

# Victorian Public Service Enterprise Agreement 2020

## Detailed explanation of proposed changes to your terms and conditions of employment

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## Introduction

The Victorian Government and the Community Public Service Union (CPSU) have reached agreement on the terms for a proposed *Victorian Public Service Enterprise Agreement 2020* (the Agreement). The Agreement, if it is approved by employees, will replace your existing terms and conditions of employment, detailed in the *Victorian Public Service Enterprise Agreement 2016*.

The table below explains the substantive changes which are proposed to your existing terms and conditions of employment. Consistent with the current agreement the changes are provided in two sections:

- Section I – changes to the Core Terms and Conditions of Employment, and
- Section II – changes to agency specific arrangements which apply to specific workforce cohorts of a particular department(s).

Where a clause is not listed in the tables below there has been no substantive change as compared to the current agreement. The tables in this summary should be read in conjunction with proposed Agreement.

Note that, while the tables below attempt to explain the changes to your existing terms and conditions, they do not include any of the following:

- minor re-drafting of existing provisions which does not alter the substance of your existing entitlements;
- changes to clause numbering for existing entitlements where there are no other substantive changes to the operation of the entitlement or condition; and
- minor re-drafting changes to adopt clear, simplified or gender-neutral language which does not substantially alter your entitlements.

## Section I - Core Terms and Conditions of Employment

**Table 1: Proposed changes to the core terms and conditions of employment**

Clause Reference	Clause title	Nature of proposed change
<b>Part 1 – Application and Operation of Agreement</b>		
2	Definitions	<p>Employee definition amended and a new definition of Roads Occupation has been inserted to ensure the coverage of the Agreement picks up Machinery of Government changes.</p> <p>Employer &amp; VPS definitions have been amended to ensure the Agreement is clear when the referring to an individual department/agency or the VPS as a whole.</p> <p>New definitions inserted for Child, Long Term Casual, De Facto Partner, National Employment Standards and Public Administration Act 2004, have been inserted to clarify the operation of existing entitlements.</p> <ul style="list-style-type: none"><li>▪ Immediate family definition has been moved from the Personal/Carers Leave provision reflective of the fact the term has broader application throughout the Agreement.</li></ul>
3	Commencement Date and Period of Operation	<p>The nominal expiry date of the Agreement will be 20 March 2024.</p> <p>The renegotiation period will run from 20 September 2023 until 20 February 2024.</p>

Clause Reference	Clause title	Nature of proposed change
		<p>Salary and allowance increases will take effect on 20 March 2020 and be made as soon as reasonably practicable after the Agreement commences operation.</p> <p>Consequential changes have been made throughout the Agreement, for example, to the No Further Claims (Clause 5) to reflect the new nominal expiry date.</p>
4	Application of Agreement and Parties Covered	The Service Delivery Partnership Plan has been deleted and replaced with an Agreement Implementation Committee (Committee). The Committee will monitor the implementation of the Agreement, including reviewing and updating the common policies which underpin the key provisions of the Agreement.
6	Savings Provisions and Relationship with other Awards and Agreements	<p>The parties have agreed a number of enhancements to entitlements or other changes which require transitional arrangements from the current provisions to those proposed under the new Agreement. Clause 6 has been amended to clarify that this may require the continued application of provisions in the current agreement for a short period of time.</p> <p>The Extended Leave Scheme (clause 55 of the current Agreement) is due to close during the life of the Agreement. A notation to this effect has been inserted into clause 6.</p>
7	Anti-discrimination and workplace diversity	Amendments to this existing provision have been made to update the list of protected attributes and reiterate the parties' commitment to creating a diverse and inclusive workforce.

## Part 2 – Flexible Work

8	Flexible Work	<p>New clause highlights a range of flexible working arrangements to give Employees a meaningful level of control over when, where and how work is accomplished.</p> <p>Clause provides an overview of the provisions in the Agreement available to facilitate an individual's need for flexibility.</p>
10	Flexible Working Arrangements – Specific Circumstances	<p>Clause deals with particular entitlements in section 65 of the FW Act:</p> <p>The key amendments to the clause are:</p> <ul style="list-style-type: none"> <li>▪ 12-month qualifying period before a request can be made has been removed</li> <li>▪ a Long-term Casual Employee may make a request if they have been employed on a regular and systematic basis for a period or sequence of periods of 12 months or more.</li> <li>▪ Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances.</li> </ul>

## Part 3 – Communication, Consultation and Dispute Resolution

11	Implementation of change	<p>Clause 11.2(f) has been inserted to clarify the interaction with major change proposals and the changing of an employee's usual place or places of work under clause 19 (Usual Place or Places of Work).</p> <p>In determining reasonable timeframes for the completion of a major change consultation process the steps, timeframes, and the extent of consultation in each case will:</p> <ul style="list-style-type: none"> <li>▪ be commensurate with the scale of the proposed major change and</li> </ul>
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Clause Reference	Clause title	Nature of proposed change
		the likely significant effect for Employees, and <ul style="list-style-type: none"> <li>take account of the agreed Mobility Principles at clause 15.</li> </ul>
12	Consultation on changes to rosters or hours of work	Minor amendments to reflect changes to the model provision under the Fair Work Act 2009. Changes clarify that a relevant Employee/s may appoint a representative, who may include CPSU, for the purposes of consultation.
13	Resolution of disputes	Sub-clause 13.4 clarifies that the CPSU may raise a dispute and be a party to a dispute in its own right or in a representative capacity for an Employee or group of Employees.
<b>Part 4: Employment Relationship and Related Arrangements</b>		
15	Mobility Principles	<p>Parties agree that workforce mobility is a key driver to a modern and responsive public service which provides secure and flexible employment and a career path of choice for employees.</p> <p>Principles set out in the clause will be operationalised over the life of the Agreement, through a range of changed workplace practices, modes of work and service delivery.</p> <p>The clause sets out a number of examples of changed work practice which may be operationalised over the life of the agreement. It is not intended that these changes will adversely affect Employees' overall employment security within the VPS or otherwise disadvantage Employees in their employment. The clause outlines a number of specific protections for employees.</p> <p>The agreement will be interpreted in a manner which promotes this mobility.</p>
16	Mobility payment	<p>In recognition of the commitment to the mobility principles in clause 15 (Mobility Principles) of the Agreement, a new mobility payment will be paid to all Employees.</p> <p>The mobility payment will be paid to all Employees annually on 1 July as a lump sum payment effective from 1 July 2020. The amount of the mobility payment paid to Employees will vary relative to the employee's VPS classification and value range.</p> <p>Additional tables detail the mobility payments will be translated to the VPS Aligned and VPS Non-Aligned Adaptive Classification Structures</p>
17	Secure employment	<p>Secure employment protections have been retained and are now co-located with existing specific protections for casual and fixed term employees. There are no substantive changes to these existing protections.</p> <p>The parties will continue to and finalise the audit of the use of casual and fixed term employment in the Victorian Public Service and will develop a strategy to maximise the use of ongoing and secure employment based on the outcomes of audit during the life of the Agreement.</p>
18.3	Probationary Period	<p>Probationary period is now be six months to align with the protections of the Fair Work Act 2009. The right to extend the probationary period has been removed.</p> <p>Clause 18.3 has been amended to clarify that:</p> <ul style="list-style-type: none"> <li>the probationary period is served on commencement of employment</li> </ul>

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		<p>within the VPS (not an individual department or agency).</p> <ul style="list-style-type: none"> <li>An Employee's absence from work for any period during the Probationary Period does not inhibit the Employer from terminating the Employee's employment under this subclause.</li> </ul>
19	Usual place or places of work	<p>To remove duplication and confusion as to what processes and entitlements apply when there is a change to an employee's usual place or places of work a stand-alone clause will replace clause 15.2 of the current agreement. Relocation entitlements at clause 32.9 to 32.12 of the current agreement have been consolidated into the new clause.</p> <p>The clause details the process, period of notice to be provided and the payment of disturbance or relocation expenses (as relevant) in the event that there is change to the Employee's usual place or places of work.</p> <p>The notice period and quantum of disturbance allowance escalate relative to the effect of the change on the employee and whether the change is permanent or temporary.</p> <p>Employee initiated requests to change the usual place or places of work can be facilitated under clause 10 (Flexible Working Arrangements – Specific Circumstances) of the proposed Agreement.</p>
20.4	Abandonment of Employment	<p>Clause redrafted to clearly set out the process to be followed before an Employee's employment can be terminated on the grounds of abandonment.</p> <p>Requirement that an Employer who is terminating an Employee's employment on the ground of Abandonment of Employment must provide notice of termination or pay in lieu of notice consistent with the notice period in Clause 20 - Termination of Employment.</p>
21.5	Costs of employment related legal proceedings	<p>New subclause included to clarify that an Employer is not required to meet any Employees legal costs incurred in response to an employment related act, process or decision of the Employer (for example because the employee is the subject of a misconduct investigation or unsatisfactory work performance process).</p>
22	Working from home	<p>Clause title renamed from 'Home Based Work' to 'Working From Home'.</p> <p>During the life of the Agreement, the Parties have agreed to review working from home arrangements taking into account the experience gained during the Coronavirus (COVID-19) pandemic, with a view to embed positive workplace change which has arisen.</p>
24	Management of Unsatisfactory Work Performance	<p>Clause 24.7 amended to clarify the existing provision, that prior to commencing a process under this provision, the Employer and Employee may agree that the Employee is not capable of meeting the required level of performance. Employer may reassign the Employee to a suitable alternative position where reasonably practicable, which may be at a lower grade.</p> <p>Reassignment would be taken by agreement of the Employer and Employee in lieu of undertaking an unsatisfactory work performance process under clause 24.</p>
25	Management of Misconduct	<p>The process for managing alleged misconduct remains substantially unchanged save for:</p> <ul style="list-style-type: none"> <li>clause 25.12(c), clarifies the Employer may combine the discipline</li> </ul>

