



DETERMINATION

Fair Work Act 2009

s.266 - Industrial action related workplace determination

State of Victoria

v

CPSU, the Community and Public Sector Union

(B2012/452)

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012

[AG895510]

State and Territory government administration

SENIOR DEPUTY PRESIDENT ACTON

SENIOR DEPUTY PRESIDENT DRAKE

COMMISSIONER ROE

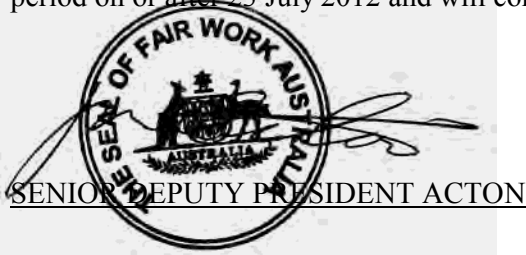
MELBOURNE, 23 JULY 2012

Workplace determination.

A. Further to the decision issued by Fair Work Australia [[2012] FWAFB 6139] on 23 July 2012, the following workplace determination is made:

Victorian Public Service Workplace Determination 2012

B. This workplace determination, as attached, shall come into operation from the first pay period on or after 23 July 2012 and will continue in force until 31 December 2015.



**VICTORIAN PUBLIC SERVICE
WORKPLACE DETERMINATION 2012**

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012

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This Determination will be known as the Victorian Public Service Workplace Determination 2012.

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3 DEFINITIONS

In this document, unless otherwise provided:

- 3.1** “**Accredited Representative of a Union**” means an officer or employee of a Union or a workplace delegate accredited by an authorised officer of a Union;
- 3.2** “**Agency**” means a Public Service Body under the *Public Administration Act 2004 (Vic)*, or an office or authority for which an office holder has been designated to have the functions of a public service body head under that Act, or designated under another Act;
- 3.3** “**CPSU**” means the Community and Public Sector Union;
- 3.4** “**Employee**” means an employee of the Crown employed pursuant to Division 4 of Part 3 or Division 3 of Part 6 of the *Public Administration Act 2004 (Vic)* other than:
- 3.4.1** an Employee eligible to be a member of the CPSU who is employed under the *Education and Training Reform Act 2006 (Vic)*;
- 3.4.2** an Employee eligible to be a member of the Health Services Union;
- 3.4.3** an Employee eligible to be a member of the CPSU who is employed pursuant to the *Emergency Services Superannuation Act 1986 (Vic)*;
- 3.4.4** an Employee eligible to be a member of the Australian Nursing Federation or the CPSU who is employed within the Department of Education and Early Childhood Development as a nurse in a position requiring mandatory qualifications as such and whose remuneration is determined by reference to the salary structure in the Nurses (Department of Education and Early Childhood Development) Agreement 2008 or its successor;
- 3.4.5** a locally engaged Employee in an overseas office/work location;
- 3.4.6** a Principal Scientist, a Senior Medical Adviser or a Senior Regulatory Analyst in respect of **clauses 20 to 24** but not otherwise; and
- 3.4.7** an Employee eligible to be a member of the Australian Workers’ Union whose terms and conditions are determined by reference to the Field Staff Agreement 2009, or any successor to this agreement.
- 3.5** “**Employer**” means the State of Victoria acting through its servant who, for the purposes of this Determination, is the relevant Public Service Body Head in the Agency in which the Employee is employed;
- 3.6** “**Fortnightly Salary**” means an Employee’s annual salary divided by 365.25 multiplied by 14;
- 3.7** “**FWA**” means Fair Work Australia or its successor;

- 3.8** “**Fair Work Act 2009**” and “**FW Act**” means that Act, as may be amended from time to time and any successor to that Act;
- 3.9** “**Machinery of Government Change**” means a change arising from the allocation and reallocation of functions between Victorian government departments and/or Agencies which is set out in a General Order allocating Acts of Parliament to Ministers signed by the Premier, an Administrative Arrangements Order made under the *Administrative Arrangements Act 1983 (Vic)* or an order or declaration made under the *Public Administration Act 2004 (Vic)*;
- 3.10** “**Party**” means the State of Victoria or a Union;
- 3.11** “**Public Administration Act 2004 (Vic)**” means that Act as may be amended from time to time, or any successor to that Act;
- 3.12** “**Public Holiday**” means a day that is a public holiday pursuant to **clause 42**;
- 3.13** “**Salary**” means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of his or her duty; provided that Salary does not include any payment for overtime, Shift Work, stand-by, travelling allowance, incidental expenses or any payment of a temporary character;
- 3.14** “**Shift Work**” means rostered ordinary hours of work averaging 76 hours per fortnight and which regularly includes Sundays and Public Holidays (or, in respect of Custodial Officers in the Custodial Officers Structure, rostered ordinary hours of work averaging up to 80 hours per fortnight and which regularly includes Sundays and Public Holidays, subject to **clause 3 of Appendix 1**);
- 3.15** “**Shift Worker**” means an Employee who performs Shift Work in a workplace in which the Employee is employed in which shifts are continuously rostered 24 hours a day for 7 days a week;
- 3.16** “**Union**” means a union covered by this Determination in accordance with **clause 5**; and
- 3.17** “**VPS**” means the Victorian Public Service.

4 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 4.1** This Determination operates and comes into effect on the date on which it is made and will have a nominal expiry date of 31 December 2015.
- 4.2** Employees to whom this Determination applies will receive:
- 4.3** Bonus payment in accordance with **clause 24**;
- 4.3.1** Salary increases as provided for in **clause 24**, with the first increase payable with effect from 1 July 2012; and
- 4.3.2** Increases to allowances, with the first increase payable with effect from 1 July 2012.
- 4.4** Alterations to conditions of employment provided for in this Determination will apply with effect from the commencement date of this Determination.
- 4.5** With the aim of avoiding protracted negotiations for a new agreement, the CPSU and the State of Victoria agree to a renegotiation period. The renegotiation period shall be from 30 September 2015 until 1 December 2015. The aim of the renegotiation period is to permit a new agreement to be reached in 2015.
- 4.6** To meet this objective, the CPSU and the State of Victoria agree that:
- 4.6.1** Each will provide any proposals for change to the agreement by 1 September 2015.
- 4.6.2** They will meet regularly to progress negotiations in good faith. In this connection, small working groups may be established to examine particular areas of disagreement.
- 4.6.3** The person/s responsible for negotiating will bring with them the necessary authority to finalise an agreement.

- 4.6.4** Where agreement is not reached by mid November 2015, the parties will seek the assistance of a mutually agreed conciliator or FWA. This does not prevent the parties seeking assistance, by agreement, on any individual issue which is creating an impasse.
- 4.6.5** Should conciliation be sought, then the parties to the conciliation may agree to an extension to the negotiation period.
- 4.7** During this period the CPSU and the State of Victoria will not act in a manner that is designed to frustrate good faith bargaining.

5 APPLICATION OF DETERMINATION AND PARTIES COVERED

- 5.1** This Determination is made under Part 2 – 5 of the FW Act.
- 5.2** This Determination applies to and covers:
 - 5.2.1** the State of Victoria in respect of all Employees (as defined in **clause 3.4**);
 - 5.2.2** all Employees whose employment is, at any time when this Determination is in operation, subject to this Determination; and
 - 5.2.3** the CPSU and The Australian Institute of Marine and Power Engineers.
 - 5.2.4** In accordance with Part 2-8 of the FW Act, where there is a transfer of business to a new employer, the new employer is bound by this Determination as a transferable instrument to the extent that it relates to the whole or part of the business transfer.

6 NO FURTHER CLAIMS

- 6.1** This Determination is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to the determination made under the FW Act for the period from the date of commencement of this Determination until 31 December 2015.
- 6.2** The Employees, the Employer and a Union covered by this Determination agree that they will not for the period from the date of commencement of this Determination until 1 September 2015 make claims for the making of an enterprise agreement under the FW Act, whether in relation to matters dealt with in this Determination or otherwise.

7 SAVINGS PROVISIONS AND RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

- 7.1** This Determination operates to the exclusion of all previous awards and orders of FWA and replaces all previous certified agreements in respect of the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit which has accrued under any such previous certified agreement will not be affected by the making of this Determination.
- 7.2** No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Determination.
- 7.3** No Employee's overall terms and conditions of employment shall, on balance, be reduced as a result of any Machinery of Government Changes that occur during the life of this Determination.
- 7.4 Agency-specific arrangements**

Agency-specific arrangements are provided for in **Section II (Appendices 1 to 12)** of this Determination. These Agency-specific arrangements are read in conjunction with **Section I**. Where the Agency-specific arrangements make different provision to **Section I**, the Agency-specific arrangements override **Section I** to the extent of the difference.

7.5 A dispute or grievance that is being considered pursuant to **clause 10** of the 2009 Extended and Varied Version of the Victorian Public Service Agreement 2006 at the time this Determination is made by FWA may continue to be considered pursuant to **clause 11** of this Determination.

8 ANTI-DISCRIMINATION

8.1 It is the intention of the Parties covered by this Determination to achieve the principal object in section 336(c) of the FW Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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

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

8.3.1(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

8.3.1(b) an Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

8.3.1(c) the exceptions in section 351(2) and 772(2) of the FW Act or the operation of sections 772(3) and 772(4) of the FW Act.

9 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and the Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

9.2 An individual flexibility arrangement may vary the effect of **clause 32** (Hours of Work).

9.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

9.4 The Employer must ensure that the terms of the individual flexibility arrangement:

9.4.1 are about permitted matters under section 172 of the FW Act; and

9.4.2 are not unlawful terms under section 194 of the FW Act; and

9.4.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.

9.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

9.7 The Employer must ensure that any individual flexibility arrangement sets out:

9.7.1(a) which terms of this Determination will be affected or varied by the individual flexibility arrangement;

9.7.1(b) how the individual flexibility arrangement will vary or affect the terms of this Determination;

9.7.1(c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement;

- 9.7.1(d)** the day on which the individual flexibility arrangement commences; and
- 9.7.1(e)** provides for the individual flexibility arrangement to be terminated:
- 9.7.1(f)** by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
- 9.7.1(g)** at any time by written agreement between the Employee and Employer.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10 IMPLEMENTATION OF CHANGE

- 10.1** Where the Employer has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, the Employer will advise the affected Employees and the relevant Union covered by this Determination of the proposed change as soon as practicable after the proposal has been made. The Employer will advise the affected Employees and the relevant Union covered by this Determination of the likely effects on the Employees' working conditions and responsibilities. The Employer will advise of the rationale and intended benefits of any change, including improvements to productivity, if applicable.
- 10.2** For the purpose of this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:
- 10.2.1** the termination of the employment of Employees;
 - 10.2.2** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
 - 10.2.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - 10.2.4** the alteration of hours of work;
 - 10.2.5** the need to retrain Employees;
 - 10.2.6** the need to relocate Employees to another workplace;
 - 10.2.7** the restructuring of jobs
- 10.3** The Employer will regularly consult with affected Employees and the relevant Union covered by this Determination and give prompt consideration to matters raised by the Employees or the Employees relevant Union covered by this Determination and where appropriate provide training for the Employees to assist them to integrate successfully into the new structure.
- 10.4** In accordance with this clause, the affected Employees and the relevant Union covered by this Determination may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made the Employer must give considered reasons to the affected Employees and the relevant Union covered by this Determination if the Employer does not accept its proposals.

10.4.1 Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
Employer advises Employees and relevant Union covered by this Determination	
Response from Employees or the relevant Union covered by this Determination	5 days following receipt of written advice from Employer
Meeting convened (if requested)	5 days following request for meeting

Further Employer response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Determination (if applicable)	10 days following receipt of Employer response
Employer response to any alternative proposal	10 days following receipt of alternative proposal

10.5 Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with **clause 11** (Resolution of Disputes).

11 RESOLUTION OF DISPUTES

11.1 For the purposes of this **clause 11**, a dispute includes a grievance.

11.2 Unless otherwise provided for in this Determination, a dispute about a matter arising under this Determination or the National Employment Standards set out in the FW Act, other than termination of employment, must be dealt with in accordance with this clause. For the avoidance of doubt, a dispute about termination of employment cannot be dealt with under this clause.

11.3 This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

11.4 A person covered by this Determination may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

11.5 Obligations

11.5.1 The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

11.5.2 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

11.5.3 No person covered by this Determination will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

11.6 Determination and Dispute Settlement Facilitation

11.6.1 For the purposes of compliance with this Determination (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

11.6.1(a) Investigating the circumstances of a dispute or an alleged breach of this Determination;

11.6.1(b) Endeavouring to resolve a dispute arising out of the operation of this Determination; or

11.6.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

- 11.6.2** The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

11.7 Discussion of Dispute

- 11.7.1** The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).
- 11.7.2** If the dispute is not settled, the aggrieved Employee(s) can require that the dispute be discussed with another representative of the Employer appointed for the purposes of this procedure.

11.8 Internal Process

- 11.8.1** If any party to the dispute who is covered by this Determination refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted as expeditiously as possible and:
- 11.8.1(a)** is consistent with the rules of natural justice;
- 11.8.1(b)** provides for mediation or conciliation of the dispute;
- 11.8.1(c)** provides that the Employer will take into consideration any views on who should conduct the review; and
- 11.8.1(d)** is conducted as with as little formality as a proper consideration of the dispute allows.
- 11.8.2** If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.
- 11.8.3** If the matter is not settled either party to the dispute may apply to FWA to have the dispute dealt with by conciliation.

11.9 Disputes of a Collective Character

- 11.9.1** The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to FWA.
- 11.9.2** No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWA.

11.10 Conciliation

- 11.10.1** Where a dispute is referred for conciliation, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.
- 11.10.2** This may include arranging:
- 11.10.2(a)** conferences of the parties to the dispute presided over by the member; and
- 11.10.2(b)** for the parties to the dispute to confer among themselves at conferences at which the member is not present.
- 11.10.3** Conciliation before FWA shall be regarded as completed when:
- 11.10.3(a)** the parties to the dispute have reached agreement on the settlement of the dispute; or
- 11.10.3(b)** the member of FWA conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or

- 11.10.3(c)** the parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

11.11 Arbitration

- 11.11.1** If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that FWA proceed to determine the dispute by arbitration.
- 11.11.2** Where a member of FWA has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- 11.11.3** Subject to **sub-clause 11.11.4** below, the determination of FWA is binding upon the persons covered by this Determination.
- 11.11.4** A determination of a single member of FWA made pursuant to this clause may, with the permission of the Full Bench of FWA, be appealed.

11.12 General Powers and Procedures of FWA

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

12 WORKLOAD

- 12.1** The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.
- 12.2** The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, the Employer may require an Employee to work overtime where:
- 12.2.1** such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
- 12.2.2** where, due to an emergency, it has not been possible to provide reasonable notice.
- 12.3** When an Employee is required by the Employer to work overtime the Employee must be compensated in accordance with the appropriate overtime clause where the Employee is covered by the provisions of such a clause.
- 12.4** Where an individual or group of individuals 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 the Employer to address the Employees' concerns.
- 12.5** Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by the Employer, an Employee may refuse overtime work where this would impose personal or family hardship or interfere with the Employee's personal commitments.

PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

13 EMPLOYMENT CATEGORIES AND ENTITLEMENTS

13.1 Basis of Employment

Employees may be employed on:

- 13.1.1** an ongoing basis;
- 13.1.2** a fixed term basis; or
- 13.1.3** a casual basis.

13.2 Usual Place of Work

- 13.2.1** The Employer must determine a usual place or places of work for the Employee.
- 13.2.2** Where the Employer wishes to reassign work to the Employee that will require a change to the work location, two weeks’ notice must be given or a lesser period if agreed between the Employer and the Employee.
- 13.2.3** If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

13.3 Job Information

- 13.3.1** As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for his/her position.
- 13.3.2** A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with **clause 13.7**.
- 13.3.3** The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.
- 13.3.4** The Employer will provide the Employee with a copy of this Determination and information regarding the role of Unions and/or Union delegates under the terms of this Determination.
- 13.3.5** The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about Agency structures and policies within the framework of employment in the VPS. The Employer will ensure that Unions are provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Determination.

13.4 Probationary Period – New Employee

- 13.4.1** The Employer may appoint an Employee or a former Employee who commences employment in the VPS on a probationary basis. A casual Employee cannot be appointed on a probationary basis.
- 13.4.2** The period of probation shall be a reasonable period having regard to the nature of the position but, subject to **clause 13.4.3** shall be no more than three months.

- 13.4.3** If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to his or her conduct or performance and shall provide a written record of such counselling to the Employee. The probationary period may be extended by a period of not more than three months to allow the Employee to address performance issues. The probationary period may also be extended by not more than three months if non-attendance at work limits the Employer's ability to properly assess an Employee.
- 13.4.4** A probationary Employee's employment may be terminated by the Employer during the Employee's probationary period by giving two weeks' notice or two weeks' pay in lieu of notice, subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the Fair Work Regulations 2009). For the avoidance of doubt, any notice period must be given no later than two weeks' prior to the end of the period of probation.
- 13.4.5** Unless the employment is terminated earlier in accordance with **clause 13.4.4**, at the end of the period of probation the Employer shall confirm the Employee's appointment in writing or, in the event that the Employee's conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of two weeks' notice or two weeks' pay in lieu of notice.
- 13.4.6** A person initially employed in an Agency on a fixed term basis who is subsequently employed in that Agency on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.

13.5 Part-Time Employment

- 13.5.1** Provisions relating to salary, leave and all other entitlements contained within this Determination apply to part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.
- 13.5.2** Part-time employment is for not less than three consecutive hours in any day worked except:
- 13.5.2(a)** where the Employee works from home by agreement with the Employer; or
- 13.5.2(b)** in exceptional circumstances with the agreement of the Employee.
- 13.5.3** Part-time employment may be worked only by agreement between the Employee and the Employer, where that agreement includes a roster specifying:
- 13.5.3(a)** the days in each fortnight the Employee will work;
- 13.5.3(b)** the start and finish times on the days which the Employee will work;
- 13.5.3(c)** the number of hours the Employee will work on each day he or she works; and
- 13.5.3(d)** agreed processes for the variation of hours of work.
- 13.5.4** Rostered hours agreed under **clause 13.5.3** shall be considered the Employee's ordinary hours.

13.6 Use of Casual Employment

- 13.6.1** The Employer will not use casual labour for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy or as a means of avoiding obligations under this Determination.

- 13.6.2** In accordance with the principle set out in **clause 13.6.1**, the employment of casuals in all areas covered by this Determination is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.
- 13.6.3** Casual employment will be for not less than three consecutive hours in any day worked except:
- 13.6.3(a)** where the Employee works from home by agreement with the Employer; or
- 13.6.3(b)** in exceptional circumstances.
- 13.6.4** Except as expressly provided for, all other provisions of this Determination apply to casual Employees.

13.7 Use of Fixed Term Employment

- 13.7.1** The Employer will not use fixed term contract positions for the purpose of undermining the job security or conditions of full-time ongoing Employees.
- 13.7.2** In accordance with the principle set out in **clause 13.7.1**, the use of fixed term employment in all areas covered by this Determination is limited to:
- 13.7.2(a)** replacement of Employees proceeding on approved leave;
- 13.7.2(b)** meeting fluctuating client and employment needs and unexpected increased workloads;
- 13.7.2(c)** undertaking a specified task which is funded for a specified period;
- 13.7.2(d)** filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
- 13.7.2(e)** temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
- 13.7.2(f)** filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve months.
- 13.7.3** In other than exceptional or unforeseen circumstances, fixed term appointments to a specific position shall be for a maximum of three years, subject to **clause 46** (Parental Leave).
- 13.7.4** Where a Union or affected Employees identify a fixed term position that does not meet the criteria established in **clauses 13.7.2** or **13.7.3**, the Union or affected Employees will refer such a position to the Employer. If, following a discussion between the Union or affected Employees and the Employer, the status of the position cannot be resolved, then the matter shall be dealt with under **clause 11** (Resolution of Disputes) of this Determination.
- 13.7.5** Where an Employee is posted overseas the limitations on the use of fixed term employment outlined in the above sub-clauses do not apply.

14 TERMINATION OF EMPLOYMENT

14.1 Termination by Employer

- 14.1.1** The provisions of section 117 of the FW Act apply, except where varied by this clause.
- 14.1.2** Subject to this Determination the Employer may only terminate the employment of an Employee for the reasons outlined in section 33 of the *Public Administration Act 2004* (Vic).

14.2 Notice of termination by Employer

14.2.1 In order to terminate the employment of an Employee, other than a casual Employee, the Employer must give to the Employee the following notice period:

Employee's period of continuous service with the Employer	Minimum period of notice
No more than 3 years	2 weeks
More than 3 years	4 weeks

14.2.2 In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

14.2.3 Payment in lieu of the notice will be made if the Employer notifies the Employee that the Employer does not require the Employee to work the entirety of the applicable notice period. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

14.2.4 In calculating any payment in lieu of notice, the Employer shall use the salary an Employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated.

14.2.5 The period of notice in this clause will not apply in the case of dismissal for serious misconduct.

14.3 Employee Resignation

14.3.1 Unless otherwise agreed by the Employer and an Employee, an Employee other than a probationary Employee may resign at any time by giving a minimum of four weeks' written notice to the Employer.

