



Community and Public Sector Union/SPSF Group Victorian Branch

Proposed Victorian Public Service Enterprise Agreement 2020

July 2019

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

Introduction

CPSU proposes the following:

- 1.** Terms and conditions set out in the Victorian Public Service Enterprise Agreement 2016 are retained except where expressly stated.
- 2.** Delineation between Section I - Core terms and conditions of employment to apply to entire Victorian public service, and Section II - Agency specific arrangements is retained.
- 3.** Appendices deal with matters relevant to a Department/Agency or where a variation to a core term and condition applies.
- 4.** Redraft where necessary clauses into plain English.
- 5.** Adopt modern award standard formatting and drafting where appropriate.
- 6.** Amend for machinery of government changes
- 7.** Update all legislation references
- 8.** All salary rates to be increased by quantum of salary increase
- 9.** All allowances to be increased by quantum of salary increase
- 10.** All classification structures to be increased by quantum of salary increase

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

Contents

Introduction	3
Section 1 Core Terms and Conditions of Employment	6
Transparent, easy to read modern agreement	6
Secure employment.....	7
Fair pay and conditions.....	7
Fair and inclusive workplaces	10
Regional and rural jobs	11
Creating safer workplaces	11
Gender equality	13
Sustainable workplaces	13
Schedules	14
1. Stop Gendered Violence at Work — VTHC Model Clause	17
2. Operationalising the Gender Pay Equity Principles	21
3. Sustainable Workplaces.....	26

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 Core Terms and Conditions of Employment

Note: CLAUSE = Clause from Victorian Public Service Enterprise Agreement 2016

TITLE	CLAIM	REF
Transparent, easy to read modern agreement		
SDPP outcome – 2016 Agreement	Review agreement content having regard to outcome of SDPP common policies Propose new SDPP clause for the new agreement.	4
Plain English modern terms and conditions of employment	Review agreement clauses for ambiguity and plain English. Review agreement for spelling, grammar, and formatting errors Include relevant modern award terms Remove legacy provisions that no longer apply	
Definitions	Review definitions clause for changes following MOGs and ensure all relevant employers are covered.	2
Term of agreement	To be negotiated	3
Coverage	VPS	4
Legal developments	Review agreement for statute and case law compliance including: • Consultation term • Abandonment of employment • Casual employment conversion	10 15 16
Undertakings	Review agreement with regard to relevant undertakings	
Consultation	Negotiate better consultation arrangements for MOGs, particularly where VPS areas and agreements interact	10

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020

CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
Secure employment		
Fixed term and casual employment	Audit use of fixed term and casual employment Convert fixed term and casual employment to ongoing Streamline renewal process for fixed term employment	15
Probation	Expressly provide that probation cannot be extended without written notification being given prior to the probation period ending	15.4
VPS Jobs and Skills Exchange	Review agreement for operation of VPS Jobs and Skills Exchange	19
Professional development	Renegotiate study leave to incorporate professional development and access to micro-credentialing	62
Fair pay and conditions		
Salary increase	3.5% per annum	26
Annual Leave	Additional week of annual leave	41
Superannuation	Increase superannuation contribution to 12%	33
Classification and Pay structures	Implement timelines for job resizing reviews	23.4
	Review qualifications related to salary minimums	23.5
Progression	Review clause to remove ambiguity, and address concerns raised in SDPP consultation about the evidence relied upon to decide progression outcomes	24
	Review clause in line with Gender Pay Equity principles	
Allowances	Review allowance clauses to ensure intention behind clause mirrors operation	31

