



## COMMUNITY AND PUBLIC SECTOR UNION - VICTORIAN PUBLIC SERVICE AGREEMENT CLAIM 2009

<b>ITEM</b>	<b>CLAIM</b>
<b>1 Form of agreement</b>	<p><b>1.1</b> Comprehensive agreement under Clause 2A of Schedule 7 of the Workplace Relations Act to be binding on CPSU and State of Victoria</p> <p><b>1.2</b> Agreement to have regard to:</p> <p><b>1.2.1</b> Australian Fair Pay and Conditions Standard</p> <p><b>1.2.2</b> Proposed National Employment Standards</p>
<b>2 Employment relationship</b>	<p><b>2.1</b> Employer must adhere to <i>Public Administration Act 2004</i> and the Public Sector Standards</p>
<b>3 Anti-discrimination</b>	<p><b>3.1</b> Employer must not discriminate 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</p>
<b>4 Implementation of change</b>	<p>Employer must</p> <p><b>4.1</b> Consult with affected Employees, and their nominated industrial representatives about the introduction of new technology or changes to existing work practices of Employees.</p> <p><b>4.2</b> Provide details in writing of expected productivity and efficiency improvements of proposed change</p> <p><b>4.3</b> Allow affected employees and the Employee's nominated representative to submit alternative proposal.</p> <p><b>4.4</b> The parties may agree to establish a consultative committee</p>
<b>5 Disputes and grievances</b>	<p>Comprehensive disputes resolution process including</p> <p><b>5.1</b> Workplace level dispute resolution; and</p> <p><b>5.2</b> Referral of matters to the Australian Industrial Relations Commission with the power to settle matters by compulsory conciliation, and arbitration.</p> <p><b>5.3</b> Agreed internal grievance procedures must:</p> <p><b>5.3.1</b> require the rules of natural justice to be adhered to</p> <p><b>5.3.2</b> provide for mediation or conciliation of the grievance</p> <p><b>5.3.3</b> provide for agreed decision maker to adjudicate the grievance;</p>

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	5.3.4 be conducted as quickly, and with as little formality, as a proper consideration of the matter allows
<b>6 Workload</b>	Employer must
	6.1 Allocate work with regard to Employee's professional and family life; including
	6.1.1 Consideration of the Employee's hours of work, health, safety and welfare.
	6.1.2 Work beyond an Employee's ordinary hours of work not to be routine
	6.1.3 Review of workload where Employees concerned
	6.1.4 Provide sufficient resources to meet work requirements
<b>7 Types of employment</b>	Agreement will provide for following types of employment:
	7.1 Ongoing; or
	7.2 Fixed term; provided
	7.2.1 Not for the purpose of undermining the job security or conditions of ongoing Employees, and
	7.2.2 Fixed term appointments shall be for a maximum of three years, or
	7.3 Casual basis, provided
	7.3.1 Minimum employment of 3 consecutive hours in any day worked.
	7.3.2 Agreement applies to casual Employees unless expressly excluded
	7.3.3 Casual employees will receive a loading of 25% in addition to the applicable hourly rate of pay as compensation in lieu of the following benefits:
	<ul style="list-style-type: none"><li>• public holidays;</li><li>• recreation leave and recreation leave loading;</li><li>• sick leave;</li><li>• paid parental leave;</li><li>• compassionate leave;</li><li>• carer's leave;</li><li>• jury service;</li><li>• defence reserve leave;</li></ul>
	7.4 Part time employment may apply by agreement
	7.5 A probationary period not exceeding 3 months may apply to new Employees
	7.6 Employer must provide details to union on request every 6 months about casual, fixed term employment, and agency staff employed by the Employer
	7.7 Employer to provide reasonable adjustment for Employees with impairment or disability
<b>8 Termination of employment</b>	Employer must

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- 8.1 Not terminate employment for a reason which is harsh, unjust, or unreasonable, or
- 8.2 For reasons other than those in s33 of the *Public Administration Act 2004*.
- 8.3 Provide an Employee the following notice period:

Employee’s period of continuous service with the Employer	Minimum period of notice
Not more than 1 year	At least 1 week
Between 1 to 3 years	At least 2 weeks
More than 3 years	At least 4 weeks

- 8.3.1 Employees over 45 years of age are entitled to an additional week’s notice.
- 8.3.2 Payment in lieu of the notice is permitted
- 8.4 Employee may resign at any time by giving the following period of written notice to the Employer:

Employee’s period of continuous service with the Employer	Minimum period of notice
Not more than 1 year	1 week
More than 1 year	2 weeks

- 8.5 Abandonment of employment only if Employee is absent for more than 20 working days:

**9 Costs of employment related legal proceedings**

- 9.1 Employer must meet the Employee’s reasonable legal costs relating to appearance at or representation before the Coroner’s Court, or other court proceedings where performing duties.

