

HealthShare Victoria Enterprise Agreement 2024

(Made pursuant to Part 2-4, Division 1, Section 172 of the

Fair Work Act 2009)

Part 1: Application and Operation of the Agreement

1. Title

This Agreement shall be known as the HealthShare Victoria Enterprise Agreement 2024.

2. Arrangement

The Agreement is arranged as follows:

Clause Number and Subject:

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3. Definitions

3.1 In this Agreement, the following terms have the corresponding meanings:

- (a) **Acceptable evidence** means:
 - (i) a medical certificate from a legally qualified and registered medical/health practitioner issued within the practitioner's scope of practice;
 - (ii) if it is not reasonably practicable for the Employee to give the Employer a medical certificate, a statutory declaration made by the Employee; or
 - (iii) any other form of evidence that the Employer agrees to accept.
- (b) **Act** means the *Fair Work Act 2009* (Cth).
- (c) **Accredited Representative** of the Union means an officer or employee of the Union, or a workplace delegate accredited by an authorised officer of the Union
- (d) **Agreement** means the HealthShare Victoria Enterprise Agreement 2024.
- (e) **Board** means the HSV Board as appointed by the Minister for Health.
- (f) **Casual Employee** has the meaning given to it under section 15A of the Act.
- (g) **Classification Level** means a Classification Band Level as provided for and described in **Schedule A** of this Agreement.
- (h) **De facto partner** means a person who lives with the Employee on a bona fide domestic basis although not legally married to the Employee and includes a former de facto partner.
- (i) **DC-Aligned Employee** means:
 - (i) an Employee whose contract or position description requires them to perform work at the same time that a distribution centre or warehouse operated by the Employer is in operation; and
 - (ii) includes any Employee engaged at the time this Agreement is made who occupies a role listed in **Schedule A**
- (j) **Employee** means a person who is employed subject to the terms and conditions of this Agreement and appointed to a Classification Level provided for, and described in, this Agreement.
- (k) **Employer** or **HSV** means Health Purchasing Victoria trading as HealthShare Victoria.
- (l) **Excessive Annual Leave Accrual** means an accrued annual leave entitlement of over 152 hours.
- (m) **FWC** means Fair Work Commission.
- (n) **Immediate family member** of a person means:
 - (i) a spouse or de facto partner, including a spouse or de facto partner from whom the person is separated,
 - (ii) child (including adopted child or step-child), parent (including parent in law), grandparent, grandchild, sibling (including sibling in law), niece or nephew of the person;
 - (iii) a household member of, or other person of significance to, the person.
- (o) **Manager** means an Employee's immediate supervisor.
- (p) **Regular Casual Employee** has the meaning given to it under section 12 of the Act.
- (q) **Union** or **CPSU** means the Community and Public Sector Union State Public Services Federation (SPSF) Group Victoria (CPSU).
- (r) **Family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of a person, a member of the person's household, or a current or former intimate partner of a person, that:
 - (i) seeks to coerce or control the employee;
 - (ii) causes the employee harm or to be fearful,

- (s) **Close relative** of a person means a person who:
- (i) is a member of the first person's immediate family; or
 - (ii) is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

4. Commencement of the Agreement

- 4.1 This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 30 June 2028.
- 4.2 This Agreement will continue in force after the expiry date in accordance with the Act.

5. Parties to the Agreement and Coverage

- 5.1 This Agreement covers all Employees employed by Health Purchasing Victoria trading as HealthShare Victoria ('the Employer') within the classifications set out in **Schedule A**.
- 5.2 This Agreement does not cover:
- (a) any Employee who is covered by the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025*, or any subsequent agreement or;
 - (b) any Employee who is classified as an executive within the meaning of the Public Entity Executive Remuneration (PEER) Policy.
- 5.3 For the avoidance of doubt in interpreting this clause, the following people are not covered by this Agreement:
- (a) the Board,
 - (b) the Chief Executive
 - (c) senior management, including the Executive Leadership Team;
 - (d) Any employee who is classified as:
 - (i) A member of the leadership team under the Employer's organisational structure (including, but not limited to, the Executive Leadership Team) and as specified in the Employee's contract of employment; or
 - (ii) An executive within the meaning of the Public Entity Executive Remuneration (PEER) Policy.
 - (e) any worker engaged to work in a warehousing or logistics role and whose usual place of work is a distribution centre or warehouse facility operated by the Employer and who is covered by the *Health and Allied Services, Managers and Administrative Workers (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2021-2025*, or any subsequent agreement shall not be covered by this agreement.
- 5.4 The Union shall be covered by this Agreement provided that it meets the notice requirements as prescribed by the Act and the FWC notes in its decision to approve the Agreement that the Agreement covers the Union.

6. Relationship To Previous Industrial Instruments

- 6.1 This Agreement operates to the exclusion of any award, agreement or workplace determination which previously applied to the Employees.
- 6.2 The National Employment Standards (NES) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement may provide for conditions in excess of (but not below) the NES.

7. No Extra Claims

- 7.1 The Employees and Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims until the nominal expiry date of this Agreement.
- 7.2 Subject to the provisions of the Agreement and contracts of employment it is not the intent of this clause to restrict, inhibit or limit the Employer's prerogative to introduce change at the workplace.

8. Savings Clause

- 8.1 No Employee shall suffer any loss of diminution of wages or entitlements (whether accrued or otherwise) or terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.
- 8.2 The parties acknowledge that this Agreement reflects entitlements that are prescribed by the National Employment Standards (NES) in the Act. These include but are not limited to annual leave.

9. Individual Flexibility Arrangement

- 9.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and the Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 9.2 An individual flexibility arrangement may vary the effect of **clause 27**
- 9.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.4 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer and that the requirements of section 202 of the Act are complied with.
- 9.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 9.7 The Employer must ensure that any individual flexibility arrangement sets out:
- (a) which terms of this Agreement will be affected or varied by the individual flexibility arrangement;
 - (b) how the individual flexibility arrangement will vary or affect the terms of this Agreement;
 - (c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement;
 - (d) the day on which the individual flexibility arrangement commences; and
 - (e) provisions for the individual flexibility arrangement to be terminated:
 - (i) by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
 - (ii) at any time by written agreement between the Employee and Employer.

10. Right to Request Flexible Working Arrangements

10.1 In accordance with and pursuant to section 65 of the Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

- (a) Are pregnant
- (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;
- (f) the Employee is experiencing family and domestic violence;
- (g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing family and domestic violence.

HSV will consider applications from Employees who do not meet the above criteria.

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

10.2 To avoid doubt, and without limiting **clause 10.1**, an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child,

may request to work part-time or request a change in working arrangements to assist the Employee to care for the child.

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

10.4 On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer grants or refuses the request.

10.5 The Employer may only refuse the request on reasonable business grounds.

10.6 Without limiting what are reasonable business grounds for the purposes of **clause 10.5**, reasonable business grounds include the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

10.7 If the Employer refuses the request, the written response under **clause 10.4** must

- (a) include details of the reasons for the refusal
- (b) set out the particular business grounds for refusing the request and how those grounds apply to the request;
- (c) either:

- (i) set out the changes (other than the requested change) that would accommodate the Employee's circumstances and that the Employer would be willing to make; or
 - (ii) state that there are no such changes; and
- (d) setting out the effect of sections 65B and 65C of the Act, which allows the Fair Work Commission to deal with disputes, including by arbitration, about refusals to make a change in working arrangements under section 65 of the Act.

In addition to the above, the employer will aim to facilitate flexible working arrangements for all employees.

11. Anti-Discrimination

11.1 It is the intention of the Parties covered by this Agreement to achieve the principal object in section 336(1)(c) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of age, breastfeeding, disability, employment activity, gender identity, intersex status, industrial activity, lawful sexual activity, marital status, parental status or status as a carer, physical features, political belief or activity, pregnancy, race (including colour, nationality, ethnicity and ethnic origin), religious belief or activity, sex, sexual orientation, and personal association with someone who has, or is assumed to have, any of these personal characteristics.

11.2 Accordingly, in fulfilling their obligations under the procedures in this **clause 11** the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

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

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) an Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
- (c) the exceptions in section 351(2) and 772(2) of the Act or the operation of sections 772(3) and 772(4) of the Act.

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

- (a) the *Equal Opportunity Act 2010* (Vic); and
- (b) the Victorian Charter of Human Rights and Responsibilities.

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

Part 2 - Dispute Resolution and Types of Employment

12. Dispute Resolution

12.1 Disputes

- (i) Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether an Employer had reasonable grounds to refuse a request for flexible working conditions under **clause 10** or an application to extend unpaid parental leave under **clause 36**.
- (b) For the avoidance of doubt, this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed Enterprise Agreement

- (c) The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including an Employer or Employee organisation.

12.2 Obligations

- (a) The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply:
 - (i) to an employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform; or
 - (ii) where an Employee has been suspended in accordance with **clause 17**.
- (c) No person covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

12.3 Agreement and dispute settlement facilitation

- (a) For the purposes of compliance with this Agreement (including compliance with this dispute procedure) where the chosen Employee representative is another Employee of the Employer, they must be given reasonable opportunity to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
 - (i) investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
 - (ii) endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or,
 - (iii) participating in conciliation, arbitration or agreed alternative dispute resolution process.
- (b) Any release from normal duties is subject to the proviso that it does not unduly affect the operations of the Employer.

12.4 Discussion of dispute

- (a) The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s) or another person nominated by the Employee and acceptable to the Employer.
- (b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

12.5 Internal process

- (a) If any party to the dispute who is covered by the Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner, and it is consistent with the following principles:
 - (i) the rules of natural justice;
 - (ii) appropriate mediation or conciliation of the dispute is provided;
 - (iii) any views on who should conduct the review shall be considered by the Employer; and
 - (iv) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- (b) If the dispute is not settled through an internal dispute resolution process, and despite each party exercising reasonable efforts there is no likelihood of agreement on the settlement of

the dispute, a party to the dispute may refer the dispute to FWC for conciliation and if the matter remains unresolved, arbitration.

12.6 Disputes of a collective character

- (a) The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one (1) Employee may be dealt with more expeditiously by an early reference to FWC.
- (b) No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level and each party has exercised reasonable efforts to resolve the dispute and only if, following such efforts, there is no likelihood of agreement on the settlement of the dispute.

12.7 Conciliation

- (a) Where a dispute is referred for conciliation, a member of FWC may arrange for whatever process the member considers may assist in resolving the dispute to occur, including:
 - (i) making recommendations to a party, or both parties;
 - (ii) arranging conferences of the parties to the dispute presided over by the member; and
 - (iii) arranging for the parties to the dispute to confer among themselves at conferences at which the member is not present.
- (b) Conciliation before FWC shall be regarded as completed when:
 - (i) the parties to the dispute have informed the FWC member they have reached agreement on the settlement of the dispute; or
 - (ii) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
 - (iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

12.8 Arbitration

- (a) If the dispute has not been settled when conciliation has been completed, either party to the dispute may request that FWC proceeds to determine the dispute by arbitration.
- (b) Where a member of FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- (c) Subject to **clause 12.9** below, the determination of FWC is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

12.9 Conduct of matters before FWC

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

13. Secure Employment

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

13.2 The Employer will employ staff on an ongoing basis of employment, over casual and fixed term arrangements. Employment on a fixed term basis will meet the criteria as outlined in **clause 14.7**.

- 13.3** Where a Union or affected Employees identify fixed term or casual employment that is considered not to meet the criteria established in **clause 14.7** and **clause 14.8**, the affected Employees will refer the matter to the Employer. If the parties cannot resolve the matter, it will be dealt with under **clause 12**.

14. Types Of Employment

14.1 Basis of Employment

- (a) Employees may be employed on:
- (i) an ongoing basis;
 - (ii) a fixed term basis; or
 - (iii) a casual basis.

14.2 Casual conversion

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- (b) For an Employee who has had their employment converted as referred to in **clause 14.2(a)**, any period for which the Employee was a Regular Casual Employee of the Employer is taken to be Continuous Service for the purposes of **clause 35**.

14.3 Usual Place of Work

- (a) The Employer must determine a usual place or places of work for the Employee.

14.4 Job Information

- (a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with:
- (i) details of the job title, classification level and job statement for their position.
 - (ii) Access to a copy of this Agreement and information regarding the role of Unions and/or Union delegates under the terms of this Agreement;
 - (iii) If the Employee is engaged on a fixed-term basis, the reason for their fixed term employment consistent with **clause 14.7**.
- (b) The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.
- (c) The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about HSV structures and policies within the framework of employment at HSV. The Employer will ensure that Unions are provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.

14.5 Probationary Period – New Employee

- (a) The Employer may appoint an Employee on a probationary basis. A Casual Employee cannot be appointed on a probationary basis.
- (b) The period of probation shall be a reasonable period having regard to the nature of the position but, subject to **clause 14.5(d)** shall be no more than six (6) months.
- (c) A person initially employed at HSV on a fixed term basis who is subsequently employed at HSV on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.
- (d) **Performance during probation**
- (i) If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to their conduct or performance and shall provide a written record of such counselling to the Employee.

