreement.
- 6.2** The Employees, the Employer and the CPSU agree that they will not for the period from the date of approval until 1 April 2021 make claims for the making of a further agreement whether in relation to matters dealt with in this Agreement or otherwise.

## **7. SAVINGS PROVISIONS, OTHER AWARDS AND AGREEMENTS**

- 7.1** This Agreement operates to the exclusion of all previous awards and orders of the Commission and replaces all previous certified agreements in respect of the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous certified agreement will not be affected by the making of this Agreement.
- 7.2** The FW Act sets out minimum standards of employment in the National Employment Standards ("NES"). Where this Agreement has provisions which are contemplated by the NES, and the minimum entitlements in the NES as set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in the Agreement will otherwise prevail.

## **8. ANTI-DISCRIMINATION**

- 8.1** The Victorian Institute of Teaching agrees to take all practical measures to achieve the principal object in section 3(e) of the *FW Act* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of the attributes described in both Federal and State Anti-Discrimination legislation.
- 8.2** Accordingly the Employer and Employees must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3** Nothing in this clause is to be taken to affect:
- 8.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 8.3.2** an Employee, Employer or registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights Commission;
  - 8.3.3** the exemptions in as continued in force under *FW Act* and any State or federal anti-discrimination legislation.

## **9. SERVICE DELIVERY PARTNERSHIP PLAN**

- 9.1** The parties acknowledge that service delivery improvements undertaken by VIT Management and Employees help to strengthen and adapt the services the VIT offers to its stakeholders.
- 9.2** The parties to this Agreement recognise the mutual commitment to the highest standards of service and excellence for the VIT as a high-impact regulator.
- 9.3** The parties to this Agreement are committed to working constructively over the life of the Agreement to identify and implement improvements to service delivery.
- 9.4** Implementation of service delivery improvements will be approached so as to reduce disputation and maximise buy-in from Employees, so far as reasonably practicable.

- 9.5** In order to facilitate **clause 9.4** the Parties to this Agreement will establish a Consultative Committee within six months of the Agreement being approved by the Commission. The roles of the Consultative Committee will be:
- 9.5.1** to monitor the application of this Agreement;
  - 9.5.2** to discuss initiatives as required, including those referenced in **clause 9.7**, to ensure VIT is able to service its stakeholders; and
  - 9.5.3** to discuss and monitor progress towards achieving the objectives outlined in this clause.
- 9.6** The Consultative Committee will comprise two VIT management representatives, up to two other employees and, and two Union representatives; and where practicable, will meet at least six times per year throughout the life of the Agreement.
- 9.7** The Consultative Committee will meet and discuss the implementation of service delivery improvements, including:
- 9.7.1** Redesigned process of Teacher Registration by adopting a ‘lifecycle’ approach to Student Registrations thereby reducing manual processing during the mid and end of year graduation periods which will significantly improve the registration experience for applicants.
  - 9.7.2** Investing in cloud-based applications, platforms and services to minimise the risk caused by “point of failure” regarding physical ICT infrastructure facilities for Production and Disaster Recovery.
  - 9.7.3** Establishing the use of third-party digital verification services for Identity Management, thereby streamlining the currently manual process of handling paper-based proof of identity documentation.
  - 9.7.4** Automating the sharing of data between Higher Education Institutions and VIT thereby simplifying Qualification validation and reducing process times for applications.
- 9.8** The Consultative Committee will also explore options such as training opportunities and identification of internal employment opportunities in order to mitigate any negative impacts or dislocation that may occur as a result of change proposals.
- 9.9** This clause is subject to other provisions of the Agreement and nothing in this clause overrides the parties' obligations under **clause 10**.



## PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 10. IMPLEMENTATION OF CHANGE

- 10.1** Where the Employer is considering a major change which is likely to have significant effect on Employees, the Employer will advise the affected Employees and the CPSU of the proposed change as soon as practicable after the proposal has received approval by the Management Group and been made.
- 10.2** For the purpose of this clause, a major change is **likely to have a significant effect on Employees** if it results in:
- 10.2.1** the termination of the employment of Employees; or
  - 10.2.2** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 10.2.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 10.2.4** the alteration of hours of work; or
  - 10.2.5** the need to retrain Employees; or
  - 10.2.6** the need to relocate Employees to another workplace; or
  - 10.2.7** the restructuring of jobs.
- 10.3** The Employer will advise the affected Employees and the CPSU of the likely effects on the Employees working conditions and responsibilities. The Employer will advise of the rationale and intended benefits of any change.
- 10.4** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.5** The Employer will regularly consult with affected Employees and the CPSU and give prompt consideration to matters raised by the Employees or the CPSU and where appropriate provide training for the Employees to assist them to integrate successfully into the new structure.
- 10.6** In accordance with this clause the affected Employees or the CPSU 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 affected Employees or the CPSU if the Employer does not accept the proposal(s).

**10.6.1** Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
Employer advises CPSU and Employees	
Employees/CPSU 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
Employees/CPSU alternative proposal (if applicable)	10 days
Employer response to any alternative proposal	10 days

- 10.7** Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with [clause 12](#) (Disputes and Grievances).

### 11. CONSULTATION ON CHANGES TO ROSTERS OR HOURS OF WORK

- 11.1** This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 11.2** The Employer must notify the relevant Employees of the proposed change.

- 11.3** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 11.4** If:
- 11.4.1** a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 11.4.2** the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 11.5** As soon as practicable after proposing to introduce the change, the employer must:
- 11.5.1** discuss with the relevant Employees the introduction of the change; and
  - 11.5.2** for the purposes of the discussion—provide to the relevant Employees:
    - (a) all relevant information about the change, including the nature of the change; and
    - (b) information about what the employer reasonably believes will be the effects of the change on the Employees; and
    - (c) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - 11.5.3** invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 11.8** The Employer must display a roster for Shift Workers in a convenient area fourteen days prior to the effective date.
- 11.9** The Employer may change the Shift Work roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.
- 11.10** A Shift Worker may request the Employer approve a change to rostered Shift Work times by giving to the Employer 48 hours' written notice of the proposed change.

## **12. RESOLUTION OF DISPUTES AND GRIEVANCES**

- 12.1** Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement (other than termination of employment) and/or the National Employment Standards must be dealt with in accordance with this clause.
- 12.2** A person covered by this Agreement may choose to be represented at any stage by a representative, including a CPSU representative or the Employer's employer association.
- 12.3** Obligations
- 12.3.1** The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
  - 12.3.2** Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with the Employer's directions and Employees' position description(s), provided that such directions or duties do not apply to an Employee who has a reasonable concern about an imminent risk to his or her 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.
  - 12.3.3** No person covered by this Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

## **12.4 Agreement and Dispute Settlement Facilitation**

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

**12.4.1** Investigating the circumstances of a dispute or an alleged breach of this Agreement;

**12.4.2** Endeavouring to resolve a dispute arising out of the operation of this Agreement and/or the National Employment Standards; or

**12.4.3** Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

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

## **12.5 Discussion of Grievance or Dispute**

**12.5.1** The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

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

## **12.6 Internal Process**

**12.6.1** If any party to the dispute or grievance who is covered by this Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process. The process must be consistent with the following principles:

(a) The rules of natural justice;

(b) Provide for mediation or conciliation of the grievance;

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

(d) Be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

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

(f) If the matter is not settled either Party may apply to the FWC to have the dispute or grievance dealt with by conciliation.

## **12.7 Disputes of a Collective Character**

**12.7.1** The Parties acknowledge that disputes of a collective character may be dealt with more expeditiously by an early reference to the FWC.

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

## **12.8 Conciliation**

**12.8.1** Where a dispute or grievance is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the Parties to agree on terms for the settlement of the dispute or grievance.

**12.8.2** This may include arranging:

(a) conferences of the Parties presided over by the member; and

(b) for the Parties to confer among themselves at conferences at which the member is not present.

**12.8.3** Conciliation before the FWC shall be regarded as completed when:

- (a) the Parties have reached agreement on the settlement of the grievance or dispute; or
- (b) the member of the FWC conducting the conciliation has, either of their own motion or after an application by either Party, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or
- (c) the Parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

## **12.9** Arbitration

**12.9.1** If the dispute or grievance has not been settled when conciliation has been completed, either Party may request that the FWC proceed to determine the dispute or grievance by arbitration.

**12.9.2** Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a Party objects to the member doing so.

**12.9.3** Subject to **sub-clause 12.9.4** below, the determination of the FWC is binding upon the persons covered by this Agreement.

**12.9.4** An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

## **12.10** General Powers and Procedures of the Commission.

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

## **13. WORKLOAD**

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

**13.2** 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.

**13.3** 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.

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

**13.5** If the Employer refuses the request for a review, the written response under **clause 13.4** must include details of the reasons for the refusal.

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

**13.7** Following the completion of the review, and if a determination is made the workload is unreasonable, the Employee or group of Employees and the Employer shall agree on any necessary adjustments required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

## **PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **14. EMPLOYMENT CATEGORIES AND ENTITLEMENTS**

#### **14.1 Basis of Employment**

**14.1.1** Employees may be employed on:

- (a) an ongoing basis;
- (b) a fixed term basis; or
- (c) a casual basis.

#### **14.2 Secure Employment**

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

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

**14.2.3** Where a Union or affected Employees identify fixed term or casual employment that is considered not to meet the criteria established in [clauses 14.7.3](#) or [14.6.1](#), the Union or affected Employees will refer the matter to the Employer. If the parties cannot resolve the matter, it will be dealt with under [clause 12](#) (Resolution of Disputes).

#### **14.3 Job Information**

**14.3.1** As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for his/her position.

**14.3.2** A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with [clause 14.7.1](#).

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

**14.3.4** The Employer will provide the Employee with a copy of this Agreement and information regarding the role of the union and/or delegate.

**14.3.5** The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about structures and policies. The Employer will ensure that the Union is provided with an opportunity to explain its role and functions within this process.

#### **14.4 Probationary Period - New Employee**

**14.4.1** The Employer may appoint a new Employee on a probationary basis.

**14.4.2** The period of probation shall be a reasonable period having regard to the nature of the position but, subject to [clause 14.4.3](#), shall be no more than 3 months.

**14.4.3** If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to his or her 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. The probationary period may also be extended by not more than 3 months if non-attendance at work limits the Employer's ability to properly assess an Employee.

**14.4.4** A Probationary Employee's employment may be terminated by the Employer during the Employee's probationary period by giving two weeks' notice or two weeks' pay in lieu of notice subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in the Fair Work Regulations 2009 (Cth)).

**14.4.5** Unless the employment is terminated earlier in accordance with [clause 14.4.4](#), at the end of the period of probation, the Employer shall confirm the Employee's appointment in writing or, in the event that the Employee's conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of two weeks' notice or two weeks' pay in lieu of notice.

**14.4.6** A person initially employed on a fixed term basis who is subsequently employed on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.

#### **14.5 Part-Time Employment**

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

**14.5.2** Part-time employment is for not less than 3 consecutive hours in any day worked except:

- (a) where the Employee works from home by agreement with the Employer; or
- (b) in exceptional circumstances with the agreement of the Employee.

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

- (a) the days in each fortnight the Employee will work;
- (b) the start and finish times on the days which the Employee will work;
- (c) the number of hours the Employee will work on each day he or she works; and
- (d) agreed processes for the variation of hours of work.

**14.5.4** Such agreed rostered hours shall be considered the Employee's ordinary hours.

#### **14.6 Casual Employment**

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

**14.6.2** In accordance with the principle set out in [clause 14.6.1](#), the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.

**14.6.3** A casual employee shall be engaged and paid by the hour.

**14.6.4** Casual employment will be for not less than 3 consecutive hours in any day worked except:

- (a) where the Employee works from home by agreement with the Employer; or
- (b) in exceptional circumstances.

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

- (a) where the Employee works from home by agreement with the Employer; or
- (b) with the agreement of the Employee.

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

#### **14.7 Fixed Term Employment**

**14.7.1** A fixed term employee is a full time or part time employee who is engaged for an agreed period for the purpose of a specific period of time or for a specified task.

**14.7.2** The Employer will not use fixed term contract positions for the purpose of undermining the job security or conditions of full-time ongoing Employees.

- 14.7.3** In accordance with the principle set out in [clause 14.7.2](#), the use of fixed term employment in all areas covered by this Agreement is limited to:
- (a) replacement of Employees proceeding on approved leave;
  - (b) meeting fluctuating client and employment needs and unexpected increased workloads;
  - (c) undertaking a specified task which is funded for a specified period;
  - (d) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
  - (e) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
  - (f) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve months.
- 14.7.4** In other than exceptional or unforeseen circumstances, fixed term appointments to a specific position shall be for a maximum of three years, subject to [clause 48](#) (Parental Leave).
- 14.7.5** Where an Employee is posted overseas the limitations on the use of fixed term employment outlined in this clause do not apply.

## **15. TERMINATION OF EMPLOYMENT**

### **15.1 Termination by Employer**

**15.1.1** The provisions of the FW Act s.117 apply, except where varied by this clause.

**15.1.2** Subject to this Agreement the Employer may only terminate the employment of an Employee for reasons of;

- (a) redundancy; or
- (b) the Employee refuses a transfer to other duties on terms and conditions of employment that are no less favourable overall to their existing terms and conditions of employment; or
- (c) the Employee is found guilty of a criminal offence punishable by imprisonment, including an offence committed before, but not dealt with until after, the Employee became an Employee; or
- (d) the Employee is found guilty of a criminal offence which has a detrimental effect in the discharge of his or her duties of the position the Employee is employed in at the time employee is found guilty of the offence.
- (e) serious misconduct; or
- (f) the Employee is inefficient or incompetent in the discharge of his or her duties; or
- (g) if the Employee has, in connection with his or her application for employment, given false or misleading information; or
- (h) for any other reason consistent with the terms and conditions of his or her employment.

### **15.2 Notice of termination by Employer**

**15.2.1** In order to terminate the employment of an Employee the Employer must give to the Employee the following notice period:

<b>Employee's period of continuous service with the Employer</b>	<b>Minimum period of notice</b>
Not more than 3 years	2 weeks
More than 3 years	4 weeks

- 15.2.2** In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to one additional weeks' notice.
- 15.2.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 15.2.4** In calculating any payment in lieu of notice, the salary an Employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 15.2.5** The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

### **15.3 Employee Resignation**

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

### **15.4 Abandonment of employment**

**15.4.1** If an Employee is absent for more than 20 working days:

- (a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- (b) without the permission of the Employer; and
- (c) without contacting the Employer to provide an explanation for the absence;
- (d) the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.