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
Overtime	Remove overtime calculation cap. Overtime to be calculated at employee's rate of pay Remove eligibility cap. All classifications to be paid overtime or time in lieu Part time employees to be paid overtime for work outside their agreed hours Introduce 10-hour break after a period of overtime Review overtime clause following MOGs in VicRoads, PTV, DELWP, DOT, and other VPS areas, and standardise overtime across the VPS. Create working party for standardisation of overtime arrangements due to MOGs.	36
Public holidays	Add Friday before the Australian Football League Grand Final, and Easter Sunday to named public holidays Amend Christmas Day substitution arrangements	46
Shift work	Add new night shift rate Add 10-hour break to shift rosters Amend definition of Shift Work to align with undertaking [2016] FWCA 2934, and remove loophole that allows excessive hours	35
Stand-by/Recall Allowance	Update clause for new technology and stand-by arrangements within the VPS Implement obligation for employer to consider work-life balance and OH&S of employees Amend overtime payments to remove overtime calculation cap, and add minimum overtime rate after midnight	31.5
Residential relocation	Expressly provide for relocation entitlements	32
Long service leave	Redraft long service leave to include: • Superior entitlements from Long Service Leave Act 2018 • Portability of service between VPS and wider public sector • Recognition of service for contractors engaged in VPS roles • Improve pro rata access for employees transitioning to retirement	54

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
	- Remove 6-month period for applications for recognition of service - No unreasonable rejection of long service leave	
Personal Leave	Expand eligible use of personal/carer’s leave to medical appointments Implement obligation to notify employee when they are close to exhausting their paid leave entitlements Amend clause for unequal application to shift workers, where a traditional “day” doesn’t correspond to a 10 or 12 hour shift.	47
Special Leave	Create, or amend existing, clause that allows for special leave to be granted for necessary circumstances	63
Misconduct	Remove limitation about when the dispute resolution process can apply Review clause in line with Towards Common Practice misconduct policy	21
Management of Unsatisfactory Work Performance	Remove limitation about when the dispute resolution process can apply	20
Inherent Requirements	Review operation of clauses that relate to inherent requirements, and how this is managed. This includes: - amend terminology used in current clause in line with case law and legislation; - create a standalone inherent requirements clause; - create obligation for employer to provide written reasons for directions authorised under this clause; and - clarify the powers that arise from this clause.	47.9
Voluntary community activities leave	Repackage hours of work entitlements to create bank of days for voluntary community activity	60
Flexible work arrangements	Review operation of agreement flexible work arrangements including: 8. Individual flexibility arrangements 9. Right to request flexible working arrangements. 34. Hours of work, including “flexi-time”	8, 9, 34, 51

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020

CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
	51. Parental leave - Application of Equal Opportunity Act 2010	
Dispute resolution	Extend application of the dispute resolution clause, including: - what is considered a dispute under this clause; and - who can raise a dispute under this clause? Clarify procedural steps of clause Add timelines to dispute resolution process	12
Consolidate Emergency Management across VPS	Create Emergency Management appendix for the declaration of emergencies that require VPS staff to respond Negotiate to consolidate Emergency Management provisions for all employees, including superannuation enhancements Create new allowance for regional and remote staff required to dislocate and live away from home for extended periods of time	
Fair and inclusive workplaces		
Commit to workplace diversity	Include a clear statement that demonstrates the Government's commitment to workplace diversity and inclusion Establish a Diversity and Inclusion Working Group with CPSU, for the purpose of developing a facilitator-led training for all VPS employees regarding workplace diversity, and workplace discrimination and prevention.	New clauses
Update clauses to ensure inclusive language	Review agreement for discriminatory language, and language that conflicts with the <i>Equal Opportunity Act 2010</i>. Review use of Aboriginal and Torres Strait Islander throughout the Agreement, and where appropriate, change to First Peoples Review definition of immediate family with regard to inclusivity, and how certain leave clauses in relation to family are applied.	7.1 51 47, 50, 53 47.1(c), 50.1