**10 Home based work**

- 10.1 Option of home based work by agreement

**11 Redeployment**

- 11.1 Parties agree to renegotiate redeployment arrangements in Schedule A of the *Victorian Public Service Agreement 2006*

**12 Discipline**

- 12.1 **The parties will negotiate agreed discipline process, which Distinguishes between formal/informal processes**
- 12.2 Applies Public Sector Standards Commissioner standards and guidelines,
- 12.3 In dealing with alleged breaches of discipline the employer must
  - 12.3.1 Tell the Employee the purpose of any meeting dealing with alleged breaches of discipline
  - 12.3.2 Provide a copy of the formal disciplinary process to be followed
  - 12.3.3 Provide sufficient documentation to the Employee to enable them to respond to the allegation
  - 12.3.4 Provide an opportunity to the Employee to outline any mitigating circumstances.

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	12.3.5 Provide that an Employee is entitled to representation at all stages of the process
<b>13 Classifications and salaries</b>	Parties will negotiate
	13.1 Structural adjustment to all classification structures to ensure appropriate work value payments, and/or labour market
	13.2 Remove value range barriers
	13.3 Progression pay points must be paid to all Employees who contribute to achievement of performance goals regardless of their placement in a classification band.
<b>14 Salary increases</b>	Employer must pay a salary increase of
	14.1 9% per annum, or
	14.2 A percentage increase equal to the increase applied to the “basic salary” under the <i>Parliamentary Salaries and Superannuation Act 1968</i> for each year of the agreement, whichever is greater.
	14.3 Increase the base and top of each classification band by the salary increase percentage
<b>15 Adjusted salary arrangements</b>	Employer may utilise the following schemes;
	15.1 Supported wage system in accordance with the AIRC standard set out in the Victorian Public Service Award 2005
	15.2 Trainees/apprentices in accordance with the agreement between the Victorian Government and the Victorian Trades Hall Council
	15.3 School based apprentices in in accordance with the AIRC standard set out in the Victorian Public Service Award 2005
<b>16 Payment of salaries</b>	Employer must
	16.1 Pay Employee at least fortnightly
	16.2 Provide an option for pay in advance for leave purposes
	16.3 Provide early payment when normal pay day falls on a public holiday
	16.4 Only recover overpayments in accordance with the <i>Financial Management Act</i>
	16.5 Pay any costs incurred by Employee for non payment or delays in payment
<b>17 Salary packaging</b>	Salary packaging options to be included:
	17.1 subject to Australian taxation legislation
	17.2 Fringe benefit tax costs paid by Employer not Employee
	17.3 Any administrative cost will be met by the Employer.
<b>18 Allowances – work or conditions</b>	Employer must pay allowances where conditions for receipt are met,
	18.1 First aid allowance
	18.2 Higher duties allowance for all work of a higher responsibility

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<b>ITEM</b>	<b>CLAIM</b>
	<b>18.3</b> Language allowance
	<b>18.4</b> Stand-by and On-call allowance
	<b>18.5</b> Rates to be increased subject to agreement pay outcome
<b>19 Allowances - reimbursement of expenses</b>	Employer must reimburse work related expenses in accordance with ATO rates, including but not limited to:
	<b>19.1</b> Meals
	<b>19.2</b> Vehicle
	<b>19.3</b> Accommodation
	<b>19.4</b> Payment for incidental expenses where receipts are impractical
	<b>19.5</b> Disability payment for extended absences
	<b>19.6</b> Costs of Working with Children check required under <i>Working with Children Act 2005</i>
<b>20 Superannuation</b>	<b>20.1</b> Employer must make contributions to the Employee's superannuation fund, subject to
	<b>20.2</b> Employer contribution of 15%
	<b>20.3</b> Salary sacrifice option, including to defined benefit schemes
	<b>20.4</b> Employee choice of fund
	<b>20.5</b> Agreed default fund
	<b>20.6</b> Co contribution option whereby employer matches additional superannuation contributions paid by the employee
	<b>20.7</b> Transition to retirement
	<b>20.8</b> Agreed superannuation changes to be incorporated into the defined benefit schemes
<b>21 Hours of work</b>	Agreement to provide for
	<b>21.1</b> Ordinary hours of work to average 70, to be worked over an average of no more than 10 days per fortnight.
	<b>21.2</b> Ordinary hours of work between 7.00 am to 7.00 pm on any weekday
	<b>21.3</b> Ordinary hours of work do not include Saturdays, Sundays or Public Holidays.
	<b>21.4</b> Ability to accrue hours for day(s) off
	<b>21.5</b> Flexible arrangement of hours of work by agreement, subject to the work and family requirements of the <i>Equal Opportunity Act1995</i>
<b>22 Shift work</b>	Agreement to provide shift work and roster arrangements
	<b>22.1</b> Define/clarify shift work
	<b>22.2</b> Shift allowances payable
	Allowances to be calculated on the Employees ordinary rate of pay without the application of a calculation cap

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**22.2.1 Saturday (except a public holiday)**

Additional 50 per cent of the appropriate hourly rate for each hour of duty.