### **15.5 Statement of Employment**

**15.5.1** The Employer must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

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

### **15.6 Rights not limited**

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

## **16. COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS**

**16.1** If an Employee is required to attend a Coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court or IBAC.

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

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

**16.4** An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.



## **17. FLEXIBILITY AGREEMENTS**

- 17.1** The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 17.1.1** the agreement deals with 1 or more of the following matters:
    - (a) arrangements about when work is performed; and
    - (b) overtime rates.
  - 17.1.2** the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in [clause 17.1.1](#); and
  - 17.1.3** the arrangement is genuinely agreed to by the Employer and Employee.
- 17.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- 17.2.1** are about permitted matters under section 172 of the *FW Act*; and
  - 17.2.2** are not unlawful terms under section 194 of the *FW Act*; and
  - 17.2.3** result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 17.3** The Employer must ensure that the individual flexibility arrangement:
- 17.3.1** is in writing; and
  - 17.3.2** includes the name of the Employer and Employee; and
  - 17.3.3** is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 17.3.4** includes details of:
    - (a) the terms of the 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
  - 17.3.5** states the day on which the arrangement commences.
- 17.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 17.5** The Employer or Employee may terminate the individual flexibility arrangement:
- 17.5.1** by giving no more than 28 days written notice to the other party to the arrangement; or
  - 17.5.2** if the Employer and Employee agree in writing — at any time.

## **18. HOME BASED WORK**

Home based work arrangements may be agreed between the Employer and an Employee on a case by case basis.

## **19. REDEPLOYMENT AND REDUNDANCY**

The Victorian Government's policy in relation to public sector redeployment and redundancy is set out in the *Public Sector Workplace Relations Policies 2015*. The policy applies to the Victorian Institute of Teaching but does not form part of this Agreement.

## **20. MANAGEMENT OF UNSATISFACTORY WORK PERFORMANCE**

- 20.1** The purpose of this clause is to:
- 20.1.1** support Employees with unsatisfactory work performance to improve their performance to the required standard;
  - 20.1.2** ensure that unsatisfactory work performance is addressed expeditiously;

- 20.1.3** reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- 20.1.4** provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

## **20.2** Application

- 20.2.1** Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to unsatisfactory work performance will be consistent with this clause.
- 20.2.2** This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

## **20.3** Referred unsatisfactory work performance matters

- 20.3.1** The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with [clause 21](#). Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to [clause 21](#).

## **20.4** Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role.

## **20.5** Procedural fairness to apply

- 20.5.1** The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- 20.5.2** All parties involved in the process will commit to completing it as quickly as practicable.
- 20.5.3** Before commencing formal unsatisfactory work performance processes, the Employer must:
  - (a) tell the Employee the purpose of the meeting;
  - (b) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in [clause 20.9](#) herein;
  - (c) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
  - (d) allow the Employee the opportunity to provide details of any mitigating circumstances.
- 20.5.4** The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under [clause 20](#).

## **20.6** Employee representation

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

## **20.7** Prior to Commencing Process:

- 20.7.1** The Employer must:
  - (a) consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and
  - (b) have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Employer and Employee agree that the Employee is not capable of meeting the required level of performance the Employer may transfer the Employee to a suitable alternative position where reasonably practicable.

**20.8** Commencing the formal unsatisfactory work performance process

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

- (a) increased supervision;
- (b) changes to the Employee's performance plan;
- (c) mentoring;
- (d) training and professional development;
- (e) increased feedback; and
- (f) coaching.

**20.9** First stage – formal counselling

**20.9.1** The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:

- (a) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
- (b) outline the standard required of the Employee;
- (c) provide the Employee with an opportunity to respond within a reasonable timeframe; and
- (d) provide the Employee with an opportunity to improve within a reasonable timeframe.

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

**20.9.3** A record of the formal counselling session will be placed on the Employee's personnel file.

**20.9.4** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in [clause 20.9.1\(d\)](#), the Employer will notify the Employee that:

- (a) the formal unsatisfactory work performance process has been completed; and
- (b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage. A copy of this notification will be placed on the Employee's personnel file.

**20.10** Second stage – formal written warning

**20.10.1** The Employee will be given a formal written warning by the Employer, if:

- (a) the Employee's performance has not improved within the reasonable period following formal counselling in accordance with [clause 20.9.1\(d\)](#) and/or;
- (b) the Employee engages in further unsatisfactory work performance.

**20.10.2** The Employer must:

- (a) advise the Employee of the unsatisfactory work performance;
- (b) outline the standard required of the Employee; and
- (c) provide the Employee with an opportunity to respond within a reasonable timeframe; and
- (d) provide the Employee with an opportunity to improve within a reasonable timeframe.

**20.10.3** The formal written warning must indicate:

- (a) the standard expected of the Employee;

- (b) where and how the Employee is not meeting this standard; and
- (c) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

**20.10.4** The written warning will be placed on the Employee's personnel file.

**20.10.5** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in [clause 20.10.2\(d\)](#), the Employer will notify the Employee that:

- (a) the formal unsatisfactory work performance process has been completed; and
- (b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage. A copy of this notification will be placed on the Employee's personnel file.

## **20.11** Third stage – final warning

**20.11.1** The Employee will be given a final written warning by the Employer if:

- (a) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with [clause 20.10.2\(d\)](#); and/or
- (b) the Employee engages in further unsatisfactory work performance.

**20.11.2** The Employer must:

- (a) advise the Employee of the unsatisfactory work performance;
- (b) outline the standard required of the Employee; and
- (c) provide the Employee with an opportunity to respond within a reasonable timeframe; and
- (d) provide the Employee with an opportunity to improve within a reasonable timeframe.

**20.11.3** The formal written warning must indicate:

- (a) the standard expected of the Employee;
- (b) where and how the Employee is not meeting this standard; and
- (c) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

**20.11.4** The final written warning will be placed on the Employee's personnel file.

**20.11.5** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in [clause 20.11.2\(d\)](#), the Employer will notify the Employee that:

- (a) the formal unsatisfactory work performance process has been completed; and
- (b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage. A copy of this notification will be placed on the Employee's personnel file.

## **20.12** Determination of unsatisfactory work performance outcome

**20.12.1** In the event that the Employee's performance has not improved within the reasonable time period following the process set out in [clauses 20.9](#) and [20.10](#) and on receipt by the Employee of the final written warning in accordance with [clause 20.11](#), the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.

**20.12.2** After considering the Employee's performance and response (including any failure to respond under [clause 20.12.1](#), the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.

**20.12.3** The possible outcomes are:

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

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

## **20.13** Disputes

**20.13.1** Any dispute arising under this clause may only be dealt with in accordance with [clause 12](#) (Resolution of Disputes and Grievances) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether [clause 20.5](#) has been complied with in the Employer coming to a decision):

- (a) a record of formal counselling;
- (b) a formal written warning;
- (c) a final written warning;
- (d) a notification given to the Employee pursuant to [clauses 20.9.4](#), [20.10.5](#) or [20.11.5](#); or
- (e) a record of unsatisfactory work performance outcome.

## **21. MANAGEMENT OF MISCONDUCT**

**21.1** The purpose of this clause is to:

**21.1.1** establish procedures for managing misconduct or alleged misconduct of an Employee;

**21.1.2** provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;

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

**21.1.4** manage the Employee's performance in accordance with this [clause 21](#) instead of [clause 20](#) where the Employer determines that it would be more appropriate.

**21.2** Application

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

**21.2.2** This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

**21.3** Meaning of misconduct

**21.3.1** For the purposes of this clause, misconduct includes:

- (a) a contravention of a provision of the *Public Administration Act 2004* (Vic) , the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
- (b) improper conduct in an official capacity;
- (c) a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;
- (d) an Employee making improper use of his or her position for personal gain; or

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

**21.4** Referred matters under **clause 20** – management of unsatisfactory work Performance

- 21.4.1** Any matters that have arisen under the management of unsatisfactory work performance process in **clause 20** may be considered in the misconduct process pursuant to this **clause 21**.

**21.5** Employee representation

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

**21.6** Procedural fairness to apply

- 21.6.1** The process for managing Employee misconduct will be consistent with the principles of procedural fairness.

- 21.6.2** All parties involved in the misconduct process will commit to completing it as quickly as practicable.

- 21.6.3** Before commencing the formal processes, the Employer must:

- (a) tell the Employee the purpose of the meeting;
- (b) provide the Employee with a copy of the formal process to be followed;
- (c) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the formal process commences; and
- (d) allow the Employee the opportunity to provide details of any mitigating circumstances.

- 21.6.4** The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under **clause 21**.

**21.7** Admissions by Employee

- 21.7.1** The Employee may at any stage elect to admit the alleged misconduct.

- 21.7.2** If the Employee admits the alleged misconduct, the Employer may proceed immediately to the determination of the misconduct outcome stage pursuant to **clause 21.11**.

**21.8** Directions

- 21.8.1** Where Employee misconduct is alleged, the Employer may do any of the following:

- (a) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 21.9**; or
- (b) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **clause 21.9**; and/or
- (c) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
- (d) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
- (e) suspend the Employee with pay.

- 21.8.2** In the event that the Employer exercises rights under **clause 21.8.1(c)**, the Employer will:

- (a) review this decision no later than a date which is four weeks after the commencement of the suspension; and
- (b) confirm whether the suspension is to continue or is no longer necessary. The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 21**.

## **21.9 Investigation of alleged misconduct**

**21.9.1** As soon as practicable after an allegation of misconduct has been made and the Employer has determined in accordance with [clause 21.8.1\(a\)](#) or [clause 21.8.1\(b\)](#) that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.

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

**21.9.3** The Employer will appoint a person to conduct an investigation into the alleged misconduct.

**21.9.4** Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.

**21.9.5** The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

**21.9.6** The investigation may include:

- (a) collecting any relevant materials;
- (b) speaking with the Employee;
- (c) speaking with any relevant witnesses;
- (d) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
- (e) seeking an explanation from the Employee; and
- (f) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

**21.9.7** In relation to each allegation of misconduct, the investigator will make findings as to whether:

- (a) the allegation is substantiated; or
- (b) the allegation is not substantiated.

**21.9.8** Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

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

## **21.10 Opportunity for response by Employee**

**21.10.1** As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome.

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

## **21.11 Determination of discipline outcome**

**21.11.1** The Employer will consider:

- (a) the findings of the investigator; and
- (b) the recommended discipline outcome; and
- (c) any response of the Employee (including any admission of misconduct under [clause 21.7](#)); and
- (d) any prior disciplinary outcomes, and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

**21.11.2** The possible discipline outcomes are:

- (a) no action;
- (b) performance management;

- (c) formal counselling;
- (d) formal warning;
- (e) final warning;
- (f) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range;
- (g) transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with [clause 62](#)); or
- (h) termination of employment.

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

**21.12** Informing Employee who raised allegation of misconduct

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

**21.13** Any dispute arising under this clause may only be dealt with in accordance with [clause 12](#) (Resolution of Disputes and Grievances) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether [clause 21.6](#) has been complied with in the Employer coming to a decision):

- (a) a record of formal counselling;
- (b) a formal written warning;
- (c) a final written warning; or
- (d) a record of discipline outcome.

**21.14** Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this [clause 21](#) is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this [clause 21](#) but the Employer may exercise its discretion to do so.



## **PART 4 - SALARY AND RELATED MATTERS**

### **22. CAREER STRUCTURE:**

#### **22.1 Application**

The classification and progression arrangements in [clauses 23](#) and [24](#) of this Agreement stipulate the classification and progression arrangements for all Employees while employed by the Employer.

### **23. CLASSIFICATIONS AND SALARY**

**23.1** Positions will be classified within The Victorian Institute of Teaching Officer Grades 1 to 6 or Senior Technical Specialist Grade based on work value.

**23.1.1** Grades are divided into Value Ranges. The salary range for each Grade and the size and number of Value Ranges are detailed in [Schedule A](#).

**23.1.2** Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Grade Standard Descriptors at [Schedule B](#) and the Classification and Value Range Standard Descriptors at [Schedule C](#) to this Agreement.

**23.2** Movement Between Value Ranges

**23.2.1** Employees and/or positions can move between Value Ranges.

**23.2.2** Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Grade Standard Descriptors at [Schedule B](#) and the Classification and Value Range Standard Descriptors at [Schedule C](#) to this Agreement.

**23.3** Classification and Salary on Appointment

**23.3.1** Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors at [Schedule B](#) and [Schedule C](#) to this Agreement.

**23.3.2** The employer will appoint employees at Grades 1 to 4 to a pay point within the relevant grade and value range.

**23.3.3** The gender equity effects of appointments above the base salary point of the relevant Value Range will be monitored by the Victorian Public Sector Commission over time.

### **24. PROGRESSION WITHIN A VALUE RANGE**

**24.1** Progression Steps and Amounts

**24.1.1** Within each Value Range of Grades 1 to 4 there are progression steps (expressed as salary points) as detailed in [Schedule A](#).

**24.1.2** Within Grade 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed [Schedule A](#). The progression amounts are expressed in terms of dollars.

**24.1.3** Progression steps or amounts within Value Ranges are not points of defined work value. Progression within the new salary structure will not be automatic, consistent with wage fixing principles.

**24.1.4** Progression between progression steps or amounts will occur when an Employee is assessed at his or her annual performance review as "meeting the progression criteria" outlined in the Employee's performance plan.

## **24.2** Top of Grade or Value Range Payment

- 24.2.1** An Employee at the top of their Grade will receive a top of Grade payment where the Employee is assessed at their annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.
- 24.2.2** The top of Grade or Value Range payment will be equal to one per cent of the Employee’s salary as at 30 June of the relevant performance cycle.
- 24.2.3** Top of Grade or Value Range payments will commence from the 2017/18 performance cycle.
- 24.2.4** Any employee who was at the top of Grade or Value Range at the end of the 2016/17 performance cycle and who commenced prior to 1 July 2016 will continue to receive the top of Grade or Value Range entitlement under previous policy at VIT, however that policy does not form part of this Agreement.
- 24.2.5** For the avoidance of doubt, except for **clause 24.2.4**, the Top of Grade or Value Range payment as set out in this clause replaces all prior entitlements or arrangements to any such Top of Grade payment or like payment existing outside this Agreement or its predecessor.