14.4 Abandonment of Employment

If an Employee is absent for more than 20 working days:

14.4.1 in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and

14.4.2 without the permission of the Employer; and

14.4.3 without contacting the Employer to provide an explanation for the absence

the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.

14.5 Statement of Employment

14.5.1 The Employer must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

14.5.2 Where the Employer terminates an Employee's employment, the Employer must, at the Employee's request, provide a written statement of the reasons for dismissal.

14.6 Rights Not Limited

This clause does not limit the rights of Employees to pursue any other legal remedy in respect of termination of employment.

15 COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

- 15.1** If an Employee is required to attend a Coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.
- 15.2** Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.
- 15.3** Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a person, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 15.4** An Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

16 HOME BASED WORK

Home based work arrangements may be agreed between the Employer and an Employee on a case by case basis.

17 REDEPLOYMENT

Redeployment Principles are set out in Schedule A.

18 MANAGEMENT OF UNSATISFACTORY WORK PERFORMANCE

18.1 The purpose of this clause is to:

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

18.2 Application

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

18.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with **clause 19**. Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 19**.

18.4 Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role.

18.5 Procedural fairness to apply

- 18.5.1** The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- 18.5.2** All parties involved in the process will commit to completing it as quickly as practicable.
- 18.5.3** Before commencing formal unsatisfactory work performance processes, the Employer must:
- 18.5.3(a)** tell the Employee the purpose of the meeting;
 - 18.5.3(b)** provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in **clause 18.9** herein;
 - 18.5.3(c)** provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
 - 18.5.3(d)** allow the Employee the opportunity to provide details of any mitigating circumstances.
- 18.5.4** The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 18**.

18.6 Employee representation

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

18.7 Prior to Commencing Process:

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

18.8 Commencing the formal unsatisfactory work performance process

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to formally manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

- 18.8.1(a)** increased supervision;
- 18.8.1(b)** changes to the Employee's performance plan;
- 18.8.1(c)** mentoring;
- 18.8.1(d)** training and professional development;
- 18.8.1(e)** increased feedback; and
- 18.8.1(f)** coaching.

18.9 First stage – formal counselling

- 18.9.1** The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:
- 18.9.1(a)** advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;

- 18.9.1(b)** outline the standard required of the Employee;
- 18.9.1(c)** provide the Employee with an opportunity to respond within a reasonable timeframe; and
- 18.9.1(d)** provide the Employee with an opportunity to improve within a reasonable timeframe.
- 18.9.2** The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- 18.9.3** A record of the formal counselling session will be placed on the Employee's personnel file.
- 18.9.4** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 18.9.1(d)**, the Employer will notify the Employee that:
 - 18.9.4(a)** the formal unsatisfactory work performance process has been completed; and
 - 18.9.4(b)** no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

18.10 Second stage – formal written warning

- 18.10.1** The Employee will be given a formal written warning by the Employer, if:
 - 18.10.1(a)** the Employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 18.9.1(d)**; and/or
 - 18.10.1(b)** the Employee engages in further unsatisfactory work performance.
- 18.10.2** The Employer must:
 - 18.10.2(a)** advise the Employee of the unsatisfactory work performance;
 - 18.10.2(b)** outline the standard required of the Employee; and
 - 18.10.2(c)** provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - 18.10.2(d)** provide the Employee with an opportunity to improve within a reasonable timeframe.
- 18.10.3** The formal written warning must indicate:
 - 18.10.3(a)** the standard expected of the Employee;
 - 18.10.3(b)** where and how the Employee is not meeting this standard; and
 - 18.10.3(c)** the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- 18.10.4** The written warning will be placed on the Employee's personnel file.
- 18.10.5** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 18.10.2(d)**, the Employer will notify the Employee that:
 - 18.10.5(a)** the formal unsatisfactory work performance process has been completed; and

- 18.10.5(b)** no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

18.11 Third stage – final warning

- 18.11.1** The Employee will be given a final written warning by the Employer if
- 18.11.1(a)** the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 18.10.2(d)**; and/or
- 18.11.1(b)** the Employee engages in further unsatisfactory work performance.
- 18.11.2** The Employer must:
- 18.11.2(a)** advise the Employee of the unsatisfactory work performance;
- 18.11.2(b)** outline the standard required of the Employee; and
- 18.11.2(c)** provide the Employee with an opportunity to respond within a reasonable timeframe; and
- 18.11.2(d)** provide the Employee with an opportunity to improve within a reasonable timeframe.
- 18.11.3** The formal written warning must indicate:
- 18.11.3(a)** the standard expected of the Employee;
- 18.11.3(b)** where and how the Employee is not meeting this standard; and
- 18.11.3(c)** the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- 18.11.4** The final written warning will be placed on the Employee's personnel file.
- 18.11.5** If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 18.11.2(d)**, the Employer will notify the Employee that:
- 18.11.5(a)** the formal unsatisfactory work performance process has been completed; and
- 18.11.5(b)** no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

18.12 Determination of unsatisfactory work performance outcome

- 18.12.1** In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 18.9** and **18.10** and on receipt by the Employee of the final written warning in accordance with **clause 18.11**, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.
- 18.12.2** After considering the Employee's performance and response (including any failure to respond in accordance with **clause 18.12.1**), the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.

18.12.3 The possible outcomes are:

18.12.3(a) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range; or

18.12.3(b) termination of the Employee's employment.

18.12.4 The Employer will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

18.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 11** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 18.5** has been complied with in the Employer coming to a decision):

18.13.1 a record of formal counselling;

18.13.2 a formal written warning;

18.13.3 a final written warning;

18.13.4 a notification given to the Employee pursuant to **clauses 18.9.4, 18.10.5** or **18.11.5**; or

18.13.5 a record of unsatisfactory work performance outcome.

18.14 Transitional provisions

The Parties acknowledge that this clause introduces amended processes for the management of under performance in the VPS. The following transitional provisions apply:

18.14.1 new matters must be dealt with under this clause from the date this Determination comes into effect; and

18.14.2 matters commenced but not concluded may continue in accordance with **clause 17** of the 2009 Extended and Varied Version of the Victorian Public Service Agreement 2006.

19 MANAGEMENT OF MISCONDUCT

19.1 The purpose of this clause is to:

19.1.1 establish procedures for managing misconduct or alleged misconduct of an Employee;

19.1.2 provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;

19.1.3 reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and

19.1.4 manage the Employee's performance in accordance with this **clause 19** instead of **clause 18 where** the Employer determines that it would be more appropriate.

19.2 Application

19.2.1 Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to misconduct will be consistent with this clause.

19.2.2 This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

19.3 Meaning of misconduct

19.3.1 For the purposes of this clause, misconduct includes:

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

19.4 Referred matters under clause 18 – management of unsatisfactory work performance

Any matters that have arisen under the management of unsatisfactory work performance process in **clause 18** may be considered in the misconduct process pursuant to this **clause 19**.

19.5 Employee representation

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

19.6 Procedural fairness to apply

- 19.6.1** The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- 19.6.2** All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- 19.6.3** Before commencing the formal processes, the Employer must:
 - 19.6.3(a)** tell the Employee the purpose of the meeting;
 - 19.6.3(b)** provide the Employee with a copy of the formal process to be followed;
 - 19.6.3(c)** provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the formal process commences; and
 - 19.6.3(d)** allow the Employee the opportunity to provide details of any mitigating circumstances.
- 19.6.4** The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 19**.

19.7 Admissions by Employee

- 19.7.1(a)** The Employee may at any stage elect to admit the alleged misconduct.
- 19.7.1(b)** If the Employee admits the alleged misconduct, the Employer may proceed immediately to the determination of the misconduct outcome stage pursuant to **clause 19.11**.

19.8 Directions

- 19.8.1** Where Employee misconduct is alleged, the Employer may do any of the following:
- 19.8.1(a)(i)** make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 19.9**; or
 - 19.8.1(a)(ii)** determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **clause 19.9**;
- and/or
- 19.8.1(a)** direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
 - 19.8.1(b)** direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
 - 19.8.1(c)** suspend the Employee with pay.
- 19.8.2** In the event that the Employer exercises rights under **clause 19.8.1(c)**, the Employer will:
- 19.8.2(a)** review this decision no later than a date which is four weeks after the commencement of the suspension; and
 - 19.8.2(b)** confirm whether the suspension is to continue or is no longer necessary.
- The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 19**.

19.9 Investigation of alleged misconduct

- 19.9.1** As soon as practicable after an allegation of misconduct has been made and the Employer has determined in accordance with **clause 19.8.1(a)(i)** or **clause 19.8.1(a)(ii)** that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.
- 19.9.2** The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.
- 19.9.3** The Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.
- 19.9.4** The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- 19.9.5** The investigation may include:
 - 19.9.5(a)** collecting any relevant materials;
 - 19.9.5(b)** speaking with the Employee;
 - 19.9.5(c)** speaking with any relevant witnesses;
 - 19.9.5(d)** providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
 - 19.9.5(e)** seeking an explanation from the Employee; and
 - 19.9.5(f)** investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

19.9.6 In relation to each allegation of misconduct, the investigator will make findings as to whether:

19.9.6(a) the allegation is substantiated; or

19.9.6(b) the allegation is not substantiated.

19.9.7 Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

19.9.8 Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome.

19.10 Opportunity for response by Employee

19.10.1 As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome.

19.10.2 The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

19.11 Determination of discipline outcome

19.11.1 The Employer will consider:

19.11.1(a) the findings of the investigator; and

19.11.1(b) the recommended discipline outcome; and

19.11.1(c) any response of the Employee (including any admission of misconduct under **clause 19.7**); and

19.11.1(d) any prior disciplinary outcomes,
and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

19.11.2 The possible discipline outcomes are:

19.11.2(a) no action;

19.11.2(b) performance management;

19.11.2(c) formal counselling;

19.11.2(d) formal warning;

19.11.2(e) final warning;

19.11.2(f) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range;

19.11.2(g) transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with **clause 30.10**); or

19.11.2(h) termination of employment.

19.11.3 The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

19.12 Informing Employee who raised allegation of misconduct

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

19.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 11** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 19.6** has been complied with in the Employer coming to a decision):

- 19.13.1** a record of formal counselling;
- 19.13.2** a formal written warning;
- 19.13.3** a final written warning; or
- 19.13.4** a record of discipline outcome.

19.14 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **clause 19** is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this **clause 19** but the Employer may exercise its discretion to do so.

19.15 Transitional provisions

The Parties acknowledge that this clause introduces amended processes for the management of misconduct in the VPS. The following transitional provisions apply:

- 19.15.1** new matters must be dealt with under this clause from the date this Determination comes into effect; and
- 19.15.2** matters commenced but not concluded may continue in accordance with **clause 17** of the 2009 Extended and Varied Version of the Victorian Public Service Agreement 2006.

PART 4 – SALARY AND RELATED MATTERS

20 APPLICATION

- 20.1** **Clauses 21 and 22** of this Determination do not apply to Employees covered by **Schedule D – Non-VPS Aligned Adaptive Structures** (Child Protection Workers, Youth Justice Workers, Forensic Officers and Ministerial Chauffeurs).
- 20.2** The classification and progression arrangements are set out in **clauses 21 and 22** of this Determination.

21 CLASSIFICATIONS AND SALARIES – GENERAL

- 21.1** Positions will be classified within the VPS Structure, or the following adaptive classification structures aligned to it, based on work value:
- Legal Officer
 - Allied Health
 - Science
 - Custodial Officers
 - Housing Services Officer
 - Housing Customer Services Officer
 - Clerk of Courts
 - Sheriff's Officer
 - Community Corrections Officer
 - Fisheries Officer
- 21.1.1** Classifications are divided into Grades and Value Ranges.
- 21.1.2** Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Classification and Value Range Standard Descriptors at **Schedule E** to this Determination.
- 21.2 Movement Between Value Ranges**
- 21.2.1** Employees and/or positions can move between Value Ranges.
- 21.2.2** Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors at **Schedule E** to this Determination.
- 21.3 Classification and Salary on Appointment**
- 21.3.1** Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Classification and Value Range Standard Descriptors at **Schedule E** to this Determination.
- 21.3.2 Qualifications**
- Qualification related salary minimums apply to Fisheries Officers, Community Corrections Officers, Clerk of Courts, Sheriff's Officers, Custodial Officers, Legal, Allied Health, Housing Services Officers, Housing Customer Services Officers, and Science occupational categories. These are set out in the table below and may be varied in individual structures.
- The qualification related salary minimums for mandatory three and four-year degrees apply to professions that are regulated by law (including professional registration).

Qualification	Salary point
Certificate III (Trade qualification)	VPS salary point 2.1.1
Relevant Degree or Diploma	VPS salary point 2.1.5
Certificate IV	VPS salary point 2.1.7
Mandatory 3-year degree.	VPS salary point 2.2.2
Mandatory 4-year degree	VPS salary point 2.2.4

- 21.3.3** In determining whether to recruit an Employee above the base salary point of the relevant Value Range, the Employer will have regard to the following matters:
- 21.3.3(a)** an assessment of whether the existing remuneration of the individual would require paying above the base;
 - 21.3.3(b)** for Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and
 - 21.3.3(c)** the gender equity effects of appointments.
- 21.3.4** The gender equity effects of appointments above the base salary point of the relevant Value Range will be monitored by the State Services Authority over time.

22 PROGRESSION WITHIN A VALUE RANGE

22.1 Progression Steps and Amounts

- 22.1.1** Within each Value Range of Grades 1 to 4 there are progression steps (expressed salary points) as detailed in the table at Schedule B.
- 22.1.2** Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in the table at Schedule B. The progression amounts are expressed in terms of dollars and are common to all Employees within a given Grade/Value Range.
- 22.1.3** Progression steps or amounts within Value Ranges are not points of defined work value. Progression within the salary structure will not be automatic, consistent with wage fixing principles.
- 22.1.4** Progression between progression steps or amounts will occur when an Employee is assessed at his or her annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.

22.2 Performance Cycle and Review

- 22.2.1** The performance cycle is twelve months (1 July to 30 June).
- 22.2.2** The “progression criteria” are to be agreed with each Employee at the start of the performance cycle or upon the Employee’s commencement in a role. The “progression criteria” may be adjusted by agreement during the performance cycle.
- 22.2.3** The “progression criteria” for an individual Employee are to be developed using the performance standards outlined in **clause 22.3 (Performance Standards)**.
- 22.2.4** All Employees can expect informal and formal feedback about their performance throughout the performance cycle with their supervisor or manager.

- 22.2.5** A performance review is undertaken at the end of each performance cycle. The Employee's performance against the "progression criteria" is assessed by their supervisor or manager at that time. Employees must meet all of the elements of their individual performance plan to be eligible for progression.
- 22.2.6** An Employee will be eligible to access progression if an Employee has been in his or her role for 3 months or more, except in the following circumstances:
- 22.2.6(a)** has been appointed on probation under **clause 13.4** and has been in his or her role for less than 6 months at the time the performance review is undertaken.
- 22.2.6(b)** has been appointed to a role with a new Employer and has been in his or her role for less than 6 months at the time the performance review is undertaken.
- 22.2.6(c)** has completed a formal underperformance process or subject to one under **clause 18** at 30 June; or
- 22.2.6(d)** is subject to proven misconduct as per **clause 19** during the course of the performance cycle

22.3 Performance Standards

- 22.3.1** The performance standards detailed below may be weighted and combined, appropriate to the role, to make up an individual Employee's "progression criteria".
- 22.3.2** Performance standards for all Grades are as follows:
- 22.3.2(a)** achieving the performance targets;
- 22.3.2(b)** demonstrating public sector values and behaviours; and
- 22.3.2(c)** applying learning and development.
- 22.3.3** Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.
- 22.3.4** An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points. This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.
- 22.3.5** Central to progression is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

23 CLASSIFICATIONS AND SALARIES – NON-VPS ALIGNED

23.1 Special arrangements are set out in **Schedule D** to this Determination in relation to the following occupational groups that have classification arrangements that are different to the main VPS classification system as set out in this Part 4:

- Child Protection Workers until 4 November 2012
- Child Protection Practitioner (CPP) stream effective from 5 November 2012
- Children, Youth and Families (CYF) stream effective from 5 November 2012
- Youth Justice Workers
- Forensic Officers
- Ministerial Chauffeurs

23.2 Employees will be employed within one of these Grades based on work requirements in accordance with the corresponding Grade and Classification Descriptors set out in **Schedule E** to this Determination.

24 SALARY INCREASES

24.1 Bonus Payment

Employees (other than casual Employees) employed by the Employer at or after the date of commencement of this Determination who received a salary on 1 July 2012, together with Employees absent during the first 52 weeks of **Parental Leave**, will receive a lump sum payment of \$1,500 (or pro rata equivalent for part time Employees).

The Employee's ordinary hours for calculating the pro rata amount will be averaged over the three months immediately preceding 1 July 2012.

24.2 Salary Increases

Employees employed by the Employer at or after the date of commencement of this Determination will receive the following salary increases:

Date of Effect	Percentage Increase
1 July 2012	3.25%
1 January 2013	1.25%
1 July 2013	1.50%
1 January 2014	1.75%
1 July 2014	1.50%
1 January 2015	1.75%
1 July 2015	1.50%

24.3 The salary increases outlined in **clause 24.2** are to apply to the salary ranges set out in Schedule B and the Non-VPS Aligned Classification Structures set out in **Schedule D**.

24.4 Increases to Salary Caps for Certain Entitlements

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at date of commencement of this Determination will be increased by the same increases and from the same operative dates as provided for in **clause 24.2**.

24.5 Allowance adjustment

All work and condition allowances in this Determination will be increased by the same increases and from the same operative dates as provided for in **clause 24.2**.

An exception to this are the entitlements provided in **clause 29.2** and **clause 30.10** in **Section 1** and **clause 1.16** in **Appendix 6**, which will be increased based on the annual rates listed in the relevant table. These annual rates incorporate both July and January increases for the relevant year.

25 CASUAL EMPLOYEES – LOADING

25.1 Employees employed on a casual basis will receive a loading of 25 per cent in addition to the applicable hourly rate of pay as compensation in lieu of any entitlement to the following benefits:

- Public Holidays;
- annual leave and annual leave loading;
- paid parental leave;
- paid compassionate leave;
- paid personal/carer's leave;
- jury service;
- defence reserve leave; and
- accident make-up pay.

26 SUPPORTED WAGE SYSTEM

26.1 The conditions which apply to Employees who, because of a disability, are eligible for a supported wage, are set out in **Schedule F**.

27 PAYMENT OF SALARIES

27.1 Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.

27.2 Where a normal payday 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.

27.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

27.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.

27.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994 (Vic)* as amended from time to time or any successor to that Act.

28 SALARY PACKAGING

- 28.1** An Employee may enter into a salary packaging arrangement with his or her Employer using pre-tax salary in respect of superannuation, a novated lease and/or other approved benefits under State or Federal legislation. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.
- 28.2** All costs associated with salary packaging, including the Employer's reasonable administrative costs, are to be met from the salary of the participating Employee.

29 ALLOWANCES – WORK OR CONDITIONS

29.1 General provisions

- 29.1.1** Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance as set out in this clause.

29.2 First aid allowance

- 29.2.1** Where an Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to perform first aid duties:

29.2.1(a) the Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification;

29.2.1(b) the Employee will be paid an annual allowance payable in fortnightly instalments; and

29.2.1(c) this allowance will be as follows:

Date of Effect	Amount per Annum
1 July 2012	\$512
1 July 2013	\$528
1 July 2014	\$545
1 July 2015	\$558

- 29.2.2** The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

29.3 Higher duties allowance

29.3.1 When does higher duties allowance apply

A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position for a period longer than five consecutive working days. A "higher classified position" includes a position classified at a higher Value Range.

29.3.2 Level of allowance

The level of the allowance shall be in proportion to the extent of the higher duties performed, and shall be calculated on the base of the Grade or Value Range.

29.3.3 Leave while performing higher duties

Paid leave taken during a higher duties assignment shall be paid inclusive of the allowance, provided the Employee resumes the duties of the higher duties position on his/her return from leave.

29.3.4 Progression payments

Where an Employee has been acting in a higher position for a period of twelve months, the Employee shall be eligible for consideration for progression payment for continued performance of the higher duties activities beyond 12 months.

29.4 Language allowance

29.4.1 Where the Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to use their skills in a second language to assist members of the public who have low English proficiency:

29.4.1(a) the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and

29.4.1(b) the Employee will be paid an annual allowance payable in fortnightly instalments as follows:

Date of Effect	1 Jul 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
Language aide accreditation	\$881	\$892	\$905	\$921	\$935	\$951	\$965
Paraprofessional interpreter accreditation	\$1,211	\$1,226	\$1,245	\$1,266	\$1,285	\$1,308	\$1,328
Interpreter accreditation or higher	\$1,651	\$1,672	\$1,697	\$1,726	\$1,752	\$1,783	\$1,810

29.4.2 The Employer will pay the cost of the NAATI pre-testing workshop.

29.4.3 The Employer will also meet the cost of the NAATI test, up to two times per Employee per level of accreditation. The Employee must apply annually for renewal of the allowance.

29.4.4 The Employer will assess the Employee's renewal application to determine whether the Employer still requires the Employee to perform interpreting duties.

29.5 Stand-by/recall allowance

29.5.1 The Employer may require an Employee to be on stand-by outside the ordinary hours of duty of the Employee to perform work away from their usual place or places of work. The Employee may also be required to be recalled to their usual place or places of work.

