

**VICTORIAN WORKCOVER AUTHORITY AGREEMENT 2005 – 2008  
(known as WORKSAFE VICTORIA EBA 2012)**

**1 Arrangement**

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## 2 Title

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This agreement shall be known as the Victorian WorkCover Authority Certified Agreement 2005 - 2008.

## 3 Definitions

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**“Accident Pay”** means a weekly payment of an amount representing the difference between the total amount of compensation received by an employee and their ordinary rate of pay.

**“Award”** means Victorian WorkCover Authority Award 2002 or its successor.

**“Commission”** means the Australian Industrial Relations Commission.

**“CPSU”** means the Community and Public Sector Union.

**“Executive Contract”** means a contract made in accordance with Government Sector Executive Remuneration Panel (GSERP) requirements.

**“FSU”** means the Finance Sector Union.

**“Honorary Office Holder”** means an unpaid elected official on the governing body of either the CPSU/FSU.

**“Household”** comprises people of the employee’s household who are dependent on the employee, or who is the partner of the employee.

**“Immediate Family”** means spouse (including a former spouse, de facto spouse, former de facto spouse or same sex partner) child, parent, grandparent, grandchild or sibling.

**“Medical practitioner”** means a registered medical practitioner within the meaning of the *Health Professions Registration Act 2005 (Vic)*.

**“OH&S”** means Occupational Health and Safety.

**“Recognised Prior Service”** means service of an employee prior to commencement with WorkSafe Victoria with:

- (a) the Victorian Public Service;
- (b) the Commonwealth of Australia, including with the armed forces;
- (c) any Australian State;
- (d) any Victorian Government Authority;
- (e) a municipality or any other Local Government Authority;
- (f) any service with a body set up by legislation primarily and exclusively to

achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of security of Government funded bodies;

where a reciprocal arrangement is in place and provided that such service is only recognised if the body described above recognises for long service leave purposes service with WorkSafe Victoria.

“**Salary**” means the wage or salary rate which an employee receives in the normal course of their duty; provided that salary does not include any payment for overtime, shift work, allowances or the reimbursement of expenditure.

“**TAC**” refers to the Transport Accident Commission.

“**Unions**” refers to the CPSU and the FSU.

“**WorkSafe Victoria**” means the Victorian WorkCover Authority.

“**WR Act**” means the *Workplace Relations Act 1996* (Cth).

## **4 Scope & parties bound**

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- 4.1 This Agreement is made between WorkSafe Victoria and the Unions.
- 4.2 This Agreement applies to and is binding on WorkSafe Victoria, the Unions and employees who are, or are eligible to be, members of the Union.
- 4.3 Employees employed under a GSERP Contract with WorkSafe Victoria are excluded from the operation of all provisions of this Agreement and the Award. Relationship to Award & other Agreements

## **5 Relationship to Award & other Agreements**

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- 5.1 This Agreement should be read and interpreted in conjunction with the Award as varied from time to time, provided that where there is any inconsistency between this Agreement and the Award; this Agreement will prevail to the extent of the inconsistency.
- 5.2 This Agreement replaces in its entirety, the Victorian WorkCover Authority Certified Agreement 2002 - 2005.

## **6 Future legislative change**

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- 6.1 The Parties acknowledge that during the nominal life of this Agreement, the Federal Government may introduce new legislation the effect of which would be to compel or allow the removal of certain provisions of the Award.

- 6.2 If during the life of this Agreement any provisions of the Award are removed in accordance with the proposed legislation referred to in subclause 6.1, the Parties shall, to the extent permitted by law, continue to apply those provisions (as they existed immediately prior to being removed from the Award) in the same way and to the same extent that would have prevailed if those provisions had continued during that period to remain provisions of the Award.
- 6.3 The Parties agree that no employee will be adversely affected in respect of their terms and conditions of employment with the introduction of any proposed legislation referred to in subclause 6.1.
- 6.4 Nothing in this clause will establish a contractual or any other cause of action of an employee that would not have existed but for this clause.

## **7 Date and period of operation**

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This extension and variation to the Victorian Workcover Authority 2005 – 2008 Certified Agreement will come into operation from the date of the AIRC order and will remain in force up to and including 30 June 2012.

## **8 Objectives of the Agreement**

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- 8.1 The aim of this Agreement is to reinforce and build upon the relationship between WorkSafe Victoria and its employees. As a result of this, the objective of this Agreement is to promote an efficient and productive workplace which is characterised by:
- (a) Prompt, courteous and efficient service to clients, customers and colleagues;
  - (b) Flexible work systems, with a focus on continuous improvement in the procedures and processes followed;
  - (c) Multi-skilling of employees through ongoing training, so that they have the skills required for their work and to maximise employees' opportunity to reach their full potential;
  - (d) Continuous learning, so that employees can adapt to the changing demands from legislation and the market place;
  - (e) Adherence to internal processes and procedures, to ensure consistency and equity;
  - (f) A working environment to which careful attention to employee health, safety and well-being is given;
  - (g) Fairness and equality of outcomes for all employees;
  - (h) Effective consultation and communication on matters with the potential to impact upon the work of employees and WorkSafe Victoria; and
  - (i) The adoption of WorkSafe Victoria values by WorkSafe Victoria and its employees in their dealings with each other and our stakeholders, every day.

8.2 The work of WorkSafe Victoria is important and impacts upon many people's lives, every day. This means that WorkSafe Victoria has a responsibility to ensure that strong values guide us in everything we do and to ensure WorkSafe Victoria and its employees are:

- Constructive** in the way we provide information, advice and service
- Accountable** for what we do and what we say. We live up to our promises
- Transparent** we work in a transparent way in an environment which is open and honest
- Effective** we are effective by working collaboratively to deliver high quality services
- Caring** we demonstrate care by showing empathy in our dealings with everyone we work with.

## 9 Anti-discrimination

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- 9.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(j) of the WR Act by ensuring freedom of association, including the rights of employees and employers to join an organisation or association of their choice, or not to join an organisation of association.
- 9.2 It is the intention of the parties to this Agreement to achieve the principle objectives in sections 3(l) and 3(m) of the WR Act by;
- (a) Assisting employees to balance their work and family responsibilities effectively through the development of mutually beneficial work practice with employers and
  - (b) Respecting and valuing diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.3 It is the intention of the parties to this Agreement to achieve the objectives of the *Equal Opportunity Act 1995* (Vic) through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of age, breastfeeding, carer status, disability/impairment, employment activity, gender identity, industrial activity, lawful sexual activity, marital status, parental status, physical features, political belief/activity, pregnancy, race, religious belief/activity, sex, sexual orientation, or personal association with someone who has or is assumed to have, any of these attributes.
- 9.4 Accordingly, in fulfilling their obligations under the procedures in clause 67, *Dispute resolution procedure*, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.5 Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted or permitted under Victorian or Federal anti-discrimination legislation;

- (b) an employee, employer or registered organisation pursuing matters of discrimination in any Victorian or Federal jurisdiction, including by application to the Federal or Victorian Equal Opportunity and Human Rights Commission (VEOHRC);
- (c) the exemptions in sub-sections 659(3) and (4) of the WR Act.

9.6 It is the intention of the parties that WorkSafe Victoria and its employees respect and promote the human rights set out in the *Charter of Human Rights and Responsibilities Act 2006* (Vic) when carrying out their respective duties, functions and responsibilities.

## **10 Occupational health and safety**

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- 10.1 WorkSafe Victoria is committed to exemplary OHS management.
- 10.2 The parties acknowledge and support the rights of employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health.
- 10.3 It is recognised that improving health and safety has the flow on effect of improving both employee well-being and workplace efficiency and, as such, the parties are committed to the provision of appropriate resources and implementation of programs based WorkSafe Victoria's intention to establish leading practices in employee health, safety and well-being.
- 10.4 The establishment of leading practices in employee health, safety and well-being will be accomplished through viewing OHS statutory requirements including Regulations, as minimum standards to be improved upon where practicable, and 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:
  - (a) identify, assess and control workplace hazards;
  - (b) reduce the incidence and cost of occupational injury and illness; and
  - (c) provide a rehabilitation system for employees affected by occupational injury or illness
  - (d) encourage and support employee health and well-being.
- 10.5 The parties and the employees covered by this Agreement are committed to the promotion of a joint and united approach to consultation on OHS matters and issue resolution.

## **11 Employee engagement and consultation**

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- 11.1 WorkSafe Victoria and the Unions agree that a two tier model of employee engagement and consultation best supports workplace change decision making.

The parties are committed to the following employee engagement and consultation model:

**(a) Employee engagement**

As required, a manager will initiate a meeting to support employee engagement on proposed team, division, or regional decisions, and other business or industrial matters as appropriate. An employee or union representative may request a manager to initiate such a meeting. This request will be considered by the manager and will not be unreasonably withheld. Any matters arising from this employee engagement that are identified as having a significant impact on employees will be referred to the WorkSafe Victoria Consultation Forum.

**(b) Consultation**

A regular scheduled WorkSafe Victoria Consultation Forum will be facilitated by Human Resources and attended by WorkSafe Victoria management decision makers and Unions. The attendees will consider proposed business unit and/or organisation wide changes likely to have a significant impact upon employees and any referred employee engagement change decisions.

- 11.2 Consultation in accordance with this clause provides employees and their union representatives with an opportunity to be informed about proposed decisions, and to influence the decision maker about those proposed decisions by WorkSafe Victoria, which are likely to have a significant impact upon employees.
- 11.3 Where WorkSafe Victoria proposes a decision to introduce changes in workplace structure, technology and existing work practices that are likely to have significant impact on employees, WorkSafe Victoria will notify employees who may be affected by the proposed changes and their union representatives.
- 11.4 Examples of changes that are likely to have a significant impact on employees include, but are not limited to, changes in the composition or operation of the workforce or in the skills required; the elimination of job opportunities or promotion opportunities; the alteration of hours of work; the need for retraining or transfer of employees to other work or location; and the restructuring of jobs.
- 11.5 WorkSafe Victoria will discuss proposed decisions with the affected employees and their union representatives. This includes the introduction of change, the effects change is likely to have on employees and measures to avert or mitigate the adverse effects of change on employees. The discussions will commence as early as practicable after a proposed decision that requires consultation has been made.
- 11.6 WorkSafe Victoria will provide prompt consideration to matters raised by employees and/or their representatives. This includes alternative proposals that meet the rationale and intended benefits of the proposed decision.
- 11.7 Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with clause 67, *Dispute resolution procedure*.