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		<p>outcomes listed to form a single disciplinary outcome to avoid a more serious outcome, such as termination, and</p> <ul style="list-style-type: none"> <li>clause 25.14(b), provides a limited exemption on the prohibition of disputes about a misconduct investigation, where the investigation has not been completed within six months and either party considers the delay unreasonably caused by the other party.</li> </ul>
<b>Part 5: Salary and Related Matters</b>		
26	Application	<p>Clauses 22 and 25 of the current enterprise agreement have been merged to create the new provision at clause 26. No change to the operation of existing employment arrangements.</p>
27.5	Classification and salary on appointment	<p>Clause amended to clarify that the qualification related salary minimums apply for mandatory three and four-year degrees required by professions that are regulated by law (including professional registration) within the named structures. Relevant degree or diploma minimum rate applies if the Employer requires an Employee to hold or obtain the qualification within the named structures</p> <p>If a new qualification is introduced to a classification structure during the life of the Agreement, the qualification related salary minimums as set out in clause table apply.</p> <p>The qualification related salary minimums will be reviewed during the life of the Agreement, following determination of the FWC undergraduate qualifications review currently on foot.</p>
27.6	VPS 1 Classification	<p>VPS 1 classification was converted to a training grade in current agreement. Existing provision amended to reflect this operational practice.</p>
28	Gender equality	<p>New clause operationalises the Government's gender pay equity principles. The clause sets out the Gender Pay Equity Principles and establishes a review process for dealing with a claim by an employee, group of employees or the CPSU, relating systemic gender equality issues.</p> <p>Employers will work collaboratively with Employees and the Union to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination across the VPS.</p> <p>Employers will consult with the CPSU in the preparation of Gender Equality Action Plans under the <i>Gender Equality Act 2020</i>.</p>
29	Performance Development and Progression within a Value Range	<p>The clause has been redrafted to better reflect the existing performance development processes and promote mobility across the service. The performance development process obligations have been clarified and simplified.</p> <ul style="list-style-type: none"> <li>The 12 month performance cycle will continue to be 1 July to 30 June.</li> <li>The previous 3 month and 6 month qualifying periods for progression where an employee moves roles at level no longer apply.</li> <li>A common 12 month rule for eligibility for progression will apply for new employees to the VPS and for certain promotions. Protections have been negotiated to cover particular circumstances.</li> <li>For employees who remain in their role, and for many other employees, there will be no change from the current arrangements.</li> </ul>

Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>▪ An employee who is promoted to a higher grade or value range will need to be in the new role for the 12 month performance cycle unless               <ul style="list-style-type: none"> <li>○ They received less than the equivalent of one progression step or amount</li> <li>○ The promotion was part of relevant work experience under a career advancement pathway</li> <li>○ It occurred following a job resizing process</li> </ul> </li> <li>▪ In recognition of increased mobility, service with any VPS employer at the higher grade or value range will count towards the 12 month service</li> <li>▪ To deal with the difference between the performance pay cycle and the employee's commencement anniversary the maximum period where an employee may be ineligible to be considered for progression will be 18 months. Where an employee has not been considered for progression for longer than 18 months, progression (if achieved) will be backdated to the 18 month mark.</li> </ul> <p>Transitional arrangements apply for the 2020-21 performance cycle to ensure there is no disadvantage to employee who commenced employment or got a promotion under the current rules.</p> <p>Progression payments for Employees returning from Primary Caregiver Parental leave will apply to address the gender pay equity effects of employees who take prolonged absences out of the workplace to have children. An employee will be entitled to advance two progression steps or amounts or be paid two Top of Grade or Value Range payments in the following circumstances:</p> <ul style="list-style-type: none"> <li>▪ the Employee was not considered for Progression or a Top of Grade or Value Range payment due to the Employee's absence on a period of Primary Carer Parental Leave not exceeding 52 weeks; and</li> <li>▪ the Employee is otherwise eligible to be considered for Progression or a Top of Grade or Value Range Payment; and</li> <li>▪ the Employee is assessed as meeting progression criteria in the Performance Cycle in which the Employee returns to work.</li> </ul> <p>Progression or Top of Grade or Value Range payment will be processed by the Employer at the same time as other progression outcomes resulting for the Performance Cycle following the Employee's return to work</p>
30	Salary Increases	<p>Annual salaries in Schedule C of the Agreement will increased in line with the salary adjustments.</p> <p>Monetary based allowances will also be increased and with the same operative dates as the salary increases expressed in clause 30.1(a) of the proposed Agreement.</p>
31	Casual loading	<p>Minor amendments to this clause to clarify which entitlements are compensated for by the payment of the casual loading to casual employees.</p>
35	Allowances – work conditions	<p><i>General</i></p> <p>Monetary based allowances have been increased in line with the general wage outcome.</p>

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		<p><i>Stand-by / Recall Allowance</i></p> <p>The current stand-by / recall allowances are expressed to be paid on a “per day” or “per day/night basis”. Definitions of these terms have now been inserted in clause 35.5(f) to clarify to which period the payments are to apply to.</p>
36	Reimbursement of expenses	Existing provisions relating to Employer initiated changes to an Employee’s usual place or places of work have been deleted and replaced by clause 19 in the proposed Agreement.
37	Superannuation	<p><i>General</i></p> <p>Superannuation provisions have been updated and replaced by the model provision inserted into Modern Awards by the Fair Work Commission. The provision does not alter the Employer’s existing obligations under the superannuation legislation. The right of employees to elect a complying superannuation fund of their choice is clarified.</p> <p><i>Employer contributions in respect of Primary Caregiver Parental Leave</i></p> <p>Lump sum superannuation contributions will be made by the Employer for the first 52 weeks of paid and unpaid parental leave. The payments will be made on the Employee’s return to work. This addresses the gender pay effects taking long periods of time out of the workforce to care for children has on an employee’s retirement income.</p> <p>The Employee is entitled to have superannuation contributions made under this clause with respect to periods of Primary Caregiver Parental Leave occurring on or after 1 July 2020.</p>

**Part 6: Hours of Work and Related Matters**

39	Shift-work	<p><i>What is shift work?</i></p> <p>The definition of shift-work will be amended to clarify that an Employee who is employed as a shift-worker is entitled to shift-work penalties under the clause where their ordinary hours include a Saturday, a Sunday, a Public Holiday or an afternoon/night shift. To be performing shift work an Employee does not need to be employed in a 24/7 operation.</p> <p><i>Custodial Officers employed in the Custodial Officer Structure</i></p> <p>The current arrangement of 80 ordinary hours per fortnight is maintained. Further explanatory provisions have been inserted to explain the historical nature of this arrangement and to comply with the requirements of the Fair Work Act 2009 as to how ordinary hours of work are to be expressed in enterprise agreements.</p> <p>Employees working this arrangement will continue to be paid additional remuneration totalling 5.26%.</p> <p><i>Night shift and definitions of shifts</i></p> <p>Night shift penalty will be increased from 15-20 per cent.</p> <p>To give effect to this proposal new definitions for night shift have been created to create a distinction between night and afternoon shifts. Night shift penalties will be paid for shifts which commence:</p> <ul style="list-style-type: none"> <li>▪ commence after 8pm and before 6am, or</li> <li>▪ commence prior to 8pm but finish on or after 6am, or</li> </ul>
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Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>where the majority of the shift is worked after 10pm and before 6am.</li> </ul> <p><i>Part-time shift penalties</i></p> <p>Shift definitions have been amended to ensure part-time employees working the equivalent of a full-time shift will be entitled to be paid the same shift penalties as full-time employees working the same shift.</p>
40	Rest and meal breaks	<p><i>Rest breaks</i></p> <p>Minimum rest break between periods of ordinary duty, shift work, overtime duty or stand-by will be increased from 8 to 10 hours.</p> <p>Existing rest break provisions (contained in 36.12 of the current agreement) have been subsumed into a stand-alone provision at clause 40.1 of the proposed Agreement.</p> <p><i>Meal Breaks</i></p> <p>The meal break provisions previously contained in clause 37 of the current agreement and been relocated to clause 40.2. There are no substantive changes to meal break entitlements.</p>
41	Overtime	<p>From 1 July 2020, the overtime calculation cap will be increased from the highest pay point within Grade 3, Value Range 1 to the lowest pay point within Grade 4.</p> <p>Overtime meal payments will be increased over the life of the Agreement in accordance with the general salary increases.</p> <p>Overtime arrangements otherwise remain unchanged.</p>
42	Christmas Closedown	<p>Minor amendment to clarify the Employer may closedown part or all of its operations for the three working days from the first working day after Christmas Day to the end of the last working day before New Year's Day (1 January). This amendment clarify the parties intent, otherwise the existing arrangements remain substantially unamended.</p>
<b>Part 7: Leave of Absence and Public Holidays</b>		
44	Leave of absence - general	<p><i>Leave accrual transfer to another VPS employer or role</i></p> <p>The existing provision has been amended to clarify that where an Employee moves between roles or to another VPS Employer and there is no break in service, the current Employer will transfer accrued leave entitlements to the new Employer or role. The Employee should notify their Employer prior to cessation to enable transfer to service and accrued entitlements.</p> <p><i>Leave entitlements for Employees in receipt of workers compensation payments</i></p> <p>New sub-clause to clarify the interaction between the taking and accrual of leave for employee's in receipt of workers compensation payments. This sub-clause reflects developments in the operation of the law during the life of the current agreement.</p>
45	Annual Leave	<p>Minor amendment at clause 45.4 to clarify that for the purposes of determining an employee's annual leave loading entitlement, the test as to which calculation limb is more beneficial to the employee is to be taken over the period of the leave.</p>