## **24.3** Progression Cycle and Review

- 24.3.1** The performance cycle is twelve months (1 July to 30 June).
- 24.3.2** All Employees must participate in the performance development and review process, including in the development of performance plans and conduct of performance discussions and reviews.
- 24.3.3** The “progression criteria” are to be agreed with each Employee at the start of the performance cycle or upon the Employee’s commencement in a role. The “progression criteria” may be adjusted by agreement during the performance cycle.
- 24.3.4** The “progression criteria” for an individual Employee are to be developed using the performance standards outlined in **clause 24.4** (Performance Standards).
- 24.3.5** All Employees can expect informal and formal feedback about their performance throughout the performance cycle with their supervisor or manager.
- 24.3.6** A performance review is undertaken at the end of each performance cycle. The Employee’s performance against the “progression criteria” is assessed by their supervisor or manager at that time. Employees must meet all of the elements of their individual performance plan to be eligible for progression or a top of Grade or Value Range payment.
- 24.3.7** An Employee will be eligible to access progression or a top of Grade or Value Range payment, if the Employee has been in his or her role for 3 months or more, except in the following circumstances:
  - (a) the Employee has been appointed on probation under **clause 14.4** and has been in his or her role for less than 6 months at the time the performance review is undertaken;
  - (b) the Employee has completed a formal underperformance process or subject to one under **clause 20** at 30 June; or
  - (c) the Employee is subject to proven misconduct as per **clause 21** during the course of the performance cycle.
- 24.3.8** Higher duties - Progression payments
  - (a) Where an Employee has been acting in a higher position for a period of twelve months, the Employee will be eligible for consideration of progression or a top of Grade or Value Range payment for continued performance of the higher duties beyond 12 months.

- (b) In the event an eligible Employee acting in a higher position is progressed to the next progression step/ amount in that higher position, on returning to their substantive position they will be deemed to have progressed to the next progression step/ amount within their substantive Grade (if applicable).

## 24.4 Performance Standards

**24.4.1** The performance standards detailed below must be weighted and combined, appropriate to the role, to make up an individual's "progression criteria".

**24.4.2** Performance standards for all Grades are as follows:

- (a) achieving the performance targets;
- (b) demonstrating public sector values and behaviours; and
- (c) applying learning and development.

**24.4.3** Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.

**24.4.4** An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points. This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.

**24.4.5** Central to the progression will be the need for managers, in consultation with employees, to identify what should, and can, be delivered to warrant progression through a combination of capacity, productivity, performance and professionalism. This interaction between managers and staff gives authority and integrity to the structure and its sustainability in the long term.

## 25. SALARY INCREASES

### 25.1 Salary Increases

**25.1.1** Employees employed by the Employer at or after this Agreement comes into operation will receive the following salary increases during the life of the Agreement:

Date of Effect	Percentage Increase
31 March 2017	3.25%
31 March 2018	3.25%
31 March 2019	3.25%
31 March 2020	3.25%

**25.1.2** The salaries contained in Schedule A include these increases. Effective from the relevant date specified in [clause 25.1](#), the salary ranges applicable to the Victorian Institute of Teaching classification structure are set out in Schedule A.

### 25.2 Increases to salary caps for certain entitlements

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at 31 March 2017 will be increased by the same increases and from the same operative dates as provided for in [clause 25.1](#).

## **26. CASUAL EMPLOYEES-LOADING**

**26.1** Employees employed on a casual basis will receive a loading of 25% in addition to the applicable hourly rate of pay as compensation in lieu of any entitlement to the following benefits:

- annual leave and annual leave loading
- public holidays;
- paid personal/carers leave;
- paid parental leave;
- paid compassionate leave;
- defence reserve leave; and
- accident make-up pay.

## **27. SUPPORTED WAGE SYSTEM**

**27.1** 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:

**27.1.1** "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 Supported Wage System: Guidelines and Assessment Process.

**27.1.2** "Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**27.1.3** "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 or any successor to that scheme.

**27.1.4** "Assessment instrument" 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.

### **27.2 Eligibility criteria**

**27.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**27.2.2** This clause does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of accident compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

**27.2.3** This clause 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 service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under S.12A of the *Disability Services Act 1986* (Cth), or if a part only has received recognition, that part.

### **27.3 Supported wage rates**

**27.3.1** 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:

<b>Assessed capacity</b>	<b>Percentage of Prescribed Agreement rate</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support provided that the minimum amount payable shall be not less than the appropriate rate determined by the Fair Work Commission.

#### **27.4 Assessment of capacity**

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:

- 27.4.1** the Employer and the union party to the Agreement, in consultation with the Employee or, if desired by any of these;
- 27.4.2** the Employer and an accredited assessor from a panel agreed by the parties to the Agreement and the Employee.

#### **27.5 Lodgement of assessment instrument**

- 27.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement salary to be paid to the Employee, shall be lodged by the Employer with the Registrar of the Commission.
- 27.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the which is 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.

#### **27.6 Review of assessment**

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.

#### **27.7 Other terms and conditions of employment**

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

#### **27.8 Workplace adjustment**

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 Employees in the area.

#### **27.9 Trial period**

- 27.9.1** In order for an adequate assessment of the Employee'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.
- 27.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.

- 27.9.3** The minimum amount payable to the Employee during the trial period shall be no less than the appropriate rate determined by the Fair Work Commission.
- 27.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- 27.9.5** 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 27.4](#) hereof.

## **28. PAYMENT OF SALARIES**

- 28.1** Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.
- 28.2** Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.
- 28.3** Employees must be provided either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.
- 28.4** By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.
- 28.5** In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments.

## **29. SALARY PACKAGING**

- 29.1** An Employee may enter into a salary packaging arrangement with his or her Employer using pre-tax salary in respect of superannuation, a novated lease on a vehicle and/or the payment of medical benefits insurance. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.
- 29.2** The Employer may also agree to offer Employees access to a broader range of salary packaged benefits in accordance with relevant taxation laws.
- 29.3** All costs associated with salary packaging, including reasonable administrative costs, are to be met from the salary of the participating Employee.

## **30. ALLOWANCES - WORK OR CONDITIONS**

### **30.1 General provisions**

Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance.

### **30.2 First aid allowance**

**30.2.1** Where an Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to perform first aid duties:

- (a) the Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification;
- (b) the Employee will be paid an annual allowance payable in fortnightly instalments; and
- (c) this allowance will be as follows:

<b>Date of Effect</b>	<b>Amount per annum</b>
31 March 2017	\$ 550
31 March 2018	\$ 568
31 March 2019	\$ 587

31 March 2020	\$ 606
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**30.2.2** The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

**30.3** Higher duties allowance

**30.3.1** When does higher duties allowance apply

A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position for a period longer than 5 consecutive working days. A "higher classified position" includes a position classified at a higher Value Range.

**30.3.2** Level of allowance

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

**30.3.3** Leave while performing higher duties

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

**30.3.4** Progression payments

Where an Employee has been acting in a higher position for a period of twelve months, the Employee shall be eligible for consideration for progression payment for continued performance of the higher duties activities beyond 12 months.

**30.4** Language allowance

**30.4.1** Where the Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to use their skills in a second language to assist members of the public who have low English proficiency:

- (a) the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and
- (b) the Employee will be paid an annual allowance payable in fortnightly instalments as follows:

Level	Date of Effect			
	31 March 2017	31 March 2018	31 March 2019	31 March 2020
Language aide accreditation	\$998	\$1,031	\$1,064	\$1,099
Paraprofessional interpreter accreditation	\$1,374	\$1,419	\$1,465	\$1,513
Interpreter accreditation or higher	\$1,874	\$1,935	\$1,998	\$2,063

**30.4.2** The Employer will pay the cost of the NAATI pre-testing workshop.

**30.4.3** The Employer will also meet the cost of the NAATI test, up to two times per individual per level of accreditation.

**30.4.4** The Employee must apply annually for renewal of the allowance. The Employer will assess the Employee's application to determine whether the Employer still requires the Employee to perform interpreting duties.

**30.5** Stand-by/recall allowance

**30.5.1** 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.

- 30.5.2** The Employer will, in consultation with the Employee, establish a roster for stand-by duty.
- 30.5.3** 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.
- 30.5.4** 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 31** of this Agreement; and
  - (d) must be fit for duty.
- 30.5.5** The Employer must pay the following allowance for standby duty:

<b>Date of Effect</b>	<b>Per night</b>	<b>Per day/night</b>
31 March 2017	\$27	\$53
31 March 2018	\$28	\$54
31 March 2019	\$29	\$56
31 March 2020	\$30	\$58

- (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 as overtime in accordance with **clause 34**. Subject to **sub-clause 30.5.5(c)** below, the minimum overtime payment in **clause 34.7** does not apply. Overtime payments will be paid as worked.
  - (c) An Employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in **clause 34.7**.
- 30.5.6** The stand-by allowance does not apply where stand-by is incorporated into total remuneration or is otherwise compensated.

## **31. ALLOWANCES - REIMBURSEMENT OF EXPENSES**

### **31.1 General provisions**

- 31.1.1** The Employer will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
- 31.1.2** The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.
- 31.1.3** The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

### **31.2 Allowable expenses**

- 31.2.1** Allowable expenses include:



- (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
- (b) expenses incurred in using private mobile and home phones in accordance with [clause 31.3](#); and
- (c) expenses incurred in using private vehicles in accordance with [clause 31.4](#).

### **31.3 Private mobile and home phone use**

**31.3.1** An Employee, required to use his/her private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls under their plan.

**31.3.2** The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.

**31.3.3** Following use, the Employee must submit an itemised statement of the calls made and their cost.

### **31.4 Private motor vehicle use**

**31.4.1** An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.

**31.4.2** The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

**31.4.3** Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

**31.4.4** The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

### **31.5 Expense claims**

**31.5.1** An Employee must submit official receipts as soon as practical after the event as evidence of expenditure incurred, except where the Employee uses his/her own motor vehicles for work purposes in which case the Employee will submit a declaration in accordance with [clause 31.4.3](#).

**31.5.2** A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made. A declaration from an Employee that incidental expense was incurred may be accepted if the Employer and Employee agree that the obtaining of a receipt was impractical.

**31.5.3** The Employer will pay the Employee moneys owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than 2 pay periods after the Employee submits a claim.

**31.5.4** Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

## **32. SUPERANNUATION**

**32.1** The Employee, regardless of age, will be offered by the Employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (unless they are a member of a Victorian exempt public sector superannuation scheme). The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Commonwealth Superannuation Guarantee Administration Act 1992* (Cth).

## **PART 5 - HOURS OF WORK AND RELATED MATTERS**

### **33. HOURS OF WORK**

#### **33.1 Ordinary hours of work**

**33.1.1** The ordinary hours of work for each Employee, except for casual or part-time Employees, will average 76 (exclusive of meal breaks), to be worked over an average of no more than 10 days per fortnight.

#### **33.2 Spread of Hours**

##### **33.2.1 Flexible Arrangement of Hours of Work:**

(a) The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

#### **33.3 Arrangement of Hours:**

**33.3.1** The actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the days or hours of duty. Agreement to such alteration shall not be unreasonably withheld, taking into account the personal/family circumstances of the Employee, and the work requirements of the Employer. In the absence of agreement, the aggrieved party may utilise the disputes and grievance procedure in [clause 12](#) (Disputes and Grievances).

##### **33.3.2** The Employer must not require an Employee to:

(a) perform ordinary hours of work outside the times of 7.00 am to 7.00 pm on any weekday (the "span of hours") unless by mutual agreement between the Employer and the Employee, the ordinary hours of work of the staff member may fall outside the span of hours. In this instance the provisions relating to overtime specified in [clause 34](#) shall not apply; or

(b) perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

**33.3.3** In determining the days and hours of duty, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

### **34. OVERTIME**

Overtime means the hours worked, at the direction of the Employer, which are in addition to an Employee's ordinary daily hours of work on any day established in accordance with [clause 33](#).

#### **34.1 Reasonable Hours of Work**

**34.1.1** Subject to [clause 34.1.2](#) an Employer may require an Employee to work reasonable overtime at overtime rates.

**34.1.2** 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.

#### **34.2 Requirement to pay overtime**

**34.2.1** Where agreed, an Employee who works overtime must be paid at the appropriate overtime rate specified in **clauses 34.4**. Exceptions are provided at **clause 34.3** below.

**34.2.2** An Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in **clause 34.5** below.

**34.3** Exceptions

**Clause 34.2** does not apply to Employees:

**34.3.1** classified as Grade 5 or higher, or

**34.3.2** who are part-time Employees working less than 38 hours a week and are subject to overtime conditions contained in **clause 34.8**.

**34.4** Overtime - Rates of payment

**34.4.1** Where an Employee is paid for overtime work pursuant to **clause 34.2** the following overtime rates will be paid:

<b>For overtime work on</b>	<b>Overtime rate (% of ordinary hourly rate)</b>
Monday to Saturday – first three hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - in all cases except public holidays	200%
Public holiday or substituted day	250%

**34.4.2** The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee's salary or the highest pay point within Grade 3, Value Range.

**34.5** Overtime - Rate of accrual for time in lieu of payment

**34.5.1** Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:

- (a) in the case of overtime worked Monday to Friday - on an hour for hour basis; and
- (b) in the case of overtime worked on weekends or public holidays - two hours of time in lieu per hour worked.

**34.6** How does time in lieu apply

**34.6.1** Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.

**34.6.2** Time in lieu may accumulate to a maximum of 38 hours. Any Employee who has accumulated 38 hours of time in lieu must be paid overtime for any additional overtime hours worked.

**34.6.3** By agreement, the Employee may convert 38 hours of accrued time in lieu to one additional week of annual leave to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. By agreement, all or any part of the accumulated converted leave may be paid out.

**34.6.4** Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

**34.7** Overtime - minimum period

**34.7.1** Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are recalled to duty.

**34.8** Overtime - staff working less than 38 hours a week

- 34.8.1** A part-time Employee, other than a shift worker, must be compensated for overtime in accordance with **clause 34.2** for work performed:
- (a) after 38 hours has been worked in any week; or
  - (b) outside the span of hours in **clause 31**.

**34.8.2** Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in **clause 33**, will be compensated at the Employee's ordinary rate.

**34.9 Overtime - Meal Payment**

**34.9.1** An Employee will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime which:

- (a) is immediately before or after a scheduled period of ordinary duty and is more than two hours in duration; or
- (b) is a stand-alone period of overtime that is four hours or more in duration.