**22.2.2 Sunday (except a public holiday)**

Additional allowance at the rate of 100 per cent of the Employee's hourly rate for each hour of duty.

**22.2.3 Public holiday**

Additional allowance at the rate of 150 per cent of the Employee's hourly rate for each hour of duty.

**22.2.4 Afternoon or Night shift (except public holidays)**

Additional allowance at the rate of 20 per cent of the Employee's hourly rate for each hour of duty; and

**22.2.5 Continuous night shift**

Additional allowance at the rate of 40 per cent of the Employee's hourly rate for each hour of duty; and

**22.3 Substitute leave for public holidays**

Additional leave where public holiday not provided

**22.4 Roster arrangements**

Rosters to be arranged by agreement between Employer and Employee

### 23 Overtime

Agreement to include overtime arrangements

**23.1 Reasonable Hours of Work**

Requirement to work overtime is subject to:

**23.1.1** any risk to the Employee's health and safety;

**23.1.2** the Employee's personal circumstances including family responsibilities;

**23.1.3** the needs of the workplace;

**23.1.4** the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

**23.2 Requirement to pay overtime**

**23.2.1** Employee must be paid overtime unless they request time off instead of payment.

**23.2.2** All overtime to be paid at Employee's rate of pay without application of a calculation cap

**23.3 Overtime – Rates of payment**

**23.3.1** Monday to Saturday (except Public Holidays)

150% for the first three hours, then 200% of the Employee's ordinary rate of pay.

**23.3.2** Sunday (except Public Holidays)

200% of the ordinary rate of pay

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	<b>23.3.3</b> Public Holidays 250% of the ordinary rate of pay
	<b>23.4 Time in lieu of payment</b>
	<b>23.4.1</b> to accrue at overtime rate
	<b>23.4.2</b> Time in lieu may accumulate to a maximum of 38 hours.
	<b>23.4.3</b> Additional overtime hours worked to be paid at over time rates
	<b>23.5 Overtime – minimum period</b> Four hours minimum when recalled to duty.
	<b>23.6 Overtime – part time Employees</b>
	<b>23.7 Overtime - Meal Payment</b>
	<b>23.8 Rest Period After Overtime</b> Employees must have 10 hour break after working overtime
<b>24 Meal breaks</b>	Employer must provide
	<b>24.1</b> A meal break no later than 5 hours after commencing duty.
	<b>24.2</b> Pay overtime where meal break unable to be taken
	<b>24.3</b> Provide paid rest breaks at times suitable to operational requirements, taking into account the wishes of the Employee.
<b>25 Childcare</b>	Employer must
	<b>25.1</b> Reimburse childcare costs for overtime duty without reasonable notice
<b>26 Leave, Annual</b>	Employer must provide
	<b>26.1</b> Six weeks paid annual leave per annum which will accrue
	<b>26.2</b> 17.5% recreation leave allowance or rostered loading (for shift workers)
	<b>26.3</b> Shift workers to accrue additional leave based on each Sunday worked
	<b>26.4</b> Additional paid leave for any shutdown period
<b>27 Leave, Purchased</b>	Employee must be provided with the option to;
	<b>27.1</b> Purchase leave to provide additional 1 to 8 weeks per year.
	<b>27.2</b> Purchase leave over 5 year period to enable 1 year off
<b>28 Leave, Infectious diseases/dangerous</b>	Employer must provide;