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020

CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
Diverse and inclusive leave arrangements	Review the current leave clauses in regard to diversity, including: - expanding the scope of the different leave clauses to cover various important relationships; - expanding the scope of the parental leave clause to be inclusive of different family arrangements; and - removing employer discretion for cultural and ceremonial leave. Create new clauses to address a lack of inclusivity, including: - Transitioning leave; - Disability leave; and - Cultural and religious leave	47, 50, 51, 53, 61 New clauses
Treaty with Aboriginal Victorians	Introduce clause that provides leave to employees who require time off work to participate in formal treaty negotiations	
Regional and rural jobs		
Regional Mobility	Introduce a new regional mobility clause to facilitate the job matching of staff into jobs in a geographic region affected by downsizing or reprioritisation of work, rather than redundancies.	
Allowances	Create an allowance for hard-to-fill jobs because of regional or rural location	
Creating safer workplaces		
Infectious Diseases	Review in correlation with <i>Public Health and Wellbeing Regulations 2009</i>, and make applicable changes to the personal leave clause. Review evidence requirements when taking carer’s leave under this clause	44
Dangerous Medical Conditions	Amend clause to remove ambiguity around what constitutes a “dangerous medical condition” and how this is assessed Review requirement that any absence be taken as personal leave or unpaid leave	45

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
Accident Make Up Pay	Review definition of “normal salary” to include overtime and shift average Implement obligation for employer to pay superannuation on all weekly payments, including when employee is not at work, for the first 12 months Extend obligation for return to work arrangements of “suitable employment” to 130 weeks	2, 64
OHS	Introduce a new clause that outlines the parties’ commitments to the VPS Mental Health and Wellbeing Charter. Review OHS clauses for adherence to the VPS Mental Health and Wellbeing Charter, including how the employer handles workplace incidents and trauma Codify and standardise HSR rights in the Agreement, including pay entitlements. Introduce clause outlining what happens where an employee is stood down for OHS reasons	Part 7 65
Mental Health Recovery days	Introduce Mental Health Recovery days that are separate to Personal Leave	
Vicarious trauma	Recognition of vicarious trauma Agreed procedure on how employer deals with vicarious trauma for employees and affected family members	
Bullying	Expand on current clause to incorporate SDPP work Review Misconduct clause and how it applies to bullying	65.5 21
Gendered Violence	Insert clause on Gendered Violence	
Lateral Violence	Insert clause on Lateral Violence and Cultural Safety. This clause should enable the creation of policies and processes which promote the understanding of cultural issues and implement cultural strengthening training programs	
Maintenance and Training	Amend Part 7 to include provision of maintenance and training	67

CORE TERMS AND CONDITIONS OF EMPLOYMENT

TITLE	CLAIM	REF
Gender equality		
Gender Pay Equity Principles	Introduce a new clause that operationalises the Gender Pay Equity principles	New clause
Parental Leave	Review operation of Parental Leave clause and the impacts it has on women and gender inequality. Also implement changes to Government Policy. Ensure this clause operates to the benefit of all parents and carers, including those whose pregnancy may be terminated prematurely.	51 51.4 51.13 51.14 51.16 51.21
Eliminating factors that contribute to the gender pay gap	Review operation of clauses that directly or indirectly contribute to the gender pay gap. Review operation of clauses for compliance with Gender Pay Equity principles, including superannuation on unpaid parental leave.	24.3(g), (h), (i) 33 51
Supporting parents on their return to work	Review and include new clauses that address the barriers parents, in particular women, face upon returning to work New clause – Lactation breaks	51.9 51.19
Supporting all employees experiencing family violence	Extend paid leave to casual employees	48
Sustainable workplaces		
Transitioning to a net-zero emissions VPS	Include a clause operationalising the Victorian Government's commitments to reduce emissions in Victoria.	
Flexible work arrangements	Review the current flexible work arrangements with regard to environmental impacts	8, 9