29.5.2 The Employer will, in consultation with the Employee, establish a roster for stand-by duty.

29.5.3 The Employee may refuse to be on stand-by where this may result in the Employee working hours which are unreasonable having regard to:

29.5.3(a) any risk to the Employee's health and safety;

29.5.3(b) the Employee's personal circumstances including family responsibilities;

29.5.3(c) the needs of the workplace;

29.5.3(d) the notice (if any) given by the Employer of the stand-by and by the Employee of his or her intention to refuse it; and

29.5.3(e) any other relevant matter.

29.5.4 An Employee on stand-by:

29.5.4(a) must be able to be contacted immediately by an agreed means of communication;

29.5.4(b) must be able to travel to their usual place or places of work within a reasonable time;

29.5.4(c) will, if required to be recalled to work, be provided by the Employer with appropriate transport or be reimbursed travel expenses in accordance with **clause 30** of this Determination; and

29.5.4(d) must be fit for duty.

29.5.5 The Employer must pay the following allowance for stand-by duty:

Date of Effect	1 Jul 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
Per night	\$24.25	\$24.55	\$24.95	\$25.35	\$25.75	\$26.20	\$26.60
Per day/night	\$48.95	\$49.55	\$50.30	\$51.20	\$51.95	\$52.85	\$53.65

29.5.5(a) The above allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further following up.

29.5.5(b) All work after the initial limited response to a telephone call or email will be remunerated as overtime in accordance with **clause 34**. Subject to **sub-clause 29.5.5(c)** below, the minimum overtime payment in **clause 34.10** does not apply. Overtime payments will be paid as worked.

29.5.5(c) An Employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in **clause 34.10**.

29.5.6 The stand-by allowance does not apply where stand-by is incorporated into total remuneration or is otherwise compensated.

29.6 Agency specific allowances

Allowances applicable in:

29.6.1 the Department of Justice, are specified in **Appendix 1**;

29.6.2 the Department of Education and Early Childhood Development, are specified in **Appendix 2**;

29.6.3 the Environment Protection Authority, are specified in **Appendix 3**;

29.6.4 the Department of Human Services, are specified in **Appendix 4**;

29.6.5 the Department of Primary Industries, are specified in **Appendix 5**;

29.6.6 the Department of Sustainability and Environment, are specified in **Appendix 6**;

29.6.7 Ministerial Chauffeurs, are specified in **Appendix 7**;

29.6.8 Victoria Police, are specified in **Appendix 8**;

29.6.9 the Department of Transport, are specified in **Appendix 9**;

29.6.10 the Office of Police Integrity, are specified in **Appendix 10**;

29.6.11 the Office of the Governor, are specified in **Appendix 12**; and

29.6.12 the Victorian Commission for Gambling and Liquor Regulation, as specified in **Appendix 13**

30 REIMBURSEMENT OF EXPENSES

30.1 General provisions

30.1.1 The Employer will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.

30.1.2 The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.

30.1.3 The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

30.2 Allowable expenses

Allowable expenses include:

30.2.1 travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and

30.2.2 expenses incurred in using private mobile and home phones in accordance with **clause 30.3**; and

30.2.3 expenses incurred in using private vehicles in accordance with **clause 30.4**.

30.3 Private mobile and home phone use

30.3.1 An Employee required to use his/her private mobile phone or home phone in the course of their employment will be reimbursed for work-related calls under their plan.

30.3.2 The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.

30.3.3 Following use, the Employee must submit an itemised statement of the calls made and their cost.

30.4 Private motor vehicle use

30.4.1 An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.

30.4.2 The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

30.4.3 Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

30.4.4 The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

30.5 Expense claims

30.5.1 An Employee must submit to the Employer official receipts substantiating allowable expenses incurred by the Employee as soon as practical after incurring the expense, except where the Employee uses his/her own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with **clause 30.4.3**.

30.5.2 A declaration from the Employee that the expense was incurred may be accepted by the Employer if the official receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if the Employer and the Employee agree that the obtaining of a receipt was impractical.

30.6 The Employer will pay the Employee money owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than two pay periods after the Employee submits a claim.

30.7 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

30.8 Agency-specific reimbursement arrangements

30.8.1 The reimbursement of meal and travel expenses for Employees in Victoria Police will be in accordance with **clause 1 of Appendix 8**.

30.9 Excess Travelling Time

An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

30.10 Permanent relocation of usual place of work

30.10.1 Subject to **clause 30.10.4**, an Employee who is required by the Employer to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Determination.

30.10.2 The payments in **clause 30.10.3** will be as follows:

Date of Effect	Payment
1 July 2012	\$ 1,192
1 July 2013	\$ 1,228
1 July 2014	\$ 1,268
1 July 2015	\$ 1,298

30.10.3 The allowance(s) will be paid on the following basis:

30.10.3(a) an allowance in accordance with **clause 30.10.2** for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and

30.10.3(b) a further equivalent allowance in accordance with **clause 30.10.2** for each additional 30 minutes or 30 kilometres or part thereof.

30.10.4 An exception to this is that no such allowance will be paid where the total additional distance to be travelled is ten kilometres or under.

30.11 Residential Relocation principles

30.11.1 Where the Employer considers that it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

30.11.1(a) up to three days' paid leave associated with the relocation; and

30.11.1(b) reimbursement of reasonable expenses associated with the relocation as per **clause 30.12**.

30.12 Reasonable relocation expenses

30.12.1 Relocation expenses include reasonable expenses directly incurred by the Employee and his or her family as a result of:

30.12.1(a) the journey to the new location, including meals and accommodation;

30.12.1(b) removal, storage and insurance; and

30.12.1(c) selling and purchasing of a comparable residence.

31 SUPERANNUATION

31.1 The Employee, regardless of age, will be offered by the Employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (Cth) (unless they are a member of a Victorian exempt public sector superannuation scheme). The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth).

PART 5 – HOURS OF WORK AND RELATED MATTERS

32 HOURS OF WORK

32.1 This clause does not apply to Shift Workers whose ordinary hours of work are set out in **clause 33 (Ordinary Hours of Work)**.

32.1.1 The ordinary hours of work for each Employee, except for casual or part-time Employees, will average 76 (exclusive of meal breaks), to be worked over an average of no more than ten days per fortnight.

32.2 Spread of Hours

32.2.1 Flexible Arrangement of Hours of Work: The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

32.2.2 Arrangement of Hours:

32.2.2(a) The actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the days or hours of duty. Agreement to such alteration shall not be unreasonably withheld, taking into account the personal/family circumstances of the Employee, and the work requirements of the Employer. In the absence of agreement, the aggrieved party may utilise the dispute procedure in **clause 11 (Resolution of Disputes)**.

32.2.2(b) The Employer must not require an Employee to:

32.2.2(b)(i) perform ordinary hours of work outside the times of 7.00am to 7.00pm on any weekday (the "span of hours"); or

32.2.2(b)(ii) perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

32.2.2(c) In determining the days and hours of duty, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

32.3 Agency-specific hours of work arrangements

The ordinary hours of work for Employees engaged as Ministerial Chauffeurs are specified at **Appendix 7**.

33 SHIFT WORK

33.1 What is Shift Work

33.1.1 Shift Work is when an Employee is required to perform rostered ordinary hours of work averaging 76 hours per fortnight, except for Custodial Officers in the Custodial Officers Structure whose ordinary hours of work may be up to 80 hours per fortnight over a roster cycle, subject to **clause 3 of Appendix 1**. Ordinary hours of work must include as part of a regular pattern or regular roster cycle:

33.1.1(a) a Saturday; or

33.1.1(b) a Sunday; or

33.1.1(c) a Public Holiday, or

33.1.1(d) an afternoon/night shift.

- 33.1.2** For the purpose of this **clause 33**:
- 33.1.2(a)** Afternoon shift for other than a part-time shift Employee in **clause 33.1.2(c)** below means a period of duty rostered to commence on or after 10.00am and before 8.00pm;
- 33.1.2(b)** Night shift for other than a part-time shift Employee in **clause 33.1.2(c)** below means a period of duty rostered to commence on or after 8.00pm and before 6.00am;
- 33.1.2(c)** Afternoon or Night shift for a part-time Employee means a period of duty rostered to commence on or after 6.00pm and before 8.00am.
- 33.1.3 Agency-specific rostering arrangements**
Rostering arrangements for Shift Workers employed in:
- 33.1.3(a)** the Victorian Commission for Gambling and Liquor Regulation, are specified in **clause 4 of Appendix 13**;
- 33.1.3(b)** the Emergency and Security Management Unit in the Department of Education and Early Childhood Development, are specified in **clause 1 of Appendix 2**; and
- 33.1.3(c)** Up to 4 November 2012, Youth Justice Workers in the Department of Human Services are specified in **clause 26 of Appendix 4**.
- 33.1.3(d)** From 5 November 2012, Child Protection Practitioners [Child Protection Practitioners (CPP) stream and Children Youth and Families (CYF) stream] and Youth Justice Workers in the Department of Human Services are specified in **clause 21 and clause 26 of Appendix 4**.

33.2 What shift allowances are paid

Except where otherwise compensated (listed in **clause 33.2.7** below), the following shift allowances will be paid to a Shift Worker:

- 33.2.1 Saturday (except a Public Holiday)**
An additional allowance at the rate of 50 per cent of the appropriate hourly rate for each hour of duty.
- 33.2.2 Sunday (except a Public Holiday)**
An additional allowance at the rate of 100 per cent of the appropriate hourly rate for each hour of duty.
- 33.2.3 Public Holiday**
- 33.2.3(a)** An additional allowance at the rate of 150 per cent of the appropriate hourly rate for each hour of duty.
- 33.2.3(b)** Instead of the payment in **clause 33.2.3(a)**, the Employee may, with the agreement of the Employer, be paid an additional allowance at the rate of 50 per cent of the appropriate hourly rate for each hour of duty, and be granted one day's leave in lieu of such holiday.
- 33.2.4 Afternoon or Night shift Monday to Friday inclusive (except Public Holidays)**
An additional allowance at the rate of 15 per cent of the appropriate hourly rate for each hour of duty; and
- 33.2.4(a)** When required to perform such duty continuously for a period exceeding four weeks on a shift:
- 33.2.4(a)(i)** commencing before 8.00pm and continuing beyond 6.00am;
- 33.2.4(a)(ii)** falling wholly within the hours of 8.00pm and 6.00am; or

- 33.2.4(a)(iii)** commencing between 8.00pm and midnight and lasting for at least 8 hours
- 33.2.5** an additional allowance at the rate of 15 per cent of the appropriate hourly rate for each hour of duty in addition to the allowance specified in **clause 33.2.4** above. This additional payment will not apply where, but for mutual agreement, the Shift Worker would be required to work rotating shift duty.
- 33.2.6** For the purpose of computing Shift Work allowances, a shift that finishes on the day after it commenced will be paid at the Shift Work allowance applicable for the day upon which the majority of the Shift Work is worked.
- 33.2.7 Agency-specific shift allowances**
Shift allowances for Shift Workers employed:
- 33.2.7(a)** in the Victorian Commission for Gambling and Liquor Regulation, are specified at **clause 4 of Appendix 13**; and
- 33.2.7(b)** in the Department of Human Services, are specified at **clause 2** and from 5 November 2012 **clause 17 of Appendix 4**.
- 33.3 Substitute leave for Public Holidays**
- 33.3.1** Where the nature of the employment of Shift Workers does not permit the observance of Public Holidays as they occur, substituted leave will be granted by the Employer. For part-time Shift Workers, payment for a Public Holiday granted as a day's leave will be made only in respect of those Public Holidays on which the part-time Shift Workers would have worked had there been no Public Holiday.
- 33.3.2** A Shift Worker who is rostered to perform ordinary duty on a Public Holiday but who is on paid leave on that day will be granted one day's leave in lieu of the Public Holiday.
- 33.3.3** A Shift Worker whose rostered day off duty falls on a Public Holiday will be granted one day's leave in lieu of such holiday.
- 33.3.4** A Shift Worker may, with the agreement of the Employer, receive payment in lieu for up to eleven days per annum of any substituted leave accrued in accordance with **clause 33.3** of this Determination.
- 33.3.5** The Employer may authorise payment in lieu of additional substituted leave in extenuating circumstances or to reduce the outstanding balance of accruals of leave owing to Shift Workers. In either case payment in lieu of leave may only occur with the agreement of the Employer and relevant Shift Worker.
- 33.4 Alteration to roster arrangements**
- 33.4.1** The Employer may change the Shift Work roster following consultation with the affected Shift Workers.
- 33.4.2** Changes to the roster will take into consideration both the operational requirements of the Employer and the personal requirements of the affected Shift Workers to ensure that such changes are implemented in a smooth and harmonious manner.
- 33.4.3** Where the Employer proposes to change the character of the Shift Work roster (such as an alteration to the number of days worked in any roster cycle), at least 14 days' notice will be provided prior to the implementation of the Shift Work roster to allow any objection to be raised which goes to the character of the Shift Work roster consultation with the affected Shift Workers.
- 33.4.4** The Employer may change the Shift Work roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.

- 33.4.5** A Shift Worker may request the Employer approve a change to rostered Shift Work times by giving to the Employer 48 hours' written notice of the proposed change
- 33.4.6** The Employer must display a roster for Shift Workers in a convenient area fourteen days prior to the effective date.

34 OVERTIME

34.1 Overtime means the hours worked at the direction of the Employer, which are:

- in addition to an Employee's ordinary daily hours of work on any day established in accordance with **clause 32**; or
- for Shift Workers, in addition to an Shift Worker's rostered ordinary hours of work, as defined by **clause 33.1**.

34.2 Department of Primary Industries and Department of Sustainability and Environment

Overtime arrangements for Employees in of the Department of Primary Industries and the Department of Sustainability and Environment are detailed in **Appendices 5 and 6** respectively.

34.3 Reasonable Hours of Work

34.3.1 Subject to **clause 34.3.2** an Employer may require an Employee to work reasonable overtime at overtime rates.

34.3.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- 34.3.2(a)** any risk to the Employee's health and safety;
- 34.3.2(b)** the Employee's personal circumstances including family responsibilities;
- 34.3.2(c)** the needs of the workplace;
- 34.3.2(d)** the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- 34.3.2(e)** any other relevant matter.

34.4 Requirement to pay overtime

34.4.1 An Employee who works overtime must be paid at the appropriate overtime rate specified in **clauses 34.6** and **34.7** below. Exceptions are provided at **clause 34.5** below.

34.4.2 An Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in **clause 34.8** below.

34.5 Exceptions

Clause 34.4 does not apply to Employees:

- 34.5.1** classified as Grade 5 or higher; or
- 34.5.2** classified at the nearest equivalent salary level to Grade 5 in any adaptive classification structures; or
- 34.5.3** who are part-time Employees working less than 38 hours a week, who are not Shift Workers and are subject to overtime conditions contained in **clause 34.11**; or
- 34.5.4** subject to different Agency-specific overtime conditions (see **clause 34.14**); or
- 34.5.5** where overtime compensation is incorporated into total remuneration or a commuted overtime allowance is paid (as per **Appendices 1, 2, 4, 5, 7, 8, 10, 12 and 13**).

34.6 Overtime – Rates of payment

Where an Employee is paid for overtime work pursuant to **clause 34.4** the following overtime rates will be paid:

34.6.1 Monday to Saturday (except Public Holidays)

Time and a half of the ordinary rate for the first three hours, and double time for the rest of the overtime.

34.6.2 Sunday (except Public Holidays)

Double the ordinary rate.

34.6.3 Public Holidays

34.6.3(a) Monday to Friday, when the time worked does not exceed the normal daily hours of duty, the rate will be time and a half of the ordinary rate additional to the ordinary time being paid for the Public Holiday.

34.6.3(b) Monday to Friday, when the time worked is in excess of the normal daily hours of duty, 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.

34.6.3(c) Saturday or Sunday, when no other day is declared or prescribed as a Public Holiday and is considered to be the holiday, at the rate of double time and a half of the ordinary rate.

34.6.3(d) In addition to **clauses 34.6.3(a)** , **34.6.3(b)** and **34.6.3(c)** the following applies:

34.6.3(d)(i) Where an Employee, who is normally required to perform rostered time of ordinary duty on a day which is a Public Holiday,

34.6.3(d)(i)(1) performs ordinary duty on that day; and

34.6.3(d)(i)(2) performs work outside the normal hours of duty on that day, payment for the work performed outside the normal hours of duty will be at the rate of double time and a half of the ordinary rate.

34.6.3(d)(i) Where a rostered day off duty of an Employee who is normally required to perform rostered time of ordinary duty on days which may be Public Holidays,

34.6.3(d)(i)(1) falls on a Public Holiday; and

34.6.3(d)(i)(2) the Employee is required to perform duty on the rostered day off,

payment will be at the rate of double time and a half of the ordinary rate.

34.7 Overtime –Calculation formulae

34.7.1 The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee’s salary or the highest pay point within Grade 3, Value Range 1 as follows:

34.7.1(a) Time and a half rate –

Fortnightly Salary	x	<u>3</u>
Fortnightly ordinary hours of duty		2

34.7.1(b) Double time rate –

Fortnightly Salary	x	<u>2</u>
Fortnightly ordinary hours of duty		1

34.8 Overtime – Rate of accrual for time in lieu of payment

- 34.8.1** Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:
 - 34.8.1(a)** in the case of overtime worked Monday to Friday – on an hour for hour basis; and
 - 34.8.1(b)** in the case of overtime worked on weekends or Public Holidays – two hours of time in lieu per hour worked.

34.9 How does time in lieu apply

- 34.9.1** Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.
- 34.9.2** Time in lieu may accumulate to a maximum of 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). Any Employee who has accumulated 38 hours of time in lieu (or 40 hours time in lieu if the Employee's ordinary hours of duty average 80 hours per fortnight) must be paid overtime for any additional overtime hours worked.
- 34.9.3** By agreement, the Employee may convert 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) of accrued time in lieu to one additional week of converted leave, to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. By agreement, all or any part of the accumulated converted leave may be paid out.
- 34.9.4** Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

34.10 Overtime – minimum period

- 34.10.1** 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.
- 34.10.2** An exception is Custodial Officers in Corrections Victoria, who must be paid (unless time in lieu is agreed) for a minimum of four hours when they are either recalled to duty or on stand-alone overtime.

34.11 Overtime – staff working less than 38 hours a week

- 34.11.1** A part-time Employee, other than a Shift Worker, must be compensated for overtime in accordance with **clause 34.4** for work performed:
 - 34.11.1(a)** after 38 hours has been worked in any week; or
 - 34.11.1(b)** outside the span of hours in **clause 32**.
- 34.11.2** Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in **clause 33**, will be compensated at the Employee's ordinary rate. Additional hours compensated at the part-time Employee's ordinary rate will count as service for leave accrual.
- 34.11.3** In the Department of Human Services Rural After Hours Child Protection Service, compensation for overtime worked by part-time Employees who are recalled to duty when on stand-by in accordance with **clause 10.2** and **15.2 of Appendix 4** without needing to meet the requirements of **34.11.1** and **34.11.2**.

34.12 Overtime – Meal Payment

- 34.12.1** An Employee who is required to work a period of overtime which:
 - 34.12.1(a)** is immediately before or immediately after a scheduled period of ordinary duty and is more than two hours; or
 - 34.12.1(b)** does not immediately follow or immediately precede a scheduled period of ordinary duty and which either;

34.12.1(b)(i) includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or

34.12.1(b)(ii) where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours;

must be paid the meal payment set out in **clause 34.12.2** below.

34.12.2 The meal payment payable to an Employee required to work overtime is in accordance with the categories set out in **clause 34.12.3** and the rates of payment set out in **clause 34.12.4** below.

34.12.3 The categories of meal payments are:

34.12.3(a) In the case where the duration of the overtime includes the period between 6.00pm and 7.00pm:

34.12.3(a)(i) Category A – where an Employee takes a meal break of one hour at any time prior to completing the overtime; or

34.12.3(a)(ii) Category B – where an Employee either takes a meal break of less than one hour but not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

34.12.3(b) In all other cases, Category C will be paid where the Employee either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

34.12.4 The rates of payment for an Employee required to work overtime and entitled to a meal payment under this **clause 34.12** are:

Date of Effect	1 Jul 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
Category A	23.00	23.30	23.65	24.10	24.45	24.85	25.25
Category B	15.80	16.00	16.25	16.50	16.75	17.05	17.30
Category C	17.15	17.35	17.60	17.90	18.20	18.50	18.80

34.13 Rest Period After Overtime

34.13.1 Except in an emergency, an Employee must not be required to perform:

34.13.1(a) a further period of overtime duty; or

34.13.1(b) a period of ordinary duty; or

34.13.1(c) a further period of scheduled stand-by duty

where:

34.13.1(c)(i) either the Employee has not been provided with an eight hour rest period between the time of completion of one period of duty and the commencement of the next; or

34.13.1(c)(ii) the Employee has not been provided with an eight hour rest period within the preceding 24 hours from the time of the commencement of the stand-by duty.

34.13.2 The Employer must not make a deduction from normal salary where an Employee is released from normal duty to enable the Employee to observe a rest break set out above.

- 34.13.3** An Employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime compensation in accordance with this Determination for all time worked until a rest period of at least eight hours continuous duration is taken.