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medical conditions	<b>28.1</b> Paid leave to cover infectious diseases/dangerous medical conditions.
<b>29 Public holidays</b>	Public holidays under the agreement are: <b>29.1</b> New Year's Day, <b>29.2</b> Australia Day, <b>29.3</b> Labour Day <b>29.4</b> Good Friday, <b>29.5</b> Easter Saturday, <b>29.6</b> Easter Monday, <b>29.7</b> Anzac Day, <b>29.8</b> Queen's Birthday, <b>29.9</b> Melbourne Cup Day. <b>29.10</b> Christmas Day, <b>29.11</b> Boxing Day, <b>29.12</b> Proclamation Day (recognising establishment of Commonwealth) <b>29.13</b> Additional days when Christmas Day, Boxing Day, New Year's Day or Australia Day, Anzac Day fall on a Saturday or a Sunday will be in accordance with the <i>Public Holidays Act 1993</i> .
<b>30 Leave, Sick</b>	Employee is entitled to <b>30.1</b> 20 days cumulative sick leave with pay for each year of employment <b>30.2</b> Provide, if requested by the Employer, a certificate from registered health practitioner or statutory declaration <b>30.2.1</b> Except 5 consecutive days accrued sick leave are without medical certificate or a statutory declaration <b>30.2.2</b> Except 9 single days without certificate <b>30.3</b> Leave to accrue and be deducted according to shift duration <b>30.4</b> Employer must accept the documentary evidence provided by the Employee and not require Employee to provide further details <b>30.5</b> Option to introduce sick leave bank
<b>31 Leave, Carer's</b>	Employee is entitled to <b>31.1</b> 10 days additional paid carers leave

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	<b>31.2</b> Provide, if requested by the Employer, a certificate from registered health practitioner or statutory declaration
	<b>31.3</b> Leave to be deducted according to shift duration
	<b>31.4</b> Use any available sick leave for carers leave
<b>32 Leave, Military service sick</b>	Employee is entitled to <b>32.1</b> Additional paid sick leave for injuries, illness caused by service recognised under the Veteran’s Entitlements Act 1986.
<b>33 Leave, Alcohol &amp; drug rehabilitation program attendance</b>	Employee is entitled to <b>33.1</b> Additional paid sick leave for participation in approved alcohol & drug rehabilitation programs
<b>34 Leave, Compassionate</b>	Employee is entitled to <b>34.1</b> 5 days leave with pay per occasion because of the serious illness or death of a member of the Employee's family or household.
<b>35 Leave, Parental</b>	Employee is entitled to <b>35.1</b> 26 weeks paid leave associated with the birth of a child for whom they are the primary carer <b>35.2</b> 4 weeks for partner of primary carer <b>35.3</b> 26 weeks paid leave associated with the placement of a child with the Employee for adoption <b>35.4</b> 26 weeks paid special maternity leave where a pregnancy terminates within 20 weeks <b>35.5</b> Right to request part time employment on return to work <b>35.6</b> Permanent care leave where granted custody of child under the <i>Children and Young Person’s Act 1989</i> <b>35.7</b> Pre-Natal leave for pregnancy related illness <b>35.8</b> Grandparent leave <b>35.8.1</b> Associated with the birth of a grandchild, or <b>35.8.2</b> where Employee has primary care responsibility <b>35.9</b> Public holidays are additional to leave <b>35.10</b> Employees of same Employer can take concurrent leave by agreement <b>35.11</b> Leave and payment will be additional to any federally funded paid parental leave scheme
<b>36 Leave, Cultural &amp; ceremonial</b>	Employee is entitled to <b>36.1</b> Paid leave for cultural and ceremonial purposes for Aboriginal and Torres Islanders

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<b>37 Leave Long service</b>	Employee is entitled to <b>37.1</b> three months long service leave with pay for each period of 7 years of continuous service <b>37.2</b> Pro-rata access an initial 5 years of service. <b>37.3</b> Recognition of service <b>37.3.1</b> any service with a State or Commonwealth Government Department; or <b>37.3.2</b> any service with an authority of a State or Commonwealth Government Department; or <b>37.3.3</b> any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or <b>37.3.4</b> any service with a local governing body that is established by or under a law of a State; or <b>37.3.5</b> 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 scrutiny of Government funded bodies. <b>37.3.6</b> Any “public entity” under the <i>Public Administration Act 2004</i> <b>37.3.7</b> Any “state owned enterprise” established under the <i>State Owned Enterprises Act 1992</i> <b>37.4</b> Take leave in single day absences <b>37.5</b> Half pay to extend the period of leave
<b>38 Leave, Community service</b>	Employee is entitled to <b>38.1</b> Paid leave, and make up pay if required, for the following purposes: <b>38.1.1</b> Carry out voluntary emergency management activities <b>38.1.2</b> Jury service <b>38.1.3</b> Carry out official duties as a Mayor, Shire President, or Councillor <b>38.1.4</b> Defence Reservist service <b>38.1.5</b> Carry out official duties as a representative of a community organisation <b>38.1.6</b> To participate as a competitor or official at any non professional national or international sporting event
<b>39 Study/professional development leave</b>	Employee is entitled to <b>39.1</b> Paid leave for study, field trips, and examinations <b>39.2</b> Paid leave for professional development
<b>40 Leave without pay</b>	Employee may take unpaid leave
<b>41 Temporary transfer between work locations</b>	<b>41.1</b> Parties will negotiate a JobSwap scheme to facilitate the voluntary movement of Employees within Public Service <b>41.2</b> Employer must