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## **12 Recruitment and selection**

12.1 WorkSafe Victoria is committed to a recruitment and selection process that:



- (a) provides development and career opportunities to employees;
  - (b) will be fair, transparent and communicated openly to all employees;
  - (c) has a clear definition of requirements for specific roles;
  - (d) can clearly and accurately assess the required skills of applicants; and
  - (e) openly supports equal opportunity principles.
- 12.2 Where WorkSafe Victoria determines that a position may be filled by recruitment, promotion or transfer, the position will be advertised internally, and may be advertised externally, for at least 10 working days before the closing date for applications.
- 12.3 In exceptional circumstances, to meet operational requirements, WorkSafe Victoria may advertise a vacancy for a minimum of five working days, following advice to the Unions from Human Resources.

## **13 Probation**

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- 13.1 All employees who are new to WorkSafe Victoria, and who are appointed to permanent positions, or fixed term positions that will exist for more than six months, shall be placed on probation. The period of probation will be:
- (a) **Six months** for any position requiring authorisation as an Inspector or similar, where there is a requirement for an extensive training/induction period inherent in the appointment; and
  - (b) **Three months** for all other positions.
- 13.2 All letters of offer for permanent or fixed term positions for more than six months will clearly identify that the offer is subject to a probation period.
- 13.3 A person initially employed in WorkSafe Victoria on a fixed term basis who is subsequently employed in WorkSafe Victoria on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.

## **14 Performance and development**

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### **14.1 Performance management**

- (a) The performance management process drives high performance of WorkSafe employees by:
  - (i) aligning with WorkSafe Victoria's strategies, how work roles fit into the wider organisation;
  - (ii) setting expectations, providing clarity about what's expected of employees and their roles;

- (iii) driving development, shared responsibility for individual development; and
- (iv) reviewing performance and providing fair, reasonable, regular and constructive feedback to employees including outside formal reviews.

(b) The parties acknowledge that the performance management process:

- (i) is the management of performance and development through feedback and two-way communication;
- (ii) is informed by and supports the achievement of WorkSafe Victoria's annual business plans;
- (iii) is an ongoing process, not limited to the formal steps in the performance management cycle;
- (iv) provides relevant, realistic and measurable objectives; and
- (v) encourages employees and their managers to agree and implement a development plan that provides assistance to employees to learn new skills, to become better at what they do in their role or to develop competencies to support career progression.

**14.2** All employees engaged in the performance management process should receive a performance plan within one month of commencing with WorkSafe Victoria or moving to a new position.

### **14.3 Learning and development**

WorkSafe Victoria is committed to providing learning opportunities to assist employees to develop role competency; a meaningful and extended work life; and clear career goals as supported by the performance management process. This commitment is key to assisting WorkSafe Victoria achieve planned business objectives.

## **15 Supported wage system**

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15.1 WorkSafe Victoria is committed to assisting employees to work via the supported wage system.

15.2 The supported wage system is the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

## **16 Traineeships**

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Trainees and apprentices will, if and where appropriate, be engaged under the terms of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme.

## 17 Categories of employment & entitlements

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### 17.1 Categories of employment

An employee under this Agreement will be employed in one of the following categories:

- (i) permanent full time employee;
- (ii) permanent part time employee;
- (iii) fixed term employee (who shall also be either a full time employee or part time employee); or
- (iv) casual employee.

### 17.2 Full time employee

A full time employee is one who is engaged to work 76 hours in each two week cycle. This includes any full time employee on an approved purchased leave arrangement in accordance with clause 35, *Purchased leave scheme*.

### 17.3 Part time employee

- (a) A part time employee is one who:
  - (i) works less than 76 hours in each two week cycle;
  - (ii) has regular hours of work;
  - (iii) works a minimum of three consecutive hours on any day; and
  - (iv) is entitled to the same salaries and entitlements as a full time employee but on a pro rata basis according to the hours worked.
- (b) Part time employment may be worked only by agreement between the employee and WorkSafe Victoria, where that agreement includes a roster specifying:
  - (i) the days in each two week cycle 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 he or she works and;
  - (iv) an agreed process for the variation of hours of work.
- (c) A part time employee employed under the provisions of this clause must be paid for ordinary hours worked at the hourly rate of pay prescribed for the class of work performed.
- (d) A part time employee's days and hours of work may be changed subject to negotiation.

- (e) A part time employee who is directed to work outside his or her agreed regular hours shall have such hours treated as overtime.
- (f) Where there is mutual prior agreement between the employee and manager to change their hours of work, these will be treated as additional hours and will not be paid as overtime.
- (g) A part time employee up to and including Band 4 may enter into a flexible hours arrangement in accordance with subclause 20.3. This is provided that the maximum number of credit hours to be worked in any two week cycle shall be the pro rata of the maximum 20 hours for full time employees.

#### 17.4 Fixed term employees

- (a) A fixed term employee is a full time or part time employee who is engaged for an agreed period for the purpose of meeting special needs and completing special projects.
- (b) The period of a fixed term employee's engagement will be agreed prior to their commencement of the fixed term period, and will be for a period of more than four weeks and no longer than 24 months.
- (c) If a fixed term employee is employed for a continuous period exceeding 24 months, the employee will be offered permanent employment on the following terms:
  - (i) if the employee has performed work in more than one classification, the ongoing employment will be in the employee's substantive classification; and
  - (ii) if the employee is acting as a replacement employee for another employee who is on extended leave, the employee's ongoing substantive position will be that applying immediately before he or she commenced as a replacement employee-

unless the employee elects to notify WorkSafe Victoria in writing that they wish to enter into a new fixed term employment arrangement.

- (d) Clause 55, *Redeployment* and clause 66, *Termination of employment* do not apply to a fixed term employee.

#### 17.5 Casual employees

- (a) A casual employee shall be engaged and paid by the hour. A casual employee shall be engaged for a period not greater than four weeks for the purposes of meeting particular and short term needs of WorkSafe Victoria.
- (b) A casual employee will be paid the hourly rate prescribed for a full time employee, plus a 25% loading in lieu of public holidays not worked and other paid leave to compensate for the nature of casual work.
- (c) A casual employee who works in excess of 7.6 hours on any one day or in excess of 38 hours in a week, or on a public holiday, shall be paid for these excess hours at the applicable overtime rate prescribed in clause 23, *Overtime*.

- (d) On each occasion a casual employee is required to attend work, they shall be entitled to work a minimum of four consecutive hours, or to receive a minimum payment for four hours' work if WorkSafe Victoria is unable to provide the casual employee with work for four consecutive hours.
- (e) The use of casual labour will not be for the purpose of undermining the job security of full time 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. Therefore, 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 staffing levels.

## **17.6 Band 6 employees**

- (a) The parties recognise that during the life of this Agreement a number of Band 6 employees may move to a salary range that makes them eligible for an Executive Contract. This salary point is determined on an annual basis at the commencement of the financial year.
- (b) WorkSafe Victoria reserves the right to offer an Executive Contract to any individual employee whose salary as at 1 December in that year makes them eligible for an Executive Contract for the position held by the employee as at 1 December that year. This offer will be made on an annual basis between 1 and 31 December in the same year.
- (c) An individual employee has at their discretion one month from the date of the Executive Contract offer to accept the contract offer or the offer will lapse.
- (d) The terms of any individual's Executive Contract will prevail to the extent of any inconsistency with this Agreement, provided this does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this Agreement.

## **18 Classification**

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### **18.1 Classification framework**

- (a) Employees covered by this Agreement shall be classified in accordance with WorkSafe Victoria's classification framework which was implemented by WorkSafe Victoria on 1 January 2004.
- (b) Any employee who wishes to have their position re-evaluated within the Classification framework, shall have access to the procedures to do so as per the Reclassification process, and will be required to lodge an application in writing to their manager. The employee will be formally advised in writing of the outcome of their application within 60 days of lodging the application.
- (c) Applicants shall have the right to appeal by a "Hearings Officer" agreed by WorkSafe Victoria and the CPSU or FSU as appropriate.
- (d) Any Band 5 employee who is reclassified into a Band 6 position, but whose salary exceeds the salary of the Band 6 position classification, shall maintain

their existing salary arrangements.

## **19 WorkSafe Victoria/TAC collaboration**

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- 19.1 In recognition of the unique situation of WorkSafe Victoria employees working in positions within WorkSafe Victoria/TAC collaboration, WorkSafe Victoria will during the life of this agreement support the development of a required tailored and separate performance management process specifically for WorkSafe Victoria/TAC collaborations.
- 19.2 In undertaking the development of a tailored and separate performance management process, WorkSafe Victoria will consult with affected employees and their representatives on the proposed changes in accordance with clause 11, *Employee engagement and consultation*.
- 19.3 Should a tailored and separate performance management process be developed, it will be applied to the affected WorkSafe Victoria employees and clause 14, *Performance and development*, will cease to apply to those employees.
- 19.4 For the purpose of this sub-clause, "WorkSafe Victoria/TAC collaboration" refers to any of the joint work activities undertaken by WorkSafe Victoria in partnership with the TAC.

## **20 Hours of work**

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### **20.1 Preamble**

The intent of this clause is to provide mechanisms for managers and employees to responsibly balance flexibility, work demand and working hours.

### **20.2 Ordinary hours**

- (a) The standard ordinary hours of work for a full time employee shall be 76 hours over a two week cycle, with the ordinary daily hours being 7.6, exclusive of a minimum 30 minute lunch break.
- (b) The span of ordinary hours for all employees will be between 7am and 7pm, Monday to Friday.
- (c) An employee is entitled to a minimum 30 minute meal break at the completion of every five hours worked. An employee is entitled to a minimum break of 10 hours between shifts.
- (d) Subject to operational requirements and with local management approval, an employee may enter into flexible working hour arrangements.

### **20.3 Flex time**

- (a) Subject to operational requirements and with local management approval, full time and part time employees, up to and including Band 4, may enter into a flex time arrangement.

- (b) The span of ordinary hours for an employee on flexible hours is 7am to 7pm, Monday to Friday, with a lunch break of a minimum of 30 minutes and maximum of two hours.
- (c) The usual ordinary hours of work shall not exceed a nine and a half hour day.
- (d) The maximum number of flexible hours to be worked by a full time employee in any two week period will be 96 hours (ordinary 76 hours + 20 credit hours).
- (e) An employee on flexible hours will record all hours worked in each two week period and submit timesheets to his or her manager. An employee will be taken to have worked those hours upon the timesheet being duly signed by the local manager
- (f) An employee's accumulated credit hours may be carried forward up to a maximum of 20 credit hours. Provided that where an employee's credit hours reach 15, the manager may approach the employee and advise him or her that they are to schedule time off to reduce the credit hours balance. At this point, the manager and the employee may agree to an accumulated credit hours balance for a specific purpose, with an agreed date to reduce the balance.
- (g) Where an employee works in excess of 20 credit hours in two successive two week periods, the employee:
  - (i) may be taken off flexible hours and be given a fixed 76 ordinary hours per fortnight within the ordinary span of hours in subclause 20.2(b). All time in excess of the 76 which is then worked shall be approved by the manager (prior to being worked) and be paid as overtime or taken as time in lieu on the basis of hour for hour; and
  - (ii) the credit hours accrued before the reversion will be taken at an agreed time (or in agreed periods) to bring the credit balance back to nil. Only once the balance has been returned to nil, and any issues that were driving the need for excessive hours have been resolved, would an application by the employee to return to flexible working hours be considered.

