

Victorian Public Service Enterprise Agreement 2024

Best Practice Employment Commitment

Introduction

The Victorian Government's Wages Policy and the Enterprise Bargaining Framework provides that all public sector agencies may make a Best Practice Employment Commitment (BPEC), which outlines the measures the parties will take during the life of the Agreement to operationalise the Government's Public Sector Priorities. These measures must reflect good practice and be implemented operationally without significant cost. This document outlines those commitments that has been agreed during the bargaining process.

Duration and Operation

This BPEC commences operation upon the commencement of the Victorian Public Service Enterprise Agreement 2024 and operates for the duration of that agreement.

Best Practice Employment Commitments

The following commitments outline the operational practice improvements which have been agreed between the parties in reaching full and final settlement of a new enterprise agreement to cover Victorian Public Service (VPS) employees.

Exploring Alternative Ways of Working in the VPS

The State of Victoria recognises the role flexible, hybrid and alternative ways of working may contribute positive organisational and individual outcomes including improved employee wellbeing and work/life balance without sacrificing quality or organisational productivity.

During the life of this enterprise agreement, the parties agree 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.

This commitment will be enacted as outlined in **Attachment A**.

Compensation for additional hours worked – VPS 5 to 7

In order to support VPS 5 to 7 classified employees to manage working hours, the parties have agreed to guidelines in respect to reasonable additional hours and the circumstances when an employer should grant time in lieu to employees classified as VPS 5 or above.



These arrangements are set out **Attachment B**.

Resolving Common Policy Compliance Issues

The Parties acknowledge that implementing guidance on the interpretation and application of the key provisions of the VPS Agreement 2024 will help to ensure a consistent application of the VPS Agreement 2024 across the VPS and minimise dispute.

Where the Parties identify issues of non-compliance with the guidance provided in a common policy the Parties will follow the process set out in **Attachment C**.

Agreement Monitoring Committee – Specified Tasks

The parties have agreed the following matters will be implemented by the Agreement Monitoring Committee (AMC) over the life of the Agreement.

- **Introduction and use of new technologies:** The VPS AMC will monitor the introduction and use of new technologies in the VPS. The VPS AMC will consider whether the existing consultation requirements are adequate to address the adoption of new technology and associated changes to existing business practice or VPS positions. The VPS AMC will also monitor the implications of new technology on privacy and employee data.
- **Monitoring operational payroll and implementation issues:** The VPS AMC will establish a community of practice comprising representatives of the payroll functions to discuss and resolve common implementation issues.

These specific tasks are in addition to the ordinary role of the AMC as detailed in **clause 4.4** of the Agreement.

Exploring alternative ways of working in the VPS

Government priority: A professional and responsive public sector

Introduction

1. Victorian Public Service (VPS) employers are committed to flexible and hybrid ways of working that allow for the arrangement of hours in ways which support productivity, service delivery and the work-life balance and mental and physical wellbeing of Employees. VPS employers and their employees understand that exploring new and modern ways of working can be beneficial to employees and employers alike, without sacrificing quality and productivity.
2. During the life of the Victorian Public Service Enterprise Agreement 2024 (VPS Agreement), the parties agree 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 VPS Agreement.
3. The joint intent of this commitment is for the parties to work together to identify alternative ways of working which:
 - 3.1. enhance employee health and wellbeing (emotional, mental, and physical),
 - 3.2. support the rights for employees to disconnect from work,
 - 3.3. improve work life balance,
 - 3.4. reduce sickness absence, stress and burnout,
 - 3.5. improve job satisfaction, attraction and retention of staff,
 - 3.6. address gender equality concerns, support working parents and those with caring responsibilities,
 - 3.7. work towards a more sustainable work environment, and
 - 3.8. have a positive impact on culture and employee engagement.

Purpose


4. The parties agree to establish an Alternative Ways of Working Committee (Committee) to undertake a joint feasibility study to explore alternative ways of working across the VPS. The Committee will be established within three months of the commencement of the VPS Agreement. The Committee may appoint an independent chair either on an ongoing basis or on an ad hoc basis as required.
5. The Committee will not be determinative decision-making body but will be responsible for undertaking a feasibility study and providing a report to both the Government and the Community

and Public Sector Union (CPSU) on the merits of alternative ways of working and how they might be trialled in a VPS context.