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

Schedules

CLAUSE	TITLE	CLAIM	REF
Schedule A	Redeployment	Review for Jobs and Skills Exchange	
Schedule B	Salaries - VPS	Amend for negotiated outcome	
Schedule C	VPS Aligned Adaptive Structures		
1	Adaptive Classification Structures		
2	Legal Officer Adaptive Structure	Review Legal Officer Structure and Classification	
3	Allied Health Adaptive Structure		
4	Science Adaptive Structure		
5	Department of Health and Human Services – Housing Services Officer and Housing Customer Services Officer Structures	Review subject to proposed new HSO descriptors	
6	Department of Justice and Regulation – Custodial Officers Structure	change to DJCS	
7	Department of Justice and Regulation – Sheriff's Officer Structure	change to DJCS review Sheriffs classification	
8	Department of Justice and Regulation – Community Corrections Practitioner Structure	change to DJCS	
9	Department of Economic Development, Jobs, Transport and Resources – Fisheries Officers Structure	Change to separate Victorian Fisheries Authority Review Fisheries Officers Structure	
10	Court Services Victoria – Court Registrar Structure	Review Court Registrar Structure per Schedule C, clause 10.2	
11	Victoria Police – Police Custody Officer Structure		

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020

CORE TERMS AND CONDITIONS OF EMPLOYMENT

CLAUSE	TITLE	CLAIM	REF
Schedule D	Non-VPS Aligned Adaptive Structures		
1	Department of Health and Human Services – Child Protection Practitioner Structure – Children Youth and Families Stream		
2	Department of Health and Human Services – Child Protection Practitioner Structure – Child Protection Practitioner Stream		
3	Department of Health and Human Services – Youth Justice Worker Structure	Move to DJCS. New classification arrangements for Youth justice	
4	Victoria Police – Forensic Officer Structure		
5	Ministerial Chauffeurs Structure		
Schedule E	Classification Descriptors		
1	VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors		
2	Legal Grade and Value Range Descriptors		
3	Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors		
4	Science Grade and Value Range Descriptors		
5	Housing Officer/ Housing Customer Service Officer	Review HSO classification structure to include outcome of Housing Operating Model and Housing capability framework	
6	Child Protection Practitioner - Children, Youth and Families Stream - Classifications and Standard Descriptors		

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

CLAUSE	TITLE	CLAIM	REF
7	Child Protection Practitioner - Child Protection Practitioner Stream – Classifications and Standard Descriptors		
8	Youth Justice Custodial Career Structure Classifications and Standard Descriptors	Change to DJCS	
9	Custodial Officer Classification Descriptors		
10	Forensic Officer Work Level Descriptors		
11	Police Custody Officer Classification Descriptors		
Schedule F	Supported Wage System		
1	Supported Wage System		

1. Stop Gendered Violence at Work — VTHC Model Clause

1.1 Statement of employer recognition and commitment on GV

The employer recognises that:

- (a) gendered violence is a serious health and safety hazard; and
- (b) No worker should experience gendered violence at work.

1.2 The employer has an obligation, to provide a working environment that is safe and without risk to health. This obligation includes a requirement to take all reasonably practicable steps to remove gendered violence from this workplace.

1.3 Definition of GV

Gendered violence is physical, sexual, psychological or economic harm directed at a person because of their gender, gender identity, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles.

1.4 Gendered violence includes:

- (a) violence directed at women because they are women;
- (b) violence directed at a person because they identify as LGBTI;
- (c) violence directed at a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.

1.5 Examples of gendered violence include (but are not limited to) behaviours and actions such as:

- Stalking
- Intimidation
- Threats
- verbal abuse
- ostracism
- rude gestures
- offensive language and imagery
- put downs
- mobbing
- sexual innuendo/insinuations
- sexual suggestions or unwanted sexual advances,
- sexual assault and rape.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

1.6 Measures to address GV at the workplace

Gender inequalities, sexism, homophobia and transphobia at work drive gendered violence at work. Gendered violence can be perpetrated by those who are strangers/external to the workplace, and those that are internal to the workplace - clients (including inmates, patients, students, and customers), work peers and managers.

1.7 The employer will therefore take positive steps to:

- (a) eliminate gender inequalities that exist in the workplace;
- (b) overcome gender segregation where it exists;
- (c) eradicate cultures of sexism;
- (d) eradicate homophobia and transphobia; and
- (e) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

1.8 Development of an action plan

Addressing the factors that underpin gendered violence will assist in preventing and eliminating that violence.