## **21 Workload**

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- 21.1 WorkSafe Victoria recognises that while the allocation of work is based on commercial and operational needs, it should not be allocated in such a way that it routinely requires work to be undertaken involving the excessive working of overtime.
- 21.2 WorkSafe Victoria recognises that employee work, including the scheduling of and attendance at meetings and working arrangements that require employees to be away from home overnight, will be planned with consideration to both business needs and individual employee hours of work arrangements.
- 21.3 Where an employee or group of employees believe that there is an unreasonable allocation of work leading to employees being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by WorkSafe Victoria to address the employee's concerns.

## 22 Home based work

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- 22.1 Where it is determined by WorkSafe Victoria to be appropriate and where it can be demonstrated to be consistent with operational needs, home-based arrangements may be agreed between WorkSafe Victoria and an employee on a case by case basis.
- 22.2 Where an employee is to engage in home based work WorkSafe Victoria and the employee must ensure that a suitable working environment is available at the home and that the home based work arrangement is not a substitute for dependent care.

## 23 Overtime

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### 23.1 Requirement to work reasonable overtime

- (a) WorkSafe Victoria may require an employee to work reasonable overtime.
- (b) Subject to the provisions of clause 20, *Hours of work*, an employee will be paid overtime at the rate of time and a half for the first two hours in any week and at the rate of double time thereafter for all time worked by direction;
- (i) outside of the ordinary hours as provided in clause 20.2; and
- (ii) in excess of the 76 hours in any two week cycle.
- (c) Employees on flexible working hours are not entitled to overtime for hours worked inside the standard flexitime bandwidth unless the hours worked by direction exceeds nine and a half hours per day.

### 23.2 For employees who are directed to work:

- (a) **Public Holidays**
- (i) Monday to Friday, when the time worked does not exceed the ordinary daily hours, the rate will be time and a half of the ordinary rate additional to the ordinary time being paid for the Public Holiday;
- (ii) Monday to Friday, when the time worked is in excess of the ordinary daily hours, the rate will be double time and a half of the ordinary rate for the time worked in excess of the normal daily hours of duty;
- (iii) Saturday or Sunday, when no other day is proclaimed as a Public Holiday and is considered to be the holiday, at the rate of double time and a half of the ordinary rate.
- (b) The minimum payment at the overtime rates as listed in subclauses 23.1(b) and 23.2 (a) is three hours.
- (i) The basic hourly rate to be used for a full time position to calculate overtime is the employee's actual fortnightly gross salary divided by 76.
- (ii) Employees will be paid the amount due to them for overtime within the



next pay cycle. Provided that where the overtime is worked within one week of a pay date, payment of the overtime may not be paid until the following pay cycle.

- (iii) An employee in receipt of a salary up to a maximum of Band 4 who is directed to work overtime may elect to be paid overtime instead of flexitime under subclause 20.3.
- (iv) In special circumstances, to meet operational requirements, overtime may be paid to employees in receipt of a salary in Band 5, at the approval of the Divisional Director.
- (v) No overtime payments will be made to an employee at Band 6.
- (vi) At the consent of WorkSafe Victoria, an employee who is eligible for overtime payments may elect to take additional worked hours as time off in lieu. Such time off in lieu will be calculated on the basis of one hour's time off for each one hour or overtime worked.

### **23.3 Meal breaks**

- (a) Employees who are required to work overtime for two or more hours immediately following their normal working hours will be entitled to take a meal break of at least 30 minutes and will be paid a meal allowance in accordance with subclause 24.4.
- (b) If an employee works four hours of continuous overtime, they will be entitled to take a meal break and be paid a meal allowance for each subsequent four hours of overtime they work.
- (c) An employee who is required to:
  - (i) Return to work outside of their ordinary working hours; or
  - (ii) To work overtime on a Saturday, Sunday or public holiday will also be entitled to take a meal break and to be paid a meal allowance after four continuous hours worked, and for each subsequent four hours worked, the time of such meal break, subject to operational requirements, to take into account the employee's preferred meal break time.

### **23.4 Rest period**

- (a) An employee who has not had at least 10 consecutive hours off duty between completing overtime and their normal starting time will be released after the completion of that overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time during their rest period.
- (b) When an employee is working flexitime under the provisions of subclause 20.3, their ordinary starting time for the purposes of this clause will be determined by the established practice of the employee. If the employee does not have an established practice, the ordinary starting time will be deemed to be 9am.
- (c) An employee who does not have 10 consecutive hours break between

ordinary working days because they are instructed to continue working or to resume work early, will be paid at double time until they are released from duty for at least 10 consecutive hours. The employee will not lose pay for ordinary working time that falls during such absence.

### **23.5 Child care reimbursement for unscheduled overtime**

Where an employee is required by WorkSafe Victoria to work unscheduled overtime with less than 24 hours' notice beyond their usual ordinary hours of work, and as a consequence they incur additional childcare expenses, then the employee's reasonable childcare expenses will be reimbursed. Evidence of expenditure incurred by the employee must be provided to WorkSafe Victoria as soon as possible after the overtime is worked and the expense incurred in order to be reimbursed.

## **24 Allowances**

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### **24.1 First aid allowance**

- (a) An employee who is appointed by WorkSafe Victoria as a first aid attendant and who is the holder of current first aid qualifications from an accredited organisation (such as St John Ambulance or the Red Cross), will be paid a first aid allowance of 1.7% of the minimum salary of Band 2.
- (b) The first aid allowance will be paid to such first aid attendants on a fortnightly basis.

### **24.2 On call allowance**

- (a) An employee who is required to remain contactable and available to perform extra duties outside their ordinary hours of duty shall be paid an on call allowance. No payment of an on call allowance shall be made for any period in which the employee does not remain contactable or hold themselves at the required degree of readiness to perform extra duty.
- (b) Where an employee is in receipt of an on call allowance and is required to perform the duty, but is not required to be recalled to work (e.g. the matter can be resolved via telephone &/or modem connection to WorkSafe Victoria's systems), the employee shall be paid in accordance with the overtime provisions provided the time spent on such calls is in excess of one hour in aggregate over a seven day week.
- (c) Where an employee is in receipt of an on call allowance and is recalled to duty at the place of work, payment in accordance with the relevant overtime provisions shall be made for the time actually spent in rectifying the matter, inclusive of travel time.
- (d) An employee required to undertake on call duty shall be paid a daily rate: \$28.67 per weekday, and \$57.17 per Saturday, Sunday or Public Holiday.
- (e) An employee whose salary exceeds Band 4 is not eligible for payment of an on call allowance, unless prior approval has been granted by the Divisional Director.

### **24.3 Call out allowance**

- (a) Subject to subclause 24.3(c) an employee (including an employee based in a regional centre) who is not in receipt of an on call allowance, may be requested to attend an emergency response outside of normal business hours.
- (b) If the employee accepts the request to provide the emergency response, the employee shall receive a \$100 call out allowance per incident, in addition to any overtime payments.
- (c) An employee whose salary exceeds Band 4 is not eligible for payment of a call out allowance, unless approval has been granted by the Divisional Director.

### **24.4 Overtime meal allowance**

An employee who is required to work a period of overtime of not less than two hours, which immediately follows or immediately precedes a period of ordinary duty, and who is not provided with an adequate and suitable meal by WorkSafe Victoria, shall be paid a meal allowance of \$15.

### **24.5 Responsibility Allowance**

- (a) WorkSafe Victoria shall pay a responsibility allowance to an employee who is required to undertake the full range of responsibilities of a role that, according to WorkSafe Victoria's classification framework, is classified at a higher level than the employee's substantive role for a period exceeding 14 consecutive calendar days.
- (b) The responsibility allowance will be calculated as the difference between the employee's salary in his or her substantive position and the salary applying to the position in which the employee is acting.
- (c) Responsibility allowances should not normally exceed a continuous period of three months. Opportunities greater than three months should comply with the Recruitment and Selection policy and be made available as employee development.
- (d) In exceptional circumstances, where an employee has not undertaken higher duties for a period exceeding 14 consecutive calendar days, but can demonstrate a regular pattern to the work, management may recognise additional effort through local reward and recognition programs.

## **25 Reimbursement of expenses**

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### **25.1 General expenses**

WorkSafe Victoria will reimburse the employee their reasonable out of pocket expenses, where these are necessarily and actually incurred in the course of their authorised duties.

## **25.2 Relocation expenses**

- (a) Where an employee relocates their residence at the request of WorkSafe Victoria, WorkSafe Victoria shall meet reasonable relocation costs incurred in the removal of furniture and effects provided that:
  - (i) the employee obtains three written quotes prior to the expense being incurred,
  - (ii) the Divisional Director approve the expenditure; and
  - (iii) the employee provides WorkSafe Victoria with tax invoices in respect of the expenditure.
- (b) Relocation expenses are not payable in the event of an employee initiated transfer.

## **26 Facilities, equipment and accommodation**

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WorkSafe Victoria shall provide employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work, except as otherwise agreed between the parties.

## **27 Electronic communication devices**

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- 27.1 WorkSafe Victoria shall provide employees with various forms of computer equipment, email facilities and telephones (including mobile phones) where required to carry out WorkSafe Victoria business. It is recognised that available electronic communication devices provided by WorkSafe Victoria may continue to expand as technology develops to meet business requirements.
- 27.2 Some incidental personal use of this equipment is allowed where it is not detrimental to the employee's job responsibilities and is within reasonable usage limits.
- 27.3 Employees of WorkSafe Victoria are provided with access to WorkSafe Victoria's information technology and use is governed by WorkSafe Victoria's Information Technology Security Policy. This policy provides protection for both WorkSafe Victoria and the employee.