- (ii) The probationary period may be extended by a period of not more than three (3) months to allow the Employee to address performance issues.
 - (iii) The probationary period may also be extended by not more than three (3) months if non-attendance at work limits the Employer's ability to properly assess an Employee.
- (e) **Confirmation of employment**
- Unless the employment is terminated earlier in accordance with **clause 14.5(f)**, at the end of the period of probation the Employer shall confirm the Employee's appointment in writing.
- (f) **Termination of employment**
- (i) A probationary Employee may resign at any time by giving a minimum of two (2) weeks' written notice to the Employer, or a shorter period that is agreed with the Employer.
 - (ii) In the event that the Employee's conduct or performance during the probationary period is unsatisfactory, the Employer may terminate the probationary Employee's employment by giving two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
 - (iii) For the avoidance of doubt, any notice period must be given no later than two (2) weeks' prior to the end of the period of probation. Alternatively, the Employee's employment may be terminated by giving two (2) weeks' pay in lieu of notice prior to the end of the probationary period.
 - (iv) A probationary Employee's employment may be terminated without notice or with payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the *Fair Work Regulations 2009*).

14.6 Part-Time Employment

- (a) Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.
- (b) Part-time employment is for not less than three (3) consecutive hours in any day worked except:
 - (i) where the Employee works from home by agreement with the Employer; or
 - (ii) with the agreement of the Employee.
- (c) Part-time employment may be worked only by agreement between the Employee and the Employer, where a written agreement specifies:
 - (i) the days in each week the Employee will work;
 - (ii) the start and finish times on the days which the Employee will work;
 - (iii) the number of hours the Employee will work on each day they work; and
 - (iv) agreed processes for the variation of hours of work.

14.7 Use of Fixed Term Employment

- (a) The Employer will not use fixed term contract positions for the purpose of undermining the job security or conditions of ongoing Employees. The Employer will ensure fixed term contract positions comply with the relevant sections of the Fair Work Act 2009.
- (b) In accordance with the principle set out in **clause 14.7(a)**, the use of fixed term employment in all areas covered by this Agreement is limited to when:
 - (i) The role is not funded for the delivery of HSV's core ongoing requirements, and therefore it is required to undertake a specified task and/or funded for a specified period; e.g. a specific project;
 - (ii) The role is required as a temporary backfill:
 - Replacement of Employees on approved leave; e.g. Parental Leave;
 - To fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment;

- To fill a vacant role while a review of an area is undertaken, provided that such appointment does not exceed a period of 12 months;
- Whilst recruitment for an ongoing role is undertaken.
- The role is required for meeting fluctuating customer and business needs and unexpected increased workloads on a temporary basis.

14.8 Use of Casual Employment

- The Employer will not use casual labour for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy or as a means of avoiding obligations under this Agreement.
- In accordance with the principle set out in **clause 14.8(a)**, the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.
- Casual employment will be for not less than three (3) consecutive hours in any day worked except:
 - where the Employee works from home by agreement with the Employer; or
 - with the agreement of the Employee.
- For each ordinary hour worked, a Casual Employee must be paid:
 - the ordinary hourly rate; and
 - a loading of 25% of the ordinary hourly rate;
 for the classification in which they are employed.
- The casual loading is paid instead of all paid leave other than long service leave, public holidays not worked and to compensate for the nature of casual work.
- Except as expressly provided for, all other provisions of this Agreement apply to Casual Employees.

15. Recruitment

- 15.1** The Employer is committed to a fair and transparent recruitment process for Employees, whilst retaining the flexibility required to meet HSV's operational needs.

Part 3 - Discipline, Consultation and Termination of Employment

16. Management of Unsatisfactory Work Performance

- 16.1** The purpose of this clause is to:

- support Employees with unsatisfactory work performance to improve their performance to the required standard;
- ensure that unsatisfactory work performance is addressed expeditiously;
- reflect HSV values and the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

16.2 Application

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

16.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with **clause 17**. Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 17**.

16.4 Meaning of unsatisfactory work performance

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

16.5 Procedural fairness to apply

- (a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- (b) All parties involved in the process will commit to completing it as quickly as practicable.
- (c) Before commencing formal unsatisfactory work performance processes, the Employer must:
 - (i) tell the Employee the purpose of the meeting;
 - (ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in **clause 16.9**;
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause.

16.6 Employee representation

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

16.7 Prior to commencing the process

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

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

16.8 Commencing the formal unsatisfactory work performance process

- (a) Where the Employer considers that management of unsatisfactory work performance is required under this clause, the Employer may proceed to formally manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:
 - (i) increased supervision;
 - (ii) changes to the Employee's performance plan;
 - (iii) mentoring;
 - (iv) training and professional development;
 - (v) increased feedback;
 - (vi) coaching; and

- (vii) performance improvement plan.

16.9 First stage – formal counselling

- (a) The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
 - (ii) outline the standard required of the Employee;
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (b) The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
 - (i) A record of the formal counselling session will be placed on the Employee's personnel file.
- (c) The formal counselling record must indicate:
 - (i) the standard expected of the Employee;
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (d) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 16.9(a)(iv)** the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (e) A copy of this notification will be placed on the Employee's personnel file.

16.10 Second stage – formal written warning

- (a) The Employee will be given a formal written warning by the Employer, if:
 - (i) the Employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 16.9(a)(iv)**; and/or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The formal written warning must advise the Employee:
 - (i) of the unsatisfactory work performance;
 - (ii) the standard required of the Employee;
 - (iii) where and how the Employee is not meeting this standard and
 - (iv) that they are afforded an opportunity to respond within a reasonable timeframe;
 - (v) that they have an opportunity to improve within a reasonable timeframe; and
 - (vi) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (c) The written warning will be placed on the Employee's personnel file.
- (d) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 16.10(b)(v)**, the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and

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

16.11 Third stage – final warning

- (a) The Employee will be given a final written warning by the Employer if:
 - (i) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 16.10(b)(v)**; and/or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The final written warning must advise the Employee:
 - (i) of the unsatisfactory work performance;
 - (ii) the standard required of the Employee;
 - (iii) where and how the Employee is not meeting this standard and
 - (iv) that they are afforded an opportunity to respond within a reasonable timeframe;
 - (v) that they have an opportunity to improve within a reasonable timeframe; and
 - (vi) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (c) The final written warning will be placed on the Employee's personnel file.
- (d) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 16.11(b)(v)**, the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (e) A copy of this notification will be placed on the Employee's personnel file.

16.12 Determination of unsatisfactory work performance outcome

- (a) In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 16.9** and **16.10** and on receipt by the Employee of the final written warning in accordance with **clause 16.11**, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.
- (b) After considering the Employee's performance and response (including any failure to respond in accordance with **clause 16.12(a)**, the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.
- (c) The possible outcomes are:
 - (i) assignment of the Employee with or without their agreement to a role at a classification level lower than the Employee's current classification level; or
 - (ii) termination of the Employee's employment.
- (d) The Employer will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

16.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause **12** when the outcome is placed on the Employee's personnel file in accordance with clause **16.12(d)**.

17. Management Of Misconduct

17.1 The purpose of this clause is to:

- (a) establish procedures for managing misconduct or alleged misconduct of an Employee;
- (b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
- (c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- (d) manage the Employee's performance in accordance with this clause instead of **clause 16** where the Employer determines that it would be more appropriate.

17.2 Application

- (a) Subject to applicable Victorian and Federal legislation, action taken by the Employer in relation to misconduct will be consistent with this clause.
- (b) This clause applies to all Employees except:
 - (i) Casual Employees; and
 - (ii) Employees subject to a probationary period of employment.

17.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

- (a) "serious misconduct" as defined in the Act;
- (b) a contravention of a provision of the Public Administration Act 2004 (Vic), the regulations to that Act, the policies of the Employer, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
- (c) improper conduct in an official capacity;
- (d) a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;
- (e) an Employee making improper use of their position for personal gain; or
- (f) an Employee making improper use of information acquired by them by virtue of their position to gain personally, or for anyone else, financial or other benefits or to cause detriment to HSV, the VPS or the public sector.

17.4 Referred matters under clause 16 – Management of Unsatisfactory Work Performance

- (a) Any matters that have arisen under the management of unsatisfactory work performance process in **clause 16** may be considered in the misconduct process pursuant to this clause.

17.5 Employee representation

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

17.6 Procedural fairness to apply

- (a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- (b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- (c) The Employer will:
 - (i) advise the Employee of the purpose of any meetings;
 - (ii) provide the Employee with a copy of the formal process to be followed;
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 17**.

17.7 Directions

- (a) Where Employee misconduct is alleged, the Employer may do any of the following:
 - (i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 17.10**;
 - (ii) immediately commence an investigation of the alleged misconduct in accordance with **clause 17.10**;
 - (iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work;
 - (iv) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
 - (v) suspend the Employee with pay.
- (b) In the event that the Employer suspends the Employee with pay under **clause 17.7(a)(v)**, the Employer will:
 - (i) review this decision no later than a date which is four (4) weeks after the commencement of the suspension; and
 - (ii) confirm whether the suspension is to continue or is no longer necessary.
- (c) The Employer will continue to review any decision regarding an Employee's suspension in intervals of no longer than four (4) weeks, until the end of the misconduct process in accordance with this **clause 17**.

17.8 Advising the Employee

- (a) As soon as practicable after an allegation of misconduct has been made and the Employer has determined in accordance with **clauses 17.7(a)(i)** or **17.7(a)(ii)** that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.
- (b) The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person.

17.9 Admissions by Employee

- (a) The Employee may at any stage elect to admit the alleged misconduct.
- (b) If the Employee admits the alleged misconduct, the Employer may:
 - (i) determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or
 - (ii) may proceed immediately to the determination of the misconduct **clause 17.12** by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with **clause 17.11**.

17.10 Investigation of alleged misconduct

- (a) Where an investigation is required, the Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter which would give rise to bias, or an apprehension of bias.
- (b) The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- (c) The investigation may include:
 - (i) collecting any relevant materials;
 - (ii) speaking with the Employee;
 - (iii) speaking with any relevant witnesses;
 - (iv) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
 - (v) seeking an explanation from the Employee; and

- (vi) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.
- (d) In relation to each allegation of misconduct, the investigator will make findings as to whether:
 - (i) the allegation is substantiated (which may be in part or full); or
 - (ii) the allegation is not substantiated.
- (e) Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the Employer, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- (f) Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome in accordance with **clause 17.12**.

17.11 Opportunity for response by Employee

- (a) As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.
- (b) The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

17.12 Determination of discipline outcome

- (a) The Employer will consider:
 - (i) the findings of the investigator;
 - (ii) any recommendations as to the appropriate disciplinary outcome;
 - (iii) any response of the Employee (including any admission of misconduct under **clause 17.9**); and
 - (iv) any prior disciplinary outcomes,and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter and the Employer's concerns.
- (b) The possible discipline outcomes are:
 - (i) no action;
 - (ii) performance management;
 - (iii) formal counselling;
 - (iv) formal warning;
 - (v) final warning; or
 - (vi) termination of employment.
- (c) The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

17.13 Informing Employee who raised allegation of misconduct

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

17.14 Disputes

- (a) Any dispute arising under this clause may only be dealt with in accordance with **clause 12** when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 17.6** has been complied with in the Employer coming to a decision):

- (i) a record of formal counselling;
 - (ii) a formal written warning;
 - (iii) a final written warning; or
 - (iv) a record of discipline outcome.
- (b) The Dispute Resolution procedure does not apply with respect to decisions to terminate employment.

17.15 Potential criminal conduct

- (a) Where alleged misconduct that is the subject of a process in accordance with this **clause 17** is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this **clause 17** but the Employer may exercise its discretion to do so.

18. Termination Of Employment

18.1 Notice

- (a) In order to terminate the employment of a full-time or part-time Employee, the Employer shall give notice to the Employee as follows:

Period of continuous service	Period of notice
Less than 1 year (not including Employees in a probation period)	2 weeks
1 year but less than 3 years	2 weeks
More than 3 years	4 weeks

- (b) Due to the nature of casual employment, the notice periods in **clause 18.1(a)** shall not apply to Casual Employees.
- (c) The Employee shall give to the Employer similar notice as per **clause 18.1(a)**, save that **clause 18.1(g)** will not apply to them.
- (d) Payment in lieu of the notice period prescribed in **clause 18.1(a)** hereof shall be made if the appropriate notice period is not given provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.
- (e) In calculating any payments in lieu of notice, the Employer shall use the wages the Employee would have received in respect of ordinary time they would have worked during the period of notice had their employment not been terminated.
- (f) The period of notice in this clause shall not apply:
- (i) in the case of dismissal for conduct that justifies summary dismissal; or
 - (ii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement.
- (g) In addition to the notice in **clause 18.1(a)** above, Employees over 45 years of age with at least two (2) years' continuous service shall receive an additional weeks' notice or pay in lieu of notice.
- (h) 'Continuous service' shall be calculated in the manner prescribed in **clause 35**.

18.2 Job search entitlement

- (a) Where the Employer has given notice of termination to an Employee, an Employee shall be allowed time off up to three (3) days without loss of pay for the sole purpose of seeking other employment, including travelling to and attending interviews for other positions.
- (b) The time off shall be taken at times that are convenient to the Employee after consultation with the Employer and provided that proof of the need to attend interviews (if applicable) is provided on request to the satisfaction of the Employer.
- (c) The Employer shall not unreasonably withhold permission.

18.3 Statement of Employment

- (a) The Employer must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of their employment and the classification of, or the type of work performed by, the Employee.
- (b) Where the Employer terminates an Employee's employment, the Employer must, at the Employee's request, provide a written statement of the reasons for dismissal.