1.9 The employer therefore agrees to put an action plan in place, in consultation with its employees and the relevant union/s, within X months of the coming in to effect of this agreement which is designed to:

- (a) eliminate gender inequalities that exist in the workplace;
- (b) overcomes gender segregation where it exists;
- (c) eradicate cultures of sexism;
- (d) eradicate homophobia and transphobia; and
- (e) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

1.10 The action plan will give specific attention to vulnerable workers including those that are: engaged in service delivery and care-based roles; are casual, contract, or who are otherwise insecurely engaged; identify as LGBTI; are Aboriginal or Torres Strait Islander; are culturally and linguistically diverse or have a disability.

1.11 The action plan will assess and address the risk of exposure to gendered violence:

- (a) in the work environment;
- (b) the way work is designed and managed; and
- (c) in workplace policies and procedures and practices.

1.12 Assessment of action plan implementation

Progress on the implementation of this action plan will be a standing item for discussion at the Consultative Committee and the Health and Safety Committee.

1.13 Allocation of resources to deal with GV

The employer will:

(a) Risk assessment

assess the gendered violence risks in the workplace and will develop a strategy to remove these risks in conjunction with workers and the relevant union/s;

(b) Development of guidelines

develop and publish workplace guidelines on solutions to overcome gendered violence in the workplace, to address gendered violence risks and the incidence of gendered violence in this workplace within X months of the coming in to effect of this agreement. These guidelines will be consistent with this clause and will be produced in consultation with the workers and relevant union/s;

(c) Data collection and reporting

ensure that data, including incident reports, pertaining to gendered violence, are maintained and recorded in order to assist in and identify instances of gendered violence and to review progress towards achieving a gendered violence free workplace. This data will be made available to the consultative committee and health and safety committee. The relevant union/s will also have access to this data on request;

(d) GV contact persons

identify gendered violence contact persons throughout the organisation, in consultation with workers and the relevant union/s. These persons may include managers, team leaders, union contacts and HSRs. All gendered violence contact persons will receive training on: the operation of this clause; understanding gendered violence as a serious workplace health and safety issue and; how to respond to incidences of gendered violence;

(e) Delegate and HSR training leave

give paid leave away from work at least annually, for union delegates and HSRs, to attend training, delivered by VTHC or the relevant union/s, on gendered violence at work, how to overcome it, and the operation of this clause;

(f) Senior leadership training

facilitate training by the senior leadership team about the operation of this clause, understanding gendered violence as a serious workplace health and safety issue, and how to promote gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities;

(g) Worker training and inductions

- (i)** provide training and information to all workers on the organisation's commitment to eradicating gendered violence from the workplace and the operation of this clause; and
- (ii)** ensure all new workers receive training and information at their induction regarding the organisation's commitment to achieving a gendered violence free workplace, the expectations of all workers to refrain from behaviours and actions that constitute gendered violence and the operation of this clause.

CPSU – PROPOSED VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2020
CORE TERMS AND CONDITIONS OF EMPLOYMENT

1.14 Employer commitments on the response to gendered violence

(a) No adverse action

No adverse action will be taken against a worker who reports experiencing or witnessing gendered violence or whose attendance or performance suffers as a result of them experiencing or witnessing gendered violence at work.

(b) Treatment of GV risks or report

Any employer action to address gendered violence risks or to respond to reports or incidences of gendered violence will:

- (i)** Effectively and efficiently deal with instances of gendered violence without blaming or persecuting the victim; address the behaviours and actions that constitute gendered violence as well as the stereotypes/assumptions, cultures and system of work that foster gendered violence
- (ii)** Reinforce that any perpetrator is responsible for their behaviour and the choices they make
- (iii)** Ensure that any investigative processes apply the principles of natural justice and procedural fairness
- (iv)** Allow any worker involved in any instances of gendered violence (including victim, witness or perpetrator) to have access to a representative of their choosing in any process associated with these instances
- (v)** Not excuse the perpetrators violent behaviour or down play the significance and seriousness of the perpetrators inappropriate actions
- (vi)** A worker, or group of workers, who experience or witness gendered violence may, if they choose, raise this issue as a dispute in accordance with clause X of this agreement