6. It is the view of both parties that the work of the Committee be undertaken in an open and collaborative way, with a view to building mutual trust and understanding. The Committee will seek advice from experts or others with particular understanding and knowledge of alternative models for arranging, compressing or reducing ordinary working hours, including internal VPS gender and disability experts, where the parties agree it would be useful for advancing their work.
7. The purpose of the Committee is to undertake a feasibility study to develop recommendations for Government consideration that:
 - 7.1. identify new ways of working or alternate models of arranging, compressing, or reducing ordinary working hours that could be trialled in the VPS,
 - 7.2. outline trial parameters that might be used to trial alternate ways of working or arrangement of hours in the VPS, including the timing, scope of eligible participants and the duration and evaluation of any Trial. In designing the recommended Trial parameters, the Committee will have regard to the fundamental principles outlined in clause 12 below,
 - 7.3. identify appropriate or potential workforces and worksites where a Trial may be implemented,
 - 7.4. identify what if any impacts a Trial would have on the entitlements of participating employees, including considering inclusivity and equality considerations, and
 - 7.5. identify objective criteria to be used for the measurement of success.
8. The parties will jointly develop terms of reference to support and guide the work of the Committee.
9. The Committee must deliver its feasibility study (including recommendations) to Government within 24 months of the Committee being established.

Membership of Alternative Ways of Working Committee

10. The Alternative Ways of Working Committee will include representatives from:
 - 10.1. Industrial Relations Victoria (IRV), who unless otherwise agreed, will also provide Secretariat support,
 - 10.2. Department of Treasury and Finance (DTF),
 - 10.3. Victorian Public Sector Commission (VPSC), and
 - 10.4. the CPSU.
11. The Committee may establish sub-committee(s) to oversee the implementation of any approved trials. Any sub-committees established to oversee the implementation of approved trials will include representation from participating employers and relevant CPSU delegates. The




Committee and any sub-committees will have an equal number of employer and union representatives.

Scope

12. In designing Trial parameters for Government consideration, the Committee will have regard to the following matters so that the recommended Trial parameters:
 - 12.1. are designed in a manner so that they do not result in any additional costs for Government or require any additional resources,
 - 12.2. identify any potential benefits,
 - 12.3. include full-time and part-time, and cover a range of role types, and
 - 12.4. allow for eligible employees from areas participating in a trial to have meaningful control over their participation in the trial, including the ability to opt out in the event of unintended negative consequences,
13. Trial parameters recommended by the Committee may include any other matters as agreed by the Committee.
14. The alternate ways of working or arranging ordinary working hours models which might be trialled and trial parameters to be submitted for Government consideration must be agreed by the Committee. In the event the Committee cannot agree on the models and/or trial parameters to be recommended to Government for consideration, the Committee may agree to seek the assistance of a mutually agreed facilitator to assist in furthering the discussions.
15. VPS employers (or a relevant division or business unit within a VPS employer) who wishes to participate in a trial to be recommended by the Committee must opt-in in order to participate in any trial and must:
 - 15.1. have relevant Agency Head approval prior to indicating to the Committee their interest in participating in the trial, and
 - 15.2. give consideration to how the alternative working week arrangements can be appropriately operationalised in its workplace and specific operating environment, while continuing to meet operational requirements and not lead to reduced service delivery to the Victorian community before agreeing to participate in Trial (including identifying cohorts suitable to participate in the trial), and
 - 15.3. meet any administrative costs associated with participation in the Trial.

Alternative ways of work trial(s)

16. Where following the delivery of the feasibility study, the Government opts to implement a Trial, the Trial will commence within 3 months of the Trial being authorised.