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50	Public Holidays	<p>The public holidays provision has been updated to reflect changes to Victorian Public Holiday legislation over the life of the Agreement. The new provisions:</p> <ul style="list-style-type: none"> <li>provide for additional public holidays for Easter Sunday, 25 December and the Friday before the AFL Grand Final,</li> <li>clarify the substitution arrangements which apply where 25 December or Boxing Day fall on a weekend,</li> <li>clarify the substitution arrangements for Melbourne Cup, where the holiday is substituted in non-metropolitan council areas for another day, and</li> <li>remove previous Christmas Day, Boxing Day and New Years Day substitution arrangements which previously apply in the Department of Health and Human Services. The general substitution arrangements will now apply to all employees.</li> </ul>
51	Personal/Carers Leave	<p><i>Operation of personal/carers leave</i></p> <p>It is the intent of the Parties that full-time equivalent Employees receive 15 days paid personal carers leave per annum irrespective of the length of their ordinary hours of work or shift. To give effect to this intent, the existing provision has been amended to clarify that for a full-time employee:</p> <ul style="list-style-type: none"> <li>will have leave deducted from their balance at a rate of 7.6 hours per day (or 8 hours for Employees whose ordinary hours average 80 hours per fortnight) irrespective of the actual ordinary hours worked,</li> <li>will be paid for the number of hours they would have received had they not been at work,</li> <li>who take a part-day absence the deduction from accrued leave balances will be based on the proportion of a standard day (7.6 or 8 hrs as relevant) taken, and</li> <li>receive the same quantum of leave per year of employment as provided for in the current agreement.</li> </ul> <p>These changes reflect changes in the state of the law during the life of the current agreement.</p> <p>Consequential amendments have been made to exceptions to the evidentiary requirements to covert from hours to days (noting the change to a standard day referred to above). This does not change the quantum of days the employee can take without meeting the evidence requirements outlined in the agreement.</p> <p>Part-time employees will continue to receive personal leave on a pro-rata basis for based on the part-time Employee's hours of work.</p> <p><i>Personal leave for medical appointments</i></p> <p>An Employee may access their accrued Personal/Carer's Leave to attend a medical appointment with a Registered Practitioner when the appointment cannot be reasonably scheduled outside the Employee's working hours. The clause outlines the notice and evidentiary requirements that are to apply.</p> <p><i>Assistance Animals</i></p> <p>Employees may access paid personal leave to care for an Assistance Animal who requires care or support. Employees wishing to access leave under this provision are required to comply with the notice and</p>

Clause Reference	Clause title	Nature of proposed change
		<p>evidentiary requirements outlined in the clause.</p> <p><i>Employee incapacity and requests for further documentary evidence (Clause 51.11 and 51.13)</i></p> <p>In the event of an employee's incapacity to perform their duties or where the employee has been on personal leave for more than 6 weeks, the current agreement allows the Employer to further advice from an independent Registered Practitioner, with the Employee having the ability to choose from three independent Registered Practitioners nominated by the Employer from which to seek this review. These existing provisions has been amended to:</p> <ul style="list-style-type: none"> <li>▪ clarify the registered practitioners are to be from a relevant specialisation to the employee's incapacity, and</li> <li>▪ if there are not three registered practitioners from the relevant specialisation the employer may provide fewer than three options for the employee to choose from.</li> </ul>
52	Family Violence Leave	<p>Minor amendments to:</p> <ul style="list-style-type: none"> <li>▪ clarify the supports and paid or unpaid leave provided under this clause do not extend to perpetrators (or alleged perpetrators) of family violence,</li> <li>▪ clarify the entitlement to 20 days paid leave applies per calendar year, and</li> <li>▪ to provide discretion for the Employer to provide paid leave to casual employees experiencing family violence.</li> </ul>
54	Compassionate Leave	<p>The definition of immediate family has been relocated to the primary definitions provision at Clause 2.</p> <p>The clause has been amended to provide the discretion for the Employer to grant paid or unpaid compassionate leave if a person with a significant family or personal connection to the Employee, but who is not a member of the Employee's Immediate Family or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.</p>
55	Parental Leave	<p><i>Eligibility</i></p> <p>The existing eligibility has been expanded to provide access to the relevant entitlements under this provision to employees whose Child is born by surrogate and to clarify an employee currently on parental leave does not have to return to work in order to be eligible to access a further period of parental leave.</p> <p><i>Leave entitlements</i></p> <p>The following enhancements have been agreed:</p> <ul style="list-style-type: none"> <li>▪ Paid Primary Caregiver Parental Leave will be increased from 14 to 16 weeks;</li> <li>▪ The existing entitlement to 2 weeks paid secondary caregiver leave will be increased to 4 weeks and can continue to be used concurrently.</li> <li>▪ Provide access to an additional 12 weeks paid parental leave to secondary caregivers for use within 78 weeks of the birth of the child where the secondary caregiver has primary care of the child. The additional 12 weeks cannot be used concurrently with primary caregiver leave.</li> <li>▪ The 12-month qualifying period to be eligible for paid parental leave</li> </ul>

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		<p>for employees not subject to probation will be waived</p> <ul style="list-style-type: none"> <li>▪ The existing requirement that parental leave be taken in a single unbroken period is amended to allow parents to use their leave to share care in a manner which suits them, subject to operational requirements.</li> <li>▪ 2 days paid pre-adoption leave will be made available to align to existing pre-natal leave entitlements,</li> <li>▪ Paid lactation breaks on return to work,</li> <li>▪ Access to parental leave entitlements will be provided for employees if they are granted a permanent care order under relevant legislation or the Family Court of Australia;</li> </ul> <p><i>Taking of parental leave</i></p> <ul style="list-style-type: none"> <li>▪ Subject to operational requirements Parental leave does not need to be taken in a single continuous period. The Employer and Employee will agree on the duration of each block of parental leave.</li> <li>▪ the Employee and Employer may agree to permit the Employee to use the paid leave entitlements outlined in this clause at any time within the first 52 weeks of parental leave, or where an extension is granted</li> </ul> <p><i>Payment of superannuation contributions in respect of Primary Caregiver Leave</i></p> <p>Superannuation contributions will be made on behalf of an employee on primary caregiver parental leave for the first 52 weeks (see clause 37.5)</p> <p><i>Effect of parental leave on progression</i></p> <p>An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave may be entitled to progression steps or amounts forgone as a result of being on parental leave (see clause 29)</p> <p><i>General</i></p> <ul style="list-style-type: none"> <li>▪ Redraft clause 51 to simplify the arrangements and promote gender equality by encouraging shared care arrangements between parents to promote greater equality of caring responsibilities</li> <li>▪ Further technical amendments will be made to remove ambiguity around the averaging of salary arrangements. These changes are consistent with current operational practice.</li> </ul>
56	Surrogacy Leave	<p>An Employee (excluding a Casual Employee) who has completed at least three months paid Continuous Service, who enters into a formal surrogacy arrangement under the relevant Victorian legislation as the surrogate may be entitled to pre-natal leave in accordance with clause 55 and six weeks of paid leave.</p> <p>Relevant provisions which apply to employees who are pregnant will also apply to employees who act as a legal surrogate.</p>
57	Foster and Kinship Care	<p>An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention may be entitled to up to two days paid leave on up to five occasions per calendar year to be taken at the time the placement of the child with the Employee commences, subject to meeting the requirements outlined in clause 57.</p>
58	Gender	<p>An Employee (other than a Casual Employee) who commences living as a</p>

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	Transition Leave	<p>member of another gender is entitled to Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:</p> <ul style="list-style-type: none"> <li>▪ up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and</li> <li>▪ up to 48 weeks of unpaid leave.</li> </ul> <p>The Gender Transition Leave entitlements are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender subject to meeting the notice and evidence requirements outlined in the clause.</p>
60	Cultural and Ceremonial Leave	<p>Employer discretion to provide up to 3 days paid Ceremonial Leave for employees' of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected to the death of an immediate family member or other ceremonial obligations under Aboriginal or Torres Strait Islander lore will be removed and replaced with an entitlement (subject to meeting relevant notice and evidence requirements).</p>
61	Leave to participate First People's Assembly of Victoria	<p>An Employee who is a member of the First Peoples' Assembly of Victoria will be entitled to up to 10 days paid leave per calendar year to fulfil their official functions during their term of office. This is consistent with current operational practice.</p>
62	Long Service Leave	<p>Existing long service leave provisions have been re-written to simplify and clarify the operation of the existing provisions. Paid and unpaid parental leave of up to 52 weeks will count as service for long service leave.</p> <p>Existing entitlements have not been substantively altered by this re-drafting process</p>
63	Defence Reserve Leave	<p>Minor amendment to clarify that applications for leave under this clause must be made with as much notice as is possible and be accompanied by evidence supporting the call to duty or reason for the service.</p>
67	Voluntary Community Activities	<p>An Employee, subject to the requirements set out in the clause, may be entitled to leave with pay of up to 10 days, per calendar year, to fulfil official functions during their term of office as an elected member of</p> <ul style="list-style-type: none"> <li>▪ a Local Government Council or</li> <li>▪ a committee of management of a not-for-profit community organisation which operates under a formal legal structure subject to applicable State of Federal legislation.</li> </ul> <p>This entitlement replaces the existing entitlement entitled "Leave to Engage in Voluntary Community Activities currently at clause 60 in the current agreement.</p>
68	Participation in sporting events	<p>Minor amendment to the existing provision to clarify that the length of absence from work and travel arrangements for participation in sporting events must be agreed with the Employer in advance before leave may be granted.</p>
69	Study Leave	<p>The existing study leave arrangements have been re-written to simplify and clarify their operation. The substantive amendments include</p>