34.14 Agency-Specific Overtime Arrangements

Agency-specific overtime arrangements in relation to:

- 34.14.1** Sheriff's Office in the Department of Justice, are specified at **Appendix 1**;
- 34.14.2** Rest period after working overtime for Employees in the Department of Human Services After Hours Child Protection Service, are specified at **clause 11 of Appendix 4** until 4 November 2012 and in **clause 16 of Appendix 4** from 5 November 2012;
- 34.14.3** Youth Justice Workers in the Department of Human Services, are specified at **clause 26 of Appendix 4**;
- 34.14.4** Child, Youth and Family (CYF) workers in Secure Welfare Service in the Department of Human Services are specified at **clause 21 of Appendix 4** from 5 November 2012.
- 34.14.5** Ministerial Chauffeurs are specified at **Appendix 7**; and
- 34.14.6** Office of Police Integrity are specified at **Appendix 10**.

35 MEAL BREAKS

- 35.1** The Employer will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number and starting and finishing times of meal breaks will be specified.
- 35.2** Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and the Employer otherwise agree. The length of the meal interval must be at least thirty minutes.
- 35.3** If for operational or emergency reasons the Employee is required to remain on duty, he or she may arrange to take meals during their hours of duty without a specific meal break.
- 35.4** Where agreement cannot be reached as specified in **clause 35.2** and the Employee is required by his or her supervisor to work through their meal break in accordance with **clause 35.3**, time in lieu or payment for overtime will be approved in accordance with this Determination.
- 35.5** If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

36 CHILDCARE

Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

PART 6 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

37 LEAVE OF ABSENCE – GENERAL

37.1 Commuted allowances – Payment during leave

Where commuted allowances apply pursuant to **Section II**, the following provisions shall apply in relation to payment of such allowances during periods of leave:

- 37.1.1** Commuted stand-by allowances shall be paid during periods of long service leave, annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year and shall be included for calculation of pay in lieu of long service leave.
- 37.1.2** Commuted overtime allowances shall be paid during periods of annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year, but shall not be paid during periods of long service leave or included in calculation of pay in lieu of long service leave.

37.2 Standard day for approved leave purposes

For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7.6 hours. Where an alternative arrangement of days and hours is worked leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

37.3 Agency-specific arrangements

Agency-specific arrangements in relation to:

- 37.3.1** the payment of commuted allowances during leave in the Sheriff's Office in the Department of Justice, are specified at **clause 7 of Appendix 1**;
- 37.3.2** leave in the Department of Human Services, are specified at **clause 4 of Appendix 4**.

38 ANNUAL LEAVE

- 38.1** An Employee, other than a casual Employee, is entitled to four weeks' paid annual leave for each year of employment. The entitlement accrues on a daily basis.
- 38.2** An Employee may only take the leave they have accrued, unless otherwise provided in this clause or agreed.
- 38.3** Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they are accrued and at a time convenient to the needs of the Employer and Employee. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave.
- 38.4** An Employee may request that the whole or any the part of their annual leave be taken at half pay for a period equal to twice the period to which Employee would otherwise be entitled.
- 38.5** An Employee, who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement, will be paid an amount equal to the unused annual leave entitlement and any unpaid annual leave allowance. Any annual leave allowance payable pursuant to this **clause 38.5** shall be calculated in accordance with **clause 38.9**.
- 38.6** A Shift Worker whose rostered Shift Work time of ordinary duty includes at least ten Sundays during the annual leave accrual year will be entitled to an additional one week's annual leave.
- 38.7** A Shift Worker whose rostered Shift Work time of ordinary duty includes less than ten Sundays during the annual leave accrual year will be entitled to additional leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.

- 38.8** A Shift Worker entitled to an additional week of annual leave may elect to take that fifth week's leave as an additional week's pay in lieu of the additional leave. Where the Shift Worker elects to receive the additional week's salary in lieu of the leave, and the Employer approves that election, the Shift Worker shall be paid one week's salary at his or her ordinary rate of pay. Pro-rata payment would apply if the Shift Worker would not have been entitled to a full week's leave. There is no entitlement to any additional payment in respect of an annual leave allowance where a Shift Worker elects to receive the additional week's salary in lieu of the leave.
- 38.9** Subject to **clause 38.10**, each Employee who takes annual leave is entitled to be paid in addition to his or her salary the greater of the following two amounts:
- 38.9.1** an annual leave allowance at the rate of 17.5 per cent of the Employee's salary for the period of annual leave including leave credited under **clause 38.6** or **38.7**; or
- 38.9.2** an annual leave allowance equal to any additional payments to which the Employee would be entitled for shift, Saturday or Sunday duty which the Employee would be required to perform if he or she was not proceeding on annual leave.
- 38.10** The maximum allowance payable under **clause 38.9** will not exceed an amount calculated in respect of a salary at the top of Grade 4.
- 38.11 Agency-specific annual leave arrangements**
Agency-specific arrangements in relation to:
- 38.11.1** accrual of leave by Senior Medical Advisors in the Department of Human Services are specified in **clause 39.2** of **Appendix 4**.
- 38.11.2** accrual of leave by Senior Medical Advisors in the Department of Health are specified in **clause 2.2** of **Appendix 11**.
- 39 CASHING OUT OF ANNUAL LEAVE**
- 39.1** Within six months of the date of commencement of this Determination, an Employee may elect to cash out part of their accrued annual leave entitlement in accordance with this clause and the FW Act.
- 39.2** An Employee is only entitled to elect to cash out part of their accrued annual leave entitlement if all of the following criteria are met:
- 39.2.1** the Employee has an entitlement to more than four weeks of annual leave and elects to cash-out all or any of their accrued annual leave entitlement in excess of four weeks;
- 39.2.2** the Employee provides the Employer with a written request signed by the Employee electing to cash out a specified amount of the Employee's accrued annual leave entitlement; and
- 39.2.3** the Employer receives the request from the Employee within six months of the date of commencement of this Determination.
- 39.3** Upon receiving the Employee's written request pursuant to **clause 39.2.2**, the Employer will enter into a written agreement with the Employee to cash out the specified accrued annual leave entitlement.
- 39.4** Leave will be paid at the Employee's ordinary rate of pay and must be processed at the earliest opportunity and no later than the first pay period after six months of the date of commencement of this Determination.
- 39.5** Payment of excess annual leave entitlements includes payment of any applicable annual leave allowances set out in **clause 38.9**.

39.6 There is no entitlement for an Employee to enter into a written agreement to cash out part of their accrued annual leave entitlement after six months of the date of commencement of this Determination. .

40 PURCHASED LEAVE

40.1 Notwithstanding any other provision of this Determination, an Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

40.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under **clause 40.1**:

40.2.1 the Employee will receive additional converted 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)

The above does not preclude an Employee and the Employer from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than eight weeks.

40.2.2 the Employee will receive a salary equal to the period worked (e.g. 46 weeks, 49 weeks) which will be spread over a 52 week period; and

40.2.3 accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.

40.3 The Employer will endeavour to accommodate Employee requests for arrangements under this clause. Where such requests are granted, the Employer will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

40.4 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

41 INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS

41.1 Upon report by a Registered Medical Practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

41.2 Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, themself or other persons, the Employer may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a Registered Medical Practitioner. Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee must be regarded as personal/carer's leave.

42 PUBLIC HOLIDAYS

42.1 Where the nature of the employment of Employees permits the observance of Public Holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

42.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

42.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

42.1.3 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

42.1.4 When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

42.1.5 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

42.2 Department of Human Services – Employee who works Christmas Day, Boxing Day or New Year's Day

42.2.1 Notwithstanding **clause 42.1**, an Employee in the Department of Human Services, other than a casual Employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be:

42.2.1(a) paid at the appropriate holiday rate; and

42.2.1(b) if such an Employee also works on the substituted day or days, he or she shall be paid at the ordinary time rate on this day or these days.

42.2.2 If the Employee works on the substituted day and not the declared Public Holiday, the Employee shall receive Public Holiday entitlements for working the substituted day. The Employee shall only receive the benefit for either the declared Public Holiday or the substituted day contingent on the day worked.

42.2.3 For the purpose of this **clause 42.2**, "ordinary time" means the amount the Employee would normally receive for working on that particular day, including any Shift Work allowance and/or overtime payment and/or other payment which would normally apply.

42.3 Melbourne Cup Day Substitution

Where, outside the Melbourne Metropolitan area, a Public Holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a Public Holiday in lieu of Melbourne Cup Day.

42.4 Additional or Substituted Public Holidays

- 42.4.1** Where in the whole or part of the State of Victoria, additional or substituted Public Holidays are declared or prescribed on days other than those set out in **clauses 42.1** and **42.3**, those days shall constitute additional or substituted holidays for the purpose of this Determination for Employees who have their place of principal employment in a municipality to which the additional or substituted Public Holiday applies.

42.5 Substitution of Public Holiday

- 42.5.1** An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- 42.5.2** An Employee may by agreement with his or her Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

43 PERSONAL/CARER'S LEAVE

43.1 Amount of paid personal/carer's leave

- 43.1.1** An Employee, other than a casual Employee, is entitled to paid personal/carer's leave when they are absent because of:
- 43.1.1(a)** personal illness or injury; or
 - 43.1.1(b)** personal illness or injury of an Employee's immediate family or household member who requires the Employee's care or support; or
 - 43.1.1(c)** an unexpected emergency affecting an Employee's immediate family or household member.
- 43.1.2** A full time Employee is entitled to paid personal/carer's leave of 114 hours (120 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). A part-time Employee is entitled to a pro-rata amount of paid personal/carer's leave based on the part-time Employee's hours of work.
- 43.1.2(a)** Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.
 - 43.1.2(b)** Employees appointed for a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.
 - 43.1.2(c)** Leave without pay will not count as service for personal/carer's leave accrual purposes.
 - 43.1.2(d)** Unused paid personal/carer's leave accumulates from year to year.
 - 43.1.2(e)** Accrued personal/carer's leave will not be paid out on termination of employment.
- 43.1.3** In this **clause 43**, the term "immediate family" means
- 43.1.3(a)** a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
 - 43.1.3(b)** a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

43.2 Payment for personal/carer's leave

An Employee, other than a casual Employee, who takes paid personal/carer's leave, is entitled to be paid at his or her Salary rate of pay for their ordinary hours of work in the period during which the personal/carer's leave is taken.

43.3 Notice

43.3.1 An Employee must give his or her Employer notice of the taking of personal/carer's leave under this clause. The notice:

43.3.1(a) must advise the Employer of the period, or expected period, of the leave; and

43.3.1(b) must be given to the Employer as soon as practicable, which may be a time after the personal/carer's leave has started.

43.4 Documentary Evidence Requirements

43.4.1 Personal leave

In the case of personal leave, the Employee must provide the Employer with a medical certificate from a Registered Practitioner.

43.4.2 Carer's leave

43.4.2(a) In the case of carer's leave, the Employee must provide the Employer with appropriate documentary evidence.

43.4.2(b) The form of evidence required by the Employer will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or statutory declaration stating the condition of the person concerned and that this condition requires the Employee's care or support or other relevant documentary evidence.

43.4.3 Registered Practitioner means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist.

43.5 Exception

43.5.1 An Employee entitled to take personal/carer's leave for the purposes set out in **clause 43.1.1** may, subject to **clauses 43.5.2 and 43.5.3**, take up to an aggregate of 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or equivalent pro-rata amount accrued personal/carer's leave in each year of employment without having to provide the Employer with the documentary evidence required by **clause 43.4**.

43.5.2 If the period of absence referred to in **clause 43.5.1** is for a continuous period exceeding 22.8 hours (24 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), the Employee must provide appropriate documentary evidence to the Employer as set out in **clause 43.4**.

43.5.3 Despite **clause 43.5.1**, the Employee may be required to provide appropriate documentary evidence as required by the Employer in accordance with **clause 43.4**.

43.6 Further medical certificates or documentary evidence

- 43.6.1** The Employer may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS.
- 43.6.2** The Employer may require that an Employee provide further documentary evidence to the satisfaction of the Employer where an Employee has been on carer's leave for at least two weeks including evidence stating the condition of the person concerned and that this condition requires the continued care or support of the Employee.

43.7 Employee's incapacity to undertake duties

If the Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical certificate from an independent Registered Practitioner. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS.

43.8 Failure to provide relevant documentary evidence

- 43.8.1** Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave under this clause.

43.9 Absence on Public Holidays

- 43.9.1** If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that Public Holiday.
- 43.9.2** Despite **clause 43.9.1**, a Shift Worker credited with substitute leave in accordance with **clause 33.3** who is rostered to perform ordinary duty on a Public Holiday and who takes paid personal/carer's leave on that day or part of that day, will be taken to be on paid personal/carer's leave.

43.10 Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Employer, take unpaid personal leave. The Employer will require that the Employee provide documentary evidence to support the unpaid personal leave to the satisfaction of the Employer.

43.11 Unpaid carer's leave

- 43.11.1** An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in **clauses 43.1.1(b)** or **43.1.1(c)** providing the Employee complies with the notice and evidence requirements outlined in **clause 43.4.2**. The Employer and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take up to two days unpaid carer's leave per occasion.
- 43.11.2** Alternatively, the Employee may, with the consent of the Employer, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

43.12 Casual Employees – Caring responsibilities

- 43.12.1** Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 43.12.2** The Employer and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for up to two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.
- 43.12.3** A casual Employee must comply with the notice and evidence requirements outlined in this **clause 43**.

44 MILITARY SERVICE SICK LEAVE

- 44.1** Where the Employer is satisfied that an illness of an Employee with at least six months paid continuous service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth), including:
- 44.1.1** operational service; or
- 44.1.2** peacekeeping service; or
- 44.1.3** hazardous service,
- the Employee will be credited with 114 hours special leave with pay for each year of service with the VPS from the conclusion of the Employee's operational, peacekeeping or hazardous service.
- 44.2** Leave under this clause will be cumulative to a maximum of 760 hours.
- 44.3** This leave is in addition to personal leave under **clause 43**.
- 44.4** The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner as specified in **clause 43.4.1**.
- 44.5** For each period of special leave taken, the Employee must comply with the notice and evidence requirements outlined in **clause 43**.

45 COMPASSIONATE LEAVE

45.1 Definition

In this clause the Employee's immediate family means:

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

45.2 Amount of compassionate leave

- 45.2.1** An Employee, other than a casual Employee, is entitled to up to three days paid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:
- 45.2.1(a)** contracts or develops a personal illness that poses a serious threat to his or her life;

- 45.2.1(b)** sustains a personal injury that poses a serious threat to his or her life; or
45.2.1(c) dies,
each of which constitutes a permissible occasion for the purposes of this **clause 45**.
- 45.2.2** An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- 45.2.2(a)** to spend time with the member of the Employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury referred to in **clause 45.2.1**; or
- 45.2.2(b)** after the death of a member of the Employee's immediate family or household referred to in **clause 45.2.1**.
- 45.2.3** An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.
- 45.2.4** Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- 45.3 Payment for Compassionate Leave (other than for casual Employees)**
- 45.3.1** An Employee, other than a casual Employee, who takes paid compassionate leave, is entitled to be paid at his or her salary for ordinary hours of work in the period in which the compassionate leave is taken.
- 45.4 Unpaid Compassionate Leave**
- 45.4.1** An Employee, including a casual Employee may take unpaid compassionate leave by agreement with the Employer.
- 45.4.2** In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days per permissible occasion in relation to the death of an extended family member.
- 45.5 Notice and Evidence Requirements**
- 45.5.1** An Employee who is taking compassionate leave under this clause must give notice to the Employer "as soon as practicable" (which may be at a time after the compassionate leave has started) and must advise the Employer of the period, or expected period, of the compassionate leave.
- 45.5.2** An Employee must provide the Employer with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner (as that term is defined in **clause 43.4.3**), a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of the Employer.
- 45.5.3** The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.
- 46 PARENTAL LEAVE**
- 46.1** Subject to the terms of this clause Employees are entitled to:
- 46.1.1** paid and unpaid maternity leave;
- 46.1.2** paid and unpaid paternity/partner leave;
- 46.1.3** paid and unpaid adoption leave;
- and to work part-time in connection with the birth or adoption of a child;
- 46.1.4** paid permanent care leave; and
- 46.1.5** unpaid grandparent leave.
- 46.2** The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

46.3 The Employer must not fail to re-engage a casual Employee because:

46.3.1 the Employee or Employee's spouse is pregnant; or

46.3.2 the Employee is or has been immediately absent on parental leave.

46.4 The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

46.5 Definitions

For the purposes of this clause:

46.5.1 Eligible Casual Employee means a casual Employee:

46.5.1(a) employed by the Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for a continuing period of employment during a period of at least twelve months; and

46.5.1(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of continuous employment.

46.5.2 Continuous Service is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).

46.5.3 Child means a child of the Employee under school age except for adoption of an eligible child where eligible child means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

46.5.4 Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

46.6 Basic Entitlement

46.6.1 Employees who have, or will have, completed at least twelve months paid Continuous Service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an Eligible Casual Employee, shall be entitled to unpaid parental leave for a period not exceeding 52 weeks.

46.6.2 Leave entitlements available are summarised in the following table:

Type of parental leave	Paid parental leave	Unpaid parental leave	Total combined paid and unpaid parental leave
Maternity leave (where Employee has completed at least twelve months paid Continuous Service)	14 weeks	38 weeks if primary care giver	52 weeks
Maternity leave (where Employee has completed less than twelve months paid Continuous Service)	0 weeks	52 weeks if primary care giver	52 weeks
Parental leave (where Employee is an Eligible Casual Employee)	0 weeks	52 weeks if primary care giver	52 weeks
Paternity/partner	2 weeks	50 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	14 weeks	38 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks
Permanent care leave	14 weeks if primary care giver		14 weeks if primary care giver
Grandparent leave	0 weeks	52 weeks if primary care giver	52 weeks if primary care giver

46.7 Recognised Prior Service

46.7.1 Any service where the Employee was employed:

46.7.1(a) by a public entity under the *Public Administration Act 2004* (Vic); or

46.7.1(b) under Part 6 of the *Public Administration Act 2004* (Vic); or

46.7.1(c) as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic),

immediately prior to the Employee's employment with the Employer will be recognised as service for the purposes of paid parental leave.

46.8 Employee Couple – Concurrent Leave

46.8.1 Subject to **clause 46.12.1(a)** below, except where otherwise agreed 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:

46.8.1(a) in the case of paid paternity/partner leave an Employee shall be entitled to a total of ten days paid leave (which need not be taken consecutively) and up to three weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced one week prior to the expected date of birth; and

46.8.1(b) in the case of short adoption leave for the secondary care giver, one week's paid leave and up to two weeks' unpaid leave which may be commenced at the time of placement.

46.9 Maternity Leave

- 46.9.1** An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 46.9.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) – at least ten weeks;
- 46.9.1(b)** of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- 46.9.2** When the Employee gives notice under **clause 46.9.1(a)** above the Employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 46.9.3** 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 presumed date.
- 46.9.4** Subject to **clause 46.6** above and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within 14 weeks immediately prior to the expected date of birth.
- 46.9.5** Where an Employee continues to work within a six week period immediately prior to the expected date of birth of the child or is on paid leave under **clause 46.15.2**, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties. The Employer may require the Employee to start maternity leave if the Employee:
- 46.9.5(a)** does not give the Employer the requested certificate within seven days after the request; or
- 46.9.5(b)** within seven days after the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit to work.
- 46.9.6** Personal/Carer's Leave and Special Maternity Leave
- 46.9.6(a)** Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- 46.9.6(a)(i)** Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with the relevant personal/carer's leave provisions;
- 46.9.6(a)(ii)** Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under **clause 46.6** and thereafter, to unpaid special maternity leave.
- 46.9.6(b)** Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy, the Employee may take any paid sick leave to which she is entitled and/or unpaid personal/carer's leave in accordance with the relevant personal/carer's leave provisions.
- 46.9.7** Where leave is granted under **clause 46.9.4** above, during the period of leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.

46.10 Paternity/Partner Leave

- 46.10.1** An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- 46.10.1(a)** a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - 46.10.1(b)** written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and
 - 46.10.1(c)** a statutory declaration stating:
 - 46.10.1(c)(i)** except in relation to leave taken simultaneously with the child's mother under **clause 46.8.1(a)**, **clause 46.8.1(b)** or **clause 46.12.1(a)**, that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
 - 46.10.1(c)(ii)** particulars of any period of maternity leave sought or taken by his or her spouse; and
 - 46.10.1(c)(iii)** that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
- 46.10.2** The Employee will not be in breach of **clause 46.10.1** above 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.