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17. In the event Government approves the commencement of a Trial of alternate ways of working or arrangement of hours, the Alternative Ways of Working Committee will also be responsible for:
 - 17.1. ongoing consultation regarding any issues that arise during the Trial period,
 - 17.2. ongoing monitoring and assessment of any Trials, including periodic reporting and assessment to ensure the Trial supports both employers and participating employees, and
 - 17.3. participating in an assessment of the outcome of any Trial to determine whether the alternate working arrangements trialled may be recommended as suitable for broader or long-term implementation in the VPS.
 18. Any Trial approved by Government to commence during the life of the VPS Agreement will run for a duration agreed by the Committee (which can be for no less than 12 months unless otherwise agreed).
 19. Evaluation of any approved trial must consider both robust qualitative and quantitative analysis of productivity, wellbeing, costs, absenteeism, recruitment to hard to fill roles or locations and gender and disability impacts of the alternate working week arrangements trialled as compared to existing working arrangements.
 20. Employees and employers not in scope of any approved Trial (or who opt out of the Trial either before or after its commencement) will continue to work in accordance with existing work arrangements.
 21. The Government must retain the right at the conclusion of any Trial (and following review and evaluation) to determine next steps, which may include:
 - 21.1. extending the trial, or
 - 21.2. implementing alternate work arrangements on a permanent basis to some or all of its workforces, or
 - 21.3. deciding against a broader roll out of any or all of the trialled alternate work arrangements and return to existing working arrangements.
 22. Where a Trial of alternate working week models is implemented during the life of the VPS Agreement, the Government retains the option to cancel any alternative work week trial at any time if unintended consequences arise. The Government will not seek to end any approved Trial early, without first consulting the Committee and providing the rationale and basis of why the trial is proposed to be concluded prior to the scheduled end date.

Compensation for additional hours worked – VPS 5 to 7

Government priority: Government as a fair and best practice employer

Clause 46 of the Agreement provides a regime for the compensation for employees covered by the Agreement when they are required to work additional hours beyond their ordinary hours of work at the direction of the employer (or in the circumstances described in **clause 46.1** of the VPS Agreement). Although **clause 46** provides that overtime does not apply to employees classified at Grade 5 or higher, the parties acknowledge there is some ambiguity in **Clause 46** and that there are circumstances where it is appropriate that compensation for additional hours worked is provided to employees classified at Grade 5 or higher. This guidance material gives effect to the parties shared commitment to ensuring employees classified at Grade 5 or higher are appropriately compensated and have the requisite protections against being required to work unreasonable overtime.

Clause 46 (overtime) recognises the seniority of employees at Grade 5 or higher and the level of seniority and responsibility that accompanies employees classified and working at those levels. Employees at senior grades and value ranges (VPS 5 and above) may be required to work some additional hours on an ad hoc basis in order to support service delivery. Employees at senior grades and value ranges (VPS5 and above) are expected to work autonomously and flexibly and are not generally closely monitored in respect to how they organise their working times.

In order to support VPS 5 to 7 classified employees to manage working hours, the parties have agreed to guidelines in respect to reasonable additional hours and the circumstances when an employer should grant time in lieu to employees classified as VPS 5 or above. These arrangements are set out below. Before an employee seeks to make a claim for compensation under these guidelines, they should first discuss with their immediate manager their concerns with regarding to their ability to complete allocated task(s) within their ordinary hours of work.

Guidelines for employers – Additional Hours worked by VPS 5 and above classified employees

Commensurate with the remuneration of classifications for VPS 5 and above, as well as the level of responsibility expected of senior positions classified at these grades and value ranges, employees classified at VPS 5 and above may be expected to undertake reasonable additional hours to support service delivery. Where, at the direction of the employer, an employee classified as VPS5 or above performs additional hours outside of the ordinary hours of work, the employer will have regard to **clause 46.4** (reasonable hours of work) and **clause 14** (workload), noting that those provisions of the Agreement apply to all employees covered by the Agreement.

Clause 46.5(a), requirement to pay overtime at the appropriate overtime rate, does not apply to an employee classified as VPS5 or above except where they are subject to different Agency specific overtime conditions see **clause 46.13**. However, there are circumstances in which **Clause 46.8** and **46.9** time in lieu should be applied. The application of **clause 46.8** and **46.9** to compensating VPS 5 and above classified employees for overtime worked will be consistent with these guidelines and the

Employer will consider, consistent with the below, whether or not time in lieu is appropriate in all the circumstances.