**34.9.2** The overtime meal payment payable to an Employee is set out below:

Date of Effect	Overtime Meal Payment
31 March 2017	\$19.15
31 March 2018	\$19.80
31 March 2019	\$20.45
31 March 2020	\$21.10

**34.9.3** The overtime meal payment is not payable where the Employer provides a meal.

**34.10 Rest Period After Overtime**

**34.10.1** Except in an emergency, an Employee must not be required to perform:

- (a) a further period of overtime duty; or
- (b) a period of ordinary duty; or
- (c) a further period of scheduled on-call duty -

where:

- (i) either the Employee has not been provided with an eight hour rest period between the time of completion of one period of duty and the commencement of the next; or
- (ii) the Employee has not been provided with an eight hour rest period within the preceding 24 hours from the time of the commencement of the on-call duty.

**34.10.2** The Employer must not make a deduction from normal salary where an Employee is released from normal duty to enable the Employee to observe a rest break set out above.

**34.10.3** An Employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime compensation in accordance with this Agreement for all time worked until a rest period of at least eight hours continuous duration is taken.

**35. MEAL BREAKS**

**35.1** The Employer will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number and starting and finishing times of meal breaks will be specified.

- 35.2 Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and the Employer otherwise agree. The length of the meal interval must be at least thirty minutes.
- 35.3 If for operational or emergency reasons the Employee is required to remain on duty, he or she may arrange to take meals during their hours of duty without a specific meal break.
- 35.4 Where agreement cannot be reached as specified in [clause 35.2](#) and the Employee is required by his or her supervisor to work through their meal break in accordance with [clause 35.3](#), time in lieu or payment for overtime will be approved in accordance with this Agreement.
- 35.5 If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

## 36. CHILDCARE

Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

## 37. CHRISTMAS CLOSEDOWN

- 37.1 The purpose of this clause is to enable the Employer to closedown part or all of its operations from the first working day after Christmas Day to the first working day after New Year's Day (closedown period).
- 37.2 Where the Employer intends to closedown part or all of its operations for the closedown period, the Employer:
  - 37.2.1 will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place;
  - 37.2.2 will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and
  - 37.2.3 may require a minimum level of staffing to meet the operational requirements of the workplace.
- 37.3 If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:
  - 37.3.1 the Employer may direct an Employee who has excessive annual leave (as per [clause 41.3.1](#)) to take annual leave during the closedown period;
  - 37.3.2 the Employer may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.
- 37.4 The Employer will provide at least 4 weeks' notice of any direction to take leave, under [clause 37.3](#).
- 37.5 Where an Employee has insufficient leave or time in lieu, the Employer may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence. For the avoidance of doubt, this [clause 37.5](#) applies only to Employees classified at VIT Grade 4 or below.

## **PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **38. LEAVE OF ABSENCE – GENERAL**

#### **38.1 Standard day for approved leave purposes**

For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7.6 hours. Where an alternative arrangement of days and hours is worked leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

### **39. ANNUAL LEAVE**

**39.1** An Employee, other than a casual Employee, accrues paid annual leave at the rate of four weeks (152 hours for Employees whose ordinary hours of duty average 76 hours per fortnight) for each twelve months of employment. The entitlement accrues progressively.

**39.2** Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave.

**39.3** An Employee may request that the whole or any part of their annual leave be taken at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

**39.4** An Employee who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement will be paid an amount equal to the unused annual leave entitlement and any unpaid leave loading. Any leave loading payable pursuant to this [clause 39.4](#) shall be calculated in accordance with [clause 39.5](#).

**39.5** Subject to [clause 39.6](#), each Employee will, in respect of annual leave taken, be entitled to be paid in addition to his or her salary an allowance at the rate of 17.5% of the Employee's salary for the period of annual leave.

**39.6** The maximum allowance payable under [clause 39.5](#) will not exceed an amount calculated in respect of a salary of the top of Grade 4.

**39.7** The Employer will consider operational requirements and the needs of the Employee when assessing annual leave applications. Approval will not be unreasonably withheld.

### **40. CASHING OUT OF ANNUAL LEAVE**

**40.1** Annual leave must not be cashed out except in accordance with this clause.

**40.2** The Employer and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:

**40.2.1** the cashing out of a particular amount of accrued annual leave must be by agreement between the Employer and the Employee which must:

- (a) be in writing and retained as an employee record;
- (b) state the amount of accrued leave to be cashed out and the payment to be made to the Employee;
- (c) state the date on which the payment is to be made; and
- (d) be signed by the Employer and Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

**40.2.2** the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;

**40.2.3** annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks; and

**40.2.4** an Employee may only cash out annual leave on one occasion during the term of this Agreement.

## **41. EXCESSIVE ANNUAL LEAVE ACCRUALS**

- 41.1** This clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.
- 41.2** Dealing with annual leave accruals by agreement
- 41.2.1** Where an Employee's accrued annual leave entitlement has not been taken by the end of the calendar year following the calendar year in which it accrued, the Employer and Employee must genuinely try to agree upon steps that will be taken to reduce or eliminate that leave accrual.
- 41.2.2** This agreement must be attempted before an Employer can direct that leave be taken under [clause 41.3](#).
- 41.3** Employer may direct that excessive annual leave be taken
- 41.3.1** An Employee has an excessive annual leave accrual if the Employee has accrued more than eight weeks' paid annual leave.
- 41.3.2** Where the Employer has an excessive annual leave accrual (and agreement has not been reached under [clause 41.2](#), the Employer may give a written direction to the Employee to take a period or periods of paid annual leave. Such a direction must not:
- (a) result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed or that the Employee has been directed to take);
  - (b) require the Employee to take any period of leave of less than one week;
  - (c) require the Employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
  - (d) require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; or
  - (e) be inconsistent with any leave arrangement agreed between the Employer and Employee.
- 41.3.3** If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
- 41.3.4** The Employee must take paid annual leave in accordance with a direction complying with this clause.
- 41.4** Employee may require that leave be granted
- 41.4.1** This [clause 41.4](#) applies if an Employee has had an excessive annual leave accrual for more than six months and the Employer has not given a direction under [clause 41.3](#) that will eliminate the Employee's excessive leave accrual.
- 41.4.2** If agreement is not reached under [clause 41.2](#), the Employee may give a written notice to the Employer that the Employee wishes to take a period or periods of paid annual leave. Such a notice must not:
- (a) result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under this clause);
  - (b) provide for the Employee to take any period of leave of less than one week;
  - (c) provide for the Employee to take any period of leave commencing less than eight weeks after the day the notice is given to the Employer;
  - (d) provide for the Employee to take any period of leave commencing more than 12 months after the day the notice is given to the Employer; or
  - (e) be inconsistent with any leave arrangement agreed between the Employer and Employee.

- 41.4.3 The maximum amount of leave that an Employee can give notice of under this clause is four weeks' leave in any 12 month period.
- 41.4.4 The Employer must grant the Employee paid annual leave in accordance with a notice complying with this clause.

**42. PURCHASED LEAVE**

- 42.1 An Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- 42.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under [clause 42.1](#):
  - 42.2.1 the Employee will receive additional converted leave as follows:

44/52 weeks	Additional 8 weeks' leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)
50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week's leave	(5 weeks in total)

- 42.2.2 The above does not preclude an Employee and the Employer from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than 8 weeks.
  - 42.2.3 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; and
  - 42.2.4 accrual of personal leave and long service leave by the Employee shall remain unchanged.
- 42.3 As an alternative to entering into an arrangement under [clause 42.1](#), an Employee may request that one or more weeks of his or her annual leave entitlement each be converted to two weeks' leave on half pay under [clause 39.3](#).
- 42.4 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.
- 42.5 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

**43. INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS**

- 43.1 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 may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.
- 43.2 Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, themselves or other persons, the Employer may 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 leave.

#### **44. PUBLIC HOLIDAYS**

**44.1** Where the nature of the employment of Employees permits the observance of Public Holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

**44.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

**44.1.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

**44.1.3** When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

**44.1.4** When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

**44.1.5** When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

**44.2** Melbourne Cup Day Substitution

**44.2.1** Where, outside the Melbourne Metropolitan area, a public holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a public holiday in lieu of Melbourne Cup Day.

**44.2.2** Employees who have their place of principal employment in a municipality where Melbourne Cup Day is not observed as a public holiday, or in a municipality where a public holiday is not proclaimed for the observance of local events, will be granted one day's leave in lieu of Melbourne Cup Day, to be taken on a day to be agreed between the Employees concerned and the Employer.

**44.3** Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out in [clauses 44.1](#) and [44.2](#), those days shall constitute additional holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies.

**44.4** Substitution of Public Holiday

**44.4.1** An Employer and his or her 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. Any such arrangement shall be recorded in writing and be available to every affected Employee.

**44.4.2** An Employee may by agreement with his or her Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

**44.5** Substituted Leave-Public Holidays

Where the nature of the employment of Employees does not permit the observance of public holidays as they occur, substituted leave will be granted by the Employer. For part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time Employees would have worked had there been no public holiday.

## **45. PERSONAL/CARER'S LEAVE**

### **45.1 Amount of paid personal/carer's leave**

**45.1.1** An Employee, other than a casual Employee, is entitled to paid personal/carer's leave when they are absent because of:

- (a) personal illness or injury; or
- (b) personal illness or injury of an Employee's immediate family or household member who requires the Employee's care or support; or
- (c) an unexpected emergency affecting an Employee's immediate family or household member.

**45.1.2** A full time Employee is entitled to paid personal/carer's leave of 114 hours. A part-time Employee is entitled to a pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.

### **45.2 Accrual of personal/carer's leave**

**45.2.1** For all Employees, other than casual employees, employed as at the day of this Agreement's commencement, personal/carer's leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.

**45.2.2** For all other Employees, other than casual employees, the personal/carer's leave entitlement accrues progressively on a pro-rata basis during a year of service according to the employee's ordinary hours of work.

**45.2.3** Leave without pay will not count as service for personal/carer's leave accrual purposes.

**45.2.4** Unused paid personal/carer's leave accumulates from year to year.

**45.2.5** Accrued personal/carer's leave will not be paid out on termination of employment.

### **45.3** In this [clause 45](#), the term "immediate family" means:

**45.3.1** a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A 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);

**45.3.2** a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

### **45.4 Payment for personal/carer's leave**

An Employee, other than a casual Employee, who takes paid personal/carer's leave, is entitled to be paid at his or her Salary rate of pay for their ordinary hours of work in the period during which the personal/carer's leave is taken.

### **45.5 Notice**

**45.5.1** An Employee must give his or her Employer notice of the taking of personal/carer's leave under this clause. The notice:

- (a) must advise the Employer of the period, or expected period, of the leave; and
- (b) must be given to the Employer as soon as practicable, which may be a time after the personal/carer's leave has started.

### **45.6 Documentary Evidence Requirements**

#### **45.6.1 Personal leave**

In the case of personal leave, the Employee must provide the Employer with a medical certificate from a Registered Practitioner.

#### **45.6.2 Carer's leave**

- (a) In the case of carer's leave, the Employee must provide the Employer with appropriate documentary evidence.
- (b) The form of evidence required by the Employer will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or statutory declaration stating the condition of the person concerned and that this condition requires the Employee's care or support or other relevant documentary evidence.

**45.6.3** "Registered Practitioner" means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist.

**45.6.4** Exception

- (a) An Employee entitled to take personal/carer's leave for the purposes set out in [clause 45.1.1](#) may, subject to [clauses 45.6.4\(b\)](#) and [45.6.4\(c\)](#), take up to an aggregate of 38 hours or equivalent pro-rata amount accrued personal/carer's leave in each year of employment without having to provide the Employer with the documentary evidence required by [clause 45.6](#).
- (b) If the period of absence referred to in [clause 45.6.4\(a\)](#) is for a continuous period exceeding 22.8 hours (24 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), the Employee must provide appropriate documentary evidence to the Employer as set out in [clause 45.6](#).
- (c) Despite [clause 45.6.4\(a\)](#), the Employee may be required to provide appropriate documentary evidence as required by the Employer in accordance with [clause 45.6](#).

**45.7** Further medical certificates or documentary evidence

**45.7.1** The Employer may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the Victorian public sector.

**45.7.2** The Employer may require that an Employee provide further documentary evidence to the satisfaction of the Employer where an Employee has been on carer's leave for at least two weeks including evidence stating the condition of the person concerned and that this condition requires the continued care or support of the Employee.

**45.8** Employee's incapacity to undertake duties

If the Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical certificate from an independent Registered Practitioner. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS.

**45.9** Failure to provide relevant documentary evidence

Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave under this clause.

**45.10** Absence on Public Holidays

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.

**45.11** Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Employer, take unpaid personal leave. The Employer will require that the Employee provide documentary evidence to support the unpaid personal leave to the satisfaction of the Employer.

#### **45.12 Unpaid carer's leave**

**45.12.1** An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in [clauses 45.1.1\(b\)](#) or [45.1.1\(c\)](#) providing the Employee complies with the notice and evidence requirements outlined in [clause 45.6.2](#). The Employer and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take up to two days unpaid carer's leave per occasion.

**45.12.2** Alternatively, the Employee may, with the consent of the Employer, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

#### **45.13 Casual Employees – Caring responsibilities**

**45.13.1** Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

**45.13.2** The Employer and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for up to two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.

**45.13.3** A casual Employee must comply with the notice and evidence requirements outlined in this [clause 45](#).

### **46. COMPASSIONATE LEAVE**

#### **46.1 Definition**

In this clause the Employee's immediate family means:

**46.1.1** the Employee's spouse (including the Employee's former spouse, de facto spouse and 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 bone fide domestic basis, although not legally married to the Employee; and

**46.1.2** a child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse.

#### **46.2 Serious illness or death of immediate family member**

**46.2.1** An Employee, other than a casual Employee, is entitled to up to three days leave with pay per occasion because of the serious illness or death of a member of the Employee's immediate family or household.

#### **46.3 Additional leave**

**46.3.1** If an Employee has exhausted leave under this clause, he or she can access up to three days' paid personal leave.

**46.3.2** If an Employee has exhausted his or her accrued paid personal leave, the Employee is entitled to up to two days' unpaid leave on each occasion of serious illness by a member of the Employee's immediate family or household.

**46.3.3** An Employee may be granted leave beyond two days where the Employer is satisfied two days is inadequate in the circumstances.

**46.3.4** In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days in relation to the death of an extended family member.

#### **46.4 Additional compassionate leave**

**46.4.1** If an Employee has exhausted leave under **clause 46.2**, an Employee is entitled to a further 3 days paid leave because of a death of a member of the Employees immediate family or household.