46.11 Adoption leave

- 46.11.1** The Employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 46.11.2** The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 46.11.3** The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
- 46.11.3(a)** Where a placement notice is received within the period of eight weeks after receiving the placement approval notice – before the end of that eight week period; or
 - 46.11.3(b)** Where a placement notice is received after the end of the period of eight weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 46.11.4** As a general rule, the Employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 46.11.5** Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

- 46.11.5(a)** that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
 - 46.11.5(b)** except in relation to leave taken simultaneously with the eligible child's other adoptive parent under **clause 46.8.1(a)** or **clause 46.8.1(b)**, that the Employee is seeking adoption leave to become the primary care-giver of the child;
 - 46.11.5(c)** particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - 46.11.5(d)** that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
 - 46.11.6** An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
 - 46.11.7** Where the placement of an eligible child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
 - 46.11.8** An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of an eligible child, the death of a spouse, or other compelling circumstances.
 - 46.11.9** An Employee seeking to adopt an eligible child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- 46.12 Right to Request**
- 46.12.1** An Employee entitled to parental leave pursuant to the provisions of **clause 46.6** may request the Employer to allow the Employee:
 - 46.12.1(a)** to extend the period of simultaneous unpaid parental leave provided for in **clause 46.8.1(a)** or **46.8.1(b)** up to a maximum of eight weeks;
 - 46.12.1(b)** to extend the period of unpaid parental leave provided for in **clause 46.6** by a further continuous period of unpaid leave not exceeding twelve months;
 - 46.12.1(c)** to return from a period of parental leave on a part-time basis until the child or eligible child reaches school age,
 to assist the Employee in reconciling work and parental responsibilities.
 - 46.12.2** The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.
 - 46.12.3** It is agreed that the limitation in **clause 13.7** on the use of fixed term employment to replace the Employee does not apply in this case.

46.12.4 Employee's Request and Employer's Decision to be in Writing

The Employee's request under **clause 46.12.1** and the Employer's decision made under **clause 46.12.2** must be recorded in writing. The Employer's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

46.12.5 Request to Return to Work Part-time

Where an Employee wishes to make a request under **clause 46.12.1(c)**, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

46.13 Variation of Period of Parental Leave

Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under **clauses 46.6** and **46.12.1(b)** the Employee may apply to the Employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements. The total period of parental leave must not extend beyond 24 months, comprising twelve months for leave taken under **clause 46.6** and any additional leave taken under **clause 46.12.1(b)**. The notice must specify the new end date of the parental leave.

46.14 Parental Leave and Other Entitlements

46.14.1 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 46.12**.

46.14.2 Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

46.14.3 An Employee who reduces the time fraction she works to better cope during pregnancy will not have her subsequent paid maternity leave reduced accordingly.

46.14.4 Unpaid parental leave under **clauses 46.6, 46.12** or **46.22** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

46.15 Transfer to a Safe Job

46.15.1 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 the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.

46.15.2 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

46.15.2(a) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

46.15.2(b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

46.15.3 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

46.16 Returning to Work after a Period of Parental Leave

46.16.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

46.16.2 Subject to **clause 46.16.3**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 46.15** above, the Employee will be entitled to return to the position they held immediately before such transfer.

46.16.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

46.17 Replacement Employees

46.17.1 A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.

46.17.2 Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

46.18 Consultation and Communication during Parental Leave

46.18.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

46.18.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

46.18.1(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

46.18.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

46.18.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 46.18.1**.

46.19 Permanent Care Leave

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

46.20 Pre-Natal Leave

- 46.20.1** In addition to the maternity leave and personal/carer's leave provisions of this Determination, an Employee other than a casual Employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.
- 46.20.2** The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.
- 46.20.3** On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

46.21 Half Pay Provision

The Employer may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

46.22 Extended Family Leave

- 46.22.1** If after exhausting all leave entitlements stipulated in **clauses 46.6** and **46.12**, an Employee who is the primary care giver may apply for unpaid Extended Family Leave, as an extension of maternity, adoption or paternity/partner Leave. The total amount of leave, inclusive of maternity, adoption or paternity/partner leave cannot exceed seven years.
- 46.22.2** The Employee must make an application for Extended Family Leave each year.
- 46.22.3** An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- 46.22.4** Upon return to work the Employer may reallocate the Employee to other duties.

46.23 Grandparent Leave

- 46.23.1** An Employee is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the:
- 46.23.1(a)** birth of a grandchild of the Employee; or
- 46.23.1(b)** adoption of a grandchild of the Employee.
- 46.23.2** An Employee is only entitled to grandparent leave if they are or will be the primary caregiver of a grandchild.

46.24 Commonwealth Paid Parental Leave Payments

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

47 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 47.1** In accordance with and pursuant to section 65 of the FW Act, an Employee who is a parent or has responsibility for the care of a child may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child is:
- 47.1.1** under school age; or
- 47.1.2** under 18 and has a disability.

48 LEAVE TO ATTEND ALCOHOL & DRUG OR PROBLEM GAMBLING REHABILITATION PROGRAM

48.1 An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

48.1.1 the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;

48.1.2 the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and

48.1.3 in the case of an alcohol or drug addiction, a Registered Practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or

48.1.4 in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

48.2 On production of proof of attendance at an approved rehabilitation program in accordance with **clause 48.1**, an Employee may be granted leave as follows:

48.2.1 An Employee who has completed two years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

48.2.2 An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

48.3 For the purpose of this clause, Registered Practitioner has the same meaning as set out in **clause 43.4.3**.

49 CULTURAL & CEREMONIAL LEAVE

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

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

49.3 Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

49.3.1 connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or

49.3.2 for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

49.4 Ceremonial leave granted under this **clause 49** is in addition to compassionate leave granted under **clause 45**.

50 LONG SERVICE LEAVE

50.1 Basic Entitlement

50.2 An Employee is entitled to 495.6967 hours (three months) long service leave with pay for each period of ten years' paid full-time Continuous Service in the VPS. An Employee who is a part-time Employee for the purposes of **clause 13.5** is entitled to long service leave on a pro rata basis calculated on the number of ordinary hours worked. The entitlement is 521.786 hours for Employees whose ordinary hours of work average 80 hours per fortnight.

50.3 Meaning of Continuous Service for casual Employees

For the purposes of this clause, a reference to Continuous Service in respect of a casual Employee has the same meaning as that set out in section 62A of the *Long Service Leave Act 1992* (Vic).

50.4 Pro-rata access

An Employee is entitled to access their long service leave entitlement, on a pro-rata basis, after an initial seven years of paid Continuous Service.

50.5 Payment of outstanding entitlement on termination

An Employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement will be entitled to an amount equal to the unused long service leave entitlement.

50.6 Holidays During Leave

Where a Public Holiday occurs during a period of long service leave granted to an Employee, the Public Holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

50.7 Eligible Period of Service

50.7.1 In **clause 50.7** "eligible period of service" in relation to an Employee means the period of Continuous Service between four years and seven years.

50.7.2 An Employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the Employee's eligible period of service in the VPS if:

50.7.2(a) on account of age or ill health:

50.7.2(a)(i) the Employee retires or is retired; or

50.7.2(a)(i) the employment of the Employee is terminated by the Employer; or

50.7.2(b) the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or

50.7.2(c) the Employee dies.

50.8 Period of Leave

50.8.1 An Employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work. For the avoidance of doubt, but subject to operational requirements, an Employee may take long service leave of one day.

50.8.2 Notwithstanding **clause 50.8.1** above, the Employer and the Employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.

50.8.3 After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

50.9 Time of Taking Leave

The Employer may determine the time for granting long service leave so that the Employer's operations will not be unduly affected by the granting of long service leave to numbers of Employees at or about the same time.

50.10 Recognised Service

50.10.1 In **clause 50.10.2** an "authority" means an authority, whether incorporated or not, that is constituted:

50.10.1(a) by or under a law of a State, the Commonwealth or a Territory of Australia; and

50.10.1(b) for a public purpose.

50.10.2 Subject to **clause 50.10.3** the following will be recognised as service in the VPS for the purposes of long service leave ("Recognised Service"):

50.10.2(a) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or

50.10.2(b) any service with a public entity under the *Public Administration Act 2004* (Vic); or

50.10.2(c) any service with a local governing body that is established by or under a law of Victoria.

Notwithstanding the above, the Employer may recognise any service with:

50.10.2(c)(i) a public sector authority; or

50.10.2(c)(ii) a local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia.

50.10.3 Service for the purpose of long service leave does not include any period of service:

50.10.3(a) which preceded a continuous gap in approved Recognised Service of greater than twelve months other than:

50.10.3(a)(i) an absence of three years or less in the nature of retirement occasioned by disability; or

50.10.3(a)(ii) an absence of two years or less which in the opinion of the Employer was caused by special circumstances; or

50.10.3(b) during any absence from duty on maternity, paternity/partner or adoption leave without pay; or

50.10.3(c) except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or

50.10.3(d) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 1985* (Vic) or any corresponding previous enactment, other than the first twelve months of that period; or

50.10.3(e) which followed the date on which a pension under the *State Superannuation Act 1988* (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding twelve months during which a pension under section 83A(1) of that Act (or similar provision applying to Employees of a declared authority) was paid; or

50.10.3(f) from which the Employee was dismissed for disciplinary reasons.

- 50.10.4** An Employee who has received a Targeted Separation Package from the Victorian Public Sector will, on re-employment in the VPS, have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than twelve months.
- 50.10.5** An Employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised on re-employment in the VPS.
- 50.10.6** An application for the recognition of prior service under **clause 50.10** must be made within six months of an Employee's starting date in the VPS.

50.11 Payment for Leave

- 50.11.1** In computing the pay of an Employee for or in lieu of long service leave, that pay includes:
- 50.11.1(a)** if the Employee is receiving salary maintenance, that salary maintenance; and
- 50.11.1(b)** any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and
- 50.11.1(c)** any annual allowance payable to the Employee which the Employer determines should be included, but does not include:
- 50.11.1(c)(i)** any payment of overtime, commuted overtime or Shift Work allowances; or
- 50.11.1(c)(ii)** any travelling or transport allowance; or
- 50.11.1(c)(iii)** any allowance in the nature of reimbursement of expenditure.

- 50.12** Nothing in this **clause 50** entitles an Employee to long service leave (or payment for long service leave) in respect of a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from an employer other than the Employer or for which the Employee has received long service leave (or a payment in respect of long service leave) from any Employer.

51 EXTENDED LEAVE SCHEME

- 51.1** At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80 per cent of the salary they would otherwise be entitled to receive in accordance with this Determination.
- 51.2** On completion of the fourth year, the Employee will be entitled to twelve months leave and will receive an amount equal to 80 per cent of the salary they were entitled to in the fourth year of deferment.
- 51.3** Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.
- 51.4** If the Employer agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

52 DEFENCE RESERVE LEAVE

- 52.1** An Employee required to complete Defence Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.
- 52.2** The Employee will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

52.3 Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during his or her ordinary hours of work is below the Employee's VPS salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

52.4 Preservation of prior entitlement

For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

53 JURY SERVICE

53.1 An Employee required to attend for jury service under the *Juries Act 2000 (Vic)* is entitled to leave with pay for the period during which his or her attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.

53.2 Any payment made to the Employee in accordance with the *Juries Act 2000 (Vic)* for serving as a juror during his or her ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

54 LEAVE FOR BLOOD DONATIONS

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every twelve weeks.

55 LEAVE TO ENGAGE IN VOLUNTARY EMERGENCY MANAGEMENT ACTIVITIES

55.1 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave with pay for:

55.1.1 time when the Employee engages in the activity;

55.1.2 reasonable travelling time associated with the activity; and

55.1.3 reasonable rest time immediately following the activity.

55.2 The Employee must advise the Employer as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

55.3 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

55.4 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

56 LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES

56.1 An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:

56.1.1 Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

56.1.2 Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month.

56.2 An Employee who is elected to a committee of management of a community organisation may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

56.2.1 Chair or President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

56.2.2 Committee Member – up to three hours per fortnight, or where special occasions arise, six hours per month.

57 PARTICIPATION IN SPORTING EVENTS

Leave with pay up to a maximum of two weeks in any two year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.

58 STUDY LEAVE

58.1 The Employer may grant to any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.

58.2 An Employee may be granted sufficient paid leave to enable travel to and attendance of up to seven hours of classroom activity or related project work per week.

58.3 The Employer may grant additional leave with or without pay as considered necessary.

58.4 An Employee may be granted up to five days' paid leave per annum as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved under **clause 58.1**.

58.5 An Employee completing an accredited course through the submission of major project work may be entitled to five days leave per annum for the purposes of finalising such project work.

59 LEAVE WITHOUT PAY

59.1 An Employee may be granted leave without pay by the Employer for any purpose.

59.2 Unless otherwise provided for in this Determination, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

PART 7– OCCUPATIONAL HEALTH AND SAFETY

60 ACCIDENT MAKE-UP PAY

60.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985(Vic)*, the Employee will, except where otherwise provided in **clause 60.2** below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

60.1.1 An exception to **clause 60.1** is an employee classified as a Ministerial Chauffeur who will be entitled to accident make-up pay equivalent to his or her normal salary and the commuted overtime allowance, less the amount of weekly compensation payments.

60.2 Payment – maximum entitlement

60.2.1 The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), unless employment ceases.

60.2.2 An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or when employment ceases or when the benefits payable under the *Accident Compensation Act 1985 (Vic)* cease.

60.2.3 The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

60.3 For the avoidance of doubt, an Employee may, with the Employer’s consent, take annual leave, long service leave or substituted leave (in accordance with **clause 33.3**) whilst receiving accident make up pay.

61 OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

61.1 Objectives

61.1.1 This Determination acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.

61.1.2 The Determination commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their health and safety representatives, of management systems and procedures designed to, so far as is practicable to:

61.1.2(a) identify, assess and control workplace hazards;

61.1.2(b) reduce the incidence and cost of occupational injury and illness; and

61.1.2(c) provide a rehabilitation system for Employees affected by occupational injury or illness.

61.1.3 OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

61.2 OH&S consultation

- 61.2.1** Consultative mechanisms appropriate to each Agency will be established to address OH&S issues. Such mechanisms will be:
- 61.2.1(a)** in accordance with the Victorian *Occupational Health and Safety Act 2004*;
 - 61.2.1(b)** established in consultation with Employees and their health and safety representatives; and
 - 61.2.1(c)** consistent with the Employer's agreed issue resolution procedures and the rights and functions of health and safety representatives, consistent with the *Occupational Health and Safety Act 2004*(Vic).
- 61.2.2** Where an OH&S committee is established at least half the members shall be Employees, including health and safety representatives.
- 61.2.3** The OH&S committee must operate within the requirements of the *Occupational Health and Safety Act 2004* (Vic).

61.3 OH&S training

- 61.3.1** Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures.
- 61.3.2** The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

61.4 Designated Work Groups

- 61.4.1** In each Agency the parties at the local level will review the Designated Work Groups (DWGs), and negotiate revised DWGs where appropriate through workplace Union/management consultative structures.
- 61.4.2** The parties at the central level will establish instructions for the conduct of the reviews of DWGs at the local level.
- 61.4.3** Unions will be notified of vacancies for health and safety representatives in DWGs where the majority of DWG Employees are eligible to be members of a Union.
- 61.4.4** Each elected health and safety representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a health and safety representative, including but not limited to regularly inspecting workplaces (as defined by their DWG), consulting with Employees in their DWGs, OH&S representatives and other persons involved in the organising of Employees' health, safety and welfare.
- 61.4.5** The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected health and safety representatives for identified DWGs. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- 61.4.6** To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a central register or local registers of DWG's and their health and safety representatives. The register will be maintained by the Employer from information provided on a quarterly basis from each region/workplace.

- 61.4.7** Information from the updated register(s) will be provided periodically (quarterly) in electronic format to a Union. The information provided will be in accordance with the *Information Privacy Act 2000* (Vic). Where possible, this information will include:
- 61.4.7(a)** a description, including the location, of each DWG within each Agency;
- 61.4.7(b)** the name of each elected health and safety representative, their workplace contact details and email address;
- 61.4.7(c)** the date the health and safety representative was elected;
- 61.4.7(d)** a description of the training the health and safety representative has attended and the date of attendance;
- 61.4.7(e)** the name and contact details of the nominated management representative responsible for each DWG;
- 61.4.7(f)** details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

61.5 Bullying and violence at work

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

61.6 Employee support & debriefing

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

62 INDUSTRIAL RELATIONS/OCCUPATIONAL HEALTH AND SAFETY TRAINING

- 62.1** In order to encourage co-operative workplace relations and facilitate the operation of this Determination, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect the operations of the Agency in which the Employee is employed.

- 62.2** The Employee may be granted the leave specified in **clause 62.1** where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.
- 62.3** An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.
- 62.4** An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training organisation of his or her choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this **clause 62.4** must only be granted to an Employee on one occasion and is additional to any other leave granted under this clause.
- 62.5** Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the *Occupational Health and Safety Act 2004*(Vic), which is relevant to the functions of the DWG.
- 63 FACILITIES, EQUIPMENT AND ACCOMMODATION – GENERAL**
- 63.1** The Employer 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 to this Determination.
- 63.2** The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.
- 63.3** Guidelines setting out the recommended standards are contained in the WorkSafe's *Workplace Amenities and Work Environment Compliance Code* and the *First Aid in the Workplace Compliance Code*. The Guidelines do not form part of this Determination.

PART 8 – DETERMINATION COMPLIANCE AND UNION RELATED MATTERS

64 PROTECTION AND FACILITIES FOR ACCREDITED CPSU REPRESENTATIVES

64.1 Protection

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

64.1.2 An Employer party to this Determination shall not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

64.2 Facilities

64.2.1 An Accredited Representative of a Union shall be released by his or her Employer from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions including, but not limited to, investigating any alleged breach of this Determination, endeavouring to resolve any dispute arising out of the operation of this Determination, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the FW Act. Such release must not unduly affect the operations of the Agency in which the Employee is employed.

64.2.2 Members of a Union shall be permitted by the Employer to post written material authorised by a Union in a place within the workplace to which members of that Union have convenient access, and to distribute such written material by appropriate means to Union members.

64.2.3 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union, provided that such communication is not offensive or improper.

64.3 Employee Representation on CPSU SPSF Victorian Branch Council

64.3.1 Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the CPSU will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.

64.3.2 Additional paid leave will be granted to employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:

64.3.2(a) Federal Executive and Federal Council meetings of the CPSU; and

64.3.2(b) the Australian Council of Trade Unions' triennial conference.

64.3.3 On application, the Employer shall grant leave without pay to an Employee for the purposes of secondment to work for a Union.

65 RIGHT OF ENTRY

- 65.1** For the purposes of ensuring compliance with this Determination and the FW Act, an official of a Union who has been issued with an entry permit by FWA pursuant to section 512 of the FW Act will be permitted access to the workplace provided he/she complies with the provisions set out in Part 3-4 of the FW Act.
- 65.2** A permit holder may only enter the workplace for the purposes permitted by and in compliance with the provisions of Part 3-4 of the FW Act.
- 65.3** Subject to **clauses 65.1** and **65.2** a permit holder may enter the premises and shall adhere to the principles that he/she must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

SCHEDULE A – REDEPLOYMENT

The redeployment policy will be based on the following principles:

1. The redeployment of surplus Employees wherever practical and consistent with the application of merit;
2. Surplus Employees have priority to be placed in vacancies that occur within the VPS, unless the surplus Employee is determined to be unsuitable for appointment to that vacancy by the prospective employing Agency;
3. The placement of surplus Employees be managed at Agency level, the redeploying Agency to provide individualised case management and support, including counselling, provision of job search skills, liaison and retraining to assist in achieving placements;
4. Processes to be consistent with the application of the principles of fair and reasonable treatment and merit selection;
5. Unplaced surplus Employees to have access to departure packages only after a reasonable period;
6. Retrenchment and payment of a separation package to be used as an action of last resort where redeployment within a reasonable period does not appear likely;
7. Where a vacancy exists for which a redeployee is suitable and is the only candidate or the best candidate amongst redeployees, a valid offer will be made. A valid offer involves an offer of duties to a suitably qualified Employee (which may be at the same or different level or status or the same or different general location as the Employee's previous employment);
8. Redeployees will have priority access to vacancies both at the Employee's classification level and below their classification level and, where appropriate, will be provided with salary maintenance;
9. Relinquishing Agencies will provide support to redeployees being placed in alternative positions utilising high quality and professional expertise; and
10. Redeployees will actively engage in the redeployment process.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

SCHEDULE B: SALARIES – VPS

Effective 1 July 2012

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$38,415	\$40,780	1.1.1	\$38,415
					1.1.2	\$39,203
					1.1.3	\$39,992
					1.1.4	\$40,780
	2	2.1	\$42,096	\$48,077	2.1.1	\$42,096
					2.1.2	\$42,949
					2.1.3	\$43,804
					2.1.4	\$44,660
					2.1.5	\$45,513
					2.1.6	\$46,369
					2.1.7	\$47,222
					2.1.8	\$48,077
		2.2	\$48,930	\$54,059	2.2.1	\$48,930
					2.2.2	\$49,786
					2.2.3	\$50,640
					2.2.4	\$51,495
					2.2.5	\$52,348
					2.2.6	\$53,205
	3	3.1	\$55,241	\$61,158	3.1.1	\$55,241
					3.1.2	\$56,425
					3.1.3	\$57,608
					3.1.4	\$58,791
					3.1.5	\$59,974
					3.1.6	\$61,158
		3.2	\$62,340	\$67,073	3.2.1	\$62,340
					3.2.2	\$63,524
					3.2.3	\$64,708
					3.2.4	\$65,890
4	4.1	\$68,388	\$77,593	4.1.1	\$68,388	
				4.1.2	\$69,923	
				4.1.3	\$71,456	
				4.1.4	\$72,989	
				4.1.5	\$74,525	
				4.1.6	\$76,059	
				4.1.7	\$77,593	
Senior Officer	5	5.1	\$ 78,908	\$ 87,189		
		5.2	\$ 87,190	\$ 95,472		
	6	6.1	\$ 96,787	\$113,154		
		6.2	\$113,155	\$129,520		
Senior Technical Specialist	7	7.1	\$131,461	\$147,237		
		7.2	\$147,240	\$163,013		
		7.3	\$163,013	\$178,788		