1.15 Support for workers who experience Gendered Violence

The employer will:

- (a)** ensure those who experience or witness gendered violence at work receive appropriate support and access to appropriately qualified counselling and other support services. Support includes access to a representative to assist in this process and paid time to deal with the impact of gendered violence;
- (b)** provide access to support services to those who perpetrate gendered violence in order to assist them to change their behaviour.; and
- (c)** make information regarding counselling and support services readily available throughout the workplace.

1.16 Operation of this clause

- (a)** Policies and procedures within the workplace shall be reviewed to ensure they are consistent with the provisions of this clause.
- (b)** Nothing in this clause overrides any obligation the employer may have with respect to other clauses within this agreement or under any Act or Regulation.
- (c)** Nothing in this clause overrides any rights a worker may have with respect to other clauses within this agreement or under any Act or Regulation.

2. Operationalising the Gender Pay Equity Principles

2.1 Gender pay equity principles for the Victorian public service and sector

- **Principle 1 - Establishing equal pay for work of equal or comparable value**

Equal or comparable value refers to work valued as equal in terms of skill, effort, responsibility and working conditions. This includes work of different types.

- **Principle 2 - Freedom from bias and discrimination**

Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.

- **Principle 3 - Transparency and accessibility**

Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

- **Principle 4 - Relationship between paid and unpaid work**

Employment and pay practices recognise and account for different patterns of labour force participation by workers who undertaking unpaid and/ or caring work.

- **Principle 5 - Sustainability**

Interventions and solutions are collectively developed and agreed, sustainable and enduring

- **Principle 6 - Participation and engagement**

Workers, unions and employers work collaboratively to achieve mutually agreed outcomes.

2.2 Recognition

The Victorian Government recognises that gender bias and discrimination is likely to occur at every point throughout the employment cycle including recruitment, remuneration, training and development opportunities, career progression, access to leave, and responses to family and caring responsibilities including flexible and part-time work arrangements.

2.3 Commitment

- (a) The Victorian Government is committed to achieving a working environment for all workers that is free of gender-based inequalities and discrimination and in which all can achieve their full potential regardless of gender.
- (b) The Victorian Government will take affirmative steps to eliminate the gender pay gap and to address the many current and historical systems, behaviours, actions and attitudes that have contributed to the gender pay gap and to gender inequality.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

- (c) In operationalising the Gender Pay Equity Principles and eliminating the gender pay gap and gender inequality The Victorian Government will work in partnership with the CPSU when identifying strategies and actions and when setting timeframes and targets for those strategies and actions.
- (d) The Victorian Government agrees to work collaboratively with the CPSU, the public service, the broader public sector and any other relevant parties to support and implement strategies designed to eradicate the gender pay gap and gender inequality across the public service and the public sector.

2.4 Establishing equal pay for work of equal or comparable value

- (a) The Victorian Government agrees to take proactive steps to achieve equal pay for work of equal or comparable value and to address the many current and historical systems, behaviours and actions and attitudes that contribute to the gender pay gap and gender inequality.
- (b) Workers and their unions may make a claim for equal pay, meaning equal pay for work of equal or comparable value.
- (c) The Victorian Government and the CPSU shall agree on an independent mechanism to be used to address claims arising under this clause. This mechanism shall be orderly, efficient, kept within reasonable bounds and not needlessly prolonged.
- (d) The assessment of any claim shall:
 - (i) Be objective and free from assumptions based on gender.
 - (ii) Acknowledge that current views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender.
 - (iii) Involve a thorough assessment of the skills, responsibilities, conditions of work and degrees of effort of the work done.
 - (iv) Fully recognise the importance of skills, responsibilities, effort and conditions that are commonly overlooked or undervalued in female dominated work such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity.
- (e) Pay is remuneration including but not limited to wages, bonuses, overtime payments, allowances, superannuation.