#### **46.5 Casual Employees– Caring responsibilities and Compassionate Leave**

**46.5.1** Subject to established notice requirements and evidence requirements for compassionate leave or leave taken to care for members of the Employee's immediate family or household who are sick and require care and support, casual Employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) where a member of the Employee's immediate family, or a member of the Employee's household, contracts or develops a personal illness or injury that poses a serious threat to his or her life, or dies.

**46.5.2** The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for two days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

**46.5.3** An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Employee are otherwise not affected.

### **47. FAMILY VIOLENCE LEAVE**

#### **47.1 General Principle**

**47.1.1** 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.

**47.1.2** 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.

#### **47.2 Definition of Family Violence**

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

#### **47.3 Eligibility**

**47.3.1** Leave for family violence purposes is available to all Employees with the exception of casual Employees.

**47.3.2** Casual Employees are entitled to access leave without pay for family violence purposes.

#### **47.4 General Measures**

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

**47.4.2** 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.

**47.4.3** No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

- 47.4.4** 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.
- 47.4.5** An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- 47.4.6** Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with [clause 47.5](#) and [47.6](#).
- 47.4.7** The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

## **47.5 Leave**

- 47.5.1** 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.
- 47.5.2** 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 47.4.1](#) from an Employee seeking to utilise their personal/carer's leave entitlement.

## **47.6 Individual Support**

- 47.6.1** 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:
  - (a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (b) temporary or ongoing job redesign or changes to duties;
  - (c) temporary or ongoing relocation to suitable employment;
  - (d) a change to their telephone number or email address to avoid harassing contact;
  - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 47.6.2** 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.
- 47.6.3** 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.
- 47.6.4** An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

## **48. PARENTAL LEAVE**

### **48.1 Application**

Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if:

- 48.1.1** the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's Spouse; or
- (b) the placement of a child with the Employee for adoption; and

**48.1.2** the Employee has or will have a responsibility for the care of the child.

## **48.2 Definitions**

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual Employee:
  - (i) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
  - (ii) 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 48.2.2](#)).
- (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;
  - (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 is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (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.

**48.2.2 Recognised Prior Service** means any service where the Employee was employed:

- (a) by a public entity under the *Public Administration Act 2004* (Vic);
- (b) under Part 6 of the *Public Administration Act 2004* (Vic); or
- (c) as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic);

immediately prior to the Employee's employment with the Employer.

## **48.3 Summary of Parental Leave Entitlements**

Parental leave entitlements in this clause are summarised in the following table.

	<b>Paid leave</b>	<b>Unpaid leave</b>	<b>Total</b>
<b>Primary Caregiver</b>			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
<b>Secondary Caregiver</b>			
More than 12 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
<b>Pre-natal leave</b>			
Pregnant employee	38 hours		
Spouse	7.6 hours		
<b>Permanent Care Leave</b>			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

#### **48.4 Parental Leave – Primary Caregiver**

**48.4.1** An Employee who has, or will have, completed at least twelve 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:

- (a) 14 weeks paid parental leave; and
- (b) up to 38 weeks unpaid parental leave.

**48.4.2** An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

**48.4.3** An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

**48.4.4** 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:

- (a) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
- (b) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
- (c) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.



**48.4.5** A period of parental leave taken in accordance with this clause must be for a single continuous period.

#### **48.5 Parental Leave – Secondary Caregiver**

**48.5.1** An Employee who has, or will have, completed at least twelve 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:

- (a) 2 weeks paid parental leave; and
- (b) up to 50 weeks unpaid parental leave.

**48.5.2** An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

**48.5.3** An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

**48.5.4** Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

**48.5.5** An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

#### **48.6 Pre-Natal Leave**

**48.6.1** 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. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

**48.6.2** 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.

**48.6.3** 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.

**48.6.4** Paid pre-natal leave is not available to casual Employees.

#### **48.7 Pre-adoption leave**

**48.7.1** An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

**48.7.2** The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

**48.7.3** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

**48.7.4** The Employer may require the Employee to provide satisfactory evidence supporting the leave.

#### **48.8 Permanent Care Leave**

If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed with the Employer.

#### **48.9 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.

#### **48.10 Continuing to work while pregnant**

**48.10.1** The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

- (a) continues to work within a six week period immediately prior to the expected date of birth of the child; or
- (b) is on paid leave under [clause 48.12.2](#).

**48.10.2** The Employer may require the Employee to start parental leave if the Employee:

- (a) does not give the Employer the requested certificate within seven days of the request; or
- (b) gives the Employer a medical certificate stating that the Employee is unfit to work.

#### **48.11 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 45](#).

#### **48.12 Transfer to a Safe Job**

**48.12.1** Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.

**48.12.2** If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

- (a) 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
- (b) 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.

**48.12.3** The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

#### **48.13 Special Parental Leave**

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

**48.13.1** where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carers' leave entitlements in accordance with [clause 45](#);

**48.13.2** where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under [clause 48.3](#) and thereafter, to unpaid special maternity leave.

#### **48.14 Notice and evidence requirements**

**48.14.1** 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:

- (a) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
- (b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
- (c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

**48.14.2** 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 48.14.1](#), unless it is not practicable to do so.

**48.14.3** The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

- (a) in the case of 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
- (b) in the case of 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.

**48.14.4** An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or 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.

#### **48.15 Commencement of parental leave**

**48.15.1** An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

**48.15.2** In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

**48.15.3** Secondary caregiver parental leave may commence on the day of birth or placement of the Child.

**48.15.4** The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

**48.15.5** Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

#### **48.16 Single period of parental leave**

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

#### **48.17 Employee Couple – Concurrent Leave**

**48.17.1** Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.

**48.17.2** 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.

**48.17.3** 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.

## **48.18 Parental Leave and Other Entitlements**

**48.18.1** 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 48.20.2](#).

**48.18.2** 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.

**48.18.3** Unpaid parental leave under [clauses 48.4, 48.5, 48.20](#) and [48.22](#) shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

## **48.19 Keeping in touch days**

**48.19.1** During a period of parental leave an 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.

**48.19.2** Keeping in touch days must be agreed and be in accordance with section 79A of the *FW Act*.

## **48.20 Extending parental leave**

**48.20.1** Extending the initial period of parental leave

- (a) An Employee, who is on an initial period of parental leave of less than 52 weeks under [clause 48.4](#) or [48.5](#), may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- (b) 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.

**48.20.2** Right to request an extension to parental leave

- (a) An Employee who is on parental leave under [clause 48.4](#) or [48.5](#) 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.
- (b) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
- (c) 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.
- (d) 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.
- (e) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
- (f) 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.

**48.20.3** 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 an Employee 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 48.4](#) or

**48.5** will reduce by the period of any extension taken by a member of the couple under **clause 48.20**.

#### **48.21 Calculation of pay for the purposes of parental leave**

**48.21.1** The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.

**48.21.2** The average number of weekly hours worked by the Employee, determined in accordance with **clause 48.21.1** 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.

**48.21.3** Despite **clause 48.21.1**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

##### **48.21.4 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.

#### **48.22 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.

#### **48.23 Returning to Work**

##### **48.23.1 Returning to work early**

- (a) 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.
- (b) 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.

##### **48.23.2 Returning to work at conclusion of leave**

- (a) 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.
- (b) Subject to **clause 48.23.2(c)**, 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 48.12** above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) 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.

##### **48.23.3 Returning to work at a reduced time fraction**

- (a) 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.
- (b) Where an Employee wishes to make a request under **clause 48.23.3(a)** 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.

#### **48.24 Consultation and Communication during Parental Leave**

**48.24.1** 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:

- (a) 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
- (b) 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.
- (c) 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.
- (d) 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 48.24.1\(a\)](#).

#### **48.25 Extended Family Leave**

**48.25.1** 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.

**48.25.2** The Employee must make an application for Extended Family Leave each year.

**48.25.3** An Employee will not be entitled to paid parental leave whilst on Extended Family leave.

**48.25.4** Upon return to work the Employer may reallocate the Employee to other duties.

#### **48.26 Replacement Employees**

**48.26.1** 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.

**48.26.2** Before an 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.

**48.26.3** The limitation in [clause 14.7](#) on the use of fixed term employment to replace the Employee does not apply in this case.

#### **48.27 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.

### **49. LEAVE TO ATTEND ALCOHOL & DRUG OR PROBLEM GAMBLING REHABILITATION PROGRAM**

**49.1** An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

- 49.1.1** the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;

- 49.1.2 the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
  - 49.1.3 a registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or
  - 49.1.4 in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.
- 49.2 On production of proof of attendance at an approved rehabilitation program in accordance with [clause 49.1](#), an Employee may be granted leave as follows:
- 49.2.1 An Employee who has completed 2 years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

- 49.2.2 An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

## 50. CULTURAL & CEREMONIAL LEAVE

### 50.1 NAIDOC Week Leave

- 50.1.1 An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- 50.1.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

### 50.2 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.

### 50.3 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.

### 50.4 Ceremonial leave

- 50.4.1 Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
  - (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
- 50.4.2 Where ceremonial leave is taken for the purposes outlined in [clause 50.4.1](#), 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 employment of the Employee.

**50.4.3** Ceremonial leave granted under this **clause 50** is in addition to compassionate leave granted under **clause 46**.

## **51. LONG SERVICE LEAVE**

### **51.1 Basic Entitlement**

An Employee is entitled to 495.6967 hours (three months) long service leave with pay for each period of ten years of continuous service.

### **51.2 Pro-rata access**

An Employee may access this entitlement, on a *pro-rata* basis, after an initial 7 years of continuous service.

### **51.3 Payment of outstanding entitlement on termination**

An Employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement, will be entitled to an amount equal to the unused long service leave entitlement.

### **51.4 Holidays during Leave**

**51.4.1** Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave and the Employer will grant a day's paid leave in lieu or re-credit one day's long service leave.

**51.4.2** Where an Employee suffers illness or injury during a period of long service leave for a period of 3 days or more, that period is not to be regarded as part of the long service leave but rather personal leave contingent on the Employee producing a certificate from a registered medical practitioner

### **51.5 Eligible Period of Service**

**51.5.1** In **clause 51.5** "eligible period of service" in relation to an Employee means the period of continuous service between four years and seven years.

**51.5.2** An Employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the Employee's eligible period of service if:

- (a) on account of age or ill health;
- (b) the Employee retires or is retired; or
- (c) the employment of the Employee is terminated; or
- (d) the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or
- (e) the Employee dies.

### **51.6 Period of Leave**

**51.6.1** An Employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work.

**51.6.2** Notwithstanding **clause 51.6.1** above, the Employer and the Employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.

**51.6.3** After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

### **51.7 Time of Taking Leave**

The Employer may determine the time for granting long service leave so that the Employer's operations will not be unduly affected by the granting of long service leave to numbers of Employees at or about the same time.



## 51.8 Recognised Service

**51.8.1** Subject to [clause 51.8.3](#) the following will be recognised as service with the Employer for the purposes of long service leave ("Recognised Service"):

- (a) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or
- (b) any service with a public entity under the *Public Administration Act 2004* (Vic); or
- (c) any service with a local governing body that is established by or under a law of Victoria.

**51.8.2** Service for the purpose of long service leave does not include any period of service:

- (a) which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:
  - (i) an absence of 3 years or less in the nature of retirement occasioned by disability; or
  - (ii) an absence of 2 years or less which in the opinion of the Employer was caused by special circumstances; or
- (b) during any absence from duty on parental, paternity/partner or adoption leave without pay; or
- (c) except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or
- (d) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any corresponding previous enactment, other than the first 12 months of that period; or
- (e) which followed the date on which a pension under the *State Superannuation Act 1988* (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding 12 months during which a pension under section 83A of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or
- (f) from which the Employee was dismissed for disciplinary reasons; or
- (g) which preceded the resignation of the Employee or the termination of the Employee's employment if on that resignation or termination the Employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to his or her entitlements under any Act or agreement.

**51.8.3** An Employee who has received a Targeted Separation Package from the Victorian Public Sector will, on employment with the Employer have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than 12 months, subject to [clause 51.8.5](#).

**51.8.4** An Employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised on employment with the Employer.

**51.8.5** An application for the recognition of prior service under [clause 51.8](#) must be made within six months of an Employee's starting date with the Employer.

### Payment for Leave

**51.8.6** In computing the pay of an Employee for or in lieu of long service leave, that pay includes:

- (a) if the Employee is receiving salary maintenance, that salary maintenance; and

- (b) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and
- (c) any annual allowance payable to the Employee which the Employer determines should be included, but does not include:
  - (i) any payment of overtime, commuted overtime or penalty rates; or
  - (ii) any travelling or transport allowance; or
  - (iii) any allowance in the nature of reimbursement of expenditure.

**51.9** Nothing in this **clause 51** entitles an Employee to long service leave (or payment for long service leave) in respect of a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from an employer other than the Employer or for which the Employee has received long service leave (or a payment in respect of long service leave) from any employer.

## **52. DEFENCE RESERVE LEAVE**

**52.1** Unpaid Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

**52.2** An Employee required completing 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.

**52.3** 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 Victorian Institute of Teaching salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

**52.4** Preservation of prior entitlement

**52.4.1** For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

## **53. JURY SERVICE**

**53.1** If any Employee is required to appear and serve as a juror under the *Juries Act 2000 (Vic)*, he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence in accordance with the *FW Act* and the *Juries Act 2000 (Vic)*.

**53.2** Any compensation paid to the Employee in accordance with the *Juries Act 2000 (Vic)* for serving as a juror during his or her ordinary hours of work must be repaid to the Employer, with reasonable expenses actually incurred over and above those which the Employee would normally incur being offset against this amount.

## **54. LEAVE FOR BLOOD DONATIONS**

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

## **55. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES**

**55.1** An Employee who is a member of a voluntary emergency management activity including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee. Such leave is for:

**55.1.1** time when the Employee engages in the activity;

**55.1.2** reasonable travelling time associated with the activity; and

**55.1.3** reasonable rest time immediately following the activity.

**55.2** An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Victorian Institute of Teaching in which the Employee is employed.

## **56. LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES**

**56.1** An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:

**56.1.1** Mayor or Shire President - up to three hours per week, or where special occasions arise, six hours per fortnight; or

**56.1.2** Councillor - up to three hours per fortnight, or where special occasions arise, six hours per month.

**56.2** An Employee who is elected to a committee of management of a community organisation may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

**56.2.1** Chair or President - up to three hours per week, or where special occasions arise, six hours per fortnight; or

**56.2.2** Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.

## **57. PARTICIPATION IN SPORTING EVENTS**

Leave with pay up to a maximum of two weeks in any two-year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.