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 January 2013

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$38,895	\$41,289	1.1.1	\$38,895
					1.1.2	\$39,693
					1.1.3	\$40,492
					1.1.4	\$41,289
	2	2.1	\$42,622	\$48,678	2.1.1	\$42,622
					2.1.2	\$43,486
					2.1.3	\$44,351
					2.1.4	\$45,218
					2.1.5	\$46,082
					2.1.6	\$46,948
					2.1.7	\$47,813
					2.1.8	\$48,678
		2.2	\$49,542	\$54,734	2.2.1	\$49,542
					2.2.2	\$50,408
					2.2.3	\$51,273
					2.2.4	\$52,139
					2.2.5	\$53,002
					2.2.6	\$53,870
	3	3.1	\$55,931	\$61,923	3.1.1	\$55,931
					3.1.2	\$57,130
					3.1.3	\$58,328
					3.1.4	\$59,525
					3.1.5	\$60,723
					3.1.6	\$61,923
		3.2	\$63,120	\$67,912	3.2.1	\$63,120
					3.2.2	\$64,318
					3.2.3	\$65,517
					3.2.4	\$66,714
4	4.1	\$69,242	\$78,563	4.1.1	\$69,242	
				4.1.2	\$70,797	
				4.1.3	\$72,349	
				4.1.4	\$73,902	
				4.1.5	\$75,456	
				4.1.6	\$77,010	
				4.1.7	\$78,563	
Senior Officer	5	5.1	\$ 79,894	\$ 88,279	\$2,395	
		5.2	\$ 88,280	\$ 96,666		
	6	6.1	\$ 97,996	\$114,568	\$3,024	
		6.2	\$114,569	\$131,139		
Senior Technical Specialist	7	7.1	\$133,104	\$149,077	\$4,967	
		7.2	\$149,080	\$165,051		
		7.3	\$165,051	\$181,023		

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 July 2013

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$39,479	\$41,909	1.1.1	\$39,479		
					1.1.2	\$40,288		
					1.1.3	\$41,099		
					1.1.4	\$41,909		
	2	2.1	2.1	\$43,262	\$49,408	2.1.1	\$43,262	
						2.1.2	\$44,138	
						2.1.3	\$45,017	
						2.1.4	\$45,896	
						2.1.5	\$46,773	
						2.1.6	\$47,652	
						2.1.7	\$48,530	
						2.1.8	\$49,408	
		2.2	2.2	2.2	\$50,285	\$55,555	2.2.1	\$50,285
							2.2.2	\$51,165
							2.2.3	\$52,042
							2.2.4	\$52,921
							2.2.5	\$53,797
							2.2.6	\$54,678
	3	3.1	3.1	\$56,770	\$62,851	3.1.1	\$56,770	
						3.1.2	\$57,987	
						3.1.3	\$59,203	
						3.1.4	\$60,418	
						3.1.5	\$61,634	
		3.2	3.2	3.2	\$64,066	\$68,930	3.2.1	\$64,066
							3.2.2	\$65,282
							3.2.3	\$66,499
							3.2.4	\$67,714
							3.2.5	\$68,930
4	4.1	4.1	\$70,281	\$79,742	4.1.1	\$70,281		
					4.1.2	\$71,859		
					4.1.3	\$73,435		
					4.1.4	\$75,010		
					4.1.5	\$76,588		
					4.1.6	\$78,165		
					4.1.7	\$79,742		
Senior Officer	5	5.1	\$ 81,093	\$ 89,604		\$2,431		
		5.2	\$ 89,605	\$ 98,116				
	6	6.1	\$ 99,466	\$116,287		\$3,070		
		6.2	\$116,288	\$133,106				
Senior Technical Specialist	7	7.1	\$135,101	\$151,313		\$5,041		
		7.2	\$151,316	\$167,527				
		7.3	\$167,527	\$183,738				

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 January 2014

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$40,170	\$42,642	1.1.1	\$40,170		
					1.1.2	\$40,993		
					1.1.3	\$41,818		
					1.1.4	\$42,642		
	2	2.1	2.1	\$44,019	\$50,273	2.1.1	\$44,019	
						2.1.2	\$44,910	
						2.1.3	\$45,804	
						2.1.4	\$46,699	
						2.1.5	\$47,591	
						2.1.6	\$48,486	
						2.1.7	\$49,379	
						2.1.8	\$50,273	
		2.2	2.2	2.2	\$51,165	\$56,528	2.2.1	\$51,165
							2.2.2	\$52,060
							2.2.3	\$52,953
							2.2.4	\$53,847
							2.2.5	\$54,739
							2.2.6	\$55,635
	3	3.1	3.1	\$57,764	\$63,951	3.1.1	\$57,764	
						3.1.2	\$59,002	
						3.1.3	\$60,239	
						3.1.4	\$61,476	
						3.1.5	\$62,713	
						3.1.6	\$63,951	
		3.2	3.2	3.2	\$65,187	\$70,137	3.2.1	\$65,187
							3.2.2	\$66,425
							3.2.3	\$67,663
							3.2.4	\$68,899
4	4.1	4.1	\$71,511	\$81,137	4.1.1	\$71,511		
					4.1.2	\$73,116		
					4.1.3	\$74,720		
					4.1.4	\$76,323		
					4.1.5	\$77,929		
					4.1.6	\$79,533		
					4.1.7	\$81,137		
Senior Officer	5	5.1	\$ 82,512	\$ 91,172		\$2,473		
		5.2	\$ 91,173	\$ 99,833				
	6	6.1	\$101,207	\$118,322		\$3,123		
		6.2	\$118,323	\$135,435				
Senior Technical Specialist	7	7.1	\$137,465	\$153,961				
		7.2	\$153,964	\$170,458		\$5,129		
		7.3	\$170,458	\$186,953				

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 July 2014

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$40,772	\$43,282	1.1.1	\$40,772
					1.1.2	\$41,608
					1.1.3	\$42,446
					1.1.4	\$43,282
	2	2.1	\$44,679	\$51,027	2.1.1	\$44,679
					2.1.2	\$45,584
					2.1.3	\$46,491
					2.1.4	\$47,400
					2.1.5	\$48,305
					2.1.6	\$49,214
					2.1.7	\$50,120
					2.1.8	\$51,027
		2.2	\$51,932	\$57,375	2.2.1	\$51,932
					2.2.2	\$52,841
					2.2.3	\$53,747
					2.2.4	\$54,654
	3	3.1	\$58,630	\$64,911	3.1.1	\$58,630
					3.1.2	\$59,887
					3.1.3	\$61,143
					3.1.4	\$62,398
					3.1.5	\$63,654
					3.1.6	\$64,911
		3.2	\$66,165	\$71,189	3.2.1	\$66,165
					3.2.2	\$67,421
					3.2.3	\$68,678
					3.2.4	\$69,933
					3.2.5	\$71,189
					3.2.6	\$72,444
4	4.1	\$72,584	\$82,354	4.1.1	\$72,584	
				4.1.2	\$74,213	
				4.1.3	\$75,841	
				4.1.4	\$77,468	
				4.1.5	\$79,097	
				4.1.6	\$80,726	
				4.1.7	\$82,354	
Senior Officer	5	5.1	\$ 83,749	\$ 92,539		\$2,511
		5.2	\$ 92,540	\$101,330		
	6	6.1	\$102,725	\$120,097		\$3,170
		6.2	\$120,098	\$137,467		
Senior Technical Specialist	7	7.1	\$139,527	\$156,271		\$5,206
		7.2	\$156,274	\$173,015		
		7.3	\$173,015	\$189,758		

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 January 2015

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$41,486	\$44,039	1.1.1	\$41,486		
					1.1.2	\$42,337		
					1.1.3	\$43,188		
					1.1.4	\$44,039		
	2	2.1	2.1	\$45,461	\$51,920	2.1.1	\$45,461	
						2.1.2	\$46,382	
						2.1.3	\$47,305	
						2.1.4	\$48,229	
						2.1.5	\$49,150	
						2.1.6	\$50,075	
						2.1.7	\$50,997	
						2.1.8	\$51,920	
		2.2	2.2	2.2	\$52,841	\$58,380	2.2.1	\$52,841
							2.2.2	\$53,766
							2.2.3	\$54,688
							2.2.4	\$55,611
							2.2.5	\$56,532
							2.2.6	\$57,457
	3	3.1	3.1	\$59,656	\$66,046	3.1.1	\$59,656	
						3.1.2	\$60,935	
						3.1.3	\$62,213	
						3.1.4	\$63,490	
						3.1.5	\$64,768	
						3.1.6	\$66,046	
		3.2	3.2	3.2	\$67,323	\$72,434	3.2.1	\$67,323
							3.2.2	\$68,601
							3.2.3	\$69,880
							3.2.4	\$71,157
4	4.1	4.1	\$73,854	\$83,796	4.1.1	\$73,854		
					4.1.2	\$75,512		
					4.1.3	\$77,168		
					4.1.4	\$78,824		
					4.1.5	\$80,482		
					4.1.6	\$82,139		
					4.1.7	\$83,796		
Senior Officer	5	5.1	\$ 85,215	\$ 94,159		\$2,555		
		5.2	\$ 94,160	\$103,103				
	6	6.1	\$104,523	\$122,198		\$3,226		
		6.2	\$122,199	\$139,873				
Senior Technical Specialist	7	7.1	\$141,969	\$159,005		\$5,298		
		7.2	\$159,009	\$176,043				
		7.3	\$176,043	\$193,078				

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE B – SALARIES - VPS

Effective 1 July 2015

	Grade	Value Range	Salary Ranges		Progression amounts	
			Min.	Max.		
VPS Officer	1	1.1	\$42,108	\$44,700	1.1.1	\$42,108
					1.1.2	\$42,972
					1.1.3	\$43,836
					1.1.4	\$44,700
	2	2.1	\$46,143	\$52,699	2.1.1	\$46,143
					2.1.2	\$47,078
					2.1.3	\$48,015
					2.1.4	\$48,953
					2.1.5	\$49,888
					2.1.6	\$50,826
					2.1.7	\$51,762
					2.1.8	\$52,699
		2.2	\$53,634	\$59,255	2.2.1	\$53,634
					2.2.2	\$54,572
					2.2.3	\$55,508
					2.2.4	\$56,445
					2.2.5	\$57,380
					2.2.6	\$58,319
	3	3.1	\$60,551	\$67,037	3.1.1	\$60,551
					3.1.2	\$61,849
					3.1.3	\$63,146
					3.1.4	\$64,442
					3.1.5	\$65,739
					3.1.6	\$67,037
		3.2	\$68,333	\$73,521	3.2.1	\$68,333
					3.2.2	\$69,630
					3.2.3	\$70,928
					3.2.4	\$72,224
4	4.1	\$74,962	\$85,052	3.2.5	\$73,521	
				4.1.1	\$74,962	
				4.1.2	\$76,645	
				4.1.3	\$78,325	
				4.1.4	\$80,006	
				4.1.5	\$81,689	
				4.1.6	\$83,371	
4.1.7	\$85,052					
Senior Officer	5	5.1	\$ 86,493	\$ 95,571		\$2,593
		5.2	\$ 95,572	\$104,650		
	6	6.1	\$106,091	\$124,031		\$3,274
		6.2	\$124,032	\$141,971		
Senior Technical Specialist	7	7.1	\$144,098	\$161,390		\$5,377
		7.2	\$161,394	\$178,684		
		7.3	\$178,684	\$195,975		

SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES
ADAPTIVE CLASSIFICATION STRUCTURES

Where the nature and characteristics of the work meets the definition of an occupational category as set out in **Tables 1 to 9**, the positions and Employees will be classified in accordance with the work value descriptors of that category.

1. LEGAL OFFICER ADAPTIVE STRUCTURE

- 1.1** The Legal Officer Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in Schedule B. The Legal Grade and Value Range Descriptions set out in **Table 2** of **Schedule E** apply.

Table 1: Legal Officer Adaptive Structure

LEGAL OFFICER ADAPTIVE STRUCTURE	VPS GRADE ALIGNMENT
Articled Clerk	Commences on VPS salary point 2.1.5.
Solicitor 1	Minimum salary for a qualified admitted solicitor is VPS salary point 2.2.4. Solicitor 1 advances to Solicitor 2 after 12 months or sooner if performing work at the higher level subject to meeting agency performance standards.
Solicitor 2 Value Range 1	VPS salary point 3.1.1 (VPS Grade 3 Value Range 1)
Solicitor 2 Value Range 2	VPS salary point 3.2.1 (VPS Grade 3 Value Range 2)
Solicitor 3	VPS salary point 4.1.1 (VPS Grade 4)
Senior Solicitor Value Range 1	VPS salary point 5.1.1 (VPS Grade 5, Value Range 1)
Senior Solicitor Value Range 2	VPS salary point 5.2.1 (VPS Grade 5, Value Range 2)
Principal Solicitor Value Range 1	VPS salary point 6.1.1 (VPS Grade 6, Value Range 1)
Principal Solicitor Value Range 2	VPS salary point 6.2.1 (VPS Grade 6, Value Range 2)
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

2. ALLIED HEALTH ADAPTIVE STRUCTURE

2.1 The Allied Health adaptive structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied health) Grade and Value Range Descriptors set out in **Table 3** of **Schedule E** apply.

Table 2: Allied Health Adaptive Structure

ALLIED HEALTH ADAPTIVE STRUCTURE	VPS GRADE ALIGNMENT
Allied Health 1 Local Title	VPS salary point 2.1.1 (VPS Grade 2 Value Range 1)
Allied Health 2 Local Title Value Range 1	VPS salary point 2.2.1. (VPS Grade 2, Value Range 2)
Allied Health 2 Local Title Value Range 2	VPS salary point 3.1.1 (VPS Grade 3, Value Range 1)
Allied Health 2 Local Title Value Range 3	VPS salary point 3.2.1 (VPS Grade 3, Value Range 2)
Allied Health 3 Local Title	VPS salary point 4.1 (VPS Grade 4)
Allied Health 4 Local Title Value Range 1	VPS salary point 5.1.1 (VPS Grade 5, Value Range 1)
Allied Health 4 Local Title Value Range 2	VPS salary point 5.2.1 (VPS Grade 5, Value Range 2)
VPS Grade 6	VPS Grade 6 applies
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

3. SCIENCE ADAPTIVE STRUCTURE

3.1 The Science Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Science Grade and Value Range Descriptors set out in **Table 4** of **Schedule E** apply.

Table 3: Science Adaptive Structure

SCIENCE ADAPTIVE STRUCTURE	VPS GRADE ALIGNMENT
Science A Local Title Value Range 1	VPS salary point 2.2.1. (VPS Grade 2 Value Range 2)
Science A Local Title Value Range 2	VPS salary point 3.1.1. (VPS Grade 3 Value Range 1)
Science A Local Title Value Range 3	VPS salary point 3.2.1 (VPS Grade 3 Value Range 2)
Science B Local Title	VPS salary point 4.1.1 (VPS Grade 4)
Science C Local Title Value Range 1	VPS salary point 5.1.1 (VPS Grade 5, Value Range 1)
Science C Local Title Value Range 2	VPS salary point 5.2.1 (VPS Grade 5, Value Range 2)
Science D Local Title Value Range 1	VPS salary point 6.1.1 (VPS Grade 6, Value Range 1)
Science D Local Title Value Range 2	VPS salary point 6.2.1 (VPS Grade 6, Value Range 2)
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

4. DEPARTMENT OF JUSTICE – CUSTODIAL OFFICERS (COG) STRUCTURE

4.1 The decisions, agreements between the Department and the CPSU and the recommendation of the Commission on 27 June 2005 provide the following:

- Alignment with VPS salary and progression steps/amounts;
- Maintenance of a rank structure;
- Custodial Officer work value descriptors;
- Continuation of the pay differential between 76 hours and 80 hours per fortnight rosters;
- An annual allowance for members of the Emergency Response Group; and
- Translation arrangements by agreement.

4.2 As from the date of operation of this Determination:

- Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points below VPS salary point 2.1.4, shall progress to VPS salary point 2.1.4 if they hold a Certificate III in Correctional Practice, and employees who subsequently obtain the Certificate III in Correctional Practice shall progress to 2.1.4 from the date of attainment.
- Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, and who have not received progression in recognition of attainment of the Certificate III in Correctional Practice, shall progress one progression step (if available) if they hold a Certificate III in Correctional Practice. Employees who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, who subsequently obtain the Certificate III in Correctional Practice, shall progress one progression step (if available) from the date of attainment.
- Employees who hold the position of Custodial Officer at the COG 2B level, shall progress one progression step (if available) if they hold a Certificate IV in Correctional Practice and employees who subsequently obtain the Certificate IV in Correctional Practice shall progress one progression step (if available) from the date of attainment.

Such progression will be in addition to the usual operation of the progression system.

4.3 The Custodial Officers Structure is set out in the table below. The salaries referred to in this table are referenced against the VPS Structure set out in **Schedule B** (salaries relate to 76 hour fortnight). The Custodial Officers Classification Descriptors set out in **Table 5 of Schedule E** apply.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

Table 4: Custodial Officers (COG) Structure

CUSTODIAL OFFICERS (COG) STRUCTURE	VPS GRADE ALIGNMENT (Note salary rates relate to 76 hour fortnight)
COG 1 Trainee	VPS salary point 1.1.4.
COG 2A Prison Officer	VPS salary point 2.1.1. To VPS salary point 2.2.7
COG 2B Senior Prison Officer/Industry Officer	VPS salary point 3.1.1 to VPS salary point 3.2.2
COG 3 Prison Supervisor/Industry Supervisor	VPS salary point 3.2.3 to VPS salary point 4.1.2
COG 4 Operations Manager/Industry Manager	VPS salary point 4.1.3 to top of VPS 5 Value Range 1
COG 5 General Manager	VPS salary point 5.2.1 to top of VPS 6 Value Range 1
COG 6 Senior General Manager	VPS salary point 6.2.1 to the top of VPS 6 Value Range 2
COG 7 Senior General Manager – Major Prison Facilities	7.1 – VPS salary point 7.1 to the top of Value range 1 7.2 – VPS salary point 7.2 to the top of Value range 2 7.3 – VPS salary point 7.3 to the top of Value range 3

- 5. DEPARTMENT OF HUMAN SERVICES – HOUSING SERVICES OFFICER (HSO), AND HOUSING CUSTOMER SERVICES OFFICER (HCSO) STRUCTURES**
- 5.1** The Housing Services Officer Classification Structure, based on the VPS classification structure, was agreed between the parties. The agreement provides for the following:
- Alignment with VPS salary and progression steps/amounts;
 - Housing Services Officer and Housing Customer Services Officers work value descriptors (**Table 6 of Schedule E**);
 - Continuation of the Housing Customer Services Officer classification for employees of the Office of Housing Maintenance Call Centre; and
 - Field Services Officers to be classified under the VPS classification structure.
- 5.2** Housing Customer Services Officers commence on the unqualified rate as set out in **Table 5** below. Employees will be required to complete Certificate III in Customer Contact [Call Centre] or its agreed successor within 12 months of commencement with the Office of Housing to progress to the HCSO Qualified Level 1 rate.
- 5.3** It is a principle for Housing Customer Services Officer (HCSO) that the relevant Certificate IV qualifications will form part of the mandatory qualifications for entry into the HCSO Qualified Level 2. Existing Housing employees who desire to undertake this qualification will be provided with opportunity to obtain this qualification.
- 5.4** The Employer will provide Housing Services Officers (HSO) who possess a Certificate IV in social or public housing, or with a qualification recognised as an equivalent qualification by the department, with a minimum salary level, set at VPSG 2.1.7, as prescribed in **clause 1.3.2, Section I of this Determination**.
- 5.5** The Housing Services Officer (HSO) and Housing Customer Services Officer (HCSO) Structures are set out in the table below. The salaries referred to in this table are referenced against the VPS Structure set out in **Schedule B**.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

Table 5: Housing Services Officer (HSO) and Housing Customer Services Officer (HCSO) Structure

HOUSING SERVICES STRUCTURES	VPS GRADE ALIGNMENT
Housing Services Officer 1	VPS salary point 2.1.1(VPS Grade 2 Value Range 1)
Housing Services Officer 2 Value Range 1	VPS salary point 2.2.1(VPS Grade 2 Value Range 2)
Housing Services Officer 2 Value Range 2	VPS salary point 3.1.1(VPS Grade 3 Value Range 1)
Housing Services Officer 3	VPS salary point 3.2.1 (VPS Grade 3 Value Range 2)
Housing Customer Services Officer Unqualified	VPS salary point 2.1.1
Housing Customer Services Officer (Cert III) Qualified Level 1	VPS salary point 2.1.2 to 2.1.8
Housing Customer Services Officer (Cert IV) Qualified Level 2	VPS salary point 2.2.1 to 2.2.7

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

6. DEPARTMENT OF JUSTICE – CLERK OF COURTS STRUCTURE

6.1 The Clerk of Courts Structure aligns with the VPS structure with Value Ranges setting the salary bands for registry staff. The classification structure for registry staff in Victorian jurisdictions is set out in **Table 7** of **Schedule E**. The VPS Classification and Value Range Descriptors apply.