1. Application

- 1.1.** This guidance material does not apply where a more beneficial arrangement exists in Agency Specific Appendix or Memorandum of Understanding (MOU).
- 1.2. Clause 46** is intended to operate in conjunction with these guidelines as follows:
 - 1.2.1.** Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are either recalled to duty or on stand alone overtime. This provision applies instead of **clause 46.10** of the Agreement.
 - 1.2.2.** Consistent with **clause 46.11** of the Agreement, in the case of part-time employees, this guidance will only apply where additional hours performed exceed 38 hours in any week or outside the span. Hours worked by a part-time employee which are performed both before 38 hours per week and within the span of hours will continue to be remunerated in accordance with **clause 46.11(b)**.
 - 1.2.3.** **Clause 46.12** does not apply but where an Employee is either recalled to duty or on stand-alone overtime a minimum of three hours of TIL should be provided.
- 1.3.** VPS 5 and above employees on rostered stand-by who perform additional work above the initial limited response referred to in **clause 39.5(g)**, may receive additional compensation in accordance with these guidelines, unless a more beneficial arrangement exists, for example, in an Agency Specific Appendix or Memorandum of Understanding.

2. Reasonable additional hours (Clause 46.4).

In assessing whether regular additional hours exceed what could be considered reasonable additional hours that may be expected of an employee classified at Grade 5 or above, **Clause 46.4** applies and the employer should consider whether other strategies, for example a workload review under **clause 14** or changes to operational practices, should also be implemented in order to ensure the hours of work are reasonable. Note the ordinary hours of work for a full time employee in VPS is an average of 76 hours (exclusive of meal breaks), to be worked over an average of no more than ten days per fortnight - see **clause 42** of the Agreement.

3. Approach to compensation for additional hours work by VPS 5 & 6 and Senior Technical Specialists (VPS 7) classified employees.

In making the assessment as whether compensation for additional hours worked should be made the employer will be guided by the following:

- 3.1.** Neither the employer nor an employee classified at VPS 5 and above is generally expected to closely monitor and record working hours. However, in the following circumstances the employer or the employee may keep proper record of the additional hours required to be worked, and the employee may request, and the employer should grant, Time in Lieu in accordance with **Clauses 46.8** and **46.9** and these guidelines (where there is an

inconsistency between **clause 46.8** and **46.9** and these guidelines, these guidelines will apply).

- 3.1.1.** Where the employee is required to work significant additional hours for sustained or intense periods, involving high-levels of productive effort and contribution to Department/agency priorities, or
 - 3.1.2.** Where the employee whose ordinary hours of work are Monday to Friday has been directed by the manager to perform substantive work hours on weekends or public holidays or outside of ordinary hours (see **Clause 42.3** – Spread of hours), or
 - 3.1.3.** Where the employee is required to return to work without a ten-hour break.
- 3.2.** In assessing whether or not the circumstances in 3.1 above are met and how Time Lieu should be granted, the employer may have regard to the factors listed in **Clause 46.4** and the illustrative examples below.

4. Use of TIL granted by the employer

- 4.1.** Where the employer grants TIL to an employee, the employee should be permitted to take the time in lieu within a reasonable period.
- 4.2.** TIL should not accrue beyond 38 hours but there may be exceptional circumstances where that does occur. Where this occurs, at a minimum, the hours of TIL above 38 hours should be taken as soon as possible after they have accrued.
- 4.3.** If due to ongoing work demands the employee has not been permitted to take TIL within 12 months of accrual, the employee may require that the employer permit the employee to use accrued TIL by giving written notice to the employer that they wish to take a period of TIL to reduce their accrued balance and outline the period of intended leave. Requests to take TIL in these circumstances should not be unreasonably refused. If TIL cannot be taken at the employee nominated time due to operational requirements, the Employer must agree to a time that the Employee is permitted to take the TIL within the following three months.
- 4.4.** Where an employee has not been permitted to use accrued TIL within a reasonable period, the employer will also comply with **clause 46.4** (reasonable hours of work) and **clause 14** (workload) and consider strategies, for example a workload review under **clause 14** or changes to operational practice, which seek to address the accumulation of TIL within the workplace and ensure the hours of work are reasonable.
- 4.5.** Consistent with **clause 46.1(a)**, the requirement to pay overtime does not apply to VPS 5 and above, including in the circumstances contemplated by **clause 46.9(b)**. Despite this, unused TIL will be paid out on termination in accordance with **clause 46.9(d)** of the Agreement.