19. Consultation

19.1 This clause applies if the Employer:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

19.2 Major change

- (a) For a major change referred to in **clause 19.1(a)**:
 - (i) the Employer must notify the relevant Employees and their Union of the decision to introduce the major change; and
 - (ii) clauses **19.2(b)** to **19.2(h)** apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (d) As soon as practicable after the Employer has developed a change proposal the Employer must:
 - (i) discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.
- (e) For the purposes of such consultation and discussions, HSV shall provide in writing to the Employees concerned and their representative(s), all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and respond in writing.

- (h) In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

19.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in **clause 19.1(b)**:
- (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) **clause 19.3(b) to clause 19.3(f)** apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

19.4 In this clause:

relevant Employees means the Employees who may be affected by a change referred to in **clause 19.1**.

20. Redundancy

20.1 Discussions before termination

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment,

the Employer shall hold discussions with the Employees directly affected and their chosen representative/s (if applicable).

- (b) The discussions shall take place as soon as practicable after the Employer has made a definite decision which will invoke the provision of **clause 19.2** hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- (c) For the purposes of consultation and discussion, HSV shall provide access to information in accordance with **clause 19.2(d)**.

20.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in **clause 20.1(a)** hereof the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

20.3 Employment terminates due to redundancy

- (a) The Employer will comply with Victorian Government policy with respect to public sector redundancy, as amended or replaced from time to time.
- (b) An Employee whose employment terminates due to redundancy will be paid:
 - (i) any redundancy entitlement for which they are eligible to receive under applicable Victorian Government policy; or
 - (ii) severance pay under this clause,
 whichever is the greater.

20.4 Severance Pay

Subject to **clause 20.3** above, in addition to the period of notice prescribed for ordinary termination in **clause 18.1(a)** of this Agreement, an Employee whose employment is terminated for reasons set out in **clause 20.1(a)** hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service	Severance pay
Less than 1 year (not including Employees in a probation period)	2 weeks' pay
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay
At least 10 years	12 weeks' pay

- (a) Weeks' pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
 - (i) Overtime;
 - (ii) Penalty rates;

- (iii) Disability allowances;
- (iv) Shift allowances;
- (v) Special rates;
- (vi) Fares and travelling time allowances;
- (vii) Bonuses; and
- (viii) Any other ancillary payment of a like nature.

20.5 Continuity of service

Shall be calculated in the manner prescribed in **clause 35** of this Agreement.

20.6 Employees leaving during notice period

An Employee whose employment is terminated for reasons set out in **clause 20.1(a)** hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice, unless where otherwise agreed.

20.7 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee shall be allowed to seek other employment as described in **clause 18.2**.

20.8 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including but not limited to serious misconduct.

Part 4 - Wages, Hours of Work, Overtime and Rest periods

21. Shiftwork

21.1 An employee working one of the shifts outlined below, will be considered a shift worker and, will be paid the following rates for all ordinary hours worked during the following periods:

Shift	Penalty rate % of minimum hourly rate
Morning/afternoon	115
Saturday (except public holiday)	150
Sunday (except public holiday)	200
Gazetted public holiday	250 or 150 plus one day in lieu

21.2 Morning/afternoon shift

- (a) Morning/afternoon shift means an unbroken period of work where the Employee's rostered hours of ordinary duty:
 - (i) commence between 5:00am and 6:30am, or
 - (ii) finish between 6:00pm and before midnight;
- (b) except where the Employee is entitled to penalty rates for work on a Saturday, Sunday or Gazetted public holiday.

21.3 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

- 21.4** For the purpose of computing shift penalties, a shift that finishes on the day after it commenced will be paid at the shift allowance applicable for the day upon which the majority of the Shift Work is worked. Where the hours worked are split evenly the Employee will be paid the higher of the relevant penalty rate.
- 21.5** A roster of at least 14 days' duration will be posted at least 14 days before it comes into operation at each work location.
- 21.6** Roster changes will be made with at least 14 days' notice, save for operational emergency situations.
- 21.7** Consultation about changes to rosters or hours of work
- (a) Where HSV proposes to change an Employee's regular roster or ordinary hours of work, HSV must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
 - (b) HSV must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
 - (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- 21.8** These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, and other Agreement provisions concerning the scheduling of work and notice requirements.

22. Rates Of Pay

- 22.1** Employees covered by this Agreement will be employed within one (1) of the classification levels set out in **Schedule A**.
- 22.2** The rates of pay for the individual classifications are as contained in **Schedule B**.
- 22.3** **Wage Increases**
- (a) Employees covered by this Agreement at or after the commencement of this Agreement will receive a base salary increase of:
 - (i) 3.0% increase from the first full pay period commencing on or after (FFPPOA) 1 July 2024.
 - (ii) 3.0% increase from the first full pay period commencing on or after (FFPPOA) 1 July 2025.
 - (iii) 3.0% increase from the first full pay period commencing on or after (FFPPOA) 1 July 2026.
 - (iv) 3.0% increase from the first full pay period commencing on or after (FFPPOA) 1 July 2027.
- 22.4** The Employer reserves the right to pay an Employee above the indicative salary range. Payment above the indicative salary range does not affect the Employee's classification.

23. One-off Lump Sum Payment

23.1 **\$6,466** gross per employee paid in the first full pay period on or after operative date of this enterprise agreement.

23.2 The lump-sum payment is applicable to:

- (a) employees who are employed by the employer on 1 July 2024 (eligible employees)

23.3 The following employees are not eligible for this payment.

- (a) Eligible employees who have tendered their resignation or have left the organisation at the time this payment is made; or
- (b) Employees who commenced employment with HSV on and from 2 July 2024.

24. Payment Of Wages

24.1 All payments will be by electronic funds transfer to a bank account, credit union or building society nominated by the Employee.

24.2 The Employee is responsible for communicating any change of bank or other account details to the Employer as soon as practicable after such change.

24.3 When an Employee receives their wages they shall be given a pay slip which shows wages and superannuation contributions and any deductions, in accordance with the *Fair Work Regulations 2009*.

24.4 Payments of wages shall be fortnightly.

25. Superannuation

25.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

25.2 An Employee may remain a member of their current superannuation fund but will be offered the choice of becoming a member of Aware superannuation funds.

25.3 In the event that an Employee does not elect to join a fund specified in **clause 25.2**, the Employer shall forward the Employee's contributions to a default fund.

25.4 The default fund on the commencement of the Agreement will be Aware Super Superannuation Fund.

25.5 Employer contributions in respect of Unpaid Primary Caregiver Parental Leave

- (a) An Employee, with greater than 12 months service, is entitled to have superannuation contributions made in respect of the period of the Employee's Unpaid Primary Caregiver Parental Leave which occurs on or after 1 July 2024.
- (b) The Employer will pay the superannuation contributions as a lump sum to the Employee's fund as provided for in **clause 25.5(d)**.
- (c) The lump sum payment will be made on or before the first superannuation guarantee payment due date following the Employee's return to work at the conclusion of their Unpaid Primary Caregiver Parental Leave.

- (d) The quantum of superannuation contributions payable under this clause will be calculated based on:
 - (i) The number of weeks of Unpaid Primary Caregiver parental leave taken by the Employee, capped at 88 weeks; and
 - (ii) The Employee's weekly pay calculated in accordance with **clause 36.22(a)** of the Agreement; and
 - (iii) The applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

26. Salary Packaging

- 26.1** All Employees, excluding Casual Employees, covered by this Agreement may have access to salary packaging.
- 26.2** The Employee will be liable for any taxation implications related to a salary packaging arrangement.
- 26.3** The Employee will be liable for any costs or charges (such as Fringe Benefits Tax, other taxes and administrative costs) associated with a salary packaging arrangement both during their employment and after their termination where the arrangement has been specifically implemented at the Employee's request and the agreement is in the Employee's name.
- 26.4** The Employee will not be liable for any costs associated with a salary packaging arrangement where the arrangement is in the Employer's name after termination. They may be liable for costs and charges associated with a salary packaging arrangement during their employment if permission is provided by the Employee to incur charges.
- 26.5** Expenses incurred by Employees for business purposes and reimbursed by the Employer do not constitute a salary packaging arrangement.
- 26.6** Where an Employee enters into a salary packaging arrangement, the Employee's salary for the purposes of other terms and conditions of employment that reference an Employee's salary, shall be the amount that would otherwise be treated as salary for those purposes had the salary packaging arrangement not been in place.
- 26.7** Eligible Employees shall be advised to seek their own financial advice prior to making such a request.

27. Hours Of Work

- 27.1** The ordinary hours of work for each Employee, except for casual or part-time Employees or shift workers, will be:
 - (a) 38 hours per week (exclusive of meal breaks), to be worked over five (5) days, Monday to Friday, between the spread of hours 7.00am to 7.00pm
- 27.2** The ordinary hours of work for DC aligned employees, except for casual or part-time employees or shift workers, will be
 - (a) 38 hours per week (exclusive of meal breaks), to be worked over five (5) days, Monday to Friday, between the spread of hours 6.00am to 8.00pm
- 27.3** Not more than 10 hours, exclusive of meal breaks, shall be worked in any one (1) day.
- 27.4** Employees will, on request, complete time sheets indicating the days and hours worked each week.

27.5 Spread of Hours

(a) Flexible Arrangement of Hours of Work

Employees, other than those rostered to work shifts under **clause 21.2**, will work within the span of hours that applies per **clauses 27.1** and **27.2** on Monday to Friday, or as otherwise agreed.

The ordinary hours of work shall, by mutual agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal circumstances.

(b) Arrangement of Hours

For employees other than shift workers, the actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the hours of work. Agreement to such alteration shall not be unreasonably withheld, taking into account the operational requirements of the Employer and the personal circumstances of the Employee. Disputes over the operation of this clause will be dealt with under **clause 12**.

- (i) The Employer and Employee will make every effort to give the other party at least one (1) week's notice when discussing alterations to the hours worked.
- (ii) The Employer must not require an Employee other than a shift worker, to:
 - perform ordinary hours of work outside the times of the times applicable at **clause 27.1** and **27.2** on any weekday (the "span of hours"); or
 - perform ordinary hours of work on Saturdays, Sundays or Public Holidays.
- (iii) In determining the days and hours of work, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by mutual agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the operational requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

27.6 Accrued Day Off (ADO)

All full time Employees, other than those classified on Band 7, will accrue one (1) paid 7.6 hour day off, to be known as an accrued day off (ADO), every four (4) week cycle by working a 40 hour week (instead of the ordinary 38 hours per week).

28. Overtime

28.1 All paid overtime performed must first be authorised by the Employer.

28.2 Payments of overtime performed will only occur with the prior approval or direction of the Employer.

28.3 Authorised work in excess of ordinary hours of work (as defined in **clause 27.1**) for full time Employees or as agreed pursuant to **clause 14.6** for part time Employees, will be paid as follows:

- (a) Additional hours worked on weekdays - time and a half for the first two (2) hours and double time thereafter.
- (b) For additional hours worked on weekends - double time.

28.4 An Employee may elect, with the consent of the Employer, to take time off instead of payment for overtime at a time agreed with the Employer.

29. Time Off In Lieu

- 29.1** An Employee will accrue Time off in lieu when:
- (a) the Employee is directed to work outside the ordinary hours of work (as defined in **clause 27.1** for full time Employees and as agreed pursuant to **clause 14.6** for part time Employees), and
 - (b) Prior to the Employee accruing any Time off in lieu, the Employer and Employee must agree that the Employee may take time off in lieu (for the specified and agreed time period) instead of receiving payment for overtime.
- 29.2** Time off in lieu may be taken at a time to suit the Employee, provided that there is no disruption to the Employer.
- 29.3** Staff may be required to take accrued Time off in lieu at the request of the Chief Executive or their delegate where the Employee has accrued more than 7.6 hours.
- 29.4** In the event where mutual agreement cannot be reached within four (4) weeks of the additional hours worked, then the Employer may direct the Employee to take the Time off in lieu at a specified time on the provision of five (5) days' notice, or the Employer may elect to make payment for Time off in lieu according to **clause 29.5**.
- 29.5** Upon termination of employment, an Employee shall receive payment for any Time off in lieu hours not taken.
- 29.6** Time off in lieu shall accrue at ordinary rates on an 'hour for hour' basis.

30. Meal And Rest Intervals

30.1 Meal Intervals

- (a) A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed to each Employee after not more than five (5) hours of continuous work. Subject to work constraints Employees shall be responsible for the timing of such breaks, which may otherwise be as directed by the Employee's Manager. Such meal interval shall not be counted as time worked.
- (b) Where an Employee is required, by the Employer, to remain available for work during an Employee's scheduled meal break, the meal break, when it occurs, will be counted as time worked.
- (c) Employees wishing to take a break longer than 60 minutes may do so subject to the consent of the Employer.

30.2 Rest intervals

At a time suitable to the Employer, a rest interval of 10 minutes shall be given to Employees at the completion of each four (4) hours worked. Such rest interval shall be counted as time worked.

30.3 Breastfeeding area

The Employer is to provide private and comfortable areas as required for Employees who are breastfeeding to enable them to express or feed children while at work.

Part 5 - Leave & Public Holidays

31. Annual Leave

31.1 An Employee, other than a Casual Employee, shall be entitled to four (4) weeks of annual leave on ordinary pay per year of service.