6.2 Specific provisions applying to the Clerk of Courts structure are:

- A minimum salary for a relevant degree of diploma of VPS Grade 2, Value Range 1 salary point 5;
- A minimum salary of Grade 2 Value Range 1, salary point 7, upon attainment of the Certificate IV in Government Court Services; and
- Salary points for entry and completion of stages of training and recognition of prior learning in the existing Clerk of Courts training as set out in Table 6 below.

Table 6: Clerk of Courts Structure

Position	No Relevant Qualification	Relevant Qualification
Entry	VPS Grade 2, Value Range 1.1	VPS Grade 2, Value Range 1.5
Completion of stage 1	VPS Grade 2, Value Range 1.3	VPS Grade 2, Value Range 1.6
Completion of stage 2	VPS Grade 2, Value Range 1.7	VPS Grade 2, Value Range 1.7
Deputy Registrar	VPS Grade 2, Value Range 2.1	VPS Grade 2, Value Range 2.1

6.3 Trainee Registrars advance to Deputy Registrar (Grade 2, Value Range 2) following completion of Certificate IV in Government Court Services and three years experience and having met the Agency’s performance standards.

6.4 Existing Deputy Registrars who currently have, and are required to exercise full powers will be red circled and translate to the base of Grade 3 with progression eligibility for these employees limited to Grade 3, Value Range 1, salary point 3.

6.5 A Clerk of Courts engaged in the training and examination system prior to the introduction of the Certificate IV in Government Court Services will be entitled to continue in that system.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

7. DEPARTMENT OF JUSTICE – SHERIFF’S OFFICER STRUCTURE

- 7.1** Progression in the Sheriff’s Officer structure is as follows:
- Trainee Sheriff’s Officer work value alignment of VPS Grade 2 Value Range 1;
 - Progression to VPS salary point 2.2.1 after 3 months employment and demonstrated competency in executing initial criminal warrants;
 - Progression to VPS salary point 2.2.2 after 12 months employment, completion of Certificate IV in Government or Certificate IV in Government (Court Compliance) and demonstrated competency in executing all criminal warrants;
 - Progression to VPS salary point 2.2.5 after 24 months employment and demonstrated competency in executing all civil and criminal warrants;
 - Typically, Sheriff’s Officers move to Senior Sheriff’s Officer after 36 months employment subject to having met the agency’s performance standards.
- 7.2** Employees who hold the position of Senior Sheriff’s Officer, may progress by annual progression beyond salary point 3.2.2 subject to having met the agency’s performance standards and completion of Certificate IV in Government or Certificate IV Government (Court Compliance).
- 7.3** Employees, who on 30 June 2009 hold the position of Senior Sheriff’s Officer and are at VPS salary point 3.2.2, may progress to VPS salary point 3.2.3, subject to having met the agency’s performance standards and completion of Certificate IV in Government or Certificate IV Government (Court Compliance). Upon completion of Certificate IV in Government or Certificate IV Government (Court Compliance) and meeting the agency’s performance standards, the officer’s progression to VPS Salary point 3.2.3 will take effect from 1 July 2009.
- 7.4** Employees, who on the date of commencement of this Agreement, hold the position of Assistant District Supervisor may retain that title and will, subject to having met the agency’s performance standards, be eligible for progression to the top of VPS 3.2.
- 7.5** The Sheriff’s Officer Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The VPS Classification and Value Range Descriptors apply.

Table 7: Sheriff’s Officer Structure

SHERIFF’S OFFICER STRUCTURE	VPS GRADE ALIGNMENT
Sheriff’s Officer Trainee	VPS salary point 2.1.1.
Sheriff’s Officer	VPS salary point 2.2.1 to VPS salary point 2.2.7
Senior Sheriff’s Officer*	VPS salary point 3.1.1 to the top of VPS 3.2
Supervisor	VPS Grade 4
Regional Manager (Sheriff’s Operations)	VPS Grade 5, Value Range 1
Regional Manager (Sheriff’s Operations) (Metropolitan Regions)	VPS Grade 5, Value Range 2
Deputy Sheriff	VPS Grade 6, Value Range 2

* Subject to the operation of **clause 7.2 and 7.3** (as applicable)

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

8. DEPARTMENT OF JUSTICE – COMMUNITY CORRECTIONS OFFICER STRUCTURE

- 8.1** The Community Corrections Officer structure was determined on 17 February 2005 (PR955707) and 24 May 2005 (PR958245). The determination aligns the Community Corrections Officer structure with the VPS structure.
- 8.2** The decision of 17 February 2005 , agreements between the Department and the CPSU and the decision of 24 May 2005 provide the following:
- A minimum salary for a relevant degree of diploma of VPS Grade 2, Value Range 1 salary point 5; and
 - Movement to Grade 2 Value Range 2.1 upon attainment of the Certificate IV in Correctional Practice (Community).
- 8.3** The Community Corrections Officer Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The VPS Classification and Value Range Descriptors apply.

Table 8: Community Corrections Officer Structure

COMMUNITY CORRECTIONS OFFICER STRUCTURE	VPS GRADE ALIGNMENT
Trainee Community Corrections Officer	VPS salary point 2.1.1(VPS Grade 2 value range 1). Relevant degree or diploma VPS salary point 2.1.5
Community Corrections Officer	VPS salary point 2.2.1 to the top of Grade 2 Value Range 2
Leading Community Corrections Officer	VPS salary point 3.1.1 to VPS salary point 3.2.2
Senior Community Corrections Officer	VPS salary point 3.2.3 to VPS salary point 4.1.2
Officer in Charge	VPS salary point 4.1.3 to VPS salary point 4.1.7
Location Manager	VPS Grade 5
General Manager	VPS Grade 6

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE C – VPS ALIGNED ADAPTIVE STRUCTURES

9. DEPARTMENT OF PRIMARY INDUSTRIES – FISHERIES OFFICERS STRUCTURE

9.1 The Commission's decision of 17 February 2005, agreements between the Department and the CPSU and the decision of 24 May 2005 provide the following:

- Entry rate for a Trainee Fisheries Officer with a relevant degree or diploma should be not less than VPS salary point Grade 2.1.5;
- No later than 12 months after commencing, a Fisheries Officer should be on not less than salary point VPS Grade 2.2.1;
- No later than 2 years after commencing a Fisheries Officer should be on not less than salary point VPS Grade 2.2.4; and
- No later than 3 years after commencing, a Fisheries Officer should be Grade 3.

9.2 The Fisheries officer Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The VPS Classification and Value Range Descriptors apply.

Table 9: Fisheries Officer Structure

FISHERIES OFFICER STRUCTURE	VPS GRADE ALIGNMENT
Level 1 (Trainee) Fisheries Officer	VPS salary point 2.1.1. (VPS Grade 2 Value Range 1) Relevant degree or diploma VPS salary point 2.1.5
Level 2 Fisheries Officer	VPS salary point 2.2.1. (VPS Grade 2 Value Range 2)
Level 3 Fisheries Officer Value Range 1	VPS salary point 3.1.1 (VPS Grade 3 Value Range 1)
Level 3 Fisheries Officer Value Range 2	VPS salary point 3.2.1 (VPS Grade 3 Value Range 2)
Senior Fisheries Officer	VPS salary point 4.1.1 (VPS Grade 4)
Operations Manager/ Fisheries Supervisor Value Range 1	VPS salary point 5.1.1 (VPS Grade 5, Value Range 1)
Operations Manager/ Fisheries Supervisor Value Range 2	VPS salary point 5.2.1 (VPS Grade 5, Value Range 2)
Regional Fisheries Manager Value Range 1	VPS salary point 6.1.1 (VPS Grade 6, Value Range 1)
Regional Fisheries Manager Value Range 2	VPS salary point 6.2.1 (VPS Grade 6, Value Range 2)

SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

- 1. DEPARTMENT OF HUMAN SERVICES – CHILD PROTECTION WORKER (CPW) STRUCTURE UNTIL 4 NOVEMBER 2012**
- 1.1** The Child Protection Worker grade descriptors are set in **Table 8** of **Schedule E**.
- 1.2** Pursuant to agreement between the Employer and the CPSU to take effect for the 2012/2013 financial year, the following applies:
 - Progression within the CPW Grades 1, 2, 3 and 4 is through set progression steps.
 - Progression within the CPW Grades 5 & 6 is through set progression amounts as occurs with VPS classifications.
- 1.3** On 4 November 2012, the Child Protection Worker (CPW) structure will cease and existing employees translated into a new Child Protection Practitioner (CPP) Structure comprising a Children, Youth and Families (CYF) stream at **Table 1A** and a **Child Protection Practitioner (CPP) stream at Table 1B** of **Schedule D** in accordance with the **Child Protection Practitioner Agreement 2012**.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

Table 1: CHILD PROTECTION WORKER STRUCTURE

Child Protection Worker Structure		Classification	1 Jul 2012
Child Protection Worker Grade 1 CPW 1		1.1	\$42,096
		1.2	\$44,658
		1.3	\$47,223
		1.4	\$49,786
		1.5	\$50,640
Child Protection Worker Grade 2 CPW 2		2.1 Diploma	\$50,771
		2.2 Degree	\$51,494
		2.3	\$54,322
		2.4	\$57,148
		2.5	\$59,974
		2.6	\$62,340
Child Protection Worker Grade 3 CPW 3		3.1	\$64,116
		3.2	\$67,073
		3.3	\$68,388
		3.4	\$72,120
Child Protection Worker Grade 4 CPW 4		4.1	\$72,989
		4.2	\$74,525
		4.3	\$76,059
		4.4	\$77,594
		4.5	\$78,908
		4.6	\$80,535
		4.7	\$82,164
		4.8	\$82,822
Child Protection Worker Grade 5 Value Range 1	5.1	Base	\$82,953
		Maximum	\$87,189
		<i>Progression amount:</i>	\$2,365
Child Protection Worker Grade 5 Value Range 2	5.2	Base	\$87,190
		Maximum	\$95,472
		<i>Progression amount:</i>	\$2,365
Child Protection Worker Grade 6 Value Range 1	6.1	Base	\$96,787
		Maximum	\$113,153
		<i>Progression amount:</i>	\$2,987
Child Protection Worker Grade 6 Value Range 2	6.2	Base	\$113,154
		Maximum	\$129,521
		<i>Progression amount:</i>	\$2,987

1A DEPARTMENT OF HUMAN SERVICES – CHILD PROTECTION PRACTITIONER STRUCTURE FROM 5 NOVEMBER 2012 (WITH PAYMENT BACKDATED 1 OCTOBER 2012)

1A.1 The Child Protection Practitioner adaptive structure and its two streams [Children, Youth and Families (CYF) stream set out in Table 1A below and Child Protection Practitioner (CPP) stream set out in **Table 1B of Schedule D**] commences operation on 5 November 2012 (with payment backdated to 1 October 2012). The associated Classifications and Value Range Descriptors are detailed in **Table 8.1 (CYF) and Table 8.2 (CPP) of Schedule E** effective from 5 November 2012.

Children, Youth and Families (CYF) stream

1A.2 Pursuant to agreement between the Employer and the CPSU, the following applies:

- Translation from the former Child Protection Worker classification structure in **Table 1 of Schedule D**, will be in accordance with the **Child Protection Practitioner Agreement 2012**.
- This stream will cover existing program employees in Secure Welfare Services, Youth Justice Community Based, Refugee Minor Program, Adoption Information Service, Inter Country Adoption, Placement Prevention Services, Placement Coordination units and Placement Support Services, Local Adoption and Permanent Care Teams, Quality of Care, Residential Care Services, or their successors, on 4 November 2012 and all new employees in those programs, or their successors, from 5 November 2012.
- Progression within the CYF Grades 1 to 4 is through set progression steps as in **Table 1A**.
- Progression within the CYF Grades 5 and 6 is through set progression amounts as occurs with equivalent VPS classifications.
- If a Diploma Level qualification is mandated for CYF Grade 2, the minimum salary is CYF Grade 2.1 (\$52,294 as at 1 October 2012). This rate is to be adjusted by any base pay increases in the Determination, together with the three per cent premium. If a relevant degree level qualification is held, the entry rate will be CYF Grade 2.3 (\$57,608 as at 1 October 2012).

1A.3 On 4 November 2012, the salary rates for CYF Grades 1 to 4 will be adjusted by a premium of three per cent over that applying to the former Child Protection Worker structure at Grades CPW Grades 1 to 4 in **Table 1 of Schedule D** on 4 November 2012. Payments will be backdated to 1 October 2012.

1A.4 To avoid future salary overlaps with CYF Grade 5, any Employee with a salary exceeding CYF 4.6 at \$82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increases will be paid as a salary maintenance payment for any excess amount over CYF 4.6 at \$82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increase.

1A.5 The Children, Youth and Families Structure is set out in **Table 1A** below. The Children, Youth and Families classification and Value Range Descriptors are detailed in **Table 8.1 of Schedule E** effective from 5 November 2012.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

TABLE 1A: Child Protection Practitioner Structure – Children, Youth and Families (CYF) stream as at 5 November 2012 (payment backdated to 1 October 2012)

Children, Youth and Families (CYF) stream	CYF Paypoint	1 Oct 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
Children Youth and Families Grade 1 CYF 1	1.1	\$43,359	\$43,901	\$44,559	\$45,339	\$46,019	\$46,825	\$47,527
	1.2	\$45,998	\$46,573	\$47,271	\$48,099	\$48,820	\$49,675	\$50,420
	1.3	\$48,640	\$49,248	\$49,987	\$50,862	\$51,624	\$52,528	\$53,316
	1.4	\$51,280	\$51,921	\$52,700	\$53,622	\$54,427	\$55,379	\$56,210
	1.5	\$52,159	\$52,811	\$53,603	\$54,541	\$55,359	\$56,328	\$57,173
Children Youth and Families Grade 2 CYF 2	2.1	\$52,294	\$52,948	\$53,742	\$54,682	\$55,503	\$56,474	\$57,321
	2.2	\$53,038	\$53,701	\$54,507	\$55,461	\$56,293	\$57,278	\$58,137
	2.3	\$57,608	\$58,328	\$59,203	\$60,239	\$61,143	\$62,213	\$63,146
	2.4	\$58,862	\$59,598	\$60,492	\$61,550	\$62,473	\$63,567	\$64,520
	2.5	\$61,773	\$62,546	\$63,484	\$64,595	\$65,564	\$66,711	\$67,712
	2.6	\$64,210	\$65,013	\$65,988	\$67,143	\$68,150	\$69,343	\$70,383
Children Youth and Families Grade 3 CYF 3	3.1	\$66,040	\$66,865	\$67,868	\$69,056	\$70,092	\$71,318	\$72,388
	3.2	\$69,086	\$69,949	\$70,998	\$72,241	\$73,325	\$74,608	\$75,727
	3.3	\$70,439	\$71,320	\$72,390	\$73,656	\$74,761	\$76,069	\$77,211
	3.4	\$74,284	\$75,213	\$76,341	\$77,677	\$78,842	\$80,222	\$81,425
Children Youth and Families Grade 4 CYF 4	4.1	\$75,179	\$76,119	\$77,261	\$78,613	\$79,792	\$81,189	\$82,406
	4.2	\$76,760	\$77,720	\$78,885	\$80,266	\$81,470	\$82,896	\$84,139
	4.3	\$78,341	\$79,320	\$80,510	\$81,919	\$83,148	\$84,603	\$85,872
	4.4	\$79,923	\$80,922	\$82,136	\$83,573	\$84,827	\$86,311	\$87,606
	4.5	\$81,275	\$82,291	\$83,526	\$84,987	\$86,262	\$87,772	\$89,088
	4.6	\$82,951	\$83,988	\$85,248	\$86,740	\$88,041	\$89,581	\$90,925
	4.7*	\$82,951	\$83,988	\$85,248	\$86,740	\$88,041	\$89,581	\$90,925
	4.8*	\$82,951	\$83,988	\$85,248	\$86,740	\$88,041	\$89,581	\$90,925
Children Youth and Families Grade 5 CYF 5	CYF 5.1 Base	\$82,953	\$83,990	\$85,250	\$86,742	\$88,043	\$89,584	\$90,927
	CYF 5.1 Max	\$87,189	\$88,279	\$89,604	\$91,172	\$92,539	\$94,159	\$95,571
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
	CYF 5.2 Base	\$87,190	\$88,280	\$89,605	\$91,173	\$92,540	\$94,160	\$95,572
	CYF 5.2 Max	\$95,472	\$96,666	\$98,116	\$99,833	\$101,330	\$103,103	\$104,650
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
Children Youth and Families Grade 6 CYF 6	CYF 6.1 Base	\$96,787	\$97,996	\$99,466	\$101,207	\$102,725	\$104,523	\$106,091
	CYF 6.1 Max	\$113,153	\$114,567	\$116,286	\$118,321	\$120,095	\$122,197	\$124,030
	<i>Progression amt</i>	\$2,987	\$3,024	\$3,070	\$3,123	\$3,170	\$3,226	\$3,274
	CYF 6.2 Base	\$113,154	\$114,568	\$116,287	\$118,322	\$120,097	\$122,198	\$124,031
	CYF 6.2 Max	\$129,521	\$131,140	\$133,107	\$135,436	\$137,468	\$139,874	\$141,972
	<i>Progression amt</i>	\$2,987	\$3,024	\$3,070	\$3,123	\$3,170	\$3,226	\$3,274

* Three per cent premium paid through salary maintenance mechanism to avoid overlap with CYF Grade 5 minimum.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

(Continued) Notes from Table 1A

Note that the 3 per cent adjustment on 4 November 2012 does not apply at Children, Youth and Families Grade 5 and Children, Youth and Families Grade 6.

Note: Current CPW4 who translate to the new CYF stream as CYF4 will translate with salary maintenance. That is, for existing staff they will have the ability to progress through to the top of the salary range as if the change had not occurred. This principle will also apply for current YJW1 staff at Secure Welfare Services who transfer to the new CYF1.

Note: a CYF supervisor will not be paid less than an employee they supervise.

1B DEPARTMENT OF HUMAN SERVICES – CHILD PROTECTION PRACTITIONER STRUCTURE – FROM 5 NOVEMBER 2012 (WITH PAYMENT BACKDATED TO 1 OCTOBER 2012)

1B.1 The Child Protection Practitioner adaptive structure and its two streams [Child Protection Practitioner (CPP) stream set out in **Table 1B** hereunder and Children, Youth and Families (CYF) stream set out in **Table 1A** of **Schedule D**], commences operation on 5 November 2012 (with payment backdated to 1 October 2012). The associated Classifications and Value Range Descriptors are detailed in **Table 8.1 (CYF)** and **Table 8.2 (CPP)** of **Schedule E**.

Child Protection Practitioner (CPP) stream

1B.2 Pursuant to agreement between the Employer and the CPSU, the following applies:

- Translation from the former Child Protection Worker classification structure in Table 1 of Schedule D will be in accordance with the **Child Protection Practitioner Agreement 2012**.
- This stream will cover existing program employees including child protection intake, response, case management and case contracting, or their successors, on 4 November 2012 and all new employees in those programs, or their successors, from 5 November 2012.
- Progression within the CPP Grades 2 to 4 is through applying progression steps as shown below in **Table 1B**.
- Alignment of CPP Grades 5 and 6 is with VPS Grade salary and progression amounts.
- Team Managers at CPP grade 5 will have the ability to advance from Value Range 1 to Value Range 2 as a progression outcome.
- Completion of a Diploma of Community Service or a Bachelors Degree in Social Work or equivalent qualifications recognised by the Employer is a mandatory requirement for entry into CPP Grade 3 or higher Grades, except for current red-circled Employees.
- Any Employee with a Bachelor Degree in Social Work or equivalent qualifications recognised by the Employer will commence at CPP 3.2 (\$57,608 as 1 October 2012) as adjusted by any base pay increase in the Determination.

1B.3 The salary minimums referred to in **Table 1B** are referenced against the VPS structure set out in **Schedule B**.