Illustrative Examples

The examples below seek to illustrate the intended operation of these guidelines:

Table 1: Illustrative Examples – Compensation for additional hours worked – VPS 5 to 7

Illustrative Scenario	Employer Consideration
<p>Employee A is engaged as a full time, VPS 5 Senior Policy Officer, who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. Late in the day on a weekday, Employee A is asked to complete an urgent briefing ahead of a meeting of Cabinet the next morning. To complete the task, Employee A works an additional 1.5 hours in order to complete the required briefings and finishes work at 18.00pm.</p>	<p>Additional hours of this nature are reasonable for an employee classified in a senior position and do not meet the guideline 3.1.1. No entitlement to time in lieu is provided.</p>
<p>Employee B is engaged as a full time, Senior Policy Officer at the VPS 5 grade, who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. In most cases Employee B is able to complete their work within their ordinary hours of work. However, late on a Friday afternoon, Employee's B manager requested Employee B complete an urgent task in response to a request from the Minister's Office. Employee B has a long-standing family engagement for their partner's birthday that night, which meant they were unable to stay late to complete the task. The Employee discuss their concerns about completing the tasks and advises their manager of their personal family commitment.</p>	<p>While an Employee classified at this level of a seniority and remuneration can be expected to work some additional hours to deliver their work, the requirement to work additional hours must be reasonable having regard to the factors in clause 46.4 of the Agreement.</p> <p>Given the last-minute notice and the personal and family responsibility, it is reasonable for Employee B to refuse to work the additional hours. Employee B's manager may then seek to ask other team members to support the task to be completed and/or should discuss the request with the requesting office and negotiate alternative timeframes for delivery which are reasonable in the circumstances.</p>
<p>Employee C is engaged as a full time, STS Project Manager, who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. Employee C's role requires some reasonable additional hours Monday to Friday to clear emails, finish briefings and approve the work of other team members. However, Employee C is directed to work full days on Saturdays and Sundays regularly to oversee key project implementation milestones. Employee C discusses the requirement with their manager, and they agree that Employee C will work the additional hours given they are a key requirement of the project being managed by Employee C.</p>	<p>The additional hours during the week are reasonable for an employee classified in a senior position.</p> <p>However, the intermittent work that Employee C undertakes on the weekend, at the direction of the Employer, meets guideline 3.1.2 and should be compensated having regard to health, safety and well-being and the expectations of a senior position classified at this grade or value range and level of remuneration. As such, Employee C's manager agrees to provide time in lieu in the following week to the Saturday or Sunday work to ensure Employee C has had a proper break from work.</p>

Illustrative Scenario	Employer Consideration
<p>Employee D is engaged as full time VPS 6 Team Leader, who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. Employee D is routinely contacted and directed to perform work outside ordinary hours Monday to Friday and on weekends to respond to emerging issues and urgent client response work. The work routinely requires the employee to work late into the evenings, early mornings and on weekends. Employee D discuss the with their immediate manager their concerns with regarding to their ability to complete allocated task(s) within their ordinary hours of work</p>	<p>The additional hours in this case are probably not reasonable considering all the circumstances. The additional work meets the guideline 3.1.1 and 3.1.2 and should be compensated having regard to 3.2. The Employer agrees to grant Employee D time in lieu for hours worked on weekends and some of the additional hours worked during the week. The employer also initiates a workload and operational review to consider what operational practices or supports can be put in place to ensure additional hours are reasonable.</p>
<p>Employee E is engaged as a full time, STS IT Manager, who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. Employee E's role requires some reasonable additional hours Monday to Friday to clear emails, finish briefings and approve the work of other team members.</p> <p>The nature of Employee E's role requires them to on occasion work between 7pm and midnight on weeknights to run critical system updates to the IT system while it is not in use by other employees. Employee E discusses the system update requirements with their manager, and they agree that Employee E will work the additional hours given the updates are critical for the security of the Employer's IT system for which Employee E is responsible.</p>	<p>Given the nature of Employee E's role, its seniority, status and level of remuneration, it is reasonable that some out of hours work is required. The additional hours to clear emails, finish briefings and approve the work of other team members do not meet the test in 3.1.1 of the guidelines.</p> <p>However, while it is reasonable that the Employee be required to perform reasonable additional hours to fulfil their role to manage the Employer's IT system, the hours worked late at night to run the critical system updates meet guideline 3.1.1 having regard to 3.2 and the fact that the hours required to perform the critical system upgrade are outside the ordinary span of hours. The Employer agrees to provide Employee E with TIL for the hours worked carrying out the critical system upgrade.</p>