## **28 Private use of motor vehicles**

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- 28.1 Where a vehicle of WorkSafe Victoria (either red or blue plate) is not available for an employee to access, and where public transport or the use of a taxi is not feasible, then the manager may approve the use by an employee of their private vehicle, provided that the manager is satisfied that the vehicle is appropriate for the task and adequately insured.
- 28.2 Where in these circumstances, an employee is approved to use their own vehicle; they shall be reimbursed at the kilometre rate published from time to time by the

## 29 Uniform

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- 29.1 WorkSafe Victoria will supply employees with branded uniform items that meet business requirements to employees whose roles require contact with the public and other external stakeholders.
- (a) Permanent employees of WorkSafe Victoria whose roles are primarily client or external stakeholder facing, that is more than 65% of their working time, will be eligible for a uniform subsidy to enable a selection of items to the values as follows:
- (i) Initial issue - \$750
  - (ii) Year 1 - \$300
  - (iii) Year 2 - \$300
  - (iv) Year 3 - \$400
  - (v) Year 4 and continuing - repeat above annual cycle Year 1 to 3.
- (b) WorkSafe Victoria employees whose roles are not primarily client or external stakeholder facing but require regular annual contact of at least one day per month, will be eligible for a partial subsidy to provide for a selection of items to the values as follows:
- (i) Initial issue - \$500
  - (ii) Year 1 - \$150
  - (iii) Year 2 - \$150
  - (iv) Year 3 - \$200
  - (v) Year 4 and continuing - repeat above annual cycle Year 1 to 3
- (c) Any other arrangements to provide for employees not covered above but representing WorkSafe Victoria at special events, such as external functions, will be at the discretion of the Divisional Director. It is expected that limited selected items would be determined by the nature and duration of the event.
- 29.2 Employees not eligible under the provisions of subclause 29.1 may elect to purchase uniform items at their own expense.
- 29.3 The range of uniform items supplied shall be agreed in consultation with a cross-section of representative employees.
- 29.4 Uniform items are provided in addition to Personal Protective Equipment.

- 29.5 The cost of cleaning uniform items will be borne by the employee to whom the uniform items are provided.
- 29.6 Where an item of uniform is lost or damaged in the course of an employee's duties WorkSafe Victoria will pay for replacement or repairs for that item on provision of evidence of the loss or damage.
- 29.7 All uniform items must be returned to WorkSafe Victoria upon the termination of the employee's employment with WorkSafe Victoria.

## **30 Time off work**

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WorkSafe Victoria has the discretion to grant time off from work for employees in recognition of special circumstances, for example additional work effort and extended periods of time away from home.

## **31 Leave without pay**

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- 31.1 Subject to WorkSafe Victoria's business needs and the circumstances of each particular application, WorkSafe Victoria may grant an employee (other than a casual employee) leave without pay for a period of up to two years. Agreement for such leave shall not be unreasonably withheld.
- 31.2 Leave without pay will not break an employee's period of continuous service but will not count as service.

## **32 Public holidays**

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- 32.1 An employee of WorkSafe Victoria (other than a casual employee) shall be entitled to a day off without loss of pay on the following holidays as they occur:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day except where:

- (a) Christmas Day is a Saturday or a Sunday, they will be entitled to a holiday in lieu thereof shall be observed on 27 December or any other day as gazetted.
- (b) Boxing Day is a Saturday or a Sunday, they will be entitled to a holiday in lieu thereof shall be observed on 28 December or any other day as gazetted.
- (c) New Year's Day or Australia Day is a Saturday or a Sunday, they will be entitled to a holiday in lieu thereof shall be observed on the next Monday or any other day as gazetted.

32.2 Where in a particular locality an alternative public holiday is observed in place of Melbourne Cup Day, an employee based in that locality will be entitled to paid leave on that day and not on Melbourne Cup day.

32.3 Except as provided by this clause, where in Victoria public holidays are declared or gazetted on days to recognise occasions other than those set out in this clause, those days will constitute additional or substituted holidays for the purpose of this Agreement.

#### **32.4 Substitution of public holidays**

- (a) By agreement between WorkSafe Victoria and the majority of its employees or of its employees in a regional work unit, an alternative day may be taken as the public holiday in lieu of the prescribed days.
- (b) An agreement to substitute a public holiday will be recorded in writing and be made available to every affected employee.
- (c) Where any holiday or day substituted for it falls during a period of annual leave on a day of the week which is normally a working day for an employee, an extra day will be added to the annual leave of the employee concerned.

### **33 Annual leave**

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#### **33.1 Entitlement**

All employees, other than casuals, will be entitled to four weeks' paid annual leave for each year of service.

#### **33.2 Payment on taking leave**

- (a) Payment for annual leave will be at the rate of pay applicable to an employee at the time the employee takes leave.
- (b) Before going on annual leave, each employee will have the option to be paid the salary for such leave in advance, provided that this will not apply to periods of less than 10 working days or where less than four weeks notice is given. Payment of leave in advance will be in accordance with prevailing administration processes.

#### **33.3 Annual leave loading**

- (a) In addition to the amount of salary payable to an employee, employees at Band 5 and below will receive an annual leave loading of 17.5 % of 4 weeks' salary as per the schedule below.
- (b) Payment of annual leave loading will be made on the first pay day in December of each year. The entitlement for part-time employees and new employees will be calculated on a pro rata basis.
- (c) The maximum leave loading payable to employees in December 2009 will not exceed the leave loading payable to an employee on \$72 942 per annum. This amount is adjusted annually in line with the percentage increase of the

weekly total earnings figure for all male employees for the year to August in the year preceding the year in which the leave accrues, as published by the Australian Bureau of Statistics.

- (d) Should any employee eligible for annual leave loading, (as at the date of certification of this Agreement) have their position reclassified into Band 6 at any time in the future, their total remuneration package will be structured to include an equivalent annual leave loading entitlement. No new employees coming into Band 6 will be entitled to this arrangement.
- (e) Schedule of Annual Leave Loading payment calculations

<b>Year Leave Loading Paid to Employees (December)</b>	<b>Current Cap</b>	<b>New Cap</b>	<b>Maximum leave loading payable</b>
2004	\$58 557	N/A	\$788
2005	\$58 557	\$60 229	\$811
2006	\$60 229	\$64 000	\$862
2007	\$64 000	\$66 535	\$896
2008	\$66 535	\$70 246	\$946
2009	\$70 246	\$72 942	\$982
2010	\$72 942	TBD	TBD

### **33.4 Taking of non-accrued annual leave**

The taking of non-accrued annual leave within the first 12 months of an employee commencing employment will be at the discretion of WorkSafe Victoria, which discretion will be exercised reasonably such that the taking of non-accrued leave will not be unreasonably refused.

### **33.5 Illness during annual leave**

If an employee becomes sick or is injured whilst on annual leave and produces at the time satisfactory medical evidence or a statutory declaration which shows that they would have been unfit for normal duties during their absence on annual leave, WorkSafe Victoria will:

- (a) debit such period of sickness or injury against the employee's sick leave entitlement, subject to the employee having sufficient sick leave credit; and
- (b) grant the employee additional annual leave equivalent to the sick leave debit, to be taken at a time agreed between WorkSafe Victoria and the employee.



### **33.6 Proportionate leave on termination of employment**

An employee whose employment is terminated or who leaves the employment of WorkSafe Victoria will be entitled to pro rata annual leave calculated on the basis of the proportion of the year they have worked in their final year of service and will be paid the same proportion of the annual leave loading.

### **33.6 Recall from annual leave**

- (a) An employee shall not be recalled to duty from annual leave unless it is unavoidable.
- (b) Where an employee is recalled from annual leave, the employee shall be:
  - (i) reimbursed any costs incurred by the employee in returning to duty;
  - (ii) recredited the annual leave forgone; and
  - (iii) entitled to submit evidence of inconvenience in order to apply for additional compensation commensurate with any hardship caused. Such compensation shall be at WorkSafe Victoria's discretion.

## **34 Annual leave management**

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- 34.1 The parties agree that it is desirable and beneficial to both employees and WorkSafe Victoria that leave be taken annually. Accordingly, the parties and employees covered by this Agreement agree to co-operate to reduce excessive leave balances and to contain them within a maximum limit of 30 days of accrued leave.
- 34.2 For employees who have in excess of 30 days' annual leave accrued, arrangements must be made to reduce this excess balance by at least 10 working days' annual leave within a 12 month period and to ensure that their annual leave entitlement does not continue to exceed 30 days.
- 34.3 An employee who does not make arrangements to take accrued annual leave in excess of 30 days will be directed by their Manager to take annual leave, and will be given two weeks notice to do so.
- 34.4 With the agreement of their manager, an employee can accrue more than 30 days of annual leave if they have a specific and reasonable case for the accrual of such leave in writing. Agreement to the accrual of this leave shall be confirmed in writing by the manager to the employee.

## **35 Purchased leave scheme**

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- 35.1 The purchased leave scheme is intended to provide flexibility in employment for employees in the interest of accommodating work-life balance.
- 35.2 Notwithstanding any other provision within this Agreement, an employee may, with WorkSafe Victoria's agreement, work between 51 weeks and 44 weeks per year by

proportionately reducing their pay by between one to eight weeks, but averaging the payment of salary over 52 weeks.

35.3 Where the manager and employee agree to a reduction in the number of working weeks under clause 35.2:

(a) The employee will receive a salary equal to the period worked (i.e. between 44 - 51 weeks) which will be spread over a 52 week period

(b) The employee will receive additional leave as follows:

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

35.4 Employees who have been approved under the purchased leave scheme will receive the purchased leave on an annual basis but their carer's leave, sick leave and long service leave accrual will remain unchanged.

35.5 Employees who have been approved under the purchased leave scheme must take all purchased leave and annual leave within the 12 month period of the commencement of the purchased leave scheme.

35.6 Where approved, the purchased leave scheme is only available for periods of 12 months. New applications may be made annually. Applications must be submitted at least four weeks prior to the expiration of the existing purchased leave scheme.

35.7 An application by an employee for purchased leave will be considered in light of business needs and operational requirements.

## **36 Sick leave**

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36.1 Sick leave means absence from work due to personal illness or injury.

36.2 A full time employee, other than a casual employee, is entitled to 15 days (114 hours) paid sick leave for each year of service, with the entitlement being cumulative. Leave is credited on the anniversary of commencement with WorkSafe Victoria.

36.3 For sick leave which exceeds three consecutive days, an employee must produce a

medical certificate. However, WorkSafe Victoria may request, at the discretion of management, a sick leave certificate for periods less than three days where circumstances deem it to be fair and reasonable. If an employee takes more than five single days of sick leave without a certificate in any year, they will be asked to supply a medical certificate for any further absences on account of illness or injury in that year.

- 36.4 An employee who has exhausted all sick leave credits has the option of utilising other accrued leave credits or being granted sick leave without pay. Dependent on the illness suffered by the employee, they may be entitled to exceptional sick leave.