2.5 Eradicating Bias and discrimination in employment and pay practices

- (a) The Victorian Government acknowledges that gender stereotyping, conscious and unconscious bias impacts negatively on women's employment, pay and progression opportunities. Therefore:
 - (i) All CE's, Directors, managers, team leaders and supervisors will undertake jointly agreed gender stereotyping and conscious and unconscious bias training.
 - (ii) A demonstrated commitment to eradicating the gender pay gap and gender inequality will be incorporated into annual goals, performance requirements and indicators for CE's, Directors, managers, team leaders and supervisors.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

- (b)** To target known areas of inequality and discrimination The Victorian Government will work with the CPSU to give priority to the following areas:
 - (i)** Job advertisements, selection criteria and selection committee make-up and practices will be reviewed for conscious and unconscious bias. Affirmative steps will be taken to eradicate conscious and unconscious bias from job advertisements, selection criteria and selection committees and processes. This will include ensuring that all members of selection committees will be trained on these matters.
 - (ii)** Identifying and eradicating practices that produce a higher gender pay gap and deeper discrimination for Aboriginal women.
 - (iii)** Reviewing and eradicating insecure work arrangements and that contribute to and compound gender pay gaps and inequality.

2.6 Pay transparency and accessibility

- (a)** The Victorian Government acknowledges that pay transparency and accessibility is essential to the sustainable elimination of gender pay gaps.
- (b)** In order to eradicate bias and discrimination in pay practices The Victorian Government will:
 - (i)** Include all pay scales within collective agreements.
 - (ii)** Ensure that pay and remuneration arrangements are transparent and publicly available.
 - (iii)** With the CPSU agree on pay and remuneration arrangements including gender neutral work assessment practices that eradicate conscious and unconscious bias.
- (c)** The Victorian Government will work with the CPSU to give priority to the following areas:
 - (i)** Ensuring that all starting salaries are set in a manner free from gender bias.
 - (ii)** Reviewing starting salaries to identify any disparities and inequalities and rectifying these.
 - (iii)** Identifying female dominated work areas/roles and jointly carrying out an agreed gender-neutral work assessment of these areas/roles in order to eliminate historical/systematic undervaluation.
 - (1)** Any work assessment will include ensuring equal pay for work of equal or comparable value.
 - (2)** The appropriate increases in salaries arising from this assessment will be applied immediately.
 - (iv)** Remove “at risk” components within pay structures that call for supervision or management discretion for progression and replacing these with agreed and clearly defined progressions steps.
 - (v)** Adopting affirmative practices to encourage women to take on roles in traditionally male dominated work areas/roles.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

2.7 Relationship between paid and unpaid work

- (a) The Victorian Government acknowledges that women and men have different patterns of participation in the paid workforce, primarily because women spend a greater proportion of their time on unpaid and/or caring work. This leads to women being disadvantaged in areas such as pay, progression, security of employment and retirement income.
- (b) The Victorian Government commits to designing and allocating work in a manner that allows for different patterns of employment, particularly the impact of unpaid and caring work on women's employment patterns and outcomes.
- (c) The Victorian Government will remove barriers to employment, progression and employment security associated with women's disproportionate experience of unpaid work and caring responsibilities outside of the workplace.
- (d) The Victorian Government will work with the CPSU to give priority to the following areas:
 - (i) Allowing for flexible working hours/arrangements and part-time work as standard practice and without impact on employment security or progression opportunities.
 - (ii) Ensuring that workers who have been absent from work due to family and caring responsibilities are not disadvantaged in the workplace by
 - (3) allowing for time spent absent for these purposes to be counted for progression within pay scales and
 - (4) taking affirmative steps to create opportunity to access training and development opportunities on return from family/caring leave.