31.2 Annual leave shall accrue pro-rata during each pay period.

31.3 Entitlement for annual leave shall accrue as an entitlement; however annual leave may only be taken to the extent that entitlements have been accrued.

31.4 Accrual - Part time Employees

Part time Employees shall be entitled pro rata to four (4) weeks of annual leave on ordinary pay at their respective rate.

31.5 Annual leave loading

In addition to the payment for annual leave all Employees shall receive a loading equal to 17.5% of the Employee's normal hourly rate for the number of hours deemed to be on annual leave.

31.6 Termination of employment

Subject to requirement for notice, accrued annual leave entitlements are payable upon termination.

31.7 Payment for annual leave

(a) Annual leave will normally be paid in the usual pay cycle: i.e. in arrears; however, an Employee may request prepayment of annual leave if desired.

31.8 Cashing out of Annual Leave

- (a) Annual leave must not be cashed out except in accordance with this clause.
- (b) The Employer and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:
- (i) the cashing out of a particular amount of accrued annual leave must be by agreement between the Employer and the Employee which must:
 - be in writing and retained as an Employee record; and
 - state the amount of accrued leave to be cashed out and the payment to be made to the Employee; and
 - state the date on which the payment is to be made; and
 - be signed by the Employer and Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (ii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;
 - (iii) annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks.

31.9 Time of taking leave

- (a) Annual leave may be taken at a time determined by mutual agreement between the Employer and the Employee.
- (b) Annual leave may be taken as up to and including the maximum amount of annual leave credits available or otherwise as mutually agreed. The taking of annual leave may be subject to operational considerations.
- (i) Annual leave may be deferred by mutual agreement in writing between the Employer and the Employee.

- (ii) Notwithstanding provisions elsewhere in the Agreement, an Employee may elect, with the consent of the Employer, to take annual leave in single day periods not exceeding a total of 10 days in any calendar year at a time or times agreed between them.
- (c) If, at any time, the leave credit of an Employee exceeds four (4) weeks, the Employer may direct the Employee to book in/take an amount of annual leave that will reduce the annual leave credit to less than four (4) weeks within an acceptable time frame.

32. Purchased Leave

- 32.1** An Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- 32.2** An Employee can only make an application under this clause where the Employee does not have an excessive annual leave accrual (greater than 152 hours).
- 32.3** Where an Employee, with an excessive annual leave accrual, wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased leave arrangement, will be considered by the Employer in assessing the Employee's application for purchased leave.
- 32.4** Where the Employer and an Employee agree on an employment arrangement under **clause 32.1**, the annual salary applicable to an employee relative to the additional leave purchased will be as follows:

Proportion of annual salary applicable	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

- (a) The above does not preclude an Employee and the Employer from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than eight (8) weeks.
- (b) The Employee will receive a salary equal to the period worked (e.g. 50 weeks) which will be spread over a 52 week period.
- (c) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.

- 32.5** The Employer will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements and taking into account any Excessive Annual Leave Accrual. Where such requests are granted, the Employer will make proper arrangements to ensure that the workloads of other Employees are not unduly affected or increased as a result of these arrangements.
- 32.6** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four (4) weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.
- 32.7** Leave taken in accordance with this clause does not attract leave loading.

33. Personal Leave

- 33.1** Personal leave comprises both sick and carer's leave. Paid personal leave is available to an Employee when absence is due to:
- (a) Personal illness or injury (sick leave); or
 - (b) The need to care for an immediate family member who requires the Employee's care and support because of:
 - (i) the personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- 33.2** The amount of personal leave to which a full-time Employee is entitled is 15 days per year, five (5) of which shall be credited to an Employee upon commencement and pro-rata for part-time Employees.
- 33.3** Personal Leave subsequent to the provisions of **clause 33.2** will accrue pro rata during each pay period for all Employees.
- 33.4** If the full entitlement of personal leave as prescribed in **clause 33.2** hereof is not taken in any one (1) year, such portion as is not taken will be cumulative from year to year.
- 33.5** The Employee is to notify their Manager or their delegate by telephone (if possible) prior to the normal time of commencement if they are unable to attend work due to personal leave. Notification the night before the absence is preferable if possible.
- 33.6** For the purposes of **clause 33**, an immediate family member shall mean:
- (a) A spouse including a de facto spouse, same-sex partner, or spouse from whom the Employee is separated. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife or same-sex partner of that person on a bona fide domestic basis although not legally married to that person; or
 - (b) A father, mother, brother, sister, child, adopted child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, grandparent or grandchild of the Employee; or
 - (c) household member or other person of significance.
- 33.7 Sick Leave**
- (a) The Employer shall not terminate the service of an Employee on the basis that the Employee is absent on sick leave.
 - (b) An Employee may be absent through sickness for any one (1) day without furnishing 'acceptable evidence' of sickness on not more than five (5) occasions in any year. An Employee absent through sickness for two (2) or more consecutive business days must furnish 'acceptable evidence' as per **clause 33.7(c)** of such sickness within 24 hours of the Employee's absence or as soon as practicable thereafter.
 - (c) Unless otherwise agreed by the Employer, 'acceptable evidence' will be a medical certificate from a legally qualified medical/health practitioner or dentist, issued in respect of the area of practice which the practitioner is registered or licensed under a law of Victoria, or if it is not reasonably practicable for the Employee to give the Employer a medical certificate, a statutory declaration made by the Employee.
- 33.8 Carer's leave**
- (a) In addition to the entitlement prescribed in **clause 33.2**, the Employee will be entitled to a period of up to two (2) days unpaid carer's leave for each permissible occasion.
 - (b) An Employee may be absent for the purposes of carer's leave for any one (1) day without furnishing 'acceptable evidence' on not more than five (5) occasions in any year. An Employee absent for the purposes of carer's leave for two (2) or more consecutive business days must furnish 'acceptable evidence' as per **clause 33.8(c)** within 24 hours of the Employee's absence or as soon as practicable thereafter.
 - (c) Unless otherwise agreed by the Employer, 'acceptable evidence' will be a medical certificate from a legally qualified medical/health practitioner, or if it is not reasonably practicable for the

Employee to give the Employer a medical certificate, a statutory declaration made by the Employee.

- (d) In addition to **clause 33.5** the Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave; the name of the person requiring care and their relationship to the Employee; the purpose for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify their manager of such absence at the first opportunity on the day of absence.

33.9 Casual Employees – Caring Responsibilities

- (a) Casual Employees are entitled not to be available to attend work, or to leave work:
 - (i) If they need to care for a member of their immediate family or household who is sick and requires care and support, or who requires care due to an unexpected emergency; or
 - (ii) Upon the death in Australia of an immediate family or household member.
- (b) The Employer and Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two (2) days per permissible occasion. The Casual Employee is not entitled to payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected, other than in accordance with this clause.

33.10 Chronic Illnesses

- (a) An Employee with a chronic health condition, or an Employee who provides care for someone with a chronic health condition (in accordance with **clause 33.8**), will not be required to provide evidence for each absence related to the condition. An Employee must provide the Employer with a medical certificate from the Treating Specialist and/or Registered Practitioner or other appropriate documentary evidence in accordance with **clause 3.1** that confirms the health condition and would satisfy a reasonable person of their entitlement to take leave under this clause.
- (b) Notwithstanding, **clause 33.10(a)**, the Employer may require that an Employee:
 - (i) provide a further medical certificate from a Registered Practitioner where the Employee has been on personal or carers leave for at least six weeks
 - (ii) provide appropriate documentary evidence at any time consistent with **clause 33.7**.

34. Compassionate Leave

34.1 Definition

In this clause the Employee's immediate family means:

- (a) the Employee's spouse (including the Employee's former spouse, de facto partner and former de facto partner). A de facto partner means a person who, although not legally married to the Employee, lives with the Employee as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) a child or adult child (including an adopted child or a step child), parent, grandparent, grandchild, aunt or uncle or sibling of the Employee or the Employee's spouse or de facto partner; and
- (c) household member or other person of significance.

34.2 Amount of compassionate leave

- (a) An Employee, other than a Casual Employee, is entitled to up to three (3) days paid compassionate leave on each occasion when:
- (i) a member of the Employee's immediate family:
 - contracts or develops a personal illness that poses a serious threat to their life;
 - sustains a personal injury that poses a serious threat to their life; or
 - dies;
 - (ii) a child is stillborn within the meaning of **clause 36.2(g)**, where the child would have been a member of the Employee's immediate family if the child had been born alive; or
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage, each of which constitutes a permissible occasion for the purposes of this **clause 34**.
- (b) **Clause 34.2(a)(iii)** does not apply:
- (i) if the miscarriage results in a stillborn child within the meaning of **clause 36.2(g)** to a former spouse, or former de facto partner, of the Employee.
- (c) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (i) to spend time with the member of the Employee's immediate family who has contracted or developed a personal illness or sustained a personal injury referred to in **clause 34.2(a)**; or
 - (ii) after the death of a member of the Employee's immediate family referred to in **clause 34.2(a)**.
- (d) An Employee may request additional leave for travel, up to two (2) days either side of each occasion, upon the approval of the people leader.
- (e) An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.
- (f) Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

34.3 Payment for Compassionate Leave (other than for Casual Employees)

34.4 An Employee, other than a Casual Employee, who takes paid compassionate leave, is entitled to be paid at their salary for ordinary hours of work in the period in which the compassionate leave is taken.

34.5 Unpaid Compassionate Leave

- (a) An Employee, including a Casual Employee, may take unpaid compassionate leave by agreement with the Employer.
- (b) In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted paid and unpaid leave in relation to the death of a member of their immediate family or extended family in accordance with **clause 41**.

34.6 Notice and Evidence Requirements

- (a) An Employee who is taking compassionate leave under this clause must give notice to the Employer "as soon as practicable" (which may be at a time after the compassionate leave has started) and must advise the Employer of the period, or expected period, of the compassionate leave.
- (b) An Employee must provide the Employer with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner (as that term is defined in **clause 33.7(c)**), a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of the Employer.

- (c) The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.

35. Long Service Leave

35.1 Entitlement

- (a) An Employee shall be entitled to long service leave with ordinary pay, in respect of continuous service with one (1) and the same Employer in accordance with the provisions of this clause.
- (b) An Employee will be entitled to:
- (i) 26 weeks long service leave on ordinary pay after completing 15 years of service; and
 - (ii) Eight point six seven (8.67) weeks of long service leave on ordinary pay on completing each period of five (5) years of continuous employment with that Employer after the first 15 years of continuous employment with that Employer.

35.2 If an Employee has completed at least 10, but less than 15 years continuous service, the Employee is entitled to access an amount of long service leave equal to 1/30th of the period of continuous service by agreement with the Employer.

35.3 If an Employee's employment ceases and the Employee has completed at least seven (7) years of continuous service but less than 15 years of service, the Employee will be entitled to an amount of long service leave equal to 1/30th of the period of their continuous employment.

35.4 Payment for long service leave may be made in a lump sum or in regular fortnightly instalments as agreed between the parties.

35.5 Continuous service

- (a) For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:
- (i) any annual leave, long service leave, paid personal leave or paid parental leave taken therein;
 - (ii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - (iii) any absence from work of not more than 14 days in the year of employment on account of Accident pay (as per **clause 49**) or unpaid sick leave;
 - (iv) any absence on account of leave (other than annual leave, long service leave, paid personal leave or paid parental leave) granted, imposed or agreed to by the Employer; or
 - (v) any absence on any other account not involving termination of employment,

and in calculating a year of employment, absences of a kind mentioned in **clauses 35.5(a)(i), 35.5(a)(ii), 35.5(a)(iii)** shall be counted as part of the year of employment but in respect of absences of a kind mentioned in **clauses 35.5(a)(iv) and 35.5(a)(v)** it will be necessary for the Employee as part of their qualification for annual leave to serve such additional period as equals the period of such absences.

35.6 For the purposes of this clause, "ordinary pay" means the pay an Employee is entitled to receive at the time they take long service leave for working their normal weekly hours at their ordinary time rate of pay.

35.7 If no normal weekly number of hours of work is fixed for an Employee's work under this Agreement; or the normal weekly number of hours is fixed but is changed one (1) or more times during the 12 months immediately before the Employee takes long service leave, the Employee's normal weekly number of hours of work is to be taken to be the greater of the following:

- (a) The average weekly number of hours worked by the Employee in the 12 months immediately before they take long service leave; or
- (b) The average weekly number of hours worked by the Employee in the five (5) years immediately before they take long service leave.

35.8 Record Keeping

The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

35.9 Treatment of Public Holidays

Any long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken.

36. Parental Leave

36.1 Application

- (a) Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if:
 - (i) the leave is associated with:
 - the birth of a Child of the Employee or the Employee's Spouse; or
 - the placement of a Child with the Employee for adoption; and
 - (ii) the Employee has or will have a responsibility for the care of the Child.

36.2 Definitions

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a Casual Employee:
 - (i) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least 12 months; and
 - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (b) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave). Previous service within the public health sector is to be regarded for the purpose of accessing the entitlement to paid parental or adoption leave for Employees with less than 12 months service with the Employer.
- (c) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse, including a Stillborn Child;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one (1) person can be a Child's primary carer on a particular day. In

most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted Child.

- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- (g) **Stillborn child** is a Child within the meaning of **clause 36.2(c)(i)**:
 - (i) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks;
 - (ii) who has not breathed since delivery; and
 - (iii) whose heart has not beaten since delivery.