## **37 Exceptional sick leave**

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- 37.1 In the event of a serious or terminal illness of an employee, which results in the employee being absent from work for an extended period of time (usually three consecutive months or more), WorkSafe Victoria will have the discretion to grant paid exceptional sick leave to the employee.
- 37.2 This additional leave may only be accessed if all of the employee's current and accrued leave has been exhausted. The quantum of leave granted will be at the discretion of the Chief Executive of WorkSafe Victoria, who will not withhold approval unreasonably. Such discretion will only be exercised where the employee provides evidence of having no relevant entitlement to payment for their absence from any insurance or superannuation fund.
- 37.3 Notwithstanding the operation of subclause 37.2, WorkSafe Victoria has the discretion to grant additional paid leave to an employee who on medical referral has commenced an alcohol or drug rehabilitation program. In such circumstances, and at the discretion of WorkSafe Victoria, this additional leave may be granted without accessing accrued sick leave entitlements.

## **38 Carer's leave**

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- 38.1 A full time employee (other than a casual employee) with responsibilities for a person of the employee's immediate family or household who needs their care and support, is entitled to 38 hours per annum of paid carer's leave to provide care and support for such persons when they are ill or when there is a family emergency.
- 38.2 An employee will also be entitled to use carer's leave to provide ongoing care and attention to another person who is wholly or substantially dependent on him or her, provided that the care and attention is not wholly or substantially on a commercial basis.
- 38.3 When taking carer's leave, the employee must if required by WorkSafe Victoria, establish by production of satisfactory supporting evidence, the illness of the person concerned or emergency situation and that such illness or emergency required care by the employee.
- 38.4 An emergency does not include routine school holiday care or scheduled days of school closure during terms.

- 38.5 When an employee has used their current year's entitlement of 38 hours carer's leave, they may elect to use up to 38 hours of their accumulated sick leave as paid carer's leave.
- 38.6 When an employee has used their current year's entitlement of 38 hours carer's leave, and 38 hours of their accumulated sick leave as paid carer's leave, they may elect to use up to two days unpaid carer's leave on each occasion.
- 38.7 A casual employee may access up to two days of unpaid carer's leave on each occasion.

## **39 Compassionate leave**

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- 39.1 An employee, other than a casual employee, is entitled to up to 22.8 hours of paid leave because of the serious illness of a member of the employee's immediate family or household or on each occasion a person of the employee's immediate family or household dies.
- 39.2 At the discretion of WorkSafe Victoria, requests by an employee for paid leave under clause 39.1 (or unpaid leave in the case of a request by a casual employee under clause 39.6) may also be granted where the child, parent, grandparent, grandchild or sibling of the employee's current spouse, de facto spouse or same sex partner dies or suffers a serious illness.
- 39.3 An employee is entitled to use up to 22.8 hours accumulated sick leave as paid compassionate leave because of the serious illness of an immediate family member or on each occasion a member of the employee's immediate family or household dies and the employee has already used their entitlement under subclause 39.1.
- 39.4 WorkSafe Victoria may grant additional compassionate leave (either paid or unpaid) should the employee have used the current years leave and has no accumulated sick leave available.
- 39.5 WorkSafe Victoria may require absences on compassionate leave to be supported by satisfactory supporting evidence and, where required, proof of death must be provided to the satisfaction of WorkSafe Victoria.
- 39.6 A casual employee may access up to two days of unpaid compassionate leave on each occasion.

## **40 Community leave**

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- 40.1 WorkSafe Victoria understands that it has employees who may occasionally require leave under the following circumstances:

(a) **Cultural and ceremonial leave**

Attendance, during work hours, by an employee of Aboriginal or Torres Strait Islander descent at Aboriginal community meetings or attendance at Annual General Meetings of Aboriginal community organisations at which the

election of office bearers will occur.

Employees who demonstrate other significant religious or cultural ties who request leave to attend or adhere to applicable religious or cultural festivals or activities.

(b) **Community service leave**

Employees who are volunteer part time members of the Australian Defence Force, are members of a voluntary emergency relief organisation or who are elected to a Municipal council.

(c) **Participation in sporting events**

Employees who are participants, either as a competitor or an official, in any non-professional state, national or international sporting event.

40.2 WorkSafe Victoria will consider all applications for leave under this clause and such applications for leave will not be unreasonably refused.

40.3 Where paid leave is not granted, an employee may access their entitlement to annual leave or unpaid leave. Employees up to and including Band 4 may use their entitlement to flex leave.

40.4 In emergency situations only, employees who are volunteer part time members of the Australian Defence Force or members of a voluntary emergency relief organisation will be released from normal duty without loss of pay. Requests for paid leave from employees who are engaged in compulsory training to maintain operational status will not be unreasonably withheld.

## **41 Blood donor leave**

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Subject to management approval, which shall not be unreasonably withheld, an employee may be permitted to donate blood during working hours provided that the time taken suits the business and does not impede operational efficiency.

## **42 Jury service leave**

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42.1 An employee who is required to attend court for jury service will be given leave for the purpose of carrying out that duty.

42.2 During a period of jury service an employee is entitled to receive his or her usual salary less payments made to the employee for jury service.

42.3 The employee is obliged to declare to WorkSafe Victoria all amounts of remuneration and allowances they received for jury service.

42.4 WorkSafe Victoria may pay the employee his or her usual salary during a period of jury service and later deduct from future salary or other payments owing, amounts equal to the remuneration received for jury service but excluding any allowances received for jury service.

## **43 Australian Defence Reserve leave**

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- 43.1 WorkSafe Victoria may grant leave for Australian Defence Reserve service for a maximum period of two years. Leave may be granted, where agreed, for a longer period.
- 43.2 An employee required to complete Australian Defence Reserve service will consult with WorkSafe Victoria regarding the proposed timing of the service and will give WorkSafe Victoria as much notice as is possible of the time when the service will take place.
- 43.3 Where the base salary, excluding allowances received by the employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the employee's usual salary, WorkSafe Victoria will, unless exceptional circumstances arise, pay to the employee make-up pay for the period of Defence Reserve service.

## 44 Military or Defence Reserve sick leave

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- 44.1 Where WorkSafe Victoria is satisfied that the illness or injury of an employee is directly attributable to or is aggravated by active service in the Australian Military Services or Defence Reserve, the employee may, apart from any sick leave accrual they may have under clause 36, *Sick leave*, be granted Military or Defence Reserve sick leave on full pay for up to 114 hours during each calendar year of service.
- 44.2 Military or Defence Reserve sick leave will be accumulative, to a maximum of 760 hours.
- 44.3 For the purposes of this clause, **active service** means actual posting to a war zone or peacekeeping mission.

## 45 Study leave

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- 45.1 Where WorkSafe Victoria approves an employee undertaking study which WorkSafe Victoria determines to be relevant to its business needs, an employee may be granted up to five hours of paid leave per week, to enable travel to and attendance of lectures, tutorials and practicals. The long term career development of an employee shall be considered in the determination of an employee's application.
- 45.2 An employee who is eligible for study leave may be granted up to five days per annum of pre-examination and examination leave on the basis of one day per subject studied per semester.
- 45.3 WorkSafe Victoria may revoke any study leave due to unsatisfactory progress in the study or unsatisfactory work performance.

## 46 Block release study leave

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- 46.1 Where an employee is undertaking an approved course by distance education, and therefore does not require up to five hours per week of study leave to attend lectures, tutorials and practicals, they shall be entitled to 114 hours per semester for paid block release attendance at the approved courses. However, if during the semester, an employee is absent from work to attend lectures, tutorials and practicals, the absence will be deducted from the 114 hours. Such paid absences shall not exceed five hours per week as outlined in clause 45, *Study leave*.
- 46.2 The taking of block release time is subject to the agreement of the employee's manager, to ensure operational needs can be met, but approval should not be withheld unreasonably.
- 46.3 Any further time in excess of the 114 hours per semester to attend block release programs will require employees to access the additional time through flexitime, annual leave or leave without pay. Such arrangements should be in place prior to the semester commencing.

## 47 Union training leave

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- 47.1 Employees, other than casuals, who apply to attend accredited trade union training courses organised or approved by the CPSU or FSU will be granted paid leave provided that satisfactory arrangements can be made to maintain the efficiency of their section during the period of their absence.
- 47.2 Courses for which leave is granted will be courses conducted, or endorsed, by an accredited training provider.
- 47.3 Employees may be nominated by the CPSU or FSU to attend courses, subject to the following requirements:
- (a) WorkSafe Victoria receive at least one month's notice from the CPSU or FSU setting out the times, dates, content and venue of the course;
  - (b) a brochure outlining the course in question will be sufficient to advise WorkSafe Victoria of the content of the course;
  - (c) the employee will be paid at their current rate of pay whilst on trade union training leave;
  - (d) the maximum number of consecutive paid leave days available to a single employee will be five unless otherwise agreed between WorkSafe Victoria and the CPSU or FSU; and
  - (e) the maximum number of employees in WorkSafe Victoria attending any one course will not exceed 30% of the workforce from any individual section or department.

## 48 Prenatal leave

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- 48.1 In this clause:

**"Prenatal leave"** means leave for the purpose of allowing an employee to attend routine medical appointments associated with her pregnancy.

**"Partner's prenatal leave"** means leave for the purpose of allowing an employee to support the employee's spouse or partner in attending routine medical appointments associated with her pregnancy.

- 48.2 The amount of leave under this clause in respect of each pregnancy shall be:

- (a) 35 hours in the case of pre-natal leave; or
- (b) 7.6 hours in the case of spouse or partner's pre-natal leave

- 48.3 An employee may take leave under this clause for such hours as are required and need not take an entire day. An employee's work unit should be sufficiently flexible to allow an employee the ability to leave work and return on the same day.

- 48.4 All leave taken under this clause must be supported by a medical certificate to prove



that a pre-natal medical appointment was attended on the date of the absence.

## **49 Parental leave**

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### **49.1 Basic entitlement**

- (a) After 12 months of continuous service, parents are entitled to a combined total of 52 weeks of parental leave on a shared basis in relation to the birth or adoption of their child. For pregnant employees, maternity leave may be taken, and for employees with pregnant partners, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time in a single unbroken period, except that both parents may simultaneously take:
  - (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child; or
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) An employee has the right to request simultaneous parental leave of up to eight weeks.
- (d) The provision of parental leave is similarly available to employees in same sex partner relationships.

### **49.2 Maternity Leave**

- (a) An employee, who produces a medical certificate stating she is pregnant and specifying the expected date of the birth, is entitled to be granted up to 52 weeks of maternity leave. The first 14 weeks will be available as paid leave for full time and part time employees with a minimum of 12 months' continuous service. The employee may elect to take the 14 weeks of paid leave on half pay for a period of 28 weeks. Any additional leave, up to 52 weeks, will be unpaid.
- (b) An employee has the right to request an extension of the period of unpaid parental leave for a further 12 months.
- (c) An employee is required, where possible, to give a minimum of 10 weeks' notice of her intention to take maternity leave, the period of leave sought and the estimated date of return from leave.
- (d) When the employee gives notice of her intention to take maternity leave, she must also provide a certificate from a registered medical practitioner stating that she is pregnant and her expected date of confinement.
- (e) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the expected date.
- (f) An employee who produces the documentation required but who does not satisfy the 12 month qualifying service requirement, will be entitled to unpaid

maternity leave for a period of up to 52 weeks.