2.8 Sustainability, participation and engagement

- (a) The Victorian Government acknowledges that remedying gender inequalities and closing the gender pay gap requires continuous organisational commitment collective engagement and partnership with the CPSU and its members. Further, that addressing the particular needs and perspectives of Aboriginal women is essential.
- (b) The Victorian Government and the CPSU will agree on an Action Plan to Eliminate the Gender Pay Gap and Gender Inequality within the public service and the public sector. This action plan will
 - (i) Include the matters covered by this clause
 - (ii) Set explicit goals, actions and timelines
 - (iii) Be resourced by having adequate and specific budget allocation
 - (iv) Give specific attention to the needs of Aboriginal women
 - (v) Be monitored by a bipartite committee made up of senior leaders of The Victorian Government and the CPSU.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

- (c)** The collection, maintenance and analysis of data associated with gender inequalities and closing gender pay gaps will be central to any action plan.
- (d)** The Victorian Government and the CPSU will agreed on a method of collecting and monitoring data. All parties to this collective agreement will have access to all data.
- (e)** Analysis of the data will be conducted by the bipartite committee established in clause 1.7(b)(v) above.
- (f)** The Victorian Government will apply any principles, policies and actions identified in this clause to all workers within the public service and the public sector including those who are contractors.

3. Sustainable Workplaces

3.1 Net-zero emissions commitment

- (a) The CPSU and the Victorian Government are committed to working together to achieve the target of nett zero emissions from Victorian public sector operations by 2025 in a way that maximises public and workforce benefits while minimising negative effects on public sector workers.
- (b) In line with their obligations under the *Climate Change Act 2017* (Vic), the Victorian Government will make a statement in respect of whole-of-government greenhouse gas emissions reductions on or before 1 August 2020, and subsequently similar statements every fifth year up to and including 1 August 2045. This statement will highlight the commitments and results arising from this clause.

3.2 Joint Sustainability Committee

- (a) The [Department or agency] and the union[s] agree to establish a Joint Sustainability Committee with [specify union and management membership] to assist with the attainment of the goal of ensuring that the Victorian Public Sector is carbon neutral by 2025. The Committee will have the following Terms of Reference:
 - (i) To examine and provide recommendations for implementation to [Department/Agency heads] about the following matters:
 - 1. the procurement of renewable energy supply for government buildings;
 - 2. means of reducing energy consumption in government buildings and facilities;
 - 3. the procurement of equipment, resources, other materials, and services in such a way as to contribute to the goal of carbon neutrality;
 - 4. ways of performing work that reduce carbon emissions;
 - 5. any other activity that contributes to the achievement of the carbon neutrality goal.
 - (ii) To ensure that a substantial proportion of the benefits, including financial benefits, of the reduction of the public sector's carbon footprint is distributed to public sector workers by a process of negotiation between the CPSU and [the relevant public sector bargaining unit].
 - (iii) To develop and recommend just transition principles and policies for adoption in cases where jobs are affected by the implementation of the carbon neutral goal. These principles and policies must provide no lesser rights or entitlements for staff than those provided in other parts of this agreement.
 - (iv) To develop guidelines that ensure that avoidance or diminution of the effort to achieve carbon neutrality do not result from contracting out or privatisation of public sector activities.
 - (v) To provide ways for staff to participate in the effort to achieve the carbon neutral goal.

CORE TERMS AND CONDITIONS OF EMPLOYMENT

- (vi) To recommend ways in which staff can reduce their own carbon footprint, through, for instance, using payroll deductions or salary sacrificing arrangements to encourage the use of public transport or the installation of renewable energy systems in workers' homes.
- (b) The Committee will be established within [3] months of this agreement coming into force and will continue to perform its functions for the life of the agreement. The parties also agree that subsequent agreements should maintain the Committee's existence, subject to agreed modifications as deemed necessary by the parties.
- (c) Union delegate members of the Committee will be provided with adequate time release to perform their Committee duties to a professional standard and to allow the Committee to perform its work effectively