36.3 Summary of Parental Leave Entitlements

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

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	16 weeks	Up to 36 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	4 weeks	Up to 48 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant Employee	38 hours		
Spouse	7.6 hours		
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

36.4 Parental Leave – Primary Caregiver

- (a) An Employee who has, or will have, completed at least 12 months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

- (i) 16 weeks paid parental leave; and
 - (ii) up to 36 weeks unpaid parental leave.
- (b) An Employee who will be the Primary Caregiver but has not completed at least 12 months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.
 - (c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
 - (d) Only one (1) parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
 - (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their Employer; or
 - (iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
 - (e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

36.5 Parental Leave – Secondary Caregiver

- (a) An Employee who has, or will have, completed at least 12 months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) four (4) weeks paid parental leave; and
 - (ii) up to 48 weeks unpaid parental leave.
- (b) An Employee who will be the Secondary Caregiver but has not completed at least 12 months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- (d) Only one (1) parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

36.6 Pre-Natal Leave

- (a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- (b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- (c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- (d) Paid pre-natal leave is not available to Casual Employees.

36.7 Pre-adoption leave

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

- (b) The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave.
- (c) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- (d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

36.8 Permanent Care Leave

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

36.9 Grandparent Leave

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

36.10 Continuing to work while pregnant

- (a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
 - (i) continues to work within a six (6) week period immediately prior to the expected date of birth of the Child; or
 - (ii) is on paid leave under **clause 36.12(b)**.
- (b) The Employer may require the Employee to start parental leave if the Employee:
 - (i) does not give the Employer the requested certificate within seven (7) days of the request; or
 - (ii) gives the Employer a medical certificate stating that the Employee is unfit to work.

36.11 Personal/Carer's Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with **clause 33**.

36.12 Transfer to a Safe Job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- (b) If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - (i) when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
 - (ii) when the Employee's pregnancy results in the birth of a living Child or when the Employee's pregnancy ends otherwise than with the birth of a living Child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

- (d) A pregnant employee may take unpaid parental leave (*flexible unpaid parental leave*) during the period that starts 6 weeks before the expected date of birth of the child if the requirements of this clause are satisfied in relation to the leave.
- (e) Flexible unpaid parental leave under **clause 36.12(d)** above is available in full to pregnant part-time employees and pregnant casual employees
- (f) The amount of flexible unpaid parental leave to which an employee is entitled under **clause 36.18** in relation to the child is reduced by the number of days of flexible unpaid parental leave taken by the employee under **clause 36.12(d)**.

36.13 Special Parental Leave

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

- (a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with **clause 33**;
- (b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 36.3** and thereafter, to unpaid special maternity leave.

36.14 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four (4) weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in **clause 36.14(a)**, unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

36.15 Commencement of parental leave

- (a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.
- (b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

- (c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- (d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- (e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

36.16 Single period of parental leave

Subject to **clauses 36.17** (Concurrent Leave) and **36.18** (Flexible Parental Leave), parental leave is to be available to only one (1) parent at a time, in a single unbroken period.

36.17 Employee Couple – Concurrent Leave

- (a) Employees can take up to 12 months of unpaid parental leave and request a further 12 months of unpaid parental leave, regardless of how much their spouse or de facto partner takes, up to a total of 24 months each.
- (b) All employees will be able to take unpaid parental leave at any time during the 24-month period starting on the date of birth of the child
- (c) An employee can take any amount of their leave at the same time as their partner

36.18 Flexible Parental Leave

- (a) Unpaid parental leave may be taken flexibly in accordance with section 72A of the Act.
- (b) The amount of parental leave that can be taken as flexible parental leave depends on when the child is born or placed for adoption:
 - (i) before 1 July 2024 – up to 100 days
 - (ii) between 1 July 2024 and 30 June 2025 – up to 110 days
 - (iii) between 1 July 2025 and 30 June 2026 – up to 120 days
 - (iv) on or after 1 July 2026 – up to 130 days. Flexible unpaid parental leave can be taken as:
 - (v) a single continuous period of one day or longer
 - (vi) separate periods of one day or longer each.
- (c) An Employee's entitlement to any unpaid parental leave that is not flexible unpaid parental leave ends on the first day the employee takes flexible unpaid parental leave.

36.19 Parental Leave and Other Entitlements

- (a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 36.21(b)**.
- (b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- (c) Unpaid parental leave under **clauses 36.4, 36.5, 36.21** and **36.23** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

36.20 Keeping in touch days

- (a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the Act.

36.21 Extending parental leave

- (a) Extending the initial period of parental leave

- (i) An Employee, who is on an initial period of parental leave of less than 52 weeks under **clause 36.4** or **36.5**, may extend the period of their parental leave on one (1) occasion up to the full 52 week entitlement.
 - (ii) The Employee must notify the Employer in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- (b) Right to request an extension to parental leave
- (i) An Employee who is on parental leave under **clause 36.4** or **36.5** may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
 - (ii) In the case of an Employee who is a member of an Employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
 - (iii) The Employee's request must be in writing and given to the Employer at least four (4) weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
 - (iv) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (c) Response to request
- (i) The Employer must give the Employee a response to a request made under **clause 36.21** within 21 days.
 - (ii) The response must:
 - state that the Employer grants the request; or
 - if, following discussion between the Employer and the Employee, the Employer and the Employee agree to an extension of unpaid parental leave for the Employee for a period that differs from the period requested—set out the agreed extended period; or
 - i. subject to **clause b**, state that the Employer refuses the request including the information required by **clause e**.
- b. The Employer may refuse the request only if:
- i. the Employer has discussed the request with the Employee and genuinely tried to reach an agreement with the Employee about an extension of the period of unpaid parental leave for the Employee; and
 - ii. the Employer and the Employee have not reached such an agreement; and
 - iii. the Employer has had regard to the consequences of the refusal for the Employee; and
 - iv. the refusal is on reasonable business grounds.
- c. The requirement to genuinely try to reach agreement described in **clause b** does not require the Employer to agree to a change to working arrangements if it would have reasonable business grounds for refusing the request.
- d. 'Reasonable business grounds' for the purposes of this **clause 36.21** include (without limitation):
- i. that the extension of the period of unpaid parental leave requested by the Employee would be too costly for the Employer;
 - ii. that there is no capacity to change the working arrangements of other Employees to accommodate the extension of the period of unpaid parental leave requested by the Employee;

- iii. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the extension of the period of unpaid parental leave requested by the Employee;
 - iv. that the extension of the period of unpaid parental leave requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
 - v. that the extension of the period of unpaid parental leave requested by the Employee would be likely to have a significant negative impact on customer service.
- e. If the Employer refuses a request made under this **clause 36.21**, the written notice must:
- i. include details of the reasons for the refusal; and
 - ii. set out the employer's particular business grounds for refusing the request; and explain how those grounds apply to the request; and
 - iii. either:
 - 1. set out the extension of the period of unpaid parental leave for the employee (other than the period requested by the employee) that the employer would be willing to agree to; or
 - 2. state that there is no extension of the period that the employer would be willing to agree to; and
 - iv. set out the effect of sections 76B and 76C of the Act, which allows the Fair Work Commission to deal with disputes, including by arbitration, that relate to a request for an extension of unpaid parental leave made under section 76 of the Act.
- (d) Total period of parental leave
- (i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
 - (ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under **clause 36.4** or **36.5** will reduce by the period of any extension taken by a member of the couple under **clause 36.21**.

36.22 Calculation of pay for the purposes of parental leave

- (a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three (3) years. The calculation will exclude periods of unpaid parental leave
- (b) The average number of weekly hours worked by the Employee, determined in accordance with **clause 36.22(a)** above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.
- (c) Despite **clause 36.22(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.
- (d) Half Pay

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

36.23 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

36.24 Returning to Work

- (a) Returning to work early
 - (i) During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.
 - (ii) In the case of adoption, where the placement of an eligible Child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- (b) Returning to work at conclusion of leave
 - (i) At least four (4) weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
 - (ii) Subject to **clause 36.24(b)(iii)**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 36.12** above, the Employee will be entitled to return to the position they held immediately before such transfer.
 - (iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (c) Returning to work at a reduced time fraction
 - (i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
 - (ii) Where an Employee wishes to make a request under **clause 36.24(c)** such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

36.25 Consultation and Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 36.25(a)**.

36.26 Extended Family Leave

- (a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven (7) years.
- (b) The Employee must make an application for Extended Family Leave each year.
- (c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- (d) Upon return to work the Employer may reallocate the Employee to other duties.

36.27 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) The limitation in **clause 14.7** on the use of fixed term employment does not apply in the application of this clause when engaging a replacement Employee.
- (d) The Employer must re-engage a Casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

37. Surrogacy Leave

37.1 An Employee (excluding a Casual Employee) who has completed at least three months paid Continuous Service, who enters into a formal surrogacy arrangement on or after 1 July 2020, which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic), as the surrogate, is eligible to access:

- (a) Pre-Natal leave in accordance with **clause 36.6** of the Agreement, and
- (b) six weeks of paid leave

37.2 Continuing to work while pregnant

- (a) A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.
- (b) An Employee who fails to provide a requested medical certificate within seven days or provides one which states they are unfit for work may be required to commence surrogacy leave.

38. Family & Domestic Violence Leave

38.1 General Principle

- (a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to employees that experience family & domestic violence.
- (b) Leave for family & domestic violence purposes is available to Employees who are experiencing family & domestic violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family & domestic violence.

38.2 Definition of Family & Domestic Violence

Family & Domestic violence includes physical, sexual, financial, verbal or emotional abuse as defined by the *Family Violence Protection Act 2008* (Vic) and the *Fair Work Act 2009*.

38.3 Eligibility

Leave for family and domestic violence purposes is available to all Employees including part-time and casual employees

38.4 General Measures

- (a) Evidence of family and domestic violence may be required and can be in the form a document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family and domestic violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any Family and Domestic Violence contacts within the workplace.
- (e) An Employee experiencing family and/or domestic violence may raise the issue with their immediate supervisor, nominated Human Resources contact, or other support service provided by the Employer. The immediate supervisor may seek advice from Human Resources or other support service provided by the Employer on how best to support the Employee.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clauses 38.5 and 38.6**.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family and/or domestic violence.

38.5 Leave – Employees experiencing family and/or domestic violence

- (a) An Employee experiencing family and/or domestic violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family and/or domestic violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave).
- (b) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (c) An Employee who supports a person experiencing family and/or domestic violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with **clause 38.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

38.6 Individual Support

- (a) In order to provide support to an Employee experiencing family and/or domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and/or domestic violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact; or
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family and/or domestic violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee that discloses that they are experiencing family and/or domestic violence will be offered access to the Employee Assistance Program (EAP). The EAP shall include professionals trained specifically in family and domestic violence.

- (d) An Employee that discloses that they are experiencing family and/or domestic violence will be given information regarding support services.

39. Leave Without Pay

- 39.1 An Employee may be granted leave without pay by the Employer for any purpose.
- 39.2 Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.
- 39.3 The Employer may require an Employee to use other accrued leave prior to a period of leave without pay being granted, having regard to the circumstances.

40. Special Leave

At the sole discretion of the Employer, an Employee may be granted paid leave in the case of a serious personal event affecting the Employee provided that all other leave entitlements are exhausted.

41. Cultural And Ceremonial Leave

41.1 NAIDOC Week Leave

- (a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one (1) day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- (b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

41.2 Leave to attend Aboriginal community meetings

The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

41.3 Leave to attend Annual General Meetings of Aboriginal community organisations

The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

41.4 Ceremonial leave

- (a) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
 - (ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- (b) Where ceremonial leave is taken for the purposes outlined in **clause 41.4(a)**, up to three (3) days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- (c) Ceremonial leave granted under this **clause 41.4** is in addition to compassionate leave granted under **clause 34**.

42. Professional Development/Study Leave

- 42.1** Subject to the prior knowledge and approval of the Employer, an Employee may be granted leave on full pay in order to attend lectures and tutorials necessary to obtain higher qualifications relevant to their employment. Such approval shall not be unreasonably withheld.
- 42.2** An Employee may be granted sufficient paid leave to enable travel to and attendance of up to seven (7) hours of classroom activity or related project work, including assignment work, per week.
- 42.3** An Employee shall be granted up to five (5) days leave specifically to prepare for and attend examinations.
- 42.4** An Employee wishing to take study leave must apply in writing to the Employer as early as possible prior to any proposed leave, and the Employer shall provide a response within a reasonable period to enable the Employee to effect enrolment. The Employee's request is required to include:
- (a) Details of the course and institution in which the Employee is enrolled or proposes to be enrolled;
 - (b) Details of the relevance of the course to the Employee's employment; and
 - (c) A proposed schedule of leave which may be required to accomplish the course commitments.
- 42.5** The Employee will be required to provide to the Employer satisfactory evidence of their attendance at the nominated place of study.
- 42.6** Where the Employee fails to complete the course of study successfully they may, at the discretion of the Employer, be required to repay any monies expended by the Employer in relation to any financial assistance other than the leave granted in accordance with **clause 42.1**.
- 42.7** Failure to attend the courses for which study leave has been granted may be grounds for disciplinary action.
- 42.8** Leave pursuant to this clause does not accumulate from year to year.