## **58. STUDY LEAVE**

**58.1** The Employer may grant to any Employee paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.

**58.2** An Employee may be granted sufficient paid leave to enable travel to and attendance of up to seven hours of classroom activity or related project work per week.

**58.3** The Employer may grant additional leave with or without pay as considered necessary.

**58.4** An Employee may be granted up to five days paid leave as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved under [clause 58.1](#).

**58.5** An Employee completing an accredited course through the submission of major project work may be entitled to 5 days leave for the purposes of finalising such project work.

## **59. MILITARY SERVICE SICK LEAVE**

**59.1** 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*, including:

**59.1.1** operational service; or

**59.1.2** peacekeeping service; or

**59.1.3** hazardous service

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.

- 59.2** Leave under this clause will be cumulative to a maximum of 760 hours.
- 59.3** This leave is in addition to personal leave under **clause 45**.
- 59.4** The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in **clause 59.1** from a registered practitioner. For the purpose of this clause the definition of "registered practitioner" will be the same as for **clause 45.6.3** (personal leave).
- 59.5** For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in **clauses 45.6.1** and **45.6.2** (Personal Leave).

## **60. LEAVE WITHOUT PAY**

- 60.1** An Employee may be granted leave without pay by the Employer for any purpose.
- 60.2** Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

## PART 7 - TRANSFERS AND RELOCATIONS

### 61. TEMPORARY TRANSFER BETWEEN WORK LOCATIONS

#### 61.1 Usual place of work

**61.1.1** The Employer must determine a usual place or places of work for the Employee.

**61.1.2** Where the Employer wishes to reassign work to the Employee that will require a change to the work location, two weeks' notice must be given or a lesser period if agreed between the Employer and the Employee.

**61.1.3** If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

**61.1.4** An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

### 62. PERMANENT RELOCATION OF USUAL PLACE OF WORK

**62.1** Subject to [clause 62.3](#), an Employee who is required by the Employer to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement. The payment in [clause 62.2](#) will be as follows:

Date of Effect	Payment
31 March 2017	\$1,343
31 March 2018	\$1,387
31 March 2019	\$1,432
31 March 2020	\$1,479

**62.2** The allowance(s) will be paid on the following basis:

**62.2.1** an allowance in accordance with [clause 62.1](#) for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and

**62.2.2** a further equivalent allowance in accordance with [clause 62.1](#) for each additional 30 minutes or 30 kilometres or part thereof.

**62.3** An exception to this is that no such allowance will be paid where the total additional distance to be travelled is 10 kilometres or under.

### 63. RESIDENTIAL RELOCATION PRINCIPLES

#### 63.1 General Principles

**63.1.1** Where the Employer considers that it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

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

(b) reimbursement of reasonable expenses associated with the relocation as per [clause 63.2](#).

#### 63.2 Reasonable relocation expenses

**63.2.1** Relocation expenses include reasonable expenses directly incurred by the Employee and his or her family as a result of:

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

(b) removal, storage and insurance; and

(c) selling and purchasing of a comparable residence (for example: fees, taxes and commissions).

## **PART 8 - OCCUPATIONAL HEALTH AND SAFETY**

### **64. ACCIDENT MAKE-UP PAY**

- 64.1** Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013*, the Employee will be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.
- 64.2 Payment – maximum entitlement**
- 64.2.1** The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), unless employment ceases.
- 64.2.2** An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* cease.
- 64.2.3** The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.
- 64.3** For the avoidance of doubt, an Employee may, with the Employer's consent, take annual leave or long service leave whilst receiving accident make up pay.
- 64.4** For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

### **65. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION**

#### **65.1 Objectives**

- 65.1.1** This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.
- 65.1.2** The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their Health and Safety Representatives, of management systems and procedures designed to, so far as is practicable to:
- (a) identify, assess and control workplace hazards;
  - (b) reduce the incidence and cost of occupational injury and illness;
  - (c) identify and appropriately manage work and work practices which impact on OH&S;
  - (d) provide a rehabilitation system for workers affected by occupational injury or illness; and
  - (e) consider the impact of changes to work practices and staffing on occupational health and safety.
- 65.1.3** OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

#### **65.2 OH&S consultation**

- 65.2.1** Consultative mechanisms appropriate to the Employer will be established to address OH&S issues. Such mechanisms will be:
- (a) in accordance with the *Occupational Health & Safety Act 2004* (Vic);

- (b) established in consultation with Employees and their Health and Safety Representatives; and
- (c) consistent with the Employer's agreed issue resolution procedures and the rights and functions of Health and Safety Representatives, consistent with the *Occupational Health & Safety Act 2004* (Vic).

**65.2.2** Where an OH&S committee is established at least half the members shall be Employees, including Health and Safety Representatives.

**65.2.3** The OH&S committee must operate within the requirements of the *Occupational Health & Safety Act 2004* (Vic).

**65.2.4** A CPSU Workplace representative may attend local OH&S committee meetings (by giving notice) from time to time.

### **65.3** OH&S training

**65.3.1** Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures.

**65.3.2** The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

### **65.4** Designated Work Groups

**65.4.1** The Victorian Institute of Teaching will review the Designated Work Groups (DWGs), and negotiate revised DWGs where appropriate through workplace CPSU/ management consultative structures.

**65.4.2** The CPSU will be notified of vacancies for Health and Safety Representatives in DWGs where the majority of DWG Employees are eligible to be members of the CPSU.

**65.4.3** Each elected Health and Safety Representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to regularly inspecting workplaces (as defined by their designated work group), consulting with Employees in their DWGs, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.

**65.4.4** The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected Health and Safety Representatives for identified DWGs. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.

**65.4.5** To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a central register of DWG's and their Health and Safety Representatives. The register will be maintained by the Employer from information provided on a quarterly basis from the workplace.

**65.4.6** Information from the updated register will be provided periodically (quarterly) in electronic format to the CPSU. The information provided will be in accordance with the *Information Privacy Act 2000* (Vic). Where possible, this information will include:

- (a) a description, including the location, of each DWG within The Victorian Institute of Teaching;
- (b) the name of each elected Health and Safety Representative their workplace contact details and email address;
- (c) the date the Health and Safety Representative was elected;

- (d) a description of the training the OH&S representative has attended and the date of attendance;
- (e) the name and contact details of the nominated management representative responsible for each DWG;
- (f) details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

**65.5 Bullying and violence at work**

The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace.

**65.6 Staff support & debriefing**

**65.6.1** The Employer will provide staff support and debriefing to Employees who have experienced a "critical incident" during the course of the work that results in personal distress. The Employer is committed to assisting the recovery of staff experiencing normal distress following a critical incident with the aim of returning staff to their pre-incident level of functioning as soon as possible.

**65.6.2** A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in a person who was involved in or witnessed such an incident.

**65.6.3** Critical incidents in the workplace environment include, but are not limited to:

- aggravated assaults;
- robbery;
- suicide or attempted suicide;
- murder;
- sudden or unexpected death;
- hostage or siege situations;
- discharge of firearms;
- vehicle accidents involving injury and/or substantial property damage;
- acts of self harm by persons in the care of others;
- industrial accidents involving serious injury or fatality; and
- any other serious accidents or incidents.

**66. INDUSTRIAL RELATIONS/OCCUPATIONAL HEALTH AND SAFETY TRAINING**

**66.1** An Employee who has been nominated by the CPSU and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect the operations of the Employer.

**66.2** The Employee may be granted the leave specified in [clause 66.1](#) where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

**66.3** 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 subject to the total leave taken in that year and in the subsequent year not exceeding ten days.

**66.4** An Employee, upon election as a Health and Safety Representative, shall be granted up to five days paid leave, as soon as practicable after election, to undertake an appropriate introductory Health and Safety Representative's course from a training organisation of his or her choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this [clause 66.4](#) must only be granted to an Employee on one occasion and is additional to any other leave granted under this clause.



**66.5** Additional paid leave may be approved for Health and Safety Representatives to attend training approved by the Victorian Workcover Authority under the *Occupational Health and Safety Act 2004* (Vic), which is relevant to the functions of the Designated Work Group.

**67. FACILITIES, EQUIPMENT AND ACCOMMODATION - GENERAL**

**67.1** The Employer shall provide Employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.

**67.2** The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

**67.3** Guidelines setting out the recommended standards are contained in the Worksafe's *Workplace Amenities and Work Environment Compliance Code* and the *First Aid in the Workplace Compliance Code*. The Guidelines do not form part of this Agreement.

## **PART 9 - AGREEMENT COMPLIANCE AND WORKPLACE RELATED MATTERS**

### **68. PROTECTION AND FACILITIES FOR ACCREDITED CPSU REPRESENTATIVES**

#### **68.1 Protection**

**68.1.1** An Employee shall not be dismissed or injured in his or her employment or have his or her employment altered to his or her prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of his or her status as an Accredited Representative of a union, engagement in lawful activities as an authorised representative of a union or on the basis of his or her membership of a union or participation in lawful union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

**68.1.2** An Employer party to this Agreement shall not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

#### **68.2 Facilities**

**68.2.1** An Accredited Representative of the Union shall be released by his or her Employer from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the FW Act. Such release must not unduly affect the operations of the Employer.

**68.2.2** Members of the CPSU shall be permitted by the Employer to post written material authorised by the CPSU in a place within the workplace to which CPSU members have convenient access, and to distribute such written material by appropriate means to CPSU members.

**68.2.3** Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the CPSU, provided that such communication is not offensive or improper.

#### **68.3 CPSU SPSF Victorian Branch Council Members**

**68.3.1** CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the Union will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.

**68.3.2** Additional paid leave will be granted to CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:

- (a) Federal Executive and Federal Council meetings of the CPSU; and
- (b) the Australian Council of Trade Unions' triennial conference.

**68.3.3** On application, the Employer shall grant leave without pay to an Employee for the purposes of secondment to work for the Union.

### **69. RIGHT OF ENTRY**

**69.1** Subject to [clause 69.3](#), a duly Accredited Representatives of the Union will be permitted access to the workplace for the purposes of holding discussions with any Employees who wish to participate in those discussions.

**69.2** Subject to [clause 69.3](#), after giving prior notice to the Employer, the Accredited Representative of the Union may enter the premises and shall adhere to the principle that Employees are not to be hindered or obstructed in the performance of work.

**69.3** In order to avoid doubt, **clauses 69.1** and **69.2** shall only be exercised in accordance with Part 3-4 of the FW Act (which deals with right of entry).

**70. ONE OFF SIGN ON BONUS**

**70.1** Employees (other than casual Employees) employed by the Employer at or after the date of commencement of this Agreement who received a salary on 31 March 2017, together with Employees absent during the first 52 weeks of Parental Leave, will receive a lump sum payment of \$1,200 (or pro rata equivalent for part time Employees).

**70.2** The Employee's ordinary hours for calculating the pro rata amount will be averaged over the three months immediately preceding 31 March 2017.

**71. SIGNATORIES**

**SIGNED** for and on behalf of **THE VICTORIAN INSTITUTE OF TEACHING** by authorised officer:

*Fran Cosgrove*  
Signature

**MELANIE SABA** (or representative)

**A / FRAN COSGROVE**  
Chief Executive Officer, Victorian Institute  
of Teaching

Level 9, 628 Bourke St, Melbourne 3000

Witness

*Jamie My*

Name of Witness

*Danielle Meagher*

**SIGNED** for and on behalf of the **CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION** by its authorised officer:

Signature

**KAREN BATT** (or representative)

Secretary, CPSU/SPSF Victorian Branch

Level 4/128 Exhibition St, Melbourne 3000

Witness

Name of Witness

*Judith Leon*

Signature

**JUDITH LEON**

**[INSERT NAME(S)]**

Employee Covered by the Agreement

Employee Bargaining Representative

Level 24, 570 Bourke St, Melbourne 3000

Witness

Name of Witness

*Jamie My*  
*Danielle Meagher*

Witness

Signature

**[INSERT NAME(S)]**

Employee Covered by the Agreement

Employee Bargaining Representative

Level 24, 570 Bourke St, Melbourne 3000

Name of Witness

**Schedule A**

**SALARIES - VICTORIAN INSTITUTE OF TEACHING EFFECTIVE 31 MARCH 2017**

	Grade		Value Range		Progression Steps/ Salary Points
<b>VIT OFFICER</b>	1	1.1	\$43657 - \$46345	1.1.5	\$43,657
				1.1.6	\$44,552
				1.1.7	\$45,451
				1.1.8	\$46,345
	2	2.1	\$47841 - \$54638	2.1.1	\$47,841
				2.1.2	\$48,810
				2.1.3	\$49,783
				2.1.4	\$50,755
				2.1.5	\$51,724
				2.1.6	\$52,696
				2.1.7	\$53,667
				2.1.8	\$54,638
		2.2	\$55607 - \$61437	2.2.1	\$55,607
				2.2.2	\$56,581
				2.2.3	\$57,552
				2.2.4	\$58,523
				2.2.5	\$59,493
				2.2.6	\$60,465
	3	3.1	\$62780 - \$69505	3.1.1	\$62,780
				3.1.2	\$64,125
				3.1.3	\$65,470
				3.1.4	\$66,814
				3.1.5	\$68,158
		3.2	\$70848 - \$76227	3.2.1	\$70,848
				3.2.2	\$72,192
				3.2.3	\$73,539
				3.2.4	\$74,882
				3.2.5	\$76,227
4	4.1	\$77721 - \$88183	4.1.1	\$77,721	
			4.1.2	\$79,465	
			4.1.3	\$81,208	
			4.1.4	\$82,950	
			4.1.5	\$84,696	
			4.1.6	\$86,439	
			4.1.7	\$88,183	
<b>SENIOR OFFICER</b>	5	5.1	\$89677 - \$99089		\$2,687
		5.2	\$99090 - \$108502		
	6	6.1	\$109996 - \$128596		\$3,395
		6.2	\$128597 - \$147195		
<b>SENIOR TECHNICAL SPECIALIST</b>	7	7.1	\$149402 - \$167331		\$5,574
		7.2	\$167334 - \$185259		
	7.3	\$185260 - \$203188			