- (g) Unless otherwise agreed between WorkSafe Victoria and the employee, the employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (h) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, WorkSafe Victoria may require the employee to provide a medical certificate stating that she is fit to undertake her normal duties.

### **49.3 Special maternity leave**

- (a) Where the pregnancy of an employee (not then on maternity leave) terminates after 20 weeks (other than by the birth of a living child) then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an employee (not then on maternity leave) suffers illness related to her pregnancy, she may take any paid personal sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- (d) The aggregate of paid sick leave, special maternity leave and maternity leave may not exceed 52 weeks. However, the employee can request additional unpaid parental leave under clause 49.2(b).

### **49.4 Paternity leave**

- (a) An employee who, provides to WorkSafe Victoria at least 10 weeks prior to each proposed period of paternity leave:
  - (i) a certificate from a registered medical practitioner which names their spouse, confirms the pregnancy and gives the expected date of confinement, or the date on which the birth took place;
  - (ii) written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and
  - (iii) a statutory declaration stating the employee will take that period of paternity leave to become the primary carer of a child;

will be entitled to one week of paternity leave on full pay. This may be extended at management discretion to accommodate multiple birth pregnancies.

- (b) An employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child or other compelling circumstances.

- (c) Paternity leave may be commenced one week prior to the expected date of birth and no later than six weeks after the birth.

#### **49.5 Adoption leave**

- (a) An employee who is to be the primary carer of an adopted child is entitled to six weeks' adoption leave on full pay at the time of the placement of the child and such additional unpaid adoption leave to bring them within a total period of up to 52 weeks in respect of each adoption.
- (b) An employee, who is to be the secondary carer of an adopted child, is entitled to one week of adoption leave which must be taken within five weeks of the placement of the child and may be taken concurrently with adoption leave taken by the employee's spouse.
- (c) The employee will notify WorkSafe Victoria at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. By agreement, an employee may commence adoption leave prior to providing WorkSafe Victoria such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (d) Before commencing adoption leave, an employee taking adoption leave will provide WorkSafe Victoria with a statutory declaration stating that they are seeking adoption leave to become the primary or secondary care giver of the child including whether their spouse is in paid employment and if so any particulars of any period of adoption leave sought by the employee's spouse.
- (e) WorkSafe Victoria may require an employee to provide confirmation from the appropriate government authority of the placement of the child.
- (f) Where the placement of a child for adoption with an employee does not proceed or continue, the adoption leave will cease, and the employee will notify WorkSafe Victoria immediately and return to work on the next business day unless otherwise agreed.

#### **49.6 Variation of period of parental leave**

Unless agreed otherwise between WorkSafe Victoria and employee, an employee may apply to WorkSafe Victoria to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

#### **49.7 Parental leave and other leave entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

#### **49.8 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 her present work the employee will, if WorkSafe

Victoria deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- (b) If the transfer to a safe job is not practicable, the employee may elect, or WorkSafe Victoria may require the employee, to commence paid leave.

#### **49.9 Returning to work after a period of maternity leave**

- (a) An employee will notify WorkSafe Victoria of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will have the right to request part time work following parental leave.
- (c) WorkSafe Victoria must inform employees taking parental leave of any significant changes occurring at the workplace during the employee's absence that may affect their employment upon return from leave.
- (d) 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 subclause 49.8, the employee will be entitled to return to the position they held immediately before such transfer.
- (e) Where such position no longer exists but there are other positions available which the employee is qualified for and the duties of which she is capable of performing, she will be entitled to a position of at least the same classification and salary level and as nearly comparable as practicable in status to that of her former position.
- (f) If the employee wishes to be considered for temporary or part time employment as an alternative to her former position, the employee must notify her manager at least eight weeks prior to her return from maternity leave to enable due consideration of her request.

#### **49.10 Replacement employees**

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee taking maternity leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the employment rights of the employee who is being replaced.

### **50 Permanent care leave**

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If an employee, other than a casual employee, is granted custody of a child under the age of five years under the *Children, Youth and Families Act 2005* (Vic) by the Children's Court or by the Family Court and the employee is the primary caregiver for the child, the employee is entitled to five days of paid leave at the time of the Children's Court or Family Court decision.

## 51 Long service leave

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- 51.1 An employee who has been continuously employed by WorkSafe Victoria for 10 years will be entitled, subject to the provisions of this clause, to 13 weeks' long service leave with pay, and to a further period of 1.3 working weeks for each additional year of service.
- 51.2 An employee may access his or her entitlement in subclause 51.1, on a pro-rata basis, after an initial seven years of continuous service.
- 51.3 In circumstances where an employee and their manager have agreed a long service leave plan (for example, to support phased retirement or due to caring responsibilities), the employee may be granted individual days of long service leave on full pay. This will be approved as part of an agreed leave plan as outlined in clause 54, Retirement and succession planning.
- 51.4 Where an employee is entitled to paid long service leave, WorkSafe Victoria may, at the request of the employee, allow the employee to take the whole or any part of the long service leave at half pay.
- 51.5 An employee is required to give four weeks' notice of his or her intention to take long service leave. With the exception of long service leave taken pursuant to subclause 51.3 the minimum period of long service leave that can be granted is two weeks on full pay or four weeks on half pay.
- 51.6 A public holiday that occurs during a period of long service leave will not be regarded as part of such leave.
- 51.7 WorkSafe Victoria will have discretion as to the time an employee takes long service leave, to ensure that WorkSafe Victoria's operations are not unduly disrupted.
- 51.8 Where the service of an employee with four but less than seven years of continuous service is terminated on account of retirement, ill health, retrenchment or death, WorkSafe Victoria will, notwithstanding the provisions of this clause, pay to the employee or the legal representative of a deceased employee a sum representing pay for service equal to 1/40 of the period of service.
- 51.9 Where the employment of an employee with seven or more years of continuous service is terminated on account of resignation, retirement, ill health, retrenchment or death, WorkSafe Victoria will, notwithstanding the provisions of this clause, pay to the employee or the legal representative a sum representing pay for outstanding accrued long service leave.
- 51.10 In determining the calculation of long service leave, continuous service is defined as the period of the employee's continuous service with WorkSafe Victoria, together with any Recognised Prior Service.
- 51.11 Absence from duty on approved paid long service leave will be included in the calculation of length of service. Unauthorised absences of the employee shall not count for purposes of continuous service under this clause.

- 51.12 Where no reciprocal arrangement as referred to in the definition of Recognised Prior Service is in place, and the other entity refuses to participate in establishing one, the period of service will not be recognised for the purposes of taking long service leave and being paid long service leave on termination.
- 51.13 Recognised Prior Service for the purposes of calculation of long service leave as in subclause 51.12 will not include periods of service where an employee:
- (a) was dismissed by WorkSafe Victoria;
  - (b) was absent from any employment for a continuous period of five years or more otherwise than on special leave, or on such other leave as WorkSafe Victoria may determine, or by reason of retirement on account of ill health.
- 51.14 Long service leave will be paid fortnightly except that, at the request of the employee, the amount due may be paid in a lump sum at the commencement of the leave.
- 51.15 If an employee has been granted sick leave during a period of long service leave and the long service leave has not been extended accordingly, WorkSafe Victoria will grant the employee additional long service leave equivalent to the sick leave debit, to be taken at a mutually convenient time. Normal sick leave certification requirements will apply.

## **52 Accident compensation**

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- 52.1 For the purpose of this clause the following definitions will apply:
- (a) "The Act" means either the *Workers Compensation Act 1958* (Vic) or the *Accident Compensation Act 1985* (Vic) as applicable and as varied from time to time.
  - (b) "Compensation" means the receipt of a weekly payment by an employee for incapacity for work in accordance with the Act.
  - (c) "Incapacity" means an incapacity for work resulting from or materially contributed to by an injury which entitles the worker to compensation within the meaning of the Act.
  - (d) "Injury" has the same meaning and application under the Act and no injury will result in the application of this clause unless an entitlement to compensation for that injury exists under the Act.
  - (e) "Accident Pay" means a weekly payment of an amount representing the difference between the total amount of compensation received by an employee and their ordinary rate of pay.
  - (f) "Pay" will mean the normal rate of pay the employee would have received had they not been injured, but does not include overtime payments.
  - (g) "Payment for part of a week" means that where an employee is receiving accident pay and such pay is payable for incapacity for part of a week, the amount will bear the same ratio to accident pay for the full week that normal working time during such part bears to the employee's full normal working

week.

## **52.2 Eligibility for payment**

- (a) In order to qualify under subclause 52.3 for the payment of accident pay an employee will, if required, provide evidence to WorkSafe Victoria of the continuing payment of compensation.
- (b) WorkSafe Victoria has the right to recover any accident pay the employee receives should there be no liability to pay compensation in accordance with the Act.
- (c) An employee, on engagement, shall be required to declare all workers' compensation/accident compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared, WorkSafe Victoria may require the employee to forfeit any entitlement to accident pay under this clause.

## **52.3 Maximum period of payment**

The maximum period or aggregate of periods of accident pay to be made to an employee by WorkSafe Victoria will be a total of 52 weeks for any one injury as defined in subclause 52.1.

## **52.4 Termination**

WorkSafe Victoria will not, without reasonable cause, terminate the employment of an employee who is in receipt of weekly payments paid under the Act. Notwithstanding any other provision in this Agreement, WorkSafe Victoria will not, without reasonable cause, terminate the employment of an employee who is in receipt of accident pay.

## **52.5 Absences on other paid leave**

An employee will not be entitled to payment of accident pay for any period of paid leave.

## **52.6 Notice of injury**

As soon as practicable after an employee sustains an injury for which they claim to be entitled to receive accident pay, they will give WorkSafe Victoria written notice of the injury.

## **52.7 Medical examination**

In order to receive entitlement to accident pay an employee will conform to the requirements of the Act as to medical examinations.

## **52.8 Death of employee**

The right to be paid accident pay will terminate on the death of any employee entitled thereto.