1B.4 The Child Protection Practitioner classification and Value Range Descriptors are detailed in **Table 8.2** of **Schedule E** effective from 5 November 2012.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

**Table 1B: Child Protection Practitioner Structure – Child Protection Practitioner (CPP) stream
from 5 November 2012 (with payment backdated to 1 October 2012)**

Child Protection Practitioner (CPP) Stream	CPP Paypoint	1 Oct 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
Child Protection Practitioner Grade 2 CPP 2	2.1	\$43,804	\$44,351	\$45,017	\$45,804	\$46,491	\$47,305	\$48,015
	2.2	\$45,513	\$46,082	\$46,773	\$47,591	\$48,305	\$49,150	\$49,888
	2.3	\$47,222	\$47,813	\$48,530	\$49,379	\$50,120	\$50,997	\$51,762
	2.4	\$48,930	\$49,542	\$50,285	\$51,165	\$51,932	\$52,841	\$53,634
	2.5	\$50,640	\$51,273	\$52,042	\$52,953	\$53,747	\$54,688	\$55,508
	2.6	\$52,348	\$53,002	\$53,797	\$54,739	\$55,560	\$56,532	\$57,380
	2.7	\$54,059	\$54,734	\$55,555	\$56,528	\$57,375	\$58,380	\$59,255
Child Protection Practitioner Grade 3 CPP 3	3.1	\$55,241	\$55,931	\$56,770	\$57,764	\$58,630	\$59,656	\$60,551
	3.2	\$57,608	\$58,328	\$59,203	\$60,239	\$61,143	\$62,213	\$63,146
	3.3	\$59,974	\$60,723	\$61,634	\$62,713	\$63,654	\$64,768	\$65,739
	3.4	\$62,340	\$63,120	\$64,066	\$65,187	\$66,165	\$67,323	\$68,333
	3.5	\$64,708	\$65,517	\$66,499	\$67,663	\$68,678	\$69,880	\$70,928
	3.6	\$67,073	\$67,912	\$68,930	\$70,137	\$71,189	\$72,434	\$73,521
Child Protection Practitioner Grade 4 CPP 4	4.1	\$68,388	\$69,242	\$70,281	\$71,511	\$72,584	\$73,854	\$74,962
	4.2	\$71,456	\$72,349	\$73,435	\$74,720	\$75,841	\$77,168	\$78,325
	4.3	\$74,525	\$75,456	\$76,588	\$77,929	\$79,097	\$80,482	\$81,689
	4.4	\$77,593	\$78,563	\$79,742	\$81,137	\$82,354	\$83,796	\$85,052
Child Protection Practitioner Grade 5 CPP 5	CPP 5.1 Base	\$78,908	\$79,894	\$81,093	\$82,512	\$83,749	\$85,215	\$86,493
	CPP 5.1 Max	\$87,189	\$88,279	\$89,604	\$91,172	\$92,539	\$94,159	\$95,571
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
	CPP 5.2 Base	\$87,190	\$88,280	\$89,605	\$91,173	\$92,540	\$94,160	\$95,572
	CPP 5.2 Max	\$95,472	\$96,666	\$98,116	\$99,833	\$101,330	\$103,103	\$104,650
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
Child Protection Practitioner Grade 6 CPP 6	CPP 6.1 Base	\$96,787	\$97,996	\$99,466	\$101,207	\$102,725	\$104,523	\$106,091
	CPP 6.1 Max	\$113,154	\$114,568	\$116,287	\$118,322	\$120,097	\$122,198	\$124,031
	<i>Progression amt</i>	\$2,987	\$3,025	\$3,070	\$3,124	\$3,170	\$3,226	\$3,274
	CPP 6.2 Base	\$113,155	\$114,569	\$116,288	\$118,323	\$120,098	\$122,199	\$124,032
	CPP 6.2 Max	\$129,521	\$131,140	\$133,107	\$135,436	\$137,468	\$139,874	\$141,972
	<i>Progression amt</i>	\$2,987	\$3,025	\$3,070	\$3,124	\$3,170	\$3,226	\$3,274

Note: Current Case Contractors (CPW4) who translate to the new CPP stream as CPP4 and remain a case contractor will translate with salary maintenance. That is, for existing staff they will have the ability to progress to the through to the top of the salary range as if the change had not occurred.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

2. DEPARTMENT OF HUMAN SERVICES – YOUTH JUSTICE WORKER (YJW) STRUCTURE

- 2.1** Youth Justice Worker grade descriptors are set in **Table 9** of **Schedule E** up to 4 November and **Table 9.1** of **Schedule E** from 5 November 2012.
- 2.2** Progression within the YJW Grades 1, 2, 3 & 4 is through set progression steps. Progression within the YJW Grades 5 & 6 is through set progression amounts as occurs with VPS classifications.

Table 2: Youth Justice Workers Structure

Youth Justice Worker (YJW) Structure	YJW Pay Point	1 Jul 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
YOUTH JUSTICE WORKER GRADE 1 YJW 1	1.1	\$42,096	\$42,622	\$43,262	\$44,019	\$44,679	\$45,461	\$46,143
	1.2	\$42,949	\$43,486	\$44,138	\$44,910	\$45,584	\$46,382	\$47,078
	1.3	\$43,804	\$44,351	\$45,017	\$45,804	\$46,491	\$47,305	\$48,015
	1.4	\$44,658	\$45,216	\$45,894	\$46,697	\$47,398	\$48,227	\$48,951
	1.5	\$45,514	\$46,083	\$46,774	\$47,592	\$48,306	\$49,152	\$49,889
	1.6	\$46,368	\$46,947	\$47,651	\$48,485	\$49,212	\$50,074	\$50,825
	1.7	\$47,223	\$47,814	\$48,531	\$49,380	\$50,121	\$50,998	\$51,763
	1.8	\$48,077	\$48,678	\$49,408	\$50,273	\$51,027	\$51,920	\$52,699
	1.9	\$48,932	\$49,544	\$50,287	\$51,167	\$51,935	\$52,843	\$53,636
	1.10	\$49,786	\$50,408	\$51,165	\$52,060	\$52,841	\$53,766	\$54,572
	1.11	\$50,640	\$51,273	\$52,042	\$52,953	\$53,747	\$54,688	\$55,508
	1.12	\$51,494	\$52,138	\$52,920	\$53,846	\$54,653	\$55,610	\$56,444
	1.13	\$52,349	\$53,003	\$53,798	\$54,740	\$55,561	\$56,533	\$57,381
	1.14	\$53,203	\$53,868	\$54,676	\$55,633	\$56,467	\$57,455	\$58,317
	1.15	\$54,059	\$54,734	\$55,555	\$56,528	\$57,375	\$58,380	\$59,255
YOUTH JUSTICE WORKER GRADE 2 YJW 2	2.1	\$55,242	\$55,932	\$56,771	\$57,765	\$58,631	\$59,657	\$60,552
	2.2	\$56,424	\$57,129	\$57,986	\$59,001	\$59,886	\$60,934	\$61,848
	2.3	\$57,608	\$58,328	\$59,203	\$60,239	\$61,143	\$62,213	\$63,146
	2.4	\$58,791	\$59,525	\$60,418	\$61,476	\$62,398	\$63,490	\$64,442
	2.5	\$59,974	\$60,723	\$61,634	\$62,713	\$63,654	\$64,768	\$65,739
	2.6	\$61,157	\$61,922	\$62,850	\$63,950	\$64,909	\$66,045	\$67,036
	2.7	\$62,340	\$63,120	\$64,066	\$65,187	\$66,165	\$67,323	\$68,333
	2.8	\$63,525	\$64,319	\$65,283	\$66,426	\$67,422	\$68,602	\$69,631
YOUTH JUSTICE WORKER GRADE 3 YJW 3	3.1	\$64,706	\$65,515	\$66,497	\$67,661	\$68,676	\$69,878	\$70,926
	3.2	\$65,890	\$66,714	\$67,714	\$68,899	\$69,933	\$71,157	\$72,224
	3.3	\$67,073	\$67,912	\$68,930	\$70,137	\$71,189	\$72,434	\$73,521
	3.4	\$68,388	\$69,242	\$70,281	\$71,511	\$72,584	\$73,854	\$74,962
	3.5	\$69,922	\$70,796	\$71,858	\$73,115	\$74,212	\$75,511	\$76,644
	3.6	\$72,120	\$73,022	\$74,117	\$75,414	\$76,545	\$77,885	\$79,053

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

Youth Justice Worker (YJW) Structure	YJW Pay Point	1 Jul 12	1 Jan 13	1 Jul 13	1 Jan 14	1 Jul 14	1 Jan 15	1 Jul 15
YOUTH JUSTICE WORKER GRADE 4 YJW 4	4.1	\$72,989	\$73,902	\$75,010	\$76,323	\$77,468	\$78,824	\$80,006
	4.2	\$74,525	\$75,456	\$76,588	\$77,929	\$79,097	\$80,482	\$81,689
	4.3	\$76,059	\$77,010	\$78,165	\$79,533	\$80,726	\$82,139	\$83,371
	4.4	\$77,594	\$78,564	\$79,743	\$81,138	\$82,355	\$83,797	\$85,054
	4.5	\$78,908	\$79,894	\$81,093	\$82,512	\$83,749	\$85,215	\$86,493
	4.6	\$80,535	\$81,542	\$82,765	\$84,213	\$85,476	\$86,972	\$88,277
	4.7	\$82,164	\$83,191	\$84,439	\$85,917	\$87,206	\$88,732	\$90,063
	4.8	\$82,822	\$83,857	\$85,115	\$86,605	\$87,904	\$89,442	\$90,784
YOUTH JUSTICE WORKER GRADE 5 YJW 5	YJW 5.1 Base	\$82,953	\$83,990	\$85,250	\$86,742	\$88,043	\$89,584	\$90,927
	YJW 5.1 Max	\$87,189	\$88,279	\$89,604	\$91,172	\$92,539	\$94,159	\$95,571
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
	YJW 5.2 Base	\$87,190	\$88,280	\$89,605	\$91,173	\$92,540	\$94,160	\$95,572
	YJW 5.2 Max	\$95,472	\$96,666	\$98,116	\$99,833	\$101,330	\$103,103	\$104,650
	<i>Progression amt</i>	\$2,365	\$2,395	\$2,431	\$2,473	\$2,511	\$2,555	\$2,593
YOUTH JUSTICE WORKER GRADE 6 YJW 6	YJW 6.1 Base	\$96,787	\$97,996	\$99,466	\$101,207	\$102,725	\$104,523	\$106,091
	YJW 6.1 Max	\$113,153	\$114,567	\$116,286	\$118,321	\$120,095	\$122,197	\$124,030
	<i>Progression amt</i>	\$2,987	\$3,024	\$3,070	\$3,123	\$3,170	\$3,226	\$3,274
	YJW 6.2 Base	\$113,154	\$114,568	\$116,287	\$118,322	\$120,097	\$122,198	\$124,031
	YJW 6.2 Max	\$129,521	\$131,140	\$133,107	\$135,436	\$137,468	\$139,874	\$141,972
	<i>Progression amt</i>	\$2,987	\$3,024	\$3,070	\$3,123	\$3,170	\$3,226	\$3,274

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

3. VICTORIA POLICE – FORENSIC OFFICERS STRUCTURE

3.1 The following table sets out the wages applicable to Forensic Officers.

Table 3: Forensic Officers Structure

Grade	Progression Level	01-Jul-1 ₂	01-Jan-1 ₃	01-Jul-1 ₃	01-Jan-1 ₄	01-Jul-1 ₄	01-Jan-1 ₅	01-Jul-1 ₅
Forensic Officer 1	1	\$44,992	\$45,555	\$46,238	\$47,047	\$47,753	\$48,588	\$49,317
	2	\$45,892	\$46,465	\$47,162	\$47,987	\$48,707	\$49,560	\$50,303
	3	\$46,807	\$47,392	\$48,103	\$48,945	\$49,679	\$50,549	\$51,307
	4	\$47,746	\$48,343	\$49,068	\$49,927	\$50,675	\$51,562	\$52,336
	5	\$48,700	\$49,309	\$50,048	\$50,924	\$51,688	\$52,593	\$53,381
	6	\$49,674	\$50,294	\$51,049	\$51,942	\$52,721	\$53,644	\$54,449
Forensic Officer 2	1	\$53,217	\$53,882	\$54,691	\$55,648	\$56,482	\$57,471	\$58,333
	2	\$54,282	\$54,960	\$55,785	\$56,761	\$57,612	\$58,620	\$59,500
	3	\$55,368	\$56,060	\$56,901	\$57,897	\$58,765	\$59,793	\$60,690
	4	\$56,476	\$57,182	\$58,039	\$59,055	\$59,941	\$60,990	\$61,905
	5	\$57,604	\$58,324	\$59,199	\$60,235	\$61,139	\$62,209	\$63,142
	6	\$58,753	\$59,488	\$60,380	\$61,437	\$62,358	\$63,450	\$64,401
Forensic Officer 3	1	\$66,761	\$67,596	\$68,610	\$69,811	\$70,858	\$72,098	\$73,179
	2	\$68,099	\$68,950	\$69,984	\$71,209	\$72,277	\$73,542	\$74,645
	3	\$69,460	\$70,329	\$71,384	\$72,633	\$73,722	\$75,012	\$76,138
	4	\$70,849	\$71,735	\$72,811	\$74,085	\$75,196	\$76,512	\$77,660
	5	\$72,267	\$73,170	\$74,268	\$75,567	\$76,701	\$78,043	\$79,214
	6	\$73,710	\$74,632	\$75,751	\$77,077	\$78,233	\$79,602	\$80,796
Forensic Officer 4	1	\$75,472	\$76,415	\$77,561	\$78,919	\$80,102	\$81,504	\$82,727
	2	\$76,980	\$77,942	\$79,111	\$80,496	\$81,703	\$83,133	\$84,380
	3	\$78,520	\$79,501	\$80,694	\$82,106	\$83,337	\$84,796	\$86,068
	4	\$80,091	\$81,092	\$82,309	\$83,749	\$85,005	\$86,493	\$87,790
	5	\$81,691	\$82,713	\$83,953	\$85,422	\$86,704	\$88,221	\$89,544
	6	\$83,326	\$84,367	\$85,633	\$87,132	\$88,438	\$89,986	\$91,336
Forensic Officer 5	1	\$89,017	\$90,130	\$91,482	\$93,083	\$94,479	\$96,132	\$97,574
	2	\$89,017	\$90,130	\$91,482	\$93,083	\$94,479	\$96,132	\$97,574
	3	\$92,577	\$93,734	\$95,140	\$96,805	\$98,257	\$99,977	\$101,476
	4	\$92,577	\$93,734	\$95,140	\$96,805	\$98,257	\$99,977	\$101,476
	5	\$96,280	\$97,483	\$98,945	\$100,677	\$102,187	\$103,975	\$105,535
	6	\$96,280	\$97,483	\$98,945	\$100,677	\$102,187	\$103,975	\$105,535

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

Grade	Progression Level	01-Jul-1 2	01-Jan-1 3	01-Jul-1 3	01-Jan-1 4	01-Jul-1 4	01-Jan-1 5	01-Jul-1 5
Forensic Officer 6	1	\$104,499	\$105,806	\$107,393	\$109,272	\$110,911	\$112,852	\$114,545
	2	\$104,499	\$105,806	\$107,393	\$109,272	\$110,911	\$112,852	\$114,545
	3	\$108,678	\$110,036	\$111,687	\$113,641	\$115,346	\$117,365	\$119,125
	4	\$108,678	\$110,036	\$111,687	\$113,641	\$115,346	\$117,365	\$119,125
	5	\$113,025	\$114,437	\$116,154	\$118,187	\$119,960	\$122,059	\$123,890
	6	\$113,025	\$114,437	\$116,154	\$118,187	\$119,960	\$122,059	\$123,890
Forensic Officer 7	1	\$120,947	\$122,459	\$124,296	\$126,471	\$128,368	\$130,614	\$132,574
	2	\$120,947	\$122,459	\$124,296	\$126,471	\$128,368	\$130,614	\$132,574
	3	\$125,786	\$127,359	\$129,269	\$131,531	\$133,504	\$135,841	\$137,878
	4	\$125,786	\$127,359	\$129,269	\$131,531	\$133,504	\$135,841	\$137,878
	5	\$130,816	\$132,451	\$134,438	\$136,790	\$138,842	\$141,272	\$143,391
	6	\$130,816	\$132,451	\$134,438	\$136,790	\$138,842	\$141,272	\$143,391

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

4. MINISTERIAL CHAUFFEURS STRUCTURE

4.1 The following table sets out the wages applicable to Ministerial Chauffeurs.

Table 4: Ministerial Chauffeurs Structure

1 Jul 12			
Classification	Salary	Gratuity	Annualised salary
Pool	\$67,872		\$67,872
Allocated Passenger	\$67,872	\$2,693	\$70,565
Government Leader	\$67,872	\$4,231	\$72,104
Premier	\$67,872	\$8,290	\$76,162

1 Jan 13			
Classification	Salary	Gratuity	Annualised salary
Pool	\$68,721		\$68,721
Allocated Passenger	\$68,721	\$2,726	\$71,447
Government Leader	\$68,721	\$4,284	\$73,005
Premier	\$68,721	\$8,394	\$77,114

1 Jul 13			
Classification	Salary	Gratuity	Annualised salary
Pool	\$69,752		\$69,752
Allocated Passenger	\$69,752	\$2,767	\$72,519
Government Leader	\$69,752	\$4,348	\$74,100
Premier	\$69,752	\$8,519	\$78,271

1 Jan 14			
Classification	Salary	Gratuity	Annualised salary
Pool	\$70,972		\$70,972
Allocated Passenger	\$70,972	\$2,816	\$73,788
Government Leader	\$70,972	\$4,424	\$75,397
Premier	\$70,972	\$8,669	\$79,641

1 Jul 14			
Classification	Salary	Gratuity	Annualised salary
Pool	\$72,037		\$72,037
Allocated Passenger	\$72,037	\$2,858	\$74,895
Government Leader	\$72,037	\$4,491	\$76,528
Premier	\$72,037	\$8,799	\$80,835

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE D – NON-VPS ALIGNED ADAPTIVE STRUCTURES

1 Jan 15			
Classification	Salary	Gratuity	Annualised salary
Pool	\$73,298		\$73,298
Allocated Passenger	\$73,298	\$2,908	\$76,206
Government Leader	\$73,298	\$4,569	\$77,867
Premier	\$73,298	\$8,953	\$82,250

1 Jul 15			
Classification	Salary	Gratuity	Annualised salary
Pool	\$74,397		\$74,397
Allocated Passenger	\$74,397	\$2,952	\$77,349
Government Leader	\$74,397	\$4,638	\$79,035
Premier	\$74,397	\$9,087	\$83,484

- 4.2** If a Ministerial Chauffeur transfers to a position at a lower classification level, he/she will continue to receive the gratuity applicable to the position from which he/she has transferred for a period of 3 months following his/her transfer.
- 4.3** Subject to the Trust Deeds of the applicable superannuation schemes, where a Ministerial Chauffeur transfers to a position at a lower classification level:
- 4.3.1** in the case of members of the New Superannuation Scheme and the Revised Superannuation Scheme, the Employee's salary for superannuation contribution purposes shall be the salary (including gratuity) applicable to the higher position until such time as the rate applicable to their new classification exceeds the rate they received in the higher position; and
- 4.3.2** in the case of members of VicSuper, the Employee's salary for superannuation contribution purposes shall be the salary (including gratuity, if any) applicable to the lower position to which they have transferred.

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED
CLASSIFICATION DESCRIPTORS

SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED CLASSIFICATION DESCRIPTORS

TABLE 1 – VPS NON-EXECUTIVE CAREER STRUCTURE CLASSIFICATION AND VALUE RANGE STANDARD DESCRIPTORS

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A
Accountability and Frameworks	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> • Clear and detailed instructions are provided; tasks are covered by standard procedures; • Deviation from procedures or unfamiliar situations are referred to higher levels; and • Work is regularly checked <p>Influences own daily work priorities and schedules under direction of supervisor</p> <p>Accountable for accuracy and timeliness of outputs</p>	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p> <p>Analysis and advice contributes to decision making by others</p> <p>Manages budget and resources for the work area</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation</p>
Innovation and Originality	<p>The focus is on maintaining existing systems and processes</p> <p>Identifies opportunities to improve own efficiency and suggests these to supervisor</p>	<p>Judgement is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Creatively deals with problems within the work area</p>	<p>Initiates improvements to procedures within the work area</p>	<p>Assesses and responds to policy and process changes in the work area</p> <p>Identifies and applies developments within professional field to problem solving within the work area</p>	<p>Innovative thinking is an inherent feature of the job</p> <p>Defines the appropriate methodology in the analysis of policy or research options</p>

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED
CLASSIFICATION DESCRIPTORS

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Communication	<p>1.1B</p> <p>Provides and receives routine information</p> <p>Communication is mainly focused on routine issues that may require an understanding of the operational context</p>	<p>2.1B</p> <p>Explains rules, procedures and operational policies to individual clients or colleagues</p> <p>Presents routine information to small groups and provides feedback to organisation</p> <p>Draft routine internal reports and correspondence</p> <p>Liaises with stakeholders, clients and external providers of goods and services</p> <p>Suggests alternative approaches to clients or stakeholders</p> <p>Understands procedures for effectively dealing with people exhibiting challenging behaviours</p>	<p>2.2B</p> <p>Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups</p> <p>Uses persuasion skills in dealing with an individual client, colleague, service provider or the like</p>	<p>3.1B</p> <p>May lead a team through activities including individual and team performance management and development</p> <p>Explains concepts and policies to clients, stakeholders and staff</p> <p>Plans, leads and facilitates information sessions and consultative processes in a range of settings</p> <p>Prepares briefs on sensitive issues for consideration of others</p> <p>Draft public communication documents</p> <p>Communicates issues and advocates a preferred case or option to stakeholders</p> <p>Communicate professional/ technical concepts and advice</p> <p>Provides communication guidance to less experienced colleagues</p> <p>Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers</p>	<p>3.2B</p> <p>Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues</p> <p>Prepares complex operational reports requiring in-depth factual analysis</p>	<p>4.1B</p> <p>Conveys specialist concepts and policies to clients, staff and stakeholders</p> <p>Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level</p> <p>Develops and implements operational communication and consultation strategies on specific projects</p> <p>Applies negotiation persuasion and motivation skills to manage staff and stakeholders</p>

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED
CLASSIFICATION DESCRIPTORS

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Knowledge and Proficiency	<p>1.1C</p> <p>Focus is on learning, developing and refining work skills</p> <p>Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills</p> <p>Requires understanding of general office work routines and procedures</p> <p>Acquire and apply proficiency in standard office equipment and computer applications</p>	<p>2.1C</p> <p>Understands and applies theoretical principles, under supervