Victorian Public Service Enterprise Agreement 2024

High level summary of key proposed changes to your terms and conditions of employment

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# Introduction

The Victorian Government and the Community Public Service Union (CPSU) have reached agreement on the terms for a proposed *Victorian Public Service Enterprise Agreement 2024* (the Agreement). The Agreement, if it is approved by employees and then the Fair Work Commission (FWC), will replace your existing terms and conditions of employment, detailed in the *Victorian Public Service Enterprise Agreement 2020* (current agreement).

This document highlights, at a high level, some of the key substantive changes which are proposed to your existing terms and conditions of employment. This document is not intended to detail all changes made in the proposed Agreement – for the full list of changes please see the detailed explanatory material distributed to all employees.

All employees are encouraged to familiarise themselves with the proposed Agreement and more detailed explanatory materials distributed to ensure they fully understand the proposed changes to your terms and conditions.

## Key substantive changes to your terms and conditions of employment

### Operation and duration

The proposed Agreement has a nominal expiry date of 9 April 2028. The salary and allowance increases will take effect from 1 May 2024 and be made as soon as reasonably practicable after the Agreement commences operation after being approved by the FWC.

### Salary and Allowance Increases

The proposed Agreement provides four annual wage increases of 3 per cent effective from 1 May of each year. Monetary based allowances will be increased by the same amount and at the same time.

### Once off lump sum payment

### Employees (including Regular Casual Employees but excluding other Casual Employees) will be entitled to receive a once off lump sum payment of $5,600. Pro rata arrangements apply to employees on unpaid leave or who have casual / part time employment status. To be eligible for the once off lump sum payment, the employee must be employed by the employer on 28 June 2024.

### Additional once off lump sum payment for shift workers

An employee (including regular Casual employee but excluding other Casual Employees) who is employed as a Shift Worker will be entitled to receive an additional once off lump sum of $1,000. Pro rata arrangements apply to employees on unpaid leave or who have casual / part time employment status. To be eligible for the once off lump sum payment, the employee must be employed by the employer on 1 October 2024.

### Gender Equality

The following gender equality initiatives have been agreed:

***Superannuation contributions with respect to a period of Primary Caregiver Parental Leave***

The period for which superannuation contributions are required to be made by the employer on behalf of an employee during a period of primary caregiver parental leave will be extended to a maximum of 104 weeks from the commencement of primary caregiver parental leave (inclusive of other accrued leave or periods of work where leave is taken flexibly).

***Supporting Shift Workers during primary caregiver or additional secondary caregiver parental leave***

To support an employee who is a Shift Worker during a period of paid Primary Caregiver Parental Leave or Additional Paid Secondary Caregiver Parental Leave, the parties have agreed that shift workers will be paid an allowance equal to any additional shift allowances to which the employee would have been entitled had they not been on paid primary caregiver leave or Additional Paid Secondary Caregiver Parental Leave.

***Reproductive Health and Wellbeing Leave***

A new leave entitlement will be created to support employees who are unable to work because they are suffering named reproductive health and wellbeing conditions, including endometriosis, polycystic ovary syndrome, menopause or menstruation. Employees with the stated conditions can access up to five days paid leave (pro-rata for part-time employees) per annum (non-cumulative) where their balance of accrued personal/carer’s leave has reduced to fifteen days or fewer.

***Removal of the qualifying period for paid parental leave***

The existing 3-month continuous service qualifying period before an employee became eligible for paid parental leave will be removed.

### Flexible Work

### To help embed flexible ways of work in the Victorian Public Service, the Victorian Public Service Commission (VPSC) has issued a Flexible Work Policy. The Flexible Work Policy, while not forming part of the Agreement, reflects a genuine commitment to support both individual flexibility and business performance needs, while recognising that not all forms of flexibility will be suitable for all roles at any time. If during the life of the Agreement, the Flexible Work Policy is proposed to be amended, the CPSU will be consulted prior to amendments being implemented.

Where an employee requests a change to their usual working arrangements in accordance with the Flexible Work Policy, the employer must give the request genuine consideration and provide a response within a reasonable timeframe. Where the request cannot be accommodated the employer should provide reasons and explore whether alternative forms of flexibility may be able to be accommodated.