## **53 Cost of employment related legal proceedings**

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- 53.1 If an employee is required to attend a court or tribunal on matters which directly arise from the performance of an employee's duties, WorkSafe Victoria must meet the employee's reasonable legal costs relating to appearance at or representation before a court or tribunal.
- 53.2 Where legal proceedings are initiated against an employee as a direct consequence of the employee performing his or her duties, WorkSafe Victoria will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.
- 53.3 Where, as a direct consequence of the employee performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, WorkSafe Victoria will not unreasonably withhold agreement to meet the employee's reasonable legal costs in obtaining the order or other remedy.
- 53.4 An application to meet the employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

## **54 Retirement and succession planning**

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- 54.1 An employee may elect to provide six to 24 months' notice of their intention to retire. The purpose of this election is to allow an employee and WorkSafe Victoria an opportunity to discuss current and future employment options. These options may include confirming retirement plans, continuing work, more flexible work arrangements, succession planning and pre-retirement planning. WorkSafe Victoria will provide a timely and transparent decision on all requested employment options.
- 54.2 An employee electing to provide notice of their intention to retire may, with the approval of their manager, enter into a phased retirement plan which may include a leave plan. In support of such leave plans, employees, in accordance with clause 51.3, may access individual days of any accrued long service leave.
- 54.3 The early notification of retirement as per subclause 54.1 may enable the provision of retirement planning and financial counselling support. This early support will be granted at WorkSafe Victoria's discretion and will not be unreasonably withheld.
- 54.4 WorkSafe Victoria recognises that employee retirement has the potential for the organisation to lose valued skills, knowledge and experience. While retirement planning will assist in managing potential losses, WorkSafe Victoria recognises the benefits of maintaining a professional working relationship. This includes directly appointed post retirement re-employment.
- 54.5 WorkSafe Victoria retains the discretion to offer re-employment, including fixed term employment, to retired employees on approval from the WorkSafe Victoria Executive Director Human Resources, as per clause 17.4, *Fixed term employment*.

## **55 Redeployment**

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- 55.1 Where a decision is made by WorkSafe Victoria which will result in the change to the way work is carried out or work is no longer being performed, and as a result, an employee's position becomes excess to requirements, consultation with the employee will occur to endeavour to redeploy the employee to another position if a suitable vacancy exists.
- 55.2 In the filling of all vacant and new positions, WorkSafe Victoria will give priority to suitably qualified employees whose positions have been made redundant.
- 55.3 If the employee is unsuccessful in being redeployed or appointed to a suitable position, they will be eligible for a retrenchment service payment in accordance with the Victorian Government policy for the calculation of this payment.
- 55.4 "Suitable position" means a job that is classified at the same generic level of the employee's substantive position, and where the employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training. However, an employee may request to be considered for a position at a lesser salary.
- 55.5 Any employee who has agreed to be appointed to a position with a lesser salary will be provided with salary maintenance for up to six months following their appointment.
- 55.6 This clause does not apply to:
- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
  - (b) probationary employees;
  - (c) trainees;
  - (d) fixed term employees engaged for a specific period of time or for specified tasks; and
  - (e) casual employees.

## **56 Salaries**

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- 56.1 The annual salaries of Band 1 to Band 6 employees will be increased during the life of this Agreement as follows:
- (a) From 1 December 2005:
    - (i) for all employees a 3% increase on the rates they were paid immediately prior to the certification of this Agreement;
    - (ii) all employees up to and including Band 5 will receive an additional 1.5% salary increase effective 1 December 2005, to compensate for the cessation of the "Learning" and "Advanced" classification points in the previous Agreement;
  - (b) 4% payable from 1 December 2006;

- (c) 4% payable from 1 December 2007;
- (d) 4% from 23 January 2009, payable on the approval of the variation and extension of this Agreement;
- (e) 4% payable from 1 December 2009;
- (f) 3.5% payable from 1 December 2010; and
- (g) 3.5% payable from 1 December 2011

56.2 The annual salary for each Band commencing from 1 December 2005 to 30 November 2008 shall be as follows:

Band	Pay Point	Salary at 1/12/05	Salary at 1/12/06	Salary at 1/12/07
Band 1	1	34,861	36,255	37,705
	2	36,951	38,429	39,966
	3	39,169	40,736	42,365
Band 2	1	42,783	44,494	46,274
	2	45,351	47,165	49,052
	3	48,071	49,994	51,994
Band 3	1	52,292	54,384	56,559
	2	55,430	57,647	59,953
	3	58,755	61,105	63,549
Band 4	1	63,381	65,916	68,553
	2	67,184	69,871	72,666
	3	71,216	74,065	77,028
Band 5	1	77,640	80,746	83,976
	2	82,300	85,592	89,016
	3	87,237	90,726	94,355
Band 6		A salary in the range of 90,910 (99,092 inc 9% super) to 106,972 (116,600 inc 9% super) shall be paid at the discretion of the Authority	A salary in the range of 94,546 (103,055 inc 9% super) to 111,251 (121,264 inc 9% super) shall be paid at the discretion of the Authority	A salary in the range of 98,328 (107,178 inc 9% super) to 115,701 (126,114 inc 9% super) shall be paid at the discretion of the Authority

56.3 The annual salary for each Band commencing from 23 January 2009 to 30 June 2012 shall be as follows:

Band	Pay Point	Salary at 23/01/09	Salary at 1/12/09	Salary at 1/12/10	Salary at 1/12/11
Band 1	1	39,213	40,782	42,209	43,686
	2	41,565	43,228	44,741	46,307
	3	44,060	45,822	47,426	49,086
Band 2	4	48,125	50,050	51,802	53,615
	5	51,014	53,055	54,912	56,834
	6	54,074	56,237	58,205	60,242
Band 3	7	58,821	61,174	63,315	65,531
	8	62,351	64,845	67,115	69,464
	9	66,091	68,735	71,141	73,631
Band 4	10	71,295	74,147	76,742	79,428
	11	75,573	78,596	81,347	84,194
	12	80,109	83,313	86,229	89,247
Band 5	13	87,335	90,828	94,007	97,297
	14	92,577	96,280	99,650	103,138
	15	98,129	102,054	105,626	109,323
Band 6		A salary in the range of 102,261 (111,465 inc 9% super) to 120,329 (131,159 inc 9% super) shall be paid at the discretion of WorkSafe Victoria	A salary in the range of 106,351 (115,924 inc 9% super) to 125,142 (136,405 inc 9% super) shall be paid at the discretion of WorkSafe Victoria	A salary in the range of 110,073 (119,981 inc 9% super) to 129,522 (141,179 inc 9% super) shall be paid at the discretion of WorkSafe Victoria	A salary in the range of 113,926 (124,180 inc 9% super) to 134,055 (146,120 inc 9% super) shall be paid at the discretion of WorkSafe Victoria

56.4 The salary increases in this clause are not intended to be absorbed into an employee's salary if such is higher than the salary applicable to the relevant classification in this Agreement.

## 57 Payment of salaries

- 57.1 Salaries, allowances and overtime payments due to an employee will be paid fortnightly by electronic direct credit to a bank account, credit union or building society account nominated by the employee. Employees are able to obtain an electronic record of the details of each pay via the Aurion ESS system.
- 57.2 By agreement with WorkSafe Victoria, an employee may authorise deductions from their salary to be paid by WorkSafe Victoria to employee nominated health insurance organisations and superannuation funds provided that such payment can be made by an electronic funds transfer between WorkSafe Victoria and the recipient organisation.
- 57.3 In the event of an overpayment of salary, if an agreement cannot be reached on a repayment arrangement, WorkSafe Victoria may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994* (Vic).
- 57.4 Where a normal pay-day falls on a public holiday the direct credit to the employee's nominated account must be made no later than the last working day prior to the public holiday.
- 57.5 An employee who is on long term leave from WorkSafe Victoria and who has no

online access to their payslips will be provided with a paper copy at their request.

## **58 Salary sacrifice**

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- 58.1 Salary sacrifice is an arrangement by which an employee agrees to forego part of their future salary or wages in return for their employer providing benefits of a similar value.
- 58.2 Under this agreement an employee has the opportunity to exercise greater flexibility with their salary with the use of salary sacrifice.
- 58.3 On entering into the arrangement the employee must abide by WorkSafe Victoria's policies and procedures and any Federal law and rulings and determinations by the Australian Taxation Office that apply to salary sacrifice arrangements.
- 58.4 An employee who wishes to enter into a salary sacrifice arrangement should seek independent financial advice before making a decision.
- 58.5 The employee will have the option to salary sacrifice for the following benefits:

(a) **Superannuation**

An employee can enter into an arrangement to salary sacrifice superannuation. Superannuation contributions must be made to a complying superannuation fund in accordance with Federal law.

(b) **Novated Lease**

- (i) An employee who wishes to enter into a novated lease for a vehicle under the provisions of this clause may do so only through the Administrator appointed by WorkSafe Victoria.
- (ii) Any issue relating to a novated lease will be a matter between the employee and the Administrator. On entering into a novated lease arrangement the employee will have to abide by the rules as defined by the Administrator.
- (iii) Employee will be responsible for all costs associated with the novated lease including FBT and running costs of the vehicle (i.e. registration, maintenance, insurance, fuel and parking).

(c) **Provision of certain work-related items (Section 58X of the *Fringe Benefits Tax Assessment Act 1986*)**

Certain further items can be offered under salary sacrifice arrangement. These benefits apply to a permanent employee once the employee has been confirmed in that appointment.

These benefits are:

- (i) a mobile phone or a car phone (primarily for use in the employee's employment);
- (ii) an item of computer software for use in the employee's

employment;

- (iii) an electronic diary or similar item, including a personal digital assistant (PDA);

- 58.6 All costs associated with the salary packaging, including statutory costs are to be met from the salary of the participating employee.
- 58.7 If, as a result of changes to Federal law and rulings and determinations by the Australian Taxation Office, greater flexibility in salary sacrifice becomes available, the parties agree to consider extending these salary sacrifice arrangements.
- 58.8 Any additional costs affecting salary sacrifice arrangements resulting from any changes to Federal law or rulings and determinations by the Australian Taxation Office are to be met by the employee.

## **59 Deferred salary scheme**

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- 59.1 With the written agreement of WorkSafe Victoria, an employee may elect to receive over a four year period 80% of the salary they would otherwise have received in accordance with this Agreement.
- 59.2 On completion of the fourth year, the employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.
- 59.3 Where an employee completes four years of service under this scheme and takes the 12 months' leave in the fifth year, the period of 12 months' leave shall count as service for all purposes.
- 59.4 An employee may withdraw from this scheme prior to completing the four year period by the giving of no less than four weeks of written notice. The employee in these circumstances will receive a lump sum payment of salary foregone to that time.

## **60 Strategy 2012 bonus payment**

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- 60.1 All permanent employees covered by the Agreement on 30 June 2012 have potential to receive a one off 1.5% lump sum bonus based on their individual base salary as at 30 June 2012. The bonus is only payable on the achievement of all of the following five Strategy 2012 targets by the end of 2011/2012 financial year:
- (a) 8.3 claims per 1,000 workers
  - (b) 30% improvement in Return to Work
  - (c) Client satisfaction up to 90%
  - (d) Actuarial release \$1.7B
  - (e) Premium 'break even' rate 1.2%

- 60.2 On confirmation of the achievement of the five Strategy 2012 targets at the end of the 2011/2012 financial year, WorkSafe will pay the one off 1.5% lump sum bonus to coincide with the appropriate 2012 Corporate Bonus arrangements at the time.