**SALARIES - VICTORIAN INSTITUTE OF TEACHING EFFECTIVE 31 MARCH 2018**

	Grade		Value Range		Progression Steps/ Salary Points
<b>VIT OFFICER</b>	1	1.1	\$45076 - \$47851	1.1.5	\$45,076
				1.1.6	\$46,000
				1.1.7	\$46,928
				1.1.8	\$47,851
	2	2.1	\$49396 - \$56414	2.1.1	\$49,396
				2.1.2	\$50,396
				2.1.3	\$51,401
				2.1.4	\$52,405
				2.1.5	\$53,405
				2.1.6	\$54,409
				2.1.7	\$55,411
				2.1.8	\$56,414
		2.2	\$57414 - \$63434	2.2.1	\$57,414
				2.2.2	\$58,420
				2.2.3	\$59,422
				2.2.4	\$60,425
				2.2.5	\$61,427
				2.2.6	\$62,430
	3	3.1	\$64820 - \$71764	3.1.1	\$64,820
				3.1.2	\$66,209
				3.1.3	\$67,598
				3.1.4	\$68,985
				3.1.5	\$70,373
		3.2	\$73151 - \$78704	3.2.1	\$73,151
				3.2.2	\$74,538
				3.2.3	\$75,929
				3.2.4	\$77,316
				3.2.5	\$78,704
4	4.1	\$80247 - \$91049	4.1.1	\$80,247	
			4.1.2	\$82,048	
			4.1.3	\$83,847	
			4.1.4	\$85,646	
			4.1.5	\$87,449	
			4.1.6	\$89,248	
			4.1.7	\$91,049	
<b>SENIOR OFFICER</b>	5	5.1	\$92592 - \$102309		\$2,774
		5.2	\$102310 - \$112028		
	6	6.1	\$113571 - \$132775		\$3,505
		6.2	\$132776 - \$151979		
<b>SENIOR TECHNICAL SPECIALIST</b>	7	7.1	\$154258 - \$172769		\$5,755
		7.2	\$172772 - \$191280		
	7.3	\$191281 - \$209792			

**SALARIES - VICTORIAN INSTITUTE OF TEACHING EFFECTIVE 31 MARCH 2019**

	Grade		Value Range		Progression Steps/ Salary Points
<b>VIT OFFICER</b>	<b>1</b>	1.1	\$46541 - \$49406	1.1.5	\$46,541
				1.1.6	\$47,495
				1.1.7	\$48,453
				1.1.8	\$49,406
	<b>2</b>	2.1	\$51001 - \$58247	2.1.1	\$51,001
				2.1.2	\$52,034
				2.1.3	\$53,072
				2.1.4	\$54,108
				2.1.5	\$55,141
				2.1.6	\$56,177
				2.1.7	\$57,212
				2.1.8	\$58,247
		2.2	\$59280 - \$65496	2.2.1	\$59,280
				2.2.2	\$60,319
				2.2.3	\$61,353
				2.2.4	\$62,389
				2.2.5	\$63,423
				2.2.6	\$64,459
	<b>3</b>	3.1	\$66927 - \$74096	3.1.1	\$66,927
				3.1.2	\$68,361
				3.1.3	\$69,795
				3.1.4	\$71,227
				3.1.5	\$72,660
		3.2	\$75528 - \$81262	3.2.1	\$75,528
				3.2.2	\$76,960
				3.2.3	\$78,397
				3.2.4	\$79,829
				3.2.5	\$81,262
<b>4</b>	4.1	\$82855 - \$94008	4.1.1	\$82,855	
			4.1.2	\$84,715	
			4.1.3	\$86,572	
			4.1.4	\$88,429	
			4.1.5	\$90,291	
			4.1.6	\$92,149	
			4.1.7	\$94,008	
<b>SENIOR SENIOR OFFICER</b>	<b>5</b>	5.1	\$95601 - \$105634	\$2,864	
		5.2	\$105635 - \$115669		
	<b>6</b>	6.1	\$117262 - \$137090	\$3,619	
		6.2	\$137091 - \$156918		
<b>SENIOR TECHNICAL SPECIALSIT</b>	<b>7</b>	7.1	\$159271 - \$178384	\$5,942	
		7.2	\$178387 - \$197497		
	7.3	\$197498 - \$216610			

**SALARIES - VICTORIAN INSTITUTE OF TEACHING EFFECTIVE 31 MARCH 2020**

	Grade		Value Range		Progression Steps/ Salary Points
<b>VIT OFFICER</b>	1	1.1	\$48054 - \$51012	1.1.5	\$48,054
				1.1.6	\$49,039
				1.1.7	\$50,028
				1.1.8	\$51,012
	2	2.1	\$52659 - \$60140	2.1.1	\$52,659
				2.1.2	\$53,725
				2.1.3	\$54,797
				2.1.4	\$55,867
				2.1.5	\$56,933
				2.1.6	\$58,003
				2.1.7	\$59,071
				2.1.8	\$60,140
		2.2	\$61207 - \$67625	2.2.1	\$61,207
				2.2.2	\$62,279
				2.2.3	\$63,347
				2.2.4	\$64,417
				2.2.5	\$65,484
				2.2.6	\$66,554
	3	3.1	\$69102 - \$76504	3.1.1	\$69,102
				3.1.2	\$70,583
				3.1.3	\$72,063
				3.1.4	\$73,542
				3.1.5	\$75,021
		3.2	\$77983 - \$83903	3.2.1	\$77,983
				3.2.2	\$79,461
				3.2.3	\$80,945
				3.2.4	\$82,423
				3.2.5	\$83,903
4	4.1	\$85548 - \$97063	4.1.1	\$85,548	
			4.1.2	\$87,468	
			4.1.3	\$89,386	
			4.1.4	\$91,303	
			4.1.5	\$93,225	
			4.1.6	\$95,144	
			4.1.7	\$97,063	
<b>SENIOR OFFICER</b>	5	5.1	\$98708 - \$109067	\$2,957	
		5.2	\$109068 - \$119428		
	6	6.1	\$121073 - \$141545	\$3,737	
		6.2	\$141546 - \$162018		
<b>SENIOR TECHNICAL SPECIALIST</b>	7	7.1	\$164447 - \$184181	\$6,135	
		7.2	\$184185 - \$203916		
	7.3	\$203917 - \$223650			



## Schedule B

### GRADE DESCRIPTORS

The classification of each grade is based on the level of the work undertaken and encompasses the elements of decision-making, communication and knowledge and proficiency. The Grade and Value Range descriptors group generic functions under the categories of Policy and Projects, Administrative and Corporate Support, Operational Service Delivery and Technical/Specialist roles.

Grade level descriptors, set out below, provide an indicative summary of the entry point of each Grade as a guide.

The Value Range descriptors then provide further detail on work value within each Grade. Not all elements of each Value Range are required to satisfy the requirements of the Grade/Value Range, but should be considered on the basis of best fit to describe the work. In Grades with a number of Value Ranges, the first Value Range provides the base, to which relevant elements from the second value range must be added for the purposes of advancement to this level.

#### Grade 1

##### Work Environment:

- Undertake specific and defined tasks within established rules under close supervision
- Communication is mainly focused on routine issues that may require an understanding of the operational context
- Focus is on learning, developing and refining work skills

##### Typical Functions:

- Perform routine administrative tasks
- Provide routine information, such as standard information and explanations, to clients and members of the public
- Perform routine service delivery functions
- Operate and maintains tools and equipment appropriate to the function and level of qualification
- Assist technicians, scientists and specialists in tasks that are straightforward

#### Grade 2

##### Work Environment:

- Applies rules, processes and standards under general supervision
- Judgement is required to solve problems arising in own work program
- Explains rules, procedures and operational policies to individual clients or colleagues
- Understands and applies theoretical principles, under supervision, to achieve defined outcomes

##### Typical Functions:

- Collect data, undertakes basic analysis and prepares simple reports
- Provide office support through activities such as using and maintaining standard office equipment and software
- Provide standard services under general supervision and within a defined service delivery framework
- Conduct routine scientific, technical or specialist procedures and data collection, collation and analysis
- Deliver information services to the general public or clients, including initial advice and referral
- Draft routine internal reports and correspondence

### Grade 3

#### Work Environment:

- Exercises professional judgement about the application of rules, or the selection of choices within guidelines
- Initiates improvements to procedures within the work area
- Analysis and advice contributes to decision making by others
- Explains concepts and policies to clients, stakeholders and staff
- Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers
- Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations

#### Typical Functions:

- Conduct projects of defined scope under direction
- Lead a team appropriate to the role
- Maintains corporate databases and completes analysis
- Investigate and assess actions by individuals or organisations against legislation, rules, regulations, service agreements
- Assess client needs and delivers a range of services in complex situations
- Conduct small to medium scientific, technical or specialist projects defined by others
- Prepare briefs on sensitive issues for consideration of others

### Grade 4

#### Work Environment:

- Innovative thinking is an inherent feature of the job
- Applies negotiation persuasion and motivation skills to manage staff and stakeholders
- Applies sound theoretical and practical expertise in development of policy options
- Interprets and applies business plans and policies to own area of responsibility
- Resolves operational service delivery problems consistent with program objectives

#### Typical Functions:

- Research and develop recommendations in a specific field of expertise
- Contribute to strategic policy development within a specific field of expertise
- Manage multi-disciplinary project teams
- Lead a larger or complex corporate support work unit
- Provide specialist administrative and corporate support expertise
- Determine operational service delivery plans based on accepted standards
- Undertake complex or technical investigations and makes recommendations for action
- Manage a scientific, technical or specialist team and/or projects
- Prepare reports, briefs and correspondence on complex issues that impact at program or organisational level

### Grade 5

#### Work Environment:

- Decisions often impact upon staff, peers and clients outside the immediate work area
- Advice and analysis influences policy development
- Accountable for work organisation, the allocation of resources within and the outputs required of the work area
- Innovative thinking and analysis influences developments within area of responsibility
- Specialist in an area of their profession and relied on for advice in this field

#### Typical Functions:

- Formulate policy options and advice
- Manage and leads projects

- Provide high level expertise dealing with more complex issues in a specialised corporate support function
- Manage cross-functional delivery within a defined service
- Provide specialist professional services or advice
- Initiate research and analysis within an area of expertise consistent with organisational objectives
- Negotiate with stakeholders and peers

## Grade 6

### Work Environment:

- Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives
- High level expertise in the field or discipline
- Identifies and responds to new and emerging strategic issues impacting on the operating environment
- Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs
- Participates in strategic planning and contributes to strategic decision making process

### Typical Functions:

- Responsible for operational policy or service development impacting on a major functional area
- Routinely advise senior stakeholders on policy issues and solutions within a functional area
- Manage an area with significant budget, staff responsibilities or strategic importance
- Manage a large scale organisational service or regional delivery function
- Develop briefs on highly complex issues that provide options for decision at the highest level within an organisation
- Initiate and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines

## Senior Technical Specialist:

### Work Environment:

The Senior Technical Specialist category covers only those jobs that require the highest level of specialist professional expertise within the Victorian Institute of Teaching.

Senior Technical Specialists can be distinguished from other classifications or categories as follows:

#### *Executive Officer*

In contrast to the Executive Officer, Senior Technical Specialists are not expected to take a broad, ongoing leadership role in the Victorian Institute of Teaching; they work within a particular field of expertise. Senior Technical Specialists achieve their goals through utilising specific academic knowledge, extensive industry and subject matter expertise. They inspire and stimulate others through exercising these professional skills.

While the executive role require qualifications and experience in a particular field or discipline, in contrast with Senior Technical Specialists, the executive does not utilise these attributes as a vocation; rather, their experience informs their management of others in achieving organisational goals.

#### *Other Staff*

There may be other staff within the Victorian Institute of Teaching, who work in the same field or discipline, as the Senior Technical Specialist but the Senior Technical Specialist tends to be unique in nature. They are the primary agency or the Victorian Institute of Teaching expert or 'head of discipline' within their area of expertise.

Senior Technical Specialists undertake projects and endeavours of significantly greater complexity than other non-executives. STS projects are major Government initiatives and

carry a far greater risk to Government than a non-executive would typically be expected to manage. The nature of the required expertise means that the recruitment market is very limited.

**Typical functions:**

While some Victorian Institute of Teaching jobs will have one or more of the Specialist Professional category qualities, jobs only meet the Specialist Technical Specialist standard if they are consistent with the following:

- The role is commonly recognised as a profession;
- The primary focus of the role is practising the profession at the expert level;
- Where the role includes managing others, the focus is on providing leadership, guidance and inspiration within the profession or discipline;
- The job represents the highest level of expertise in the Victorian Institute of Teaching within the specific field;
- The job requires recognition as an expert within the particular field;
- The level of expertise and specialisation is rare within the Victorian Institute of Teaching and, as a general rule, the field.