Illustrative Scenario	Employer Consideration
<p>Employee F is the VPS 6 Media Manager who works ordinary hours flexibly between 07.00am and 19.00pm Monday to Friday. Given the nature of the role there is an expectation that the employee may need to undertake some reasonable out of hours work in order to respond to urgent media enquiries. Employee F participates in a stand-by roster and is paid a stand-by allowance for this purpose. Ordinarily few media enquiries are received after hours and where Employee F is contacted the queries can be dealt with in a reasonable timeframe. As a result of a major incident, Employee F is contacted in the middle of the night, seeking comment on a significant incident within the Department and in order to respond to the enquiry substantial additional hours were required across multiple days.</p>	<p>Given the nature of Employee F's role, its seniority, status and level of remuneration, it is reasonable that some out of hours work is required and no entitlement to time in lieu is provided in respect to the regular response to out of hours media enquiries as this does not meet guideline 3.1.1.</p> <p>However, the hours worked by Employee F in response to the major incident meet the criteria in guideline 3.1.1 and 3.1.3. Employee F and their manager discuss the response to the significant incident and agree Employee F will be granted TIL for the additional hours worked in response to the incident.</p>

Resolving Common Policy Compliance Issues

Government priority: Government as a fair and best practice employer

Where the Parties identify issues of non-compliance with the guidance provided in a common policy the Parties will follow the process set out below:

Table 2: Process for Resolving Common Policy Compliance Issues

Step	Process
Step 1	Where the Parties identify issues of non-compliance with the guidance provided in a common policy, the Parties will first make all reasonable attempts to resolve the matter at the local level.
Step 2	<p>If attempts at the workplace level fail to resolve the matter, either Party may raise the non-compliance matter with Industrial Relations Victoria (IRV) and/or through the VPS Agreement Monitoring Committee (VPS AMC). Matters of non-compliance will be recorded and maintained by the AMC.</p> <p>IRV will review the matter and engage with the relevant department Industrial Relations Director (or equivalent) to seek to identify a resolution.</p>
Step 3	Identified non-compliance matters which remain unresolved after Step 2, will be referred to the Corporate Deputy Secretary of the relevant Department for resolution.

Nothing in this process is intended to affect a Parties ability to raise a dispute under **clause 13** of the Agreement about the correct application or interpretation of the Agreement.

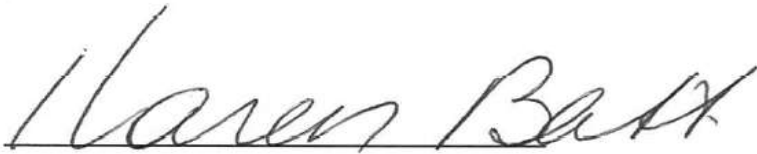
Signatures

This Best Practice Employment Commitment (BPEC) outlines commitments that has been agreed during the bargaining process, which while not forming part of the Agreement, will be operationalised over the life of the Agreement.



Matt O'Connor
Deputy Secretary, Industrial Relations Victoria
Department of Treasury and Finance

Date: 11/7/24



Karen Batt
Victorian Branch Secretary
Community and Public Sector Union

Date: 10/7/2024.