## **61 Superannuation**

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### **61.1 Funds**

- (a) All employees of WorkSafe Victoria are required to elect one of the following superannuation options on commencement of employment:
- VicSuper fund or its successor;
  - FinSuper fund or its successor; or
  - an alternative superannuation fund of their choice.
- (b) In the absence of electing a superannuation option, WorkSafe Victoria will default an employee's superannuation to the VicSuper fund or its successor.
- (c) An employee who is a member of the Emergency Services and State Super fund or the Health Superannuation Scheme may continue their membership.

### **61.2 Contributions**

- (a) For employees who are members of VicSuper or who have nominated a superannuation fund of their choice, the employer contributions will be as prescribed by Federal Superannuation Guarantee Legislation regardless of the employee's age.
- (b) Employee contributions are optional and can be either a percentage of contributions or a nominated amount.
- (c) For employees who are members of the Emergency Services and State Super fund, employer and employee contributions will be in accordance with the rules of the fund and may be varied in accordance with State Superannuation Fund legislation.
- (d) For employees who are members of a Health Superannuation Scheme, the employer and employee contributions will be in accordance with the rules of the Scheme.

### **61.3 Changing superannuation funds**

- (a) All employees shall have the option of changing superannuation funds.
- (b) The option of changing superannuation funds to an alternative fund which complies with the requirements of the *Superannuation Industry (Supervision) Act 1993* (Cth) shall be offered once per year with the changes taking effect on 1 July each year.
- (c) To assist in ensuring that an employee does not change funds without proper financial advice, an employee is encouraged by WorkSafe Victoria, to seek financial advice from a licensed financial planner, comparing both the employee's existing fund and the proposed fund.

## **62 Trade union delegates**

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- 62.1 WorkSafe Victoria and the Unions agree that one or more employees employed within a section or workplace may be appointed as a union workplace representative.
- 62.2 WorkSafe Victoria will recognise that the person is accredited by a union on receiving written notice from the Branch Secretary of the relevant union that an employee is an accredited delegate of the union and an appointed union workplace representative.
- 62.3 Provided that the union workplace representative does not unreasonably hinder or obstruct any employee in the performance of his or her work, WorkSafe Victoria will allow him or her reasonable paid time during working hours to:
- (a) discuss with union members matters concerning the work they perform;
  - (b) discuss with an accredited officer of the union matters discussed with members;
  - (c) receive instructions from the union about the performance of union duties; and
  - (d) discuss with WorkSafe Victoria's representatives matters raised by members concerning their employment.

## **63 Protection and facilities for authorised union representatives**

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- 63.1 An employee shall not be disadvantaged in his or her employment by reason of his or her membership of either of the unions or by reason of their status as a union workplace representative.
- 63.2 WorkSafe Victoria will allow an employee and the Unions reasonable access to notice boards and use of WorkSafe Victoria's electronic communication systems for work-related matters, provided that such use is not in breach of any policy of WorkSafe Victoria, including its policies and Code of Conduct in relation to discrimination, harassment, bullying and email and internet use, and that such use is reasonable.
- 63.3 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between employees and the Unions, provided such communication is not offensive or improper.
- 63.4 CPSU and FSU Honorary Office Holders who are nominated by the Branch Secretary of the relevant Union are each entitled to a half day per month to attend authorised meetings relevant to their office and roles. Time release will include reasonable time to travel to the meetings.

## **64 Union right of entry**

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Duly Accredited Representatives of the Unions may, for the purpose of ensuring the

observance of this Agreement, at any time during working hours, enter premises where employees are employed by WorkSafe Victoria to:

- (a) inspect or view any time sheets, pay sheets or other documents, work, material, machinery or appliance on the premises that relate to a suspected breach of this Agreement; and
- (b) interview on the premises, an employee who is a member, or is eligible to be a member, of the relevant union;

provided that the Duly Accredited Representative gives prior notice to WorkSafe Victoria and does not unreasonably hinder or obstruct any person in the performance of work.

## 65 Discipline

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65.1 Subject to applicable Victorian or Federal law, any disciplinary action will be consistent with this clause. WorkSafe Victoria is not obliged to comply with this clause in respect of:

- (a) casual employees; and
- (b) employees who are subject to a probationary period of employment.

65.2 For matters involving misconduct or serious misconduct, disciplinary action will be consistent with the principles of natural justice and procedural fairness. WorkSafe Victoria will invoke disciplinary action in accordance with the process outlined below.

65.3 Depending on the severity of the alleged misconduct, WorkSafe Victoria reserves its rights to commence disciplinary action at any stage of the following process:

- (a) **Stage 1** is counselling of an employee, where the employee is advised of the inappropriate behaviour, the standard required of the employee, and is given an opportunity to respond to this advice. Once the employee has had an opportunity to respond to the issues raised in the counselling session, they will be given a period within which to improve. The employee will also be advised of any consequences of not meeting standards.
- (b) **Stage 2** will occur if the employee's inappropriate behaviour continues or where the employee does not demonstrate sufficient improvement in the identified areas. At this stage, the employee will meet with their manager and their manager will give them a formal written warning which indicates clearly to the employee:
  - (i) what is expected of them,
  - (ii) where and how they are not meeting these expectations of them; and
  - (iii) the consequence of failure to improve.

At this stage of the process, the employee can request that a support person of their choice attend the meeting with them. The written warning will be placed on the employee's personnel file.



- (c) **Stage 3** is the final written warning. At a meeting with the employee, the employee will be informed in writing that if there is a repetition or continuation of the inappropriate behaviour, the employee may be dismissed. The final written warning will be placed on the employee's personnel file.
- (d) **Stage 4** is the possible termination of employment for misconduct or serious misconduct, and will occur if there is a repetition or continuation of the inappropriate behaviour following the issue of a final written warning or in the event that an employee engages in serious misconduct. Prior to terminating employment, WorkSafe Victoria will consider any mitigating circumstances put forward by the employee. In the event that an employee's employment is terminated, the payments set out in clause 66 , *Termination of employment*, will not apply.

## 66 Termination of employment

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### 66.1 Notice of termination by WorkSafe Victoria

- (a) In order to terminate the employment of an employee WorkSafe Victoria will give to the employee, unless otherwise mutually agreed in writing between WorkSafe Victoria and the employee, the following notice:

Employee's period of continuous service	Period of notice
Up to 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
5 years or more	4 weeks

- (b) In addition to the notice in subclause 66.1(a), employees who are in receipt of a salary above the minimum salary of Band 4 will be entitled to an additional period of notice. Where such an employee has less than five years of service, they will be entitled to an additional period of two weeks' notice. Employees with five or more years' service will be entitled to an additional four weeks' notice.
- (c) In addition to the notice in subclauses 66.1(a) and 66.1(b), employees over 45 years of age at the time of the giving of the notice with not less than two years of continuous service, will receive a further week's notice.
- (d) Payment in lieu of the notice prescribed in subclauses 66.1(a), 66.1(b) and 66.1(c) must be made if the appropriate notice is not given. Provided that employment may be terminated by the giving of part of the period of notice specified and the payment of the balance of the notice period in lieu thereof.
- (e) In calculating any payment in lieu of notice, the ordinary time rate of pay an employee would have received for the period of notice had the employee's employment not been terminated will be used.
- (f) WorkSafe Victoria does not have to give notice of termination if dismissing an employee for conduct that justifies summary dismissal or if terminating the service of a casual employee or an employee engaged for a specific time or specific task(s).

## 66.2 Termination during probationary period

During an employee's probationary period of employment, WorkSafe Victoria may terminate the employee's employment by giving two weeks' notice or payment in lieu of notice.

## 66.3 Notice of termination by employee

- (a) An employee will give WorkSafe Victoria two weeks' notice of leaving its employ unless otherwise mutually agreed in writing between WorkSafe Victoria and the employee. Provided that, employees in receipt of a salary above the minimum salary of Band 4 are required to give four weeks' notice.
- (b) If an employee fails to give the required period of notice to WorkSafe Victoria, WorkSafe Victoria has the right to withhold money due to the employee up to an amount equal to the ordinary pay for the period of shortfall.

## 66.4 Time off during notice period

- (a) An employee who has been given notice of termination will be allowed reasonable time off work on ordinary pay to seek other employment.
- (b) The time will be allowed at a time convenient to the employee after consultation with WorkSafe Victoria.

## 67 Dispute resolution procedure

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67.1 When a dispute arises between the parties about matters contained in this Agreement, the following steps must be followed by the parties.

(a) **Step 1: Initial Notification**

When a party becomes aware of a matter in dispute (the referring party), that matter must be raised with the other party or parties to this Agreement (the responding party/ies) and the parties must seek to resolve the matter in dispute by discussion and, if necessary, by agreement.

(b) **Step 2: Written Notification**

If the matter in dispute is not resolved within seven days of it being raised, the referring party must notify the responding party in writing of the details of the matter in dispute.

(c) **Step 3: Written Response**

Within seven days of receiving written details of the matter in dispute, the responding party must provide a written response to those details to the referring party. Both parties may at this or any stage, hold further discussions in an attempt to resolve the matter in dispute.

(d) **Step 4: Referral to the Commission**

If the matter or dispute remains unresolved for a further seven days following the completion of Step 4, a party to this Agreement may ask the Commission to conciliate or, where necessary, arbitrate in accordance with the WR Act.

Before taking any matter to the Commission the other party/parties must be

advised.

67.2 Without prejudice to any party, the status quo will remain while the matters in dispute are being dealt with in accordance with this clause.

## **68 Access to Award & Certified Agreement**

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A copy of all documents relating to employee terms and conditions of employment, including the Award and Certified Agreement, must be readily available and accessible to all employees.

## **69 Variation to the Agreement**

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The parties agree to review clause 20.2 (b) regarding the span of ordinary hours by 31 December 2009 with a view to identifying opportunities to extend ordinary hours that meet both business and employee needs. Any agreed extension of ordinary hours will be negotiated and implemented during the life of the Agreement as a variation to the Agreement.

## **70 No extra claims**

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The parties to this Agreement agree that there will be no extra claims during the life of this Agreement and any increase to the minimum wages under the provisions of the WR Act or any successor legislation will be absorbed.

### **SIGNATURES:**

**Geraldine Coy, Executive Director Human Resources, Victorian WorkCover Authority**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Karen Batt, Branch Secretary, CPSU SPSF Group Victorian Branch**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Leon Carter, National Secretary, Finance Sector Union Australia**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_