Clause Reference	Clause title	Nature of proposed change
		<p>clarifying:</p> <ul style="list-style-type: none"> <li>▪ that the Employer may grant any Employee time off without loss of pay under this clause for professional development including Continuing Professional Development (CPD), short courses, micro-credentialing or other training,</li> <li>▪ the types of factors the employer make take into consideration when assessing a request for study leave,</li> <li>▪ that where an Employee undertakes an accredited course of study professional development, short course, micro-credentialing or other training, the Employee may be expected to complete some of the course requirements in their own time and</li> <li>▪ that the paid leave provided may be used weekly or, with the approval of the Employer, banked to support attendance at intensive courses.</li> </ul> <p>The quantum of leave available remains unchanged.</p>
70	Other leave	<p>Inserts an express discretion for the employer to grant paid or unpaid leave for any purpose.</p> <p>This provision replaces clause 63 (Leave without pay) in the current agreement.</p>
<b>Part 8: Emergency Management</b>		
71	Review of Emergency Management Provisions	<p>The parties have agreed to review the operation of the various emergency management provisions over the life of the Agreement, with a view to establishing an agreed set of common employment entitlements for Employees performing incident and emergency response and fire suppression work (collectively 'emergency management') as part of or in addition to their usual duties.</p> <p>The review will commence within six months of the Agreement commencing operation</p>
72	VPS Emergency Surge Capacity for State, Regional and Incident Control Centres	<p>This new provision establishes for the first time a set of conditions which will apply to employees providing support in the State Control Centre (SCC), Regional Control Centres (RCC) or Incident Control Centres (ICC) (Control Centre), where their Department is participating in the surge workforce program and the Employee is not otherwise entitled to more beneficial conditions under an agency specific appendix.</p>
<b>Part 9: Occupational Health and Safety</b>		
73	Accident Make Up Pay	<p>A minor amendment has been made to clarify the operation of the maximum entitlement. This amendment is consistent with current operational practice.</p>
74	Occupational Health and Safety	<p><i>Bullying and violence at work</i></p> <p>Over the life of the agreement the parties have committed to working toward a consistent, service wide approach to prevent and manage negative workplace behaviour</p> <p><i>Employee Support and debriefing</i></p> <p>The employer will provide support and debriefing to Employees who have directly or vicariously experienced a "critical incident" during the course of the work that results in personal distress or psychological</p>

Clause Reference	Clause title	Nature of proposed change
		trauma. <i>General amendments</i> A minor amendment has been inserted to reaffirm the commitment of the parties to ensure that health and safety representatives can exercise their powers to the extent provided for in relevant legislation.
<b>Schedule A: Redeployment</b>		
Sch A	Redeployment	Minor drafting amendment. No substantive change to existing provisions.
<b>Schedule B: Supported Wage System</b>		
Sch B	Supported Wage System	The minimum amount payable to employees' subject to the supported wage system has been adjusted to accord with the minimum requirements of the supported wage system.  The clause has also been updated to comply with changes the Fair Work Commission has made to the standard Supported Wage System clause. These changes do not change the operation of the Supported Wage System.
<b>Schedule C: VPS Salaries and Classification and Value Range Descriptors</b>		
Sch C1	VPS Salaries and Classification and Value Range	VPS salary ranges have been updated to reflect salary increases over the life of the Agreement.
Sch C2	Descriptors	The classification and value range descriptors have been updated to make it clear VPS Grade 1 is a designated 'training grade' for employees who are participating in a formal trainee, cadetship or similar VPS wide entry level employment program. This is consistent with the principle established in clause 23.6 of the current agreement.
<b>Schedule D: Legal Officer Adaptive Structure</b>		
Sch D1	Legal Officer salaries	Legal Officer salary structure. No change from previous Schedule C Table 1
Sch D2	Legal Grade and Value Range Descriptors	Minor drafting amendment. No substantive change to existing provisions. Previously Schedule E Table 2
<b>Schedule E: Allied Health Adaptive Structure</b>		
Sch E1	Allied Health salaries	Allied Health salary structure. No change from previous Schedule C Table 2
Sch E2	Allied Health Grade and Value Range descriptors	Speech Therapist amended to Speech Pathologist No change to descriptors previously Schedule E Table 3
<b>Schedule F: Science Adaptive Structure</b>		
Sch F1	Science salaries	Science salary structure. No change from previous Schedule C Table 3
Sch F1	Science Grade and Value Range	Science grade and value range descriptors s. No change from previous Schedule E Table 4

Clause Reference	Clause title	Nature of proposed change
descriptors		
<b>Schedule G: Adaptive Structures</b>		
Sch G	VPS Aligned Adaptive Classification Structures	<p>The Agreement’s structure has been re-organised to co-locate adaptive structures with relevant provisions applying to that workforce contained within the agency-specific appendices. Adaptive structures which apply to all departments and agencies are now provided in Sch C to Sch F of the Agreement.</p> <p>Schedule G sets out, in two separate tables, where each of the VPS and non-VPS aligned adaptive classification structures are located in the proposed Agreement.</p>

## Section II – Agency Specific Arrangements

**Table 2: Proposed changes to the agency specific matters**

Clause Reference	Clause title	Nature of proposed change
<b>Section II – Agency Specific Arrangements</b>		
1	Agency Specific Arrangements	All terms which apply to an agency specific workforce cohort are now located under Section II of the Agreement.
<b>Appendix 1 – Department of Justice and Community Safety</b>		
<b>Part 1 Corrections Victoria</b>		
1	Mental Health and Wellbeing	New clause commits the parties to work collaboratively towards eliminating workplace triggers which negatively impact mental health and operational stress injuries as well as stigma associated with mental health and operational stress injuries.
2.2	Emergency Response Group	Allowance rates increased by the general wage outcome.
2.3	Operations Manager and General Manager Standby/Duty Officer Allowance	Consistent with operational practice, this provision has been amended to clarify full time employees employed as operations managers or prison general managers who are required to be on standby or act as a weekend duty officer outside of their ordinary hours of work are eligible to be paid the allowance under this provision.
2.4	Prison Locksmith Supervisor Allowance	Clause has been changed to clarify that part time employees in the position of Prison Locksmith Supervisor will be paid a pro-rata amount based on their hours of work.
2.5	Shift Payments 12 hour day shifts Monday to Friday	Minor amendment to clarify the allowance is calculated on an employee's base salary.
2.6	Allowance for Delivery of Training by COG 2A staff	Allowance rates increased by the general wage outcome.
2.7	Documentary Evidence Requirements for Personal Leave – Custodial Officers.	Minor re-drafting to clarify the operation of this existing provision and make direct reference to the personal leave clause within Section I of the Agreement.
2.8	Security and Emergency Services Group (SESG)	<p>New entitlements and specific arrangements for employees of the Security and Emergency Services Group (SESG).</p> <p>The entitlements include:</p> <ul style="list-style-type: none"> <li>▪ A fortnightly disturbance allowance,</li> <li>▪ Supervisors intermittent overtime allowance,</li> <li>▪ Payment of higher duties for SESG staff at COG 2b level who are required to perform team leader roles.</li> </ul> <p>SESG specific arrangements include:</p>

Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>▪ Roster flexibility arrangements following incidents,</li> <li>▪ Provision of mobile phones with email functionality</li> <li>▪ Consultation regarding standards of fitness for SESG staff.</li> </ul>
4.2	Custodial Officers – Hours of Work and Rosters – Alteration to roster arrangements	Specific consultation over proposed changes to rosters and ordinary hours of work for Custodial Officers have been simplified. These changes are not intended to substantively alter current operational practice.
5	Flexible Working Arrangements	New provision establishes a process for the consideration of requests for flexible working arrangements, including timeframes, factors to be considered in assessing a request and avenues of appeal if requests for flexible working arrangements are refused.
6	Workplace Consultative Arrangements	<p>New provision establishes consultative arrangements for custodial locations, including prisons and the Security and Emergency Services Group.</p> <p>The consultative arrangements will be established for the purposes of ongoing consultation on relevant issues pertaining to the employment relationship, ongoing monitoring and assessment of the implementation of the Agreement and to deal with disputes.</p>
<b>Part 2: Custodial Officers</b>		
7	Custodial Officers Structure	Re-located from Schedule D6 in the current agreement. There are no substantive changes to the existing structure.
8	Custodial Officers Structure – 80 hour fortnight	Insert a new salary structure for custodial officers who work an 80 hour fortnight in accordance with current operational practice.
9	Custodial Officer Classification Descriptors	Re-located from Schedule E9 in the current agreement. There are no substantive changes to the existing descriptors.
<b>Part 3: Community Corrections</b>		
10	Community Corrections Practitioner	<p>Re-located from Schedule C8 in the current agreement. There are no substantive changes to the existing structure.</p> <p>Obsolete provisions translation arrangements to Community Corrections Practitioner structure under the current agreement have been removed.</p>
<b>Part 5: Sheriff's Office</b>		
11	Overtime – Commuted Allowance	Minor re-drafting. There is no change to the substantive entitlement.
14.1	Review of classification descriptors	New clause sets out that the parties will over the life of the Agreement conduct a joint review of all non-executive VPS value range standard descriptors against the duties of Sheriff's Officers to determine if the standard descriptors adequately reflect the duties

Clause Reference	Clause title	Nature of proposed change
		of Sheriff's Officers and if a new set of classification descriptors should be developed for Sheriff's Officers.
14.2	Review of Sheriff's Officer qualification	<p>New clause sets out that the parties will over the life of the Agreement conduct a joint review of the Sheriff's Officer qualifications in order to align with a revised Sheriff's Officer operating model and review of the VPS non-executive value range standard descriptors.</p> <p>The review may result in the agreed identification or development of an equivalent agreed qualification to the Certificate IV in Court operations.</p>
14.3	Review of mental health and wellbeing provisions	New clause sets out that the parties will work together over the life of the Agreement to develop and implement agreed measures, guidelines and standards to support Sheriff's Officers mental health, wellbeing and recovery.
14.4	Review of process for maintaining accoutrements	A review of the process by which Sheriff's Officers' accoutrements are maintained will be conducted during the life of the Agreement.

#### Part 6: Sheriff's Officer Classification Structure

15	Sheriff's Officer Classification Structure	<p>Re-located from Schedule C7 in the current agreement. There are no substantive changes to the existing structure.</p> <p>Obsolete provisions relating to the translation arrangements for staff with certain qualifications dating from June 2009 have been removed.</p>
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#### Part 8: Youth Justice

All	<p>Existing entitlements applying to Youth Justice employees from Appendix 4 have relocated to Appendix 1 reflective of the Machinery of Government change which occurred during the life of the current Agreement.</p> <p>Allowance rates have been increased reflective of the general wage outcome.</p>
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#### Part 9: Youth Justice - Non-VPS Aligned Adaptive Classification Structures and Descriptors

21.2-21.8	Implementation of Certificate IV in Youth Justice	<p>New clause provides that the Department is expected to implement a Certificate IV in Youth Justice which is specific to employment in Victorian Youth Justice Centres which will be approved, delivered and funded by the Department.</p> <p>New employees employed after the implementation date this qualification will be mandatory.</p> <p>Existing employees, an audit of existing skills will be conducted in recognition of prior learning and experience. Existing employees who complete the qualification and who are at or below the YJW Pay Point 1.9, will progress six salary points. A YJW Grade 1 Employee at or above the YJW Pay Point 1.10 will progress to a maximum Pay Point of 1.15 and will receive a once-off bonus payment.</p>
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Clause Reference	Clause title	Nature of proposed change
		A working group will also be established to monitor the implementation of the qualification.
21.9	Youth Justice Worker Structure	Re-located from Schedule D3 in the current agreement. There are no substantive changes to the existing structure.  The wage rates have been increased by the general wage outcome.
22	Youth Justice Custodial Career Structure Classifications and Standard Descriptors	Re-located from Schedule E8 in the current agreement. There are no substantive changes to the descriptors.
<b>Part 10: Youth Justice Custodial Centres</b>		
23-29	Various	Existing entitlements applying to Youth Justice Custodial Centres from Appendix 4 have relocated to Appendix 1 reflective of the Machinery of Government change which occurred during the life of the current Agreement.
<b>Part 11: Children Youth and Families Stream</b>		
31-32	Various	Existing entitlements applying to employees employed under the Children, Youth and Families Stream from Appendix 4 have been relocated to Appendix 1 reflective of the Machinery of Government change which occurred during the life of the current Agreement.
<b>Part 12: Child Protection Practitioner Structure – Non-VPS Aligned Adaptive Classification Structure – Department of Justice and Community Safety</b>		
33 and 34	Application and Child Protection Practitioner Structure	Reflective of the Machinery of Government Change which occurred during the life of the agreement, these new provisions clarify that the classification structures and descriptors applying to these streams are detailed in Appendix 4 of this Agreement and apply to employees employed by the Department of Justice and Community Safety where they are employed within either of the streams within the Child Protection Practitioner Structure.
<b>Part 13: Victorian Institute of Forensic Medicine- Forensic Nurse Examiners and Forensic Nurse (Biological Specimens).</b>		
Part 13	Victorian Institute of Forensic Nurse Examiners and Forensic Nurse (Biological Specimens).	This new part applies to employees of the Department of Justice and Community Safety who are employed as Forensic Nurse Examiners or Forensic Nurses (Biological Specimens) engaged in the collection of biological specimens on behalf of the Victorian Institute of Forensic Medicine (VIFM).  This new part captures the existing entitlements which these employees are currently receiving with the following improvements: <ul style="list-style-type: none"> <li>• The minimum length of casual shift for which these employees can be engaged is now three hours.</li> <li>• Public holiday hourly rates of pay for Forensic Nurses (Biological Specimens) have been increased.</li> </ul>

Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>Rates and allowances will be increased over the life of the Agreement reflective of the general wage outcome.</li> </ul> <p>Otherwise current entitlements which applied through contracts have been reflected in the proposed Agreement.</p>
<b>Appendix 2 – Department of Education and Training</b>		
<b>Part 1: Victorian Curriculum and Assessment Authority</b>		
2	Stand-by	Allowance rates have been adjusted reflective of the general wage outcome
Part 2	Senior Medical Advisors	This part has been removed as Senior Medical Advisers are no longer employed within the Department of Education and Training.
<b>Appendix 3 – Environmental Protection Authority</b>		
-	-	Part 2 of the Appendix 3 in the current agreement has been deleted. These provisions are obsolete and were replaced by Part 3 of the current agreement during the life of the current agreement.
-	Various	All allowance rates in the appendix have been increased by the general wage outcome.
<b>Appendix 4 – Department of Health and Human Services</b>		
<b>Part 1: General</b>		
5.2 (a)	Court Allowance	The allowance rates have been increased in line with the salary increases in the Agreement.
5.3	Sleepover Allowance	The allowance rates have been increased in line with the salary increases in the Agreement.
<b>Part 2: Child Protection</b>		
8.1	Child Protection Practitioner Structure	Re-located from Schedule D1 & D2 in the current agreement. There are no substantive changes to the existing structure.
9.1	Rural After Hours Stand-By	The allowance rates have been increased in line with the salary increases in the Agreement.
9.5 & 9.6	Joint CPSU/DHHS/Rural After Hours Service Working party	<p>This new clause sets out that a working party comprising of the CPSU, DHHS and the Rural After Hours Services (RAHS) shall be established to review and provide recommendations on appropriate working arrangements for RAHS employees. The working party will commence within six months of the Agreement commencing and shall consider:</p> <ul style="list-style-type: none"> <li>rosters,</li> <li>occupational health and safety (with a focus on fatigue and hours awake and</li> <li>what work arrangements need to be consistent across the State</li> </ul>

Clause Reference	Clause title	Nature of proposed change
		and where there is a need to have different local arrangements.
11	Night Shift Allowance	This clause has been changed to grant employees who required to perform shift work on a night shift (commencing on or after 8:00 pm and before 6:00 am on any day Monday to Friday inclusive excluding public holidays) an allowance of 35 per cent for night shift worked continuously for a period exceeding four weeks.
12.4, 12.5	Overtime and Additional leave – employee may be directed to take leave.	<p>New clause at 12.4 sets out that the 5 days of additional leave which are granted to Employees in the Child Protection Practitioners Structure who are</p> <ul style="list-style-type: none"> <li>▪ employed in metropolitan regions and in rural regions and classified in CPP Grade 3, 4, 5 and 6 or</li> <li>▪ in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 2, 3, 4, 5 and 6</li> </ul> <p>can be directed to be taken unless otherwise agreed or where exceptional circumstances exist (including reasons related to COVID-19).</p> <p>New clause at 12.5 sets out that where an Employee’s additional five days of annual leave are not taken by the end of the calendar year following the calendar year it was accrued, the Employer and the Employee must genuinely try to agree upon steps to use up the remaining additional leave.</p>
13	Professional Development Leave	<p>New clause provides for Professional Development Leave for employees with the Department of Health and Human Services in the following classifications:</p> <ul style="list-style-type: none"> <li>▪ employed in metropolitan regions and in rural regions and classified in CPP Grade 3, 4, 5 and 6 or</li> <li>▪ in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 3, 4, 5 and 6</li> </ul> <p>The clause provides that Employees in these classifications must actively pursue professional development activities that allow them to maintain knowledge in their current area of expertise in Child Protection/ the programs covered by the CYF stream and to improve their knowledge experience and competence.</p> <p>These Employees are entitled to up to 38 hours paid professional development leave per calendar year (pro rata for part-time employees) to undertake appropriate professional development activities.</p> <p>This leave can be used for mandatory and/or appropriate internal or external professional development training endorsed by the Employee’s line manager and approved by the Employer.</p> <p>This leave does not accumulate from year to year.</p>
<p><b>Part 3: Child Protection Practitioner Structure – Children Youth and Families Stream – Non- VPS Aligned adaptive Structures and Classification Descriptors – Department of Health and Human Services</b></p>		
16	Child Protection Practitioner	Re-located from Schedule D1 in the current agreement. There are no substantive changes to the existing structure.

Clause Reference	Clause title	Nature of proposed change
17	Structure – Children, Youth and Families (CYF) Stream	The salary amounts in this structure have been adjusted in line with the general salary increases in the Agreement.  Re-located from Schedule E6 in the current agreement. There are no substantive changes to the existing structure.
<b>Part 4: Child Protection Practitioner Structure – Child Protection Practitioner Stream – Non-VPS Aligned Adaptive Structures and Classification Descriptors – Department of Health and Human Services</b>		
18	Child Protection Practitioner Structure – Child Protection Practitioner (CPP) Stream	Re-located from Schedule D2 in the current agreement. There are no substantive changes to the existing structure.  The salary amounts in this structure have been adjusted in line with the general salary increases in the Agreement.
19		Re-located from Schedule E7 in the current agreement. There are no substantive changes to the existing structure.
<b>Part 5: Secure Welfare Programs</b>		
22	Secure Welfare Practice Principles	Specific Secure Welfare Practice Principles have been deleted.
<b>Part 6: Housing Programs</b>		
26	Housing Services Officer and Housing Customer Services Officer Structure	Re-located from Schedule C5 in the current agreement, with the following amendments: <ul style="list-style-type: none"> <li>the alignment of the Housing Services Structure with the VPS classification structure has been altered to align Housing Services Officer roles to a higher value range or grade.</li> <li>Team Leaders classed from VPS grades 4.1.4 to VPS 4.1.7 are entitled to receive an additional annual payment equal to 1 per cent of their annual salary where they are assessed at their annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.</li> <li>the clause now states that the barrier between a Housing Officer 2 Value Range 1 and Housing Officer 2 Value Range 2 is a soft barrier.</li> </ul>
27.2	Emergency Recall Allowance	The allowance rates have been increased in line with the salary increases in the Agreement.
29.2 (c)	Call Centres – Housing and Community Building Maintenance Call Centres: terms and conditions of employment.	The existing hours of work clause for Employees in the Housing and Community Building Maintenance Call Centres has been deleted.  Hours of work for these employees will now be determined by the core conditions of this Agreement.
30	Housing Working Party	New clause establishes the Housing Working Party to review and provide recommendations on the appropriate working arrangements for the following employees:

Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>▪ Housing Services Officers</li> <li>▪ Field Services Officers</li> <li>▪ Team Leaders and Managers</li> <li>▪ Housing Call Centre Employees</li> </ul> <p>The Working Party shall have reference to the relevant classification structure and descriptors including consideration of the appropriate number of progression points for HSO3s, appropriate classifications for Team Manager and Housing Service Manager positions and appropriate classifications or descriptors for Field Service Officers (FSOs).</p> <p>The Working Party will be comprised of representatives of the CPSU and the Department of Health and Human Services.</p> <p>The Working Party will develop and agree to a terms of reference and will commence at a time agreed by the parties. The Working party will complete its work within twelve months after the parties agree to commencing it.</p>

#### Part 7: Housing Officer/Customer Service Officer – Classification Descriptors

31	Housing Service Officer / Housing Customer Service officer – Classification Descriptors	<p>Re-located from Schedule E6 in the current agreement and amended as follows:</p> <ul style="list-style-type: none"> <li>▪ The term early housing needs has now been changed to Victorian Housing Register.</li> <li>▪ A new key task has now been included which requires the undertaking of risk assessments and to make related referrals where clients may have specific needs placing their housing at risk.</li> </ul>
Clause 31, Table 90	Classification Descriptors	Minor changes have been made to this table which sets out the classification descriptors for HSO level 1 and level 3 classification levels to reflect current operational practice.

#### Youth Justice

-	-	Entitlements formerly applying to Youth Justice employees in Appendix 4 have been relocated to Appendix 1 reflective of the Machinery of Government change which occurred during the life of the current Agreement. See Appendix 1 summary above for further details.
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#### Appendix 5 – Department of Jobs, Precincts and Regions

1	Operation of appendix	The scope of the Appendix has been updated to reflect machinery of government changes.
2	Operation of Part 1	The scope of Part 1 has been updated to reflect machinery of government and organisational structure changes.
3	Non-Emergency Stand-by	The allowance provided to applicable employees who are required to be on stand-by and available to return to undertake duty outside their normal hours of duty has been increased in line with salary increases in the Agreement.

Clause Reference	Clause title	Nature of proposed change
4	Stand-by on a Vessel	This existing allowance is available for applicable employees who are travelling to, or from work locations on a vessel outside of normal hours of duty and is required during that time to be on stand-by. The allowance rates have been increased in line with salary increases in the Agreement.
6	Camping	This existing allowance provides a camping allowance for every night an applicable Employee is required to camp outdoors or reside in tendered or temporary accommodation or where commercial provided accommodation is below a 3 star permanent rating. The allowance rates have been increased in line with salary increases in the Agreement.
7	Ocean Going Allowance	This allowance provides an allowance for every hour where an employee is aboard a vessel outside the limits of the port of Port Phillip or any other recognised port. The allowance rates have been increased in line with salary increases in the Agreement.
9.1 and 9.2	Diving Allowance	<p>Clause 9.1 provides an allowance to an applicable Employee who is competent and required in the course of their official duties to dive underwater for each day on which approved diving duties are required to be performed.</p> <p>Clause 9.2 provides an allowance for any day in which they are required to perform the work of a diving supervisor.</p> <p>Both allowances have been increased in line with salary increases in the Agreement.</p>
10	Farm and Building Security Allowance	This allowance is paid to an applicable Employee who is assigned responsibility and duty for caretaking and security of Departmental property (including farm land, buildings, equipment and livestock) outside of the person's ordinary hours of work. The allowance rates have been increased in line with salary increases in the Agreement.
11	Remote Locations	This existing allowance is paid to Employees who live and work in a remote location. The allowance rates have been increased in line with salary increases in the Agreement.
13.2	Time in Lieu	Time in lieu (TIL) provisions updated to create greater clarity of approval of TIL and the interaction between TIL and overtime.
13.3	Paid Overtime	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to align to the lowest pay point in Grade 4.
<b>Part 2: Emergency Work</b>		
14	Application	<p>The scope of Part 2 has been updated to reflect machinery of government and organisational structure changes.</p> <p>The application of the Emergency provisions will apply where urgent action is required to meet the Department's emergency management responsibilities in the event of an 'emergency disease outbreaks' or to 'any natural disaster emergency recovery'.</p>

Clause Reference	Clause title	Nature of proposed change
-	Deletion of existing clause providing for paid rest period entitlement	Clause 19 of the existing Agreement provides for a rest period of 8 hours (paid at 7.6 hours) where a work period exceeds 16 hours. This clause has now been deleted.
20	Monday to Friday Payment	This clause has been changed to state that an Employee's wage rate will revert to an ordinary time rate when the employee has received a rest period of 10 hours consistent with the core rest break provisions.
23	Stand-by	This clause provides for a stand-by allowance for Employees who are required to remain available for an immediate recall to work. The allowance rates have been increased in line with salary increases in the Agreement.
23.6	Stand-by – 4 hours	This clause has been changed to provide that an employee will be entitled only for 4 hours of stand-by pay in the circumstance where they are notified by midday on the preceding day that stand-by for Saturday, Sunday and/or Public holiday has been cancelled.
23.8	Stand-by on a weekday which has a high fire danger rating	This new clause provides that the Employer may place an Employee on stand-by at the cessation of an Employee's normal working time where that day has a high fire danger rating.
23.9	Designated Duty Officer – stand-by	This provision has been amended to stipulate that the day rate for Designated Duty Officer stand-by covers the period between 10:00 am to 6:00 pm and the night rate covers the period between 6:00 pm and 10:00 am.  The stand-by allowances have also been increased in line with salary increases in the Agreement.
30	Deletion of the Camping allowance	The camping allowance at clause 30 of the existing agreement has been deleted.
30	Emergency Deployment Allowance	This clause provides for the emergency deployment allowance which compensates for disabilities encountered while undertaking emergency work and any ordinary time worked under the emergency provisions outside the normal spread of hours.  This allowance has been increased to align with the rate paid to DELWP employees and going forward will also be increased in line with the general salary increases in the Agreement.
31	Emergency Support Allowance	This clause provides for a per hour allowance to compensate deployed Support Employees for the nature of the work and any ordinary time worked under the emergency provisions outside the normal spread of hours.  This allowance has been increased to align with the rate paid to DELWP employees and going forward will also be increased in line with the general salary increases in the Agreement.
34	Deletion of the allowance for	The allowance for missed meal at clause 34 of the existing agreement has been deleted.

Clause Reference	Clause title	Nature of proposed change
	missed meal	
32	Incident Management Team (IMT) Payments	Role position titles have been updated to reflect current operational practice. The role of Public Information Officer will now be entitled to an IMT payment.
33	Payment of Overtime Ceiling	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to the align to the lowest pay point in Grade 4.

### Fisheries Officers

Part 3 -Fisheries Officers Matters	Deletion of existing part 'Fisheries Officers Matters'	Part 3 of the existing agreement provides for entitlements for Fisheries Officers. This part has been deleted as Fisheries Officers are no longer employed by the Department of Jobs, Precincts and Regions – see Appendix 15 for terms which apply to employees of the Victorian Fisheries Authority.
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## Appendix 6 – Department of Environment, Land, Water and Planning

### Part 1: Emergency Work

1	Emergency Work	The circumstances for which the Emergency Work terms will apply have been updated to reflect current operational practice. The terms will apply in the event of bushfire, planned burn, response to other emergency or when an Employee is directed to perform emergency related work by the designated Duty Officer or Agency Commander as distinct from their ordinary duties reporting through their 'business as usual' supervisor.  Consequential changes are made throughout to reflect current broader definition of emergency work beyond fire-fighting.  The Employer to provide emergency deployed Employees, equipment, Personal Protective Equipment and Personal Protective clothing which is fit for purpose for that emergency type.
3	Fit For Emergency	Employees will be required to undertake medical and fitness tests relevant to their emergency role to ensure they are medically cleared and fit to safely perform the role.  Employees who fill emergency roles that require a fitness assessment will, subject to operational requirements, be provided with 120 minutes per week for all medically cleared Employees for the purpose of achieving and maintaining required fitness levels.
5	Work Period	This provision outlines minimum work period for Mon to Fri, Saturday, Sunday and Public Holiday work. The minimum work period can be a combination of normal and emergency duties.
6.2	Rest Period – 10-hour break	The minimum rest break has been increased from 8 to 10 hours consistent with the core provisions.
6.7	Deletion of existing	This clause which states that emergency arrangements should be

Clause Reference	Clause title	Nature of proposed change
	clause – rest breaks greater than 16 hours	organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period has been deleted.
6.7	Rest Period	Where an Employee is schedule for a rest break but is accommodated away from normal location they will be paid for a minimum of 7.6 hours for each day they remain away.
7	Meal Interval	This clause has been changed to exclude the emergency circumstances listed in clause 1.1 of this Part.
8	Monday to Friday Payment	This provision has been amended so that the wage rate will only revert to ordinary time when the Employee has received a rest period of 10 hours (previously 8 hours).
11.3	Stand-by	The stand-by allowance rates have been increased in line with salary increases in the Agreement.
11.4	Rostered stand-by	The definition of Rostered stand-by for Employees on Saturday, Sundays and Public Holidays has been changed to mean a continuous eight-hour period within a 24 hour period.
11.5	Placed on stand-by	This clause has been changed to include employees who are placed on (and not rostered) on stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by for each day they are placed on stand-by.
11.6	Default Stand-by hours for Saturdays, Sundays or Public Holidays	Unless notified a minimum of 24 hours prior to stand-by commencing, the default stand-by hours for Saturdays or Public Holidays will be 10:00 am to 6:00 pm.
11.8	Stand-by Placement for additional hours on Saturday, Sunday or Public Holidays	This new clause provides that an Employee may be placed on stand-by for additional hours on any Saturday, Sunday or Public Holiday. If stand-by is varied it will be in accordance with the rate specified in clause 11.3
11.9	Stand-by – Employer may place employees on stand-by at the cessation of the normal working time for the day.	This new clause provides that, subject to emergency requirements, that the Employer may, on any normal work day, place an Employee on stand-by at the cessation of the normal working time for the day. Payment will be made from the normal time of cessation of work at the rate payable as per clause 11.3
11.10	Callout Rates	This provision clarifies that employees called to perform work covered by Part 1 of the Appendix, will be paid the callout entitlements (see cl 13 of Appendix 6) and cease to be paid stand-by.
12	Duty Officer	Duty Officer, Agency Commanders, Regional Controllers or other roles as determined by the Employer who are required to be available for contact for work relating to those roles are entitled to the stand-by allowance.

Clause Reference	Clause title	Nature of proposed change
		<p>The provision describes the limitations and obligations on employees on stand-by when performing these roles.</p> <p>The allowance rates will be increased in line with the general wage increase.</p>
13	Callout	<p>This clause has been changed to state that if an Employee is recalled to duty within 4 hours of ceasing a previous work period, the total work period prior to re-commencement of work on the recall will be used for the purposes of calculating fatigue and rest breaks.</p> <p>Callout payments to Employees are to compensate them for any time on stand-by within the 4-hour period should the Employee be released to stand-by prior to the end of the 4 hour period.</p> <p>At the cessation of the 4-hour period, employees will revert to the stand-by rate for the remainder of any rostered or arranged stand-by period.</p>
15.6	Resumption of normal duties	<p>This provision summarises when the entitlements under this Part cease to apply. To additional scenarios have been added, as follows:</p> <ul style="list-style-type: none"> <li>▪ in the case of planned burning, after the planned burn has reached at least “Under Control 2” status.</li> <li>▪ in the case of non-fire emergencies, when released from the emergency shift.</li> </ul>
16.3	Rest Periods for deployments between emergency duties	<p>This is a new clause which provides for an additional rest period of 2 days where an Employee has been deployed to one or more emergency incidents for a minimum of 21 Emergency Shifts within the previous 28 days. The total 4 days of rest shall be taken consecutively.</p>
17.1	Provision of meals	<p>This provision has been amended to clarify:</p> <ul style="list-style-type: none"> <li>▪ the Employer will provide 3 meals per day to staff if they work at mealtimes during emergency shifts,</li> <li>▪ Employees on a normal working day must provide their own lunch for the first shift of an outbreak of bushfire or other emergency, and</li> <li>▪ Employees will provide their own breakfast when deployed to a known Emergency Shift unless accommodated away from their normal location the previous night.</li> </ul>
18.1	Emergency Field Allowance	<p>This clause has been changed to include an Employee’s home or accommodation as locations the Employee may be deployed from to be eligible for this allowance.</p> <p>The allowance rates have been increased in line with the general salary increases in the core of the Agreement.</p>
19	Emergency Support Allowance	<p>The allowance rates have been increased in line with the general salary increases in the core of the Agreement.</p>
20	Incident Management Team Responsibility	<p>The tables for the Incident Management Team Responsibility Payments simplified and the payments have been increased in line with the general salary increases in the core of the Agreement.</p>

Clause Reference	Clause title	Nature of proposed change
	Payments	<p>The Incident Management Team Payments must be paid to an Employee prior to the end of the financial year as a lump sum upon verification in May of each year of the Employee's training currency, attendance at annual updates and availability to be deployed over the previous year.</p> <p>The parties will establish a working group to review IMT role payments. The working group's purpose is to develop agreed principles for the purpose of determining which roles should receive an IMT payment and the quantum of the payment. It is intended the review will be completed by 31 August 2020</p>
21	Payment of Overtime Ceiling	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to the align to the lowest pay point in Grade 4.
22	Definitions	Definitions for Emergency, Emergency Shift, Deployment and Bushfire have been updated to reflect current operational practice.
23	Rosters	Draft rosters, including expected participants names and provisional roles, are to be prepared by 1 July each year. Following an opportunity for employees to comments final rosters will be published by 1 September.
24	Financial Support for Personal Injuries	The Employer will maintain a scheme that provides financial support to Employees who perform fire suppression and planned burning work. The scheme will cover accidental personal injury, or their estate in the case of accidental death. The Employer will maintain a policy in line with that commitment for the life of this Agreement.
25	Additional superannuation for employees in fire management and fire response	Provides for additional superannuation contributions to be made on behalf of Employees who are engaged in fire response and planned burning activities
26	Fatigue Management Leave	Employees who perform overtime and stand-by work following the enactment of Emergency Work provisions will be eligible to accrue Fatigue Management Leave subject to undertaking a minimum of 152 hours of overtime or stand-by within a 12-month period. Additional leave is accrued and must be taken within the same 12-month period.
27	Night duty allowance	An Employee performing emergency work will be paid an allowance of 7.5% of their salary for all time worked on any shift that commenced on or after 1200 (noon) where that shift extends beyond midnight.
<b>Part 2: Overtime</b>		
28	Overtime	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to the align to the lowest pay point in Grade 4.

**Part 3: Allowances**

Clause Reference	Clause title	Nature of proposed change
29	Camping	This existing allowance provides a camping allowance for every night an applicable Employee is required to camp outdoors or reside in tendered or temporary accommodation or where commercial provided accommodation is below a 3 star permanent rating. The allowance rates have been increased in line with salary increases in the Agreement.
30	Non-Emergency Stand-by	The allowance provided to applicable employees who are required to be on stand-by and available to return to undertake duty outside their normal hours of duty has been increased in line with salary increases in the Agreement.
31	Remote Locations	This existing allowance is paid to Employees who live and work in a remote location. The list of eligible locations has been updated and the allowance rates have been increased in line with general salary increases in the core of the Agreement.

#### Appendix 7 – Ministerial Transport Officers

1	Application	The term Ministerial Chauffeur has been replaced with Ministerial Transport Officer (MTO) throughout the agreement reflecting current terminology. MTO includes drivers with an assigned passenger and pool drivers.
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#### Part 1: Ministerial Transport Officers

3	Hours of work and overtime	The current arrangement of 106 ordinary hours per fortnight is maintained. Further explanatory provisions have been inserted to explain the historical nature of this arrangement and to reflect the requirements of the <i>Fair Work Act 2009</i> as to how ordinary hours of work are to be expressed in enterprise agreements.
4	Additional overtime	<p>Consistent with the changes above clause 4 has been renamed to “Additional Overtime” in recognition the arrangement of 106 ordinary hours per fortnight already includes 30 reasonable additional hours.</p> <p>To ensure driver and passenger safety existing protections regarding the working of overtime have been simplified and a reasonable right of refuse to work overtime and stand-by in certain circumstances has been inserted reflective of the requirements of the <i>Fair Work Act 2009</i>.</p> <p>The overtime payment ceiling has been increased consistent with the general wage outcome.</p>
5	Maximum daily hours and minimum rest periods	<p>To ensure driver and passenger safety further protections have been inserted to ensure the hours worked by MTO’s are reasonable and safe. These include:</p> <ul style="list-style-type: none"> <li>▪ ensuring active driving duty in excess of 12 hours is not performed on any single day, and</li> <li>▪ provisions to ensure the observance of a 10 hour rest break between periods of duty, and</li> <li>▪ a requirement that MTO observe, as a minimum, one weekend clear of duty in each four week period.</li> </ul>

Clause Reference	Clause title	Nature of proposed change
6	Review of working arrangements for MTOs	The parties have agreed to establish a working group over the life of the Agreement to review hours of work, including considering employee health, safety and wellbeing and remuneration arrangements.
7	Allowances and expenses	<p>To ensure driver and passenger safety pool drivers without an allocated passenger will be required to be on stand-by outside of ordinary hours on Monday to Friday to facilitate allocated passengers maintaining safe work patterns and observing appropriate rest breaks.</p> <p>Pool drivers will be required to be on stand-by a maximum of five days per fortnight and be paid a fortnightly allowance in compensation.</p> <p>Allowance and reimbursement rates throughout the clause have been increased in line with the general wage outcome.</p> <p>Uniform items have been updated to reflect current operational practice.</p>
9	Assisting with pool duties	The existing provision has been re-drafted to reflect current operational practice that MTOs are required to assist with pool duties where their assigned passenger is on leave.

## Part 2: Non-VPS Aligned Adaptive Structure and Classification Descriptors - MTO

12	Annualised salary arrangements for MTOs	<p>Schedule D5 of the current agreement has been re-located here and amended to:</p> <ul style="list-style-type: none"> <li>mirror the changes made to clause 3 of this Appendix to explain the composition of the 106 ordinary hours per fortnight arrangement, and</li> <li>increase the annualised salary rates in line with the general wage outcome.</li> </ul>
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## Appendix 8 – Victoria Police

### Part 3: Forensic Officers – Non-Aligned Adaptive Classification Structures and Descriptors

6	Forensic Officer Structure	<p>Re-located from Schedule D4 in the current agreement. There are no substantive changes to the existing structure.</p> <p>The salary amounts in this structure have been adjusted in line with the general salary increases in the Agreement.</p>
7	Forensic Officer Work Level Descriptors	Re-located from Schedule E10 in the current agreement. There are no substantive changes to the existing structure.