## Schedule C

### VICTORIAN INSTITUTE OF TEACHING CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS

Table 1.1: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A
<b>Accountability and Frameworks</b>	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> <li>clear and detailed instructions are provided; tasks are covered by standard procedures;</li> <li>deviation from procedures or unfamiliar situations are referred to higher levels; and</li> <li>work is regularly checked</li> </ul> <p>Influences own daily work priorities and schedules under direction of supervisor</p> <p>Accountable for accuracy and</p>	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p> <p>Analysis and advice contributes to decision making by others</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/ or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation</p>

	timeliness of outputs			Manages budget and resources for the work area		
<b>Innovation and Originality</b>	The focus is on maintaining existing systems and processes  Identifies opportunities to improve own efficiency and suggests these to supervisor	Judgement is required to solve problems arising in own work program  Takes initiative to recommend improved processes in immediate work area	Creatively deals with problems within the work area	Initiates improvements to procedures within the work area	Assesses and responds to policy and process changes in the work area  Identifies and applies developments within professional field to problem solving within the work area	Innovative thinking is an inherent feature of the job  Defines the appropriate methodology in the analysis of policy or research options
<b>Communication</b>	<b>1.1B</b>	<b>2.1B</b>	<b>2.2B</b>	<b>3.1B</b>	<b>3.2B</b>	<b>4.1B</b>
	Provides and receives routine information  Communication is mainly focused on routine issues that may require an understanding of the operational context	Explains rules, procedures and operational policies to individual clients or colleagues  Presents routine information to small groups and provides feedback to organisation  Draft routine internal reports and correspondence  Liaises with stakeholders, clients and external providers of goods and services  Suggests alternative approaches to	Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups  Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	May lead a team through activities including individual and team performance management and development  Explains concepts and policies to clients, stakeholders and staff  Plans, leads and facilitates information sessions and consultative processes in a range of settings  Prepares briefs on sensitive issues for consideration of others	Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues  Prepares complex operational reports requiring in-depth factual analysis	Conveys specialist concepts and policies to clients, staff and stakeholders  Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level  Develops and implements operational communication and consultation strategies on specific projects  Applies negotiation persuasion and motivation skills to

		clients or stakeholders Understands procedures for effectively dealing with people exhibiting challenging behaviours		Draft public communication documents Communicates issues and advocates a preferred case or option to stakeholders Communicate professional/ technical concepts and advice Provides communication guidance to less experienced colleagues Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers		manage staff and stakeholders
<b>Knowledge and Proficiency</b>	<b>1.1C</b>	<b>2.1C</b>	<b>2.2C</b>	<b>3.1C</b>	<b>3.2C</b>	<b>4.1C</b>
	Focus is on learning, developing and refining work skills Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and	Understands and applies theoretical principles, under supervision, to achieve defined outcomes Develops knowledge of established techniques and	Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations Local reference point in operational	Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations Authoritative in application of processes and	Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field Applies understanding of interrelationships	Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving Applies sound theoretical and practical expertise in

	<p>develops practical application of these skills</p> <p>Requires understanding of general office work routines and procedures</p> <p>Acquire and apply proficiency in standard office equipment and computer applications</p>	<p>organisational processes</p> <p>Proficient in use of software or technical equipment</p> <p>Knowledge of legislation, regulations, policies and processes relevant and specific to the role</p>	<p>processes and procedures</p>	<p>policy relevant to the work unit</p> <p>Knowledge of relevant legislation, regulations, policies and processes</p>	<p>between stakeholders and/or other work units to achieve local objectives</p>	<p>development of policy options</p> <p>Authoritative in application of processes</p>
<b>Policy and Projects</b>	<b>1.1D</b>	<b>2.1D</b>	<b>2.2D</b>	<b>3.1D</b>	<b>3.2D</b>	<b>4.1D</b>
	<p>Provides administrative support to policy and projects, consistent with the support elements described in 1.1B</p>	<p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and prepares simple reports</p>	<p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction or coordinates project steps</p> <p>Contributes to operational service delivery policy development</p>	<p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others</p> <p>Conducts projects of defined scope under direction</p> <p>Obtains, summarises and reports on stakeholder views</p>	<p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects under direction</p> <p>Contributes to planning on large projects</p>	<p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and implements operational policy which impacts the immediate work area</p> <p>Contributes to strategic policy development within a specific field of expertise</p> <p>Manages projects, usually under limited direction</p> <p>Contributes expertise to a team</p>



						<p>working on complex projects</p> <p>Prepares project scopes and briefs within broad parameters</p> <p>Manages multi-disciplinary project teams</p>
<b>Administrative and Corporate Support</b>	<b>1.1E</b>	<b>2.1E</b>	<b>2.2E</b>	<b>3.1E</b>	<b>3.2E</b>	<b>4.1E</b>
	<p>Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork</p>	<p>Provides office support through activities such as using and maintaining standard office equipment and software</p> <p>Drafts routine correspondence and minutes</p> <p>Organises routine meetings and small functions</p> <p>Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1B</p>	<p>Responsible for office support services and systems for a work unit</p> <p>Documents meeting outcomes in more complex situations</p> <p>Provides support to contract administration</p> <p>Demonstrates problem solving in processing work</p> <p>Create and maintains local databases or reporting systems utilising standard software</p> <p>Analyse standard reports and data to identify exceptions</p>	<p>May lead a corporate support team</p> <p>Manages team performance through activities such as monitoring and reporting</p> <p>Maintains corporate databases and completes analysis</p> <p>Monitors and administers straight forward, local contracts and service agreements within a well-defined service delivery framework</p>	<p>Prepares and analyses reports from corporate databases to support decision making in the broader work area</p> <p>Develops local databases or reporting systems</p> <p>Negotiate straight forward, local contracts and service agreements</p>	<p>Leads a larger or complex corporate support work unit</p> <p>Provides specialist administrative and corporate support expertise</p> <p>Negotiates and manages straight forward, corporate contracts and service agreements</p> <p>Drafts reports and recommendations by interpreting and analysing data</p>
<b>Operational Service Delivery</b>	<b>1.1F</b>	<b>2.1F</b>	<b>2.2F</b>	<b>3.1F</b>	<b>3.2F</b>	<b>4.1F</b>

	<p>Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications and individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>Supervises a service delivery team</p> <p>Assesses client needs and delivers a range of services in complex situations investigates and assesses actions by individuals or organisations against legislation, rules, regulations and service agreements</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>Reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>
<b>Technical/Specialist</b>	<b>1.1G</b>	<b>2.1G</b>	<b>2.2G</b>	<b>3.1G</b>	<b>3.2G</b>	<b>4.1G</b>
	Assists technicians, scientists and specialists in tasks that are straightforward and use established	Conducts routine scientific, technical or specialist procedures and data	Modifies routine scientific, technical or specialist procedures to a limited specification	Conducts small to medium scientific, technical or specialist projects defined by others	Plan small to medium scientific, technical or specialist projects	Manages a scientific, technical or specialist team and/or projects

	<p>techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desk-top studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>
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**Table 1.2: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6**

Value Range	Grade 5		Grade 6	
	VR 1 5.1A	VR 2 5.2A	VR 1 6.1A	VR 2 6.2A
<b>Decision Making</b>	Decisions often impact upon staff, peers and clients outside the immediate work area	Decisions may set precedents for peers	Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities	Develops policies, programs and initiatives that impact on programs or major functional areas
<b>Rules, Guidelines, and Frameworks</b>	Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework	Develops business plans to deliver on evolving organisational priorities	Participates in strategic planning and contributes to strategic decision making process	Required to interpret general policy framework to make decisions in the absence of definitive operational policies
	Advice and analysis influences policy development		Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans	
	Contributes to strategic business planning			
	Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues			
	Accountable for work organisation, the allocation of resources within and the outputs required of the work area			
<b>Innovation and Originality</b>	Innovative thinking and analysis influences developments within area of responsibility	Solutions and thinking may advance organisational innovation or occupational/professional knowledge	Identifies and responds to new and emerging strategic issues impacting on the operating environment	Contributes advanced expertise and knowledge to strategic planning and decision making processes
		Creatively develops options in a changing organisational environment		

**Table 1.2: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6**

	<b>Grade 5</b>		<b>Grade 6</b>	
<b>Value Range Communication</b>	<b>VR 1 5.1B</b>	<b>VR 2 5.2B</b>	<b>VR 1 6.1B</b>	<b>VR 2 6.2B</b>

Initiates and maintains relationships with peer and senior internal and external stakeholders	Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement	Purpose of communication may be to resolve complex issues through a process of consultation and negotiation	Is required to use formal and informal channels to influence organisation or program management to achieve goals
Focuses on understanding stakeholder issues	Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels	Prepares technical reports at an authoritative level	Influences stakeholders holding competing priorities and views
Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice	Manages consultation processes including engagement with key stakeholders.	Develops briefs on highly complex issues that provide options for decision within an organisation	Briefs high level stakeholders in own area of expertise in a variety of forums
Prepares technical reports at an advanced professional level	Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice	Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines	Operates with loosely defined hierarchies of decision-making
	Is influential in negotiations with external suppliers of major services	Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required	Negotiates to resolve differences to achieve agreement to project/program
		Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience	May be required to negotiate on the spot, often on the basis of limited information
		Represents own work area with external stakeholders, and effectively manages feedback	
		Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager	
		Focuses on understanding stakeholder issues and	

**Table 1.2: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6**

Value Range	Grade 5		Grade 6	
	VR 1	VR 2	VR 1	VR 2
			influencing their views	
			Provides authoritative expert advice on complex issues within own area	
<b>Policy and Projects</b>	<b>5.1C</b>	<b>5.2C</b>	<b>6.1C</b>	<b>6.2C</b>
	Formulates policy options and advice	Advocates policy options	Responsible for operational policy or service development impacting on a major functional area	Responsible for operational policy or service development that has significant impact across functional areas
	Develops project briefs consistent with business plan direction	Manages and leads complex projects	Responsible for implementation of endorsed strategic policy within the functional area	Responsible for implementation of endorsed strategic policy across functional areas
	Manages and leads projects		Routinely advises senior stakeholders on policy issues and solutions within a functional area	Area of expertise and responsibility is complicated by the scale and difficulty of the issues
	Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision			Manages major projects for the organisation
				Provides policy advice to government, senior levels of the organisation and key external stakeholders
<b>Administrative and Corporate Support</b>	<b>5.1D</b>	<b>5.2D</b>	<b>6.1D</b>	<b>6.2D</b>
	Manages a discrete function with limited budget or staff responsibilities	Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues	Manages an area with significant budget, staff responsibilities or strategic importance	Provides leadership and guidance based on advanced expertise
	Provides high level expertise			Manages a range of

**Table 1.2: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6**

Value Range	Grade 5		Grade 6	
	VR 1	VR 2	VR 1	VR 2
	dealing with more complex issues in a specialised corporate support function	Provides professional leadership in a specialised corporate support function	Contributes to strategic corporate initiatives and is responsible for implementation	strategic corporate functions, each with significant budget, staff responsibilities or strategic importance  Leads strategic corporate initiatives
<b>Operational Service Delivery</b>	<b>5.1E</b>	<b>5.2E</b>	<b>6.1E</b>	<b>6.2E</b>
	Manages cross-functional delivery within a defined service  Develops service plans and delivery standards for the area of responsibility  Determines service delivery resource allocation  Provides specialist professional services or advice	Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues  Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	Manages a large scale organisational service or regional delivery function  Develops service delivery models within business plans and objectives  Provides highly specialist services or expert advice on service delivery	Provides leadership and guidance based on advanced expertise  Develops complex or specialised service delivery models  Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects
<b>Technical Specialist</b>	<b>5.1F</b>	<b>5.2F</b>	<b>6.1F</b>	<b>6.2F</b>
	Specialist in an area of their profession and relied on for advice in this field  Undertakes complex independent scientific, technical or specialist work and analysis  Initiates research and analysis within an area of expertise consistent with organisational objectives	Provides leadership and guidance to other specialists in the field  Contributes to the development of standards relating to the sector, program or profession	Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs  Routinely advises senior levels of the organisation on policy issues and solutions within a functional area	Area of expertise and responsibility is complicated by the scale and difficulty of the issues  Provides leadership and guidance based on advanced expertise



**Table 1.2: VIT Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6**

Value Range	Grade 5		Grade 6	
	VR 1	VR 2	VR 1	VR 2
			Develop technical or professional standards for the organisation	
<b>Knowledge and Proficiency</b>	<b>5.1G</b>	<b>5.2G</b>	<b>6.1G</b>	<b>6.2G</b>
	Uses specialist knowledge within a confined field to challenge policies and professional concepts. Applies complex concepts to policy development or research	Modifies and applies concepts to new situations that may impact beyond the immediate work area	Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives	Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives
	Provides leadership in the adaptation and application of concepts to operational matters within local work area	Provides leadership in the application of concepts to policy development	Applies complex concepts drawn from non-related fields to address policy issues	High level expertise in the program area
	Models high level leadership attributes		High level expertise in the field or discipline	High level expertise in a field or discipline that is critical to the program or organisation

**Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist**

Value Range	VR 1	VR 2	VR 3
	7.1A	7.2A	7.3A

	<p>Leads highly specialised professional research, Provides professional leadership in a major program or field of research</p> <p>Manages a significant professional research institute or function with significant resource management responsibilities</p> <p>Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program</p> <p>Responsible for quality professional outcomes of work</p> <p>Understands the implications of the work and its impact on/contribution to Departmental or Government policy</p> <p>Provides professional leadership and development of staff in area of professional expertise</p> <p>Influences departmental policy direction and may develop or change policy as a result of specialised work or research.</p> <p>Responsible for the quality professional outcomes of major projects</p> <p>Departmental and Statewide reputation is associated with positions at this level</p>	<p>This value range is characterised by work consistent with that expressed in Value range 1 with broader scope, complexity and impact</p> <p>Provides authoritative advice and leadership in area of expertise</p> <p>Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency</p> <p>Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise</p> <p>Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals</p>	<p>Regarded as having the highest level of expertise within the Agency and is recognised nationally and internationally in narrower fields</p> <p>Expertise is of primary importance to the Department/Government</p> <p>Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise</p> <p>Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects</p>
<b>Decision Making</b>	<b>7.1B</b>		
<b>Accountability and Frameworks</b>	<p>Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards</p> <p>Generates strategic directions and programs for the agency or the sector</p> <p>Develops strategic frameworks for research or</p>		

**Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist**

<b>Value Range</b>	<b>VR 1</b>	<b>VR 2</b>	<b>VR 3</b>
	<p>industry development</p> <p>Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour</p> <p>Outcomes directly affect external perceptions of the Department by Government and the community</p> <p>Influences the national and international debate in the profession/ field of expertise</p>		
<b>Innovation and Originality</b>	<b>7.1C</b>		
	<p>Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects</p> <p>Identifies and responds to new and emerging issues in the field and their longer term implications for the State</p>		
<b>Communication</b>	<b>7.1D</b>	<b>7.2D</b>	<b>7.3D</b>
	<p>Interacts with executives/ professional staff within the organisation and with other experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned</p>	<p>Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>Initiates and negotiates joint research programs with universities and other agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and ontime</p>

	<p>Close interaction with other professionals in the field</p> <p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>		
<b>Knowledge and Proficiency</b>	<b>7.1E</b>		
	<p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p> <p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2018/58**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Peter Corcoran, Chief Executive Officer for the Victorian Institute of Teaching, give the following undertakings with respect to the *Victorian Institute of Teaching Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by the Victorian Institute of Teaching to provide this undertaking in relation to the application before the Fair Work Commission.

2. Clause 15.4.1 of the Agreement is to be replaced as follows:

**15.4 Abandonment of employment**

**15.4.1** If an Employee is absent for more than 20 working days:

- (a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- (b) without the permission of the Employer; and
- (c) without contacting the Employer to provide an explanation for the absence;
- (d) the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.

**15.4.2** Notwithstanding the above, if an Employee's employment is terminated at the Employer's initiative, the Employer will provide notice of termination in accordance with the NES.

3. Clause 34.6.4 to be replaced as follows:

**34.6.4** Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked, paid at the overtime rate applicable to the overtime when worked.

4. Clause 34.8.2 is to be replaced as follows:

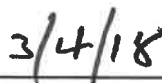
**34.8.2** Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in clause 33, will be compensated at the Employee's ordinary rate. A part-time Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in clause 34.5 above and as per the conditions in clause 34.6.

5. The Employer will not engage shiftworkers during the operation of the Agreement.

6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**Date**