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	41.2.1 Determine usual place of work for Employee
	41.2.2 Pay excess travelling time when Employee temporarily required to undertake duties at a location other usual place of work.
42 Permanent relocation of usual place of work	Employee, required to relocate, is entitled to
	42.1 Rental assistance
	42.2 Home Purchase Assistance
	42.2.1 Removal assistance
	42.2.2 Removal leave
	3 days removal leave and to attend to bank, real estate and removal arrangements
	42.2.3 Property purchase costs
	42.2.4 Reimbursement of expenses that may include
	42.2.4(a) Utilities connection fees
	42.2.4(b) Mortgage discharge and/or establishment fees
	42.2.4(c) Contribution to legal fees for sale of current home and purchase of a new home
	42.2.4(d) Valuation and/or inspection fees
	42.2.5 Stamp Duty
	42.2.5(a) Full stamp duty on the new property
	42.2.5(b) Selling your current home –
	42.2.6 Additional relocation assistance available such as reimbursement of legal expenses and conveyancing to those employees in selling their current home to relocate
	42.2.7 Real estate agents fees in accordance with REIV
	42.2.8 Additional incidentals amount of up to \$1,000 to make good the property.
	42.3 School Placement Assistance
	42.4 Childcare
	42.5 Spouse Job Search Assistance
43 Workers compensation	Employee is entitled to:
	43.1 Accident make up pay of 52 weeks, or an aggregate of 261 working days, or 1983 working hours
	43.2 To return to the same or equivalent position held with the Employer prior to the compensable incapacity occurring
	43.3 Where unable to return to pre-injury duties, be provided with employment determined suitable by the workers' treating practitioner by the Employer for the period the Employee is entitled to benefits under the Accident Compensation Act 1985.

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	<p><b>43.3.1</b> An offer of such employment within 4 weeks of the worker proving medical advice to the employer that a capacity for work exists.</p> <p><b>43.4</b> The Employer will not terminate the employment of a worker due to a compensable injury, and will be required to make reasonable adjustment to accommodate the needs of an injured worker to enable that worker to return to work.</p> <p><b>43.5</b> Parties to negotiate Sickness and Accident Income Protection Scheme</p>
<b>44 Occupational health and safety and rehabilitation</b>	<p>Employer must</p> <p><b>44.1</b> Comply with the <i>Occupational Health and Safety Act 2004</i></p> <p><b>44.2</b> Consult with CPSU about OH&amp;S matters</p> <p><b>44.3</b> Provide agreed OH&amp;S training</p> <p><b>44.4</b> Negotiate agreed Designated Work Groups, including</p> <p><b>44.4.1</b> Agreed processes to determine DWGs</p> <p><b>44.4.2</b> Agreed processes to elect Health and Safety Representatives</p> <p><b>44.5</b> Ensure that bullying and violence does not occur at work</p> <p><b>44.6</b> Provide staff support and debriefing for critical incidents</p> <p><b>44.7</b> Not take action against Employees exercising rights under s25 <i>Occupational Health and Safety Act 2004</i></p>
<b>45 Industrial relations/occupational health and safety training</b>	<p>Employee entitled to:</p> <p><b>45.1</b> Paid leave to participate in training which contributes to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.</p> <p><b>45.2</b> When elected as CPSU representative including:</p> <p><b>45.2.1</b> Paid leave to carry out role as an accredited representative</p> <p><b>45.2.2</b> Paid leave to attend CPSU Branch Council</p> <p><b>45.2.3</b> Paid leave to attend ACTU congress as a delegate</p> <p><b>45.2.4</b> Paid leave for CPSU federal executive/council delegate</p> <p><b>45.3</b> Communicate with Employees, and Employees to communicate with CPSU, via electronic communication devices</p> <p><b>45.4</b> Post written material authorised by CPSU in the workplace</p>
<b>46 Facilities, equipment and accommodation</b>	<p>Employer will provide</p> <p><b>46.1</b> Amenities and work environment in accordance the <i>WorkSafe Workplace Amenities and Work Environment Compliance Code</i></p> <p><b>46.2</b> First aid in accordance with <i>WorkSafe First Aid Compliance Code</i></p>
<b>47 Right of entry</b>	<p>Employer must</p> <p><b>47.1</b> Permit CPSU representatives access to the workplace</p>