43. Blood Donor Leave

An Employee may take reasonable leave without loss of pay for the purposes of donating blood once every 12 weeks at a time that does not unduly impact on the operational needs of the Employer.

44. Community Service Leave

44.1 Jury Service

- (a) An Employee required to attend for Jury Service during the Employee's ordinary working hours:
 - (i) shall be granted leave for the period during which the Employee's court attendance is required; and
 - (ii) shall be paid by the Employer an amount equal to the difference between the amount of remuneration paid to the Employee under the *Juries Act 2000* (Vic) in respect of the Employee's attendance for such Jury Service and the amount of ordinary salary that the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on Jury Service.
- (b) An Employee shall notify their Employer as soon as possible of the date upon which the Employee is required to attend for Jury Service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the payment amount received in respect of such Jury Service

44.2 Voluntary or civil emergency management activity

- (a) An Employee, who is engaged in an eligible community service activity or civil emergency activity, is entitled to be absent from their employment for a period if the period consists of one (1) or more of the following:
- (i) Time when the Employee engages in the activity;
 - (ii) Reasonable travelling time associated with the activity; and
 - (iii) Reasonable rest time immediately following the activity.
- (b) Each of the following is an eligible community service activity:
- (i) A voluntary emergency management activity; or
 - (ii) An activity prescribed in the Act's regulations.
- (c) An Employee engages in a civil emergency activity where the Employee defends property, people, or makes an emergency relocation, as advised by the appropriate emergency authority under the Emergency Management Act.
- (d) An Employee engages in voluntary emergency management activity if, and only if:
- (i) The Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) The Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) The Employee is a member of, or has member-like association with, a recognised emergency management body; and
 - (iv) Either:
 - The Employee was requested by or on behalf of the body to engage in the activity; or
 - (v) No such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (e) A recognised emergency management body is:
- (i) A body, or part of a body, that has a role or function under a plan that:
 - Is for coping with emergencies and/or disasters; and
 - Is prepared by the Commonwealth, a State or a Territory; or
 - (ii) A fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) Any other body, or part of a body, a substantial purpose of which involves:
 - Securing the safety of persons or animals in an emergency or natural disaster; or
 - Protecting property in an emergency or natural disaster; or
 - Otherwise responding to an emergency or natural disaster; or
 - (iv) A body, or part of a body, prescribed by the Act's regulations;
- but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one (1) or more Employees to be absent from their employment.

45. Public Holidays

45.1 Where any holiday as prescribed below falls on a day ordinarily worked by an Employee, the Employee shall not have a reduction in their ordinary pay.

- (a) For the purposes of this clause, an Employee shall be entitled to public holidays on the following days and any additional day relating to those days as provided by the Public Holidays Act 1993 (Vic):
 - (i) New Year's Day, Good Friday, Easter Monday, the day following Easter Monday, Christmas Day, Boxing Day; and
 - (ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, King's Birthday, and Labour Day;
 - (iii) in Victoria, the Friday before the Australian Football League Grand Final; and
 - (iv) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
- (b) Where public holidays are declared or prescribed in addition to those set out in **clauses 45.1(a)** and **45.2**, those days shall constitute additional holidays for the purpose of this Agreement.

45.2 Holiday in lieu

- (a) If, under (or in accordance with a procedure under) the Public Holidays Act 1993 (Vic) a day or part-day is substituted for a day or part-day that would otherwise be a public holiday under clause 45.1, then the substituted day or part-day is the public holiday.

45.3 Public holidays worked

- (a) An Employee, who is required to work and who works on any public holiday, shall be paid at the rate of double time and a half for the time so worked or by arrangement may take time off in lieu during normal working hours calculated at the penalty rate.
- (b) A part-time Employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.

45.4 Religious observance

- (a) For purposes of religious observance, an Employee may by mutual agreement with the Employer alter the following holidays to concur with recognised days of observance pertaining to their own faith:
 - (i) Good Friday
 - (ii) Easter Monday

Provided that the above days are worked by the Employee at the usual hourly rate without any penalty.

45.5 Where a public holiday occurs during any period of Personal Leave, Accrued Day Off, HSV Parental Leave or Annual Leave to which the Employee is entitled, the day shall be counted as a public holiday and shall not reduce the credits for such leave mentioned.

Part 6 Allowances and Other Matters

46. Higher Duties Allowance

46.1 Any Employee will only be appointed to undertake the duties of an Employee on a higher classification under this Agreement or other position not included in this Agreement for a period of five (5) consecutive working days or more and shall be paid for the period during which they assume such duties at not less than the minimum rate prescribed for the classification or other position applying to the higher ranked Employee.

47. On-call

47.1 An Employee may be requested and agree (or be employed) to be rostered on-call and available for recall (physically or remotely) outside of normal working hours

47.2 An Employee who is rostered to be on call must be able to be contacted immediately by an agreed means of communication and be fit and ready for on-site attendance or remote log-in within one hour of receiving a recall.

47.3 On-Call Roster:

(a) A rostered on-call week shall be as follows:

- (i) Commences at 12.01am on Monday and concludes at midnight on Sunday
- (ii) Rostered on-call will not be greater than one week without one week off-call.
- (iii) Subject to an employees' ordinary hours in accordance with **clause 27.5**, an employee rostered on-call will commence the on-call period directly following the end of their ordinary hours and cease at the commencement of the next days' ordinary hours.

47.4 On-call allowance

Employees, except those classified within Classification Band 7, are entitled to an on-call allowance in accordance with the following table and **clauses 47.5 to 47.8**.

Date of Effect	Per day Mon to Fri	Per day public holidays and all other times
<u>FFPPOA 1 July 2024</u>	\$35.88	\$54.76
<u>FFPPOA 1 July 2025</u>	\$36.95	\$56.40
<u>FFPPOA 1 July 2026</u>	\$38.08	\$58.09
<u>FFPPOA 1 July 2027</u>	\$39.22	\$59.83

47.5 For the purposes of **clause 47.4**:

- (a) "per day Mon to Fri" allowance is payable if on-call is required commencing and ending on a day that is a weekday.
- (b) "per day public holidays and all other times" allowance is payable in any other case.

47.6 The above allowance includes payment for the initial limited response which is work undertaken and completed within a total of 30 minutes for any on-call period. .

47.7 Payment for On-Call Overtime

All work after the initial response referred to in **clause 47.6** will be remunerated as overtime in accordance with **clause 28** (Overtime), with a minimum payment of 2 hours and:

- (a) if an Employee is called back on multiple occasions during one on-call period, they shall receive the minimum 2 hour payment only once and otherwise be paid for hours worked;

47.8 With the Employer's agreement, an Employee who has worked overtime duties under this **clause 47**

- (a) may take time off in lieu of overtime payment in accordance with **clause 29**, in lieu of overtime payments.
- (b) will be given at least a 10-hour break from completion of overtime duty on any call-back without loss of pay for scheduled ordinary duty commencing during such break.

48. Travelling Allowances

48.1 Should an Employee be required to use their vehicle for transport from home to place of work and return outside of normal hours, the Employee is to receive such allowance corresponding with the current mileage rates as determined by the Australian Taxation Office.

48.2 Where an Employee is required to travel during normal working hours, they:

- (a) shall be provided with transport or
- (b) the Employee may volunteer the use of their private vehicle,

and the Employee shall not be responsible for the payment of such transport and if using a private vehicle the same allowance referred to in **clause 48.1** shall be paid.

48.3 Any approved fares incurred by an Employee in the performance of their duty shall be reimbursed by the Employer.

49. Accident Make-Up Pay

49.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013*, the Employee will be entitled to accident make-up pay equivalent to their normal salary less the amount of weekly compensation payments.

49.2 Payment – maximum entitlement

- (a) The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of work average 40 hours per week), unless employment ceases.
- (b) An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 40 hours per week) or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* cease.
- (c) The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

49.3 For the avoidance of doubt, an Employee may, with the Employer's consent, take Annual Leave, Accrued Day Off or Long Service Leave whilst receiving accident make-up pay.

49.4 For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

50. Occupational Health and Safety and Rehabilitation

50.1 Objectives

- (a) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.
- (b) The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their health and safety representatives, of management systems and procedures designed, so far as is practicable to:
 - (i) identify, assess and control workplace hazards;

- (ii) reduce the incidence and cost of occupational injury and illness;
 - (iii) identify and appropriately manage work and work practices which impact on OH&S;
 - (iv) provide a rehabilitation system for Employees affected by occupational injury or illness; and
 - (v) consider the impact of changes to work practices and staffing on occupational health and safety.
- (c) OH&S statutory requirements, including regulations and codes of practice/compliance codes are minimum standards and will be improved upon where practicable.

50.2 OH&S consultation

- (a) Consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:
- (i) in accordance with the *Victorian Occupational Health and Safety Act 2004*;
 - (ii) established in consultation with Employees and their health and safety representatives; and
 - (iii) consistent with the Employer's agreed issue resolution procedures and the rights and functions of health and safety representatives, consistent with the *Occupational Health and Safety Act 2004 (Vic)*.
- (b) Where an OH&S committee is established at least half the members shall be Employees, including health and safety representatives.
- (c) The OH&S committee must operate within the requirements of the *Occupational Health and Safety Act 2004 (Vic)*.
- (d) A CPSU Workplace representative may attend local OH&S committee meetings (by giving notice) from time to time.

50.3 OH&S training

- (a) Workplace training programs, including induction and on the job training will outline relevant details of OH&S policies and procedures.
- (b) The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.
- (c) An Employee, upon election as a health and safety representative, shall be granted up to five (5) days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training organisation of their choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred.
- (d) Leave under this clause must only be granted to an Employee on one (1) occasion and is additional to any other leave granted under this clause.
- (e) Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the *Occupational Health and Safety Act 2004 (Vic)*, which is relevant to the functions of the Designated Work Group (DWG).

50.4 Access to facilities

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

- (b) The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected health and safety representatives for identified DWGs. Such circular shall be required to be posted in a readily available location for the regular attention of all Employees working in the workplace.

50.5 Bullying and violence at work

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

50.6 Employee support and debriefing

- (a) The Employer will provide support and debriefing to Employees who have experienced a “critical incident” during the course of the work that results in personal distress. The Employer is committed to assisting the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.
- (b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an Employee who was involved in or witnessed such an incident.
- (c) Critical incidents in the workplace environment include, but are not limited to:
 - (i) aggravated assaults;
 - (ii) robbery;
 - (iii) suicide or attempted suicide;
 - (iv) murder;
 - (v) sudden or unexpected death;
 - (vi) hostage or siege situations;
 - (vii) discharge of firearms;
 - (viii) vehicle accidents involving injury and/or substantial property damage;
 - (ix) acts of self-harm by persons in the care of others;
 - (x) industrial accidents involving serious injury or fatality; and
 - (xi) any other serious accidents or incidents.

51. Industrial Relations Training

- 51.1** In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five (5) days leave on full pay in any one (1) calendar year, so long as the granting of such leave does not unduly affect the operations of the workplace in which the Employee is employed.
- 51.2** The Employee may be granted the leave specified in this clause where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.
- 51.3** An Employee may be granted paid leave under this clause in excess of five (5) days and up to 10 days in any one (1) calendar year, subject to the aggregate of the leave taken in that year and in the subsequent year not exceeding 10 days in total.
- 51.4** The parties agree that in any calendar year a maximum of three (3) Employees will be eligible to take leave in accordance with this clause.

52. Agreement Compliance and Union Related Matters

52.1 Protection

- (a) An Employee shall not be dismissed or injured in their employment or have their employment altered to their prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of their status as an Accredited Representative of a Union, engagement in lawful activities as an authorised representative of a Union or on the basis of their membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.
- (b) The Employer shall not injure a person in their employment, or alter the terms or conditions of employment of a person to their prejudice on the basis of their membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

52.2 Facilities

- (a) An Accredited Representative of a Union shall be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable them to carry out their representative functions including, but not limited to:
 - (i) investigating any alleged breach of this Agreement;
 - (ii) endeavouring to resolve any dispute arising out of the operation of this Agreement; or
 - (iii) participating in any bargaining, conciliation or arbitration process conducted under the provisions of the Act.

Such release must not unduly affect the operations of the workplace in which the Employee is employed.

- (b) Members of a Union shall be permitted by the Employer to post written material authorised by a Union in a place within the workplace to which members of that Union have convenient access, and to distribute such written material by appropriate means to Union members.
- (c) Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union, provided that such communication is not offensive or improper.

53. Gender equality

53.1 Commitment to collaborative approach to achieving gender pay equity

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

53.2 Gender Pay Equity Principles

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

- (a) Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal or comparable in terms of skill, effort, responsibility and working conditions. This includes work of different types.
- (b) Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.
- (c) Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

- (d) Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/ or caring work.
- (e) Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.
- (f) Participation and engagement: Workers, unions and employers work collaboratively to achieve mutually agreed outcomes.

In accordance with **clause 53.2(c)**, The Employer commits to reporting on the organisation wide assessment on progress or otherwise in relation to gender equality at HSV in accordance with its obligation under the Gender Equality Act.

53.3 Meaning of 'pay'

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

(a) **Claims relating to systemic gender equality issues**

- (i) A systemic gender equality issue means, as set out in the Gender Equality Act 2020, an issue of a systemic nature within the Employer which adversely affects a class or group of employees of the Employer, relating to:
 - (ii) The gender composition of any or all workforce levels of the Employer; or
 - (iii) The gender composition of governing bodies; or
 - (iv) Equal remuneration for work of equal or comparable value across any or all workforce levels of the Employer irrespective of gender; or
 - (v) Sexual harassment in the workplace; or
 - (vi) Recruitment and promotion practices in the workplace; or
 - (vii) Availability and utilisation of terms, conditions and practices in the workplace relating to family and domestic violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or
 - (viii) Gendered workplace segregation, or
 - (ix) any other prescribed matters.
- (b) The Union and/or a class or group of Employees (Claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (Claim) in accordance with this clause.
- (c) A Claim or Claims under this clause must be made in writing to the Employer.
- (d) In the first instance the Claim should include sufficient detail for the Employer to make a reasonable assessment of the nature of the Claim, the employees impacted by the Claim and any proposals to resolve the Claim.
- (e) The Employer must meet and discuss the Claim with the Claimant prior to responding to the Claim.
- (f) The Employer must respond to the Claim in writing to the Claimant/s, within a reasonable time, including enough details in the response to allow the Claimant to understand the Employer's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
- (g) Where agreement is reached between the parties within the workplace, this agreement and agreed resolution must be documented.
- (h) If the Claim, or some elements of the Claim are unable to be resolved between the Employer and the Claimant/s, either the Claimant/s or the Employer may refer unresolved elements of the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with. In doing so the parties should present, subject to the terms of the Gender Equality Act 2020 (Vic), the agreed and unagreed items of the Claim to the Commissioner.
- (i) In dealing with a Claim, the Commissioner:
 - (i) Must consider the Gender Pay Equity Principles articulated in **clause 53.2** above; and
 - (ii) Must be objective and free from assumptions based on gender; and
 - (iii) Must acknowledge that current pre-existing views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender; and

- (iv) Must ensure that skills, responsibilities, effort and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and
 - (v) Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation, and
 - (vi) Must deal with the Claim in a manner that is independent of the Employer or the Claimant; and
 - (vii) Must consider evidence that the Claim may not be isolated to the Employer subject to the Claim but may affect Employees from other public sector employers not covered by this Agreement; and
 - (viii) May jointly deal with a Claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and
 - (ix) Must consider the views of the Claimant prior to jointly dealing with multiple Claims or disputes; and
 - (x) May otherwise deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the Gender Equality Act 2020 (Vic). This can include mediation, conciliation, making recommendations or offering opinions. However, the Commissioner cannot make any binding determination in relation to a Claim.
- (j) If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Employer may refer the Claim to the Fair Work Commission as a dispute of a collective character for resolution pursuant to **clause 12**.
 - (k) This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
 - (l) A Claimant or the Employer may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.
 - (m) The Claimant and Employer and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
 - (n) Whilst a Claim is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.

53.4 Gender Equality Action Plans

The Employer will consult with the governing body of the entity, the employees, Union or employee representatives and any other relevant person in the preparation of Gender Equality Action Plans under the *Gender Equality Act 2020 (VIC)*.

54. Workplace delegates' rights

54.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

54.2 In this clause:

- (a) **delegate's organisation** means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) **eligible Employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.

54.3 Before exercising entitlements under **clause 54**, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

54.4 An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

54.5 Right of representation

A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

54.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under **clause 54.5**. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
- (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

54.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under **clause 54.7(a)** if:
 - (i) the workplace does not have the facility;

- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

54.8 Exercise of entitlements under clause 54

- (a) A workplace delegate's entitlements under **clause 54** are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- (b) This **clause 54** does not require:
 - (i) the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
 - (ii) an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

55. Performance and Development Review and Progression

55.1 Definitions

- (a) "**Progression Point**" means the salary applicable to an employee's classification as set out in Schedule C of this Agreement.
- (b) "**Progression**" means advancing to the next Progression Point for Bands 1-4A or paying a Performance Payment for Bands 4B-7.
- (c) "**Top of Band Payment**" means the 1 % lump sum of the Employee's base salary as at 30 June of the Performance Cycle, paid in accordance with this clause to an Employee at the top of their Band in lieu of Progression. This is applicable to employees in Grades 1-4A.
- (d) "**Performance Payment**" means the 1 % lump sum of the Employee's base salary as at 30 June of the Performance Cycle in lieu of progression. This is applicable to Grades 4B – 7.

Note: Transitional arrangements are outlined in **Schedule C**. Performance Reviews for the performance cycle 1 July 2024 to 30 June 2025 will be completed under the existing HSV performance review process.

55.2 Performance Cycle and Review

- (a) Employees will be appointed to a Band and/or Progression Point based on work requirements in accordance with the classification and Classification Descriptors relevant to the Employee's position as set out in **Schedule A** of this Agreement.
- (b) The performance and development review process is the framework to support enhancing organisational performance through the management, development and review of employee performance. The outcomes of the process will determine whether an Employee is entitled to a Performance Reward the end of the Performance Cycle being either:
 - (i) Progression to the next Progression Point; or
 - (ii) A Top of Band payment; or
 - (iii) A Performance Payment.
- (c) Top of Band and Once Off Performance payments are not added to an employee's salary.
- (d) The Performance Cycle is twelve months (1 July to 30 June).

- (e) All Employees must participate in the performance development and review process, including in the development of their individual performance development plans and conduct of performance discussions and reviews.
- (f) Employees who refuse to participate in the performance development and review process will be ineligible for Progression unless the Employee's lack of participation is due to the Employer's failure to initiate the performance development process.

55.3 Progression criteria

- (a) The employer and the employee will meet and agree upon the performance expectations relating to capability, acquisition of skills and achievement of strategic roadmap initiatives for the next twelve months service.
- (b) Progression Criteria should be sufficiently detailed and clear to enable proper assessment of performance to occur and be consistent with the Employee's position, skills, capabilities and the relevant Classification Descriptors. The expected capabilities, competencies, responsibilities and behaviours appropriate to the role may be weighed and combined to develop the Progression Criteria.
- (c) Progression Rewards will be on the basis of consistent overall job performance and values demonstration which must align with HSV strategic objectives & performance, compliance with HSV policies and procedures in force and amended from time to time, upholding HSV and public sector values and specific criteria relating to the organisation, department, team and the position.
- (d) For Bands 1 to 4A, progression criteria will not be as onerous as those required for bands 4B to 7.
- (e) In setting Progression Criteria for employees in bands 4B to 7 it is expected Progression Criteria will:
 - (i) be commensurate with the higher level of responsibility expected of positions of these Bands; and
 - (ii) include higher performance expectations

55.4 Eligibility requirements for Progression

- (a) Employees are eligible to be considered for Progression, Performance Payment or Top of Band Payment ("Performance Reward") unless any of the exclusions apply.
- (b) An Employee is not automatically eligible to be considered for a Performance Reward in respect of a Performance Cycle if:
 - (i) the Employee has been continuously employed at HSV for less than 12 months as at the end of the Performance Cycle; or
 - (ii) the Employee obtained a promotion to a position at a higher Band, or otherwise negotiated a salary increase, within the Performance Cycle; or
 - (iii) the Employee was subject to a formal underperformance process at any time during the Performance Cycle or
 - (iv) the Employee is subject to proven misconduct as per **clause 17** during the course of the Performance Cycle.

55.5 Eligibility requirements for Performance Reward – Higher Duties

- (a) If an Employee has been acting in a higher position for a period of twelve months at the end of the Performance Cycle, the Employee will be eligible to be considered for a Performance Reward for continued performance of the higher duties beyond 12 months.
- (b) If an Employee progresses to the next progression point while acting in a higher position, they will progress to the next Progression Point within their substantive Band (if applicable).
- (c) An Employee who has been acting in a higher position for a period of less than twelve months at the end of the Performance Cycle, may be eligible to be considered for Performance Reward at their substantive Band, if they are not otherwise ineligible.

55.6 Progression Rewards for Employees returning from Primary Caregiver Parental leave

- (a) An Employee is entitled to progress two progression points, or be paid two "Top of Band" payments or two Progression Payments in the following circumstances:
 - (i) The Employee was not considered for Progression Reward due to the Employee's absence on a period of Primary Carer Parental Leave not exceeding 52 weeks; and
 - (ii) The Employee is otherwise eligible to be considered for Progression Reward; and
 - (iii) The Employee is assessed as meeting progression criteria in the Performance Cycle in which the Employee returns to work.
- (b) Any Progression Reward will be processed by the Employer at the same time as other progression outcomes resulting from the Performance Cycle following the Employee's return to work.
- (c) An Employee's absence from work on parental leave for part of a relevant Performance Cycle must not disadvantage the Employee in the Employer's application of the Progression Criteria.

55.7 Progression General Matters

- (a) An Employee who has been acting in a higher position for a period of less than twelve months at the end of the Performance Cycle, may be eligible to be considered for Progression or a Top of Band or Progression Payment at their substantive Band, if they are not otherwise ineligible.
- (b) Progression between progression points or Top of Band or Progression Payment will occur if the Employee:
 - (i) meets the eligibility requirements set out in this **clause 55**; and
 - (ii) is assessed as having met their Progression / Performance Criteria at the End of Cycle Performance Review.
- (c) An End of Cycle Performance Review is undertaken at the end of each Performance Cycle. The Employee's performance against the Progression Criteria is assessed by their leader at that time.
- (d) An Employee will not be disadvantaged where through the Employer's act or omission:
 - (i) learning and development opportunities are not available; or
 - (ii) a Performance Development Plan is not completed, or
 - (iii) a Mid-Cycle or End of Cycle Performance Review is not conducted.
- (e) Where an Employee is assessed as having not met their agreed Progression / Performance Criteria, the Employee will not obtain Progression Reward.

Schedule A Classification Descriptors

Schedule A: Classification Descriptors		
Band	Role Descriptor	Example roles
1	<p>Administration/Technical</p> <ul style="list-style-type: none"> Operates under close supervision to routine supervision, depending on the task complexity. Undertakes specific and defined tasks within established rules with clear and detailed instructions. Accountable for accuracy and timeliness of outputs. Maintains existing processes using established systems on a basic level. Performs administrative tasks that do not require prerequisite knowledge or experience. Takes responsibility for delivering services that meet customer requirements. 	<p>Administrator Customer Service/Help Desk</p>
2	<p>Administration/Technical</p> <ul style="list-style-type: none"> Operates under general direction with routine supervision. Completes assigned tasks and demonstrates a knowledge of policies and processes relevant to the role. Able to problem-solve using clearly defined standard operating procedures or manuals. Liaises with stakeholders, clients and external providers of goods and services. Acts as a local reference point in operational processes and procedures. Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations. Administers routine projects under direction or coordinates project steps. Operates and maintains administrative tools appropriate to the function and level of qualification. Takes responsibility for delivering services that meet customer requirements. 	<p>Officer Coordinator</p>
3	<p>Administration/Technical</p> <ul style="list-style-type: none"> Operates under general direction with limited supervision. Ensures adherence to guidelines, processes, procedures and codes of conduct. Capable of prioritising and completing work within established processes and procedures. Works as a supportive and cooperative team member and engages internal and external stakeholders. Task focused with an ability to work autonomously. Escalates issues that may impact the completion of tasks. Ability to manage multiple customers at one time with a strong focus on high quality service standards. Identifies and implement improvements and efficiencies within the function. Engages stakeholders and/or other work units in the achievement of team objectives. Provides technical assistance and troubleshooting to internal and external stakeholders specific to the role. Proficient in the application of administrative functions, technical processing tasks and/or reporting. 	<p>Officer Assistant Analyst Support Coordinator</p>

Schedule A: Classification Descriptors		
Band	Role Descriptor	Example roles
4	<p><u>Leadership/Technical</u></p> <ul style="list-style-type: none"> Operates under broad direction, limited degree of autonomy. May have limited supervisory responsibility. Takes accountability for work objectives at personal and team level. Ensures adherence to legislation, guidelines, processes, procedures and codes of conduct. Provides specialist administrative and corporate support and demonstrates an established competency and productivity within scope of responsibility. Demonstrates a continuous improvement focus, including recommending improvements to processes, tools and resources in area of focus. Develops guidelines and resolves operational service delivery problems within the team's scope, consistent with program objectives. Ability to acquire information and influence others with diplomacy and tact and exercises initiative, discretion and judgement. Initiates research and analysis within area of expertise consistent with organisational objectives. Applies specialist skill set to negotiate and manage contracts/agreements relevant to the scope of the role. Analyses data and information to understand a problem explore opportunities. Able to convey specialist concepts and generate in-depth reports, briefs and correspondence for internal and external audiences. Engages stakeholders and/or other work units in the achievement of objectives, builds positive and productive working relationships with internal and external stakeholders. 	<p>Accountant Analyst Coordinator Executive Support Customer Relationship Supervisor/Manager Specialist Business Partner</p>
5	<p><u>Leadership/Technical</u></p> <ul style="list-style-type: none"> Operates under broad direction, working with a degree of autonomy. Responsible and accountable for own work and may directly supervise the work of others. Provides high-level strategic advice and an advanced competency and productivity within scope of responsibility. Actively engages team members in the awareness and mitigation of risks in order to achieve positive safety outcomes. Manages the cross-functional delivery of a defined service with significant budget, employee responsibilities, and/or sensitive/complex issues. Contributes to the development of standards relating to the sector, program, or profession, and the application of concepts to policy development. Analyses data and information to understand a problem, explore an opportunity and make recommendations based on relevant evidence. 	<p>Manager Advisor Business Partner Analyst Relationship Manager Head Of Specialist</p>

Schedule A: Classification Descriptors

Band	Role Descriptor	Example roles
	<ul style="list-style-type: none"> • Engages stakeholders and/or other work units in the achievement of team objectives, feedback for improvement or to respond effectively to issues and opportunities. • Addresses and resolves team performance issues, looks for ways to develop team capability and individual potential. • Works comfortably with ambiguity and complexity and makes sound decisions in the absence of complete information. • Maintains a commercial focus and considers both team goals and organisational strategy when planning and prioritising work. • Influences and negotiates with stakeholders, peers, industry bodies and other government agencies to gain cooperation and meet delivery timelines for projects, services or advice. • Builds a supportive and cooperative team environment and fosters a culture that is consistent with organisational culture, emphasising organisational values. 	
6	<p>Senior Leadership/Technical</p> <ul style="list-style-type: none"> • Operates under broad direction, working with a considerable degree of autonomy. • Responsible and accountable for own work and the work of others. • Manages an area with significant budget, team size, employee responsibilities, and/or strategic importance. • Contributes to organisational strategic planning and responsible for implementing endorsed strategic policies within functional area. • Routinely advises senior levels of the organisation on functional area, and applies specialised knowledge to progress plans and find solutions to major challenges. • Provides multi-layered, complex and advanced leadership and guidance to customers, team and stakeholders. • Develops complex or specialised service delivery models and frameworks based on defined organisational priorities within area of expertise. • Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects and delivery of activities and meet timelines. • Confidently represents the organisation with external peers and negotiates within agreed parameters. • Responsible for meeting service objectives, including financial, quality and time-related targets for programs or major projects. • Provide highly specialist services or expert advice on service delivery. • Typically operates in an environment with a high degree of sensitivity or risk associated with the industry sector or field. • Able to apply specialised knowledge to achieve highly creative and/or innovative solutions to major challenges and projects. • Builds a supportive and cooperative team environment and fosters a culture that is consistent with organisational culture, emphasising organisational values. 	Senior Leader Head Of (Snr)

Schedule A: Classification Descriptors

Band	Role Descriptor	Example roles
7	<p>Senior Technical Specialist</p> <ul style="list-style-type: none"> • This classification covers only those jobs that require the highest level of specialist professional expertise • Typically a limited tenure project or activity • The job represents the highest level of expertise in the organisation within the specific field; • The primary focus of the role is practising the profession at the expert level • The job requires recognition as an expert within the particular field; • The level of expertise and specialisation is rare within the organisation and, as a general rule, the field • Utilises advanced technical expertise and skills to shape impactful policies, programs, and initiatives in key functional areas including cross-collaboration on organisational-wide initiatives, consistent with organisational objectives. • Manages stakeholders with diverse priorities and differing views, by briefing and influencing senior stakeholders and negotiating resolutions. • Operates within flexible and complex decision-making hierarchies, overseeing and managing major projects and providing policy advice to senior level internal and external stakeholders. • Drives complex or specialised delivery models, ensuring targets are met across service, financial, quality and time-related metrics. 	Not applicable

Schedule B Classification Bands and Rates of Pay

Band	FY25 From 1 July 2024 - 30 June 2025	FY26 From 1 July 2025	FY27 From 1 July 2026	FY28 From 1 July 2027
1.1	\$53,303	\$54,902	\$56,549	\$58,245
1.2	\$55,701	\$57,372	\$59,093	\$60,866
1.3	\$58,633	\$60,392	\$62,203	\$64,070
1.4	\$61,031	\$62,862	\$64,748	\$66,691
1.5	\$63,963	\$65,882	\$67,858	\$69,894
2.1	\$66,628	\$68,627	\$70,686	\$72,806
2.2	\$69,293	\$71,372	\$73,513	\$75,719
2.3	\$71,692	\$73,843	\$76,058	\$78,340
2.4	\$74,624	\$76,862	\$79,168	\$81,543
3.1	\$77,022	\$79,333	\$81,713	\$84,164
3.2	\$79,954	\$82,352	\$84,823	\$87,368
3.3	\$82,619	\$85,097	\$87,650	\$90,280
3.4	\$85,284	\$87,843	\$90,478	\$93,192
3.5	\$87,949	\$90,588	\$93,305	\$96,104
3.6	\$90,614	\$93,333	\$96,133	\$99,017
3.7	\$93,279	\$96,078	\$98,960	\$101,929
3.8	\$95,945	\$98,823	\$101,788	\$104,841
4A.1	\$98,610	\$101,568	\$104,615	\$107,753
4A.2	\$102,797	\$105,881	\$109,057	\$112,329
4A.3	\$106,985	\$110,194	\$113,500	\$116,905
4B	MIN: \$111,172	\$114,507	\$117,942	\$121,481
	MAX: \$128,992	\$131,764	\$135,717	\$139,788
5	MIN: \$128,992	\$132,862	\$136,848	\$140,953
	MAX: \$173,233	\$178,430	\$183,783	\$189,297
6	MIN: \$173,233	\$178,430	\$183,783	\$189,297
	MAX: \$194,554	\$200,391	\$206,402	\$212,595
7	MIN: \$194,554	\$200,391	\$206,402	\$212,595
	MAX: \$234,531	\$241,567	\$248,814	\$256,278

Schedule C Arrangements for transition to the new HSV classification and salary structure

1. Implementation of the new Classification Structure

1.1 Commencement

The new HSV classification and salary structure will come into operation from the date of commencement of this Agreement.

1.2 Application

This Schedule applies to all employees as defined in **clause 5** of the HealthShare Victoria Agreement 2024.

1.3 Definitions

- a. **Classification review** means the process of determining the appropriate classification of a position based on work requirements in accordance with the Classification Descriptors set out in **Schedule A** of this Agreement.
- b. **Salary maintenance** means, for the purpose of the transition to the new classification and salary structure set out in this Schedule, the maintenance of an employee's current salary. Where the initial transition to the new classification structure determines that a position is classified at a lower band, the employee's salary will not be reduced, and will be entitled to receive any agreed annual salary increase, as set out in this Agreement. This is considered an 'over-band'. An employee in receipt of salary maintenance will not be eligible to receive an annual performance-based progression reward.

1.4 Unless otherwise provided, terms defined in the Agreement have the same meaning in this Schedule.

2. New HSV classification and salary framework

2.1 A new classification structure and salary framework has been established in this Agreement. Prior to the commencement of this Agreement, HSV had four bands with minimum and maximum base salary amounts, these amounts overlapped and there was no progression at any band nor performance rewards available.

2.2 This Agreement introduces a new classification structure and associated Performance and Development Review and Progression.

2.3 Within Bands 1 to 4A there are progression points (expressed pay points) Bands 1 to 4A are divided into progression points. Bands 4B – 7 contain a minimum and maximum indicative salary range. HSV reserves the right to pay an employee above the indicative salary range. Payment above the indicative salary range does not affect the Employee's classification.

2.4 The salary bands are detailed in **Schedule B** of this Agreement.

3. Translation from existing salary and classification structure

3.1 Existing employees will transition to the new salary structure on the basis of their salary as at the commencement of this Agreement. For the avoidance of doubt, this is the salary including the application of the agreed year 1 annual salary increase, effective First Full Pay Period on or After 1 July 2024, as set out in **clause 22.3** of this Agreement.

3.2 In the first year of operation of the enterprise agreement, employees will be mapped to the applicable Band and/or Progression Point. No existing employees will be mapped to Band 7.

- 3.3 Employees who translate to the new classification structure within Bands 1 to 4A inclusive, and do not directly correlate to a progression point as set out in the classification structure in Schedule B, will be translated to the next highest progression point that is immediately above their salary within the applicable Band.
- 3.4 The translation to the new classification structure will occur within six months of commencement of this Agreement (per **clause 4** of this Agreement)
- 3.5 Any adjustments required as a result of translation will take effect from the First Full Pay Period on or After 6 months from the commencement of this Agreement.
- 3.6 Performance Reviews for the performance cycle 1 July 2024 to 30 June 2025 will be completed under the existing HSV performance review process.
- 3.7 Following the translation year, the new Performance and Development Review and Progression process will apply from the 1 July 2025 to 30 June 2026 performance cycle, at the end of which employees are eligible for a Performance Reward at the end of the Performance Cycle being either:
 - a. Progression to the next Progression Point; or
 - b. A Top of Band payment; or
 - c. A Performance Payment.

4. Progression within a Band

4.1 Progression cycle and performance review

- a. The Performance Review assessment process for the period 1 July 2025 to 30 June 2026 will be completed under the provisions set out in this Agreement.
 - b. Due to the introduction and transition costs of the new classification structure, employees will not be eligible for progression, top of band payment or 1% performance payment in the first year of operation of the Agreement.
 - c. In the first year of operation of the enterprise agreement, employees will be mapped to the applicable progression point. Employees will have their performance assessed during the second year of operation of this Agreement, 1 July 2025 – 30 June 2026 and will be eligible for a progression payment, top of band payment or 1% performance payment to be payable from September 2026 when performance reviews are completed.
 - d. The first progression cycle under this Agreement will be from 1 July 2025 to 30 June 2026.
- 4.2 The performance standards and progression within a band will be applied from 1 July 2026.

5. Employer initiated classification reviews

- 5.1 Employees transitioning from the current structure to the new structure will be individually affected by the changes, depending on their current salary level.
- 5.2 On transition to the new structure, the following positions may be subject to an Employer initiated classification review:
 - a. Positions where there is more than one employee performing the same position, and the employees transition to different Bands within the new salary and classification structure.
 - b. The classification review process in relation to the transition to the new salary structure will commence from the date of the commencement of this Agreement and must be completed within 6 months of this date.

- c. Where the classification review determines that a position is classified at a higher band, the position and incumbent will be reclassified to the appropriate higher band in accordance with the Classification Descriptors.
 - d. Where the classification review determines that a position is classified at a lower band, the position will be reclassified to the appropriate band, in accordance with the Classification Descriptors.
 - i. This is considered an 'over-band'.
 - ii. The employee will be provided with written reasons for the decision.
 - iii. The employee will be entitled to receive salary maintenance.
 - iv. The employee's salary will be maintained at the current level and will continue to receive future salary increases calculated on their total salary.
- 5.3** Where an employer initiated classification review determines that a position is classified at a lower band, the employer will examine the position to determine if the employee's position can be expanded to meet the Classification Descriptor's applying to the higher band.
- a. Where it is determined that it is not possible to expand the employee's position, the employee will be provided with written reasons for the decision.
- 5.4** It is recognised that in some cases, for operational reasons, scope will not exist to expand positions to meet the higher classification criteria.
- 5.5** Employees, who are identified as being in a role that can be expanded to meet the requirements of the higher Band, will have access to progression under the criteria applying to the higher Band.
- 5.6** An employee can refuse to participate in the process of expanding the Employee's position, in which case the position will not be expanded and the Employee's salary will be governed by the salary maintenance arrangements.
- 5.7** Where a HSV employee is currently in receipt of salary maintenance, for transition purposes, those employees will be transferred at the salary level based on the top of the present HSV salary range for the position they are appointed to.
- a. In accordance with this Schedule, the employee's present salary will be maintained and be indexed in line with the agreed salary increases set out in clause **22** of this agreement.

6. Classification Disputes

- 6.1** All disputes about classification must be addressed in accordance with **clause 12** of this Agreement, including disputes where:
- a. a classification review has determined that an employee's position is classified at a lower band, having regard to the applicable Classification Descriptors (set out in **Schedule A**), and the employee does not believe that the confirmed band reflects the description of the employee's required position; or
 - b. an employee is of the view that the translation point for his or her position is inappropriate having regard to the applicable Band Descriptors or is of the view that their band does not reflect the description of the employee's required role.
 - c. The effective date (including backdating of pay) of the outcome of the classification dispute will be the date of lodgement of the classification review dispute under **clause 12** of this Agreement.

SIGNED for and on behalf of **HEALTH PURCHASING VICTORIA (trading as HealthShare Victoria)** by its authorised representatives in the presence of:

Odette Commins

Witness

Odette Commins

Name of Witness (print)



Signature

John Delinaoum

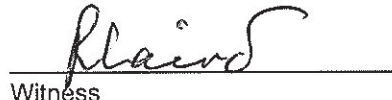
Name (print)

Acting Chief Executive

Authority to sign

Level 11, 50 Lonsdale St, Melbourne VIC
Address

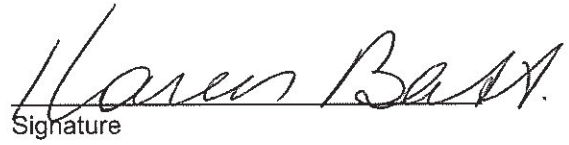
SIGNED for and on behalf of **Community and Public Sector Union State Public Services Federation (SPSF) Group Victoria** by its authorised officers in the presence of:



Witness

ROBERT LAIRD

Name of Witness (print)



Signature

KAREN BATT
Name (print)

BRANCH SECRETARY
Authority to sign

4/128 EXHIBITION ST.
Address MELBOURN.

SIGNED for and on behalf of **EMPLOYEES** in the presence of:



Witness

Grant Thomas

Name of Witness (print)



Signature

Hassan Pirov

Name (print)

Employee Representative

Authority to sign

Level 11, 50 Lonsdale St, Melbourne VIC
Address