### Part 5: Police Custody Officers

11	Hours of work	<p>The following rostering protections have been inserted:</p> <ul style="list-style-type: none"> <li>each employee must be rostered with a minimum of four rest days per fortnight or carry the outstanding balance into the next fortnight;</li> <li>in each financial year a Police Custody Officer is to be rostered</li> </ul>
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Clause Reference	Clause title	Nature of proposed change
		<p>two consecutive rest days on at least 15 occasions including, where practicable, 10 weekends;</p> <ul style="list-style-type: none"> <li>Police Custody Officers will be granted a night work recovery shift following a period of 7 or more consecutive shifts of night work.</li> <li>If an Employee is required to work during their night work recovery shift, the employee will be paid at overtime rates.</li> </ul> <p>Victoria Police and the CPSU will complete a review of the Police Custody Officer workforce by 31 December 2021.</p>
12	Uniform	A Police Custody Officer, required by the Employer, to have and maintain a uniform shall be paid a fortnightly allowance of \$15.
<b>Part 6: Police Custody Officer VPS Aligned Classification Structure and Classification Descriptors</b>		
13	Police Custody Officer Structure	Re-located from Schedule C11 in the current agreement. There are no substantive changes to the existing structure.
<b>Part 7: Police Custody Officers – Classification Descriptors</b>		
15	Police Custody Officer Descriptors	Re-located from Schedule E11 in the current agreement. There are no substantive changes to the existing descriptors.
<b>Appendix 9 – Commercial Passenger Vehicles Victoria</b>		
All	All	<p>Minor changes throughout the appendix to reflect the organisational name change during the life of the current agreement from Taxi Services Commission to Commercial Passenger Vehicles Victoria.</p> <p>Other minor terminology changes reflective of current operational practice.</p>
2	Non-Emergency Stand-by	Existing non-emergency stand-by rates have been increased in line with the general wage outcome.
<b>Appendix 10 – Independent Broad-based Anti-Corruption Commission</b>		
<b>Part 1: Surveillance, Investigators, Intelligence Analysts and Senior Forensic Accountants</b>		
Part 1	Surveillance, Investigators, Intelligence Analysts and Senior Forensic Accountants	<p>Part 1 and Part 2 of Appendix 10 of the current agreement both provide composite allowance to Surveillance (see Part 1), Investigators, Intelligence Analysts and Senior Forensic Accountants (see Part 2). These existing parts have now been consolidated into a single part to ensure composite allowance arrangements are applied consistently to eligible employees.</p> <p>There are no substantive changes to the operation of the existing composite allowances resulting from these changes.</p>
<b>Part 2: Supplementary Terms and Conditions of Employment for Operational Employees</b>		
15	Payment of overtime	From 1 July 2020, the ordinary rate of payment for the calculation of overtime is capped at the lowest pay point within Grade 4, consistent with core overtime provisions.

Clause Reference	Clause title	Nature of proposed change
<b>Appendix 11 – Court Services Victoria</b>		
2	Court Registrar Structure	<p>A review of the Clerk of Courts and registry roles will commence within three months of the Agreement commencing operation.</p> <p>Clarifying provisions have been inserted to make it clear trainee registrars are not precluded from advancing to Deputy Registrar prior to completing three years' experience where skills and performance warrants advancement.</p>
6	County Court uniform provisions	<p>County Court uniform provisions have been inserted reflective of current operational practice. These provisions detail minimum uniform provisions to be provided to employees.</p> <p>A \$150 annual reimbursement will be made available to Tipstaves to replace shoes. This allowance will be adjusted annually in accordance with the relevant CPI measure.</p>
<b>Appendix 12 - Office of the Governor</b>		
2	Uniforms	<p>Minimum uniform provisions for Garden and Grounds Employees have been inserted reflective of current operational practice.</p> <p>Clothing reimbursement rates have been increased consistent with the general wage increases.</p>
<b>Appendix 13 – Victorian Commission for Gambling and Liquor Regulation</b>		
3.4	Commuted Off-Roster Allowance - Inspectors	<p>The application of the allowance has been clarified to cover special duties or projects in addition to employees performing special investigative duties.</p> <p>The allowance is payable to Inspectors taken off the standard roster to perform the special investigative duties, special duties or projects' for the duration of those duties or projects.</p>
-	Overtime and Time Lieu	Clause 3.6 of Appendix 13 in the current agreement has been deleted as an obsolete term.
<b>Appendix 14 – Game Management Authority</b>		
2	Non-Emergency Standby/Recall	<p>This clause has been renamed from 'Non-Emergency Stand-by' to 'Non-Emergency Stand-by/Recall'</p> <p>Clause amended to provide for same conditions for receipt of allowance core provisions.</p> <p>The stand-by allowance rates in this clause have been increased in line with the general salary increases in the Agreement.</p>
4	Camping	This existing allowance provides a camping allowance for every night an applicable Employee is required to camp outdoors or reside in tendered or temporary accommodation or where commercial provided accommodation is below a 3 star permanent rating. The allowance rates have been increased in line with salary increases in the Agreement.
5	Remote Locations	This existing allowance is paid to Employees who live and work in a

Clause Reference	Clause title	Nature of proposed change
		remote location. The allowance rates have been increased in line with salary increases in the Agreement.
8.2	Time in Lieu	Wording changed for approval for employee to work excess normal working hours from 'local' manager to 'direct' manager.
8.3	Paid Overtime	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to align to the lowest pay point in Grade 4.

### Appendix 15 - Victorian Fisheries Authority

1	Operation of this appendix	A new appendix applying to employees of the Victorian Fisheries Authority has been created. The relevant provisions currently applying under Appendix 5 in the current agreement have been replicated in Appendix 15 where those existing conditions are relevant to employment within VFA. Any substantive amendments to the operation of existing conditions are noted below, otherwise the existing conditions remain.
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### Part 1: Stand-by, Recall and Related Matters

2	Non-Emergency Stand-By	Emergency stand-by allowance rates have been increased in line with the general wage outcome.
3	Stand-by on a vessel	The existing stand by on a vessel allowance rates have been increased in line with the general wage outcome.
5	Duty Officers	<p>This clause sets an hourly rate which is applicable where an Employee is performing the functions of a designated Duty Officer (Commercial Fisheries Duty Officer, 13 FISH Duty Officer or Operations Duty Officer).</p> <p>The clause also sets out a separate set of rates where an Employee is a designated 13 FISH or Operations duty Officer during the months October to April.</p> <p>The allowance rates are escalated over the life of the agreement consistent with the general wage outcome.</p>
6	Camping	This clause provides out a per night allowance for Employees who are required to camp outdoors or reside in tendered or temporary accommodation or where commercial provided accommodation is below a 3 star permanent rating. The existing allowance rates have been increased in line with the general wage outcome.
7	Ocean Going Allowance	The existing allowance rates have been increased in line with the general wage outcome.
9	Diving Allowance	The existing allowance rates have been increased in line with the general wage outcome.
10	Remote Location	<p>This clause provides for an allowance for employees, in addition to their salary, for the cost and inconvenience of living and working in a remote location.</p> <p>Eligible locations have been condensed given Mallacoota is the only</p>

Clause Reference	Clause title	Nature of proposed change
		eligible location in which VFA have operations. The existing allowance rates have been increased in line with the general wage outcome.
12	Overtime	The ceiling salary for which the hourly rate of overtime will be calculated has been increased to the align to the lowest pay point in Grade 4.
<b>Part 2: Emergency Work</b>		
13	Emergency Work	This provision has been amended the existing emergency response requirements applying from Appendix 5 in the current agreement to reflect VFA specific emergency response requirements. The clause also clarifies which terms apply to VFA employees when required to assist in responding to emergencies in the DJPR or DELWP portfolios.
<b>Part 3: Fisheries Officers Matters</b>		
18	Marine Qualification Allowance	Employees required to hold a marine qualification and act as a master on a VFA vessel for a period of at least 3 hours on 5 separate days or more in any financial year will be paid an annual lump sum payment in recognition of their responsibilities and qualifications.
<b>Part 4: Fisheries Officer Structure</b>		
19	Fisheries Officer Structure	Re-located from Schedule C9 in the current agreement. There are no substantive changes to the existing structure.
<b>Appendix 16 – Department of Transport and Major Transport Infrastructure Authority</b>		
App 16		A new appendix has been created applying to employees of the Department of Transport and employees of Major Roads Project Victoria (MRPV) now employed in Major Transport Infrastructure Authority who are employed in respect of the functions that were transferred in 2018 from VicRoads .
1	Arrangements	New provision clarifies that Professionals Australia, while not a party to the agreement, will not be prevented from representing their members who are employed in respect of the functions that were transferred in or around 2018/2019 from VicRoads to DOT and Major Roads Project Victoria (MRPV) MTIA, in relation to individual and/or collective matters.
2	Professional Engineers	A Professional Engineers Registration scheme is likely to be established during the life of the Agreement. DOT and MTIA will discuss with the CPSU the implications of the scheme for engineers if and when a scheme is established.
3	Emergency Management	This new provision clarifies that DoT will apply the emergency management conditions outlined in clause 72 of the Agreement to employees (unless a more favourable condition applies in another industrial instrument, letter or contract of employment) where the Employee is:

Clause Reference	Clause title	Nature of proposed change
		<ul style="list-style-type: none"> <li>▪ performing emergency related work in a Control Centre in response to a declared emergency, that is or is not a part of the employee's ordinary duties or their Employers' usual business operations;</li> <li>▪ has the approval of their Employer to perform the work referred; and</li> <li>▪ is trained, skilled and fit for duty to perform the work.</li> </ul> <p>DoT will engage in the VPS Emergency Management Working Group in accordance with clause 71 of the Agreement, as appropriate.</p>
<b>Signatories</b>		
Signatories		<p>The signatories' section has been updated to reflect changes to the names and composition of the agreement respondents and moved to the end of the Agreement.</p> <p>The names and addresses of the respective agencies and agency heads have all been updated</p>