### Secure employment

***Use of fixed term employment***

### To accommodate recent amendments to the *Fair Work Act 2009 (Cth)* (FW Act), the existing restrictions on when fixed term employment can be used will be deleted and replaced with relevant exemptions from the FW Act. Employers who engage fixed term employees consistent with these exemptions will be able to employ an individual on a fixed term contract for a maximum of three years duration (subject to limited exceptions).

### Fixed term engagements in the same or substantially similar position which exceed three years will trigger new conversion rights to ongoing forms of employment under the enterprise agreement (subject to limited exemptions).

***Use of casual employment***

Casual conversion rights which are consistent with recent amendments to the FW Act, will be included in the Agreement. A casual conversion right (unless there are reasonable business grounds not to do so) may be enlivened where a casual employee has:

* + been employed continuously for 12 months,
	+ the last six months of which has been on a regular and systematic basis, and
	+ the employee could continue to work as a full or part time employee (as the case may be) without significant adjustment.

### Performance Development and Progression

### The existing performance development and progression arrangements are maintained save for the fact the top of grade or value range payment paid to those employees who are assessed as having met their progression criteria and who are already at the top of their grade or value range will be increased from 1 per cent to 1.5 per cent.

### Right to disconnect

### The proposed Agreement will recognise an employee’s right to disengage from work and refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of the employee’s working hours or during periods of leave or rostered days off.

### Employee’s may continue to be contacted outside of their working hours where it is reasonable to do so, for example, in an emergency situation or genuine welfare matters.

### Union encouragement

The Agreement continues to enshrine the right of an employee to join a union and establishes arrangements for employees to be made aware of these rights on commencement of employment and through induction processes.

### Management of misconduct

### A limited expansion to the right to access dispute resolution during a misconduct process has been inserted to allow access to dispute resolution where an allegation of misconduct has not been put to the employee, within eight weeks of the employee having been formally advised the that the employer is taking steps to run a misconduct investigation involving the employee. Otherwise, the existing arrangements have been maintained.

### Other agreed changes

Other agreed changes include:

* the creation of a stand-alone clause for managing an employer’s genuine concerns about an employee’s capacity to undertake their duties,
* employees can elect to cash out annual leave more than once during the life of the Agreement,
* the review of emergency management provisions from the current agreement will be continued, with a view to finishing the review within 12 months of the commencement of the Agreement,
* casual entitlements to overtime and shift penalties have been clarified to ensure consistent application,
* the limitation that gender affirmation leave be used within 52 weeks has been removed,
* the arrangements for the reimbursement of reasonable relocation expenses when an employee is required to permanently change their usual place or places of work to a different work area has been clarified,
* clarifying the requirements an employer must follow in order to seek to recover an overpayment to ensure compliance with the *Financial Management Act 1994* (Vic),
* allowing for the employer to consider short breaks in service as part of continuous service for the purpose of transferring accrued leave and other entitlements between VPS employers,
* amending evidence requirements for personal leave to mirror the reasonable person test from the FW Act, and allow for more flexible evidence requirements for employees with chronic illnesses, and
* amending the classification structure to include set pay-points for VPS 5 to 7 classified employees based on the current progression amounts (as adjusted for agreed wage increases).

For more information on these and all the other changes to the Agreement please see the full text of the proposed agreement and the detailed explanatory material distributed to all employees.

### Agency Specific Arrangements

A range of changes to terms applying to specific workforce cohorts in agency specific appendices have been made. If an appendix applies to you, you can find further information in the more detailed explanatory materials distributed to you.

### Best Practice Employment Commitment

In addition to the changes to your terms and conditions of employment as outlined in the proposed Agreement, the Victorian Government and CPSU have agreed a Best Practice Employment Commitment (BPEC), which while not forming part of the Agreement, outlines a number of important measures with regard to the operationalisation of the Agreement, including:

* A commitment to undertake a feasibility study to jointly explore whether new or alternate ways of working or arranging ordinary working hours could be implemented for some or all of the workforces covered by the Agreement,
* Guidelines in respect to reasonable additional hours and the circumstances when an employer should grant time in lieu to employees classified as VPS grades 5 or above, and
* An agreed process for resolving issues of compliance with the common policies which underpin the operation of the key provisions of the agreement.

If the Agreement is approved by employees, the BPEC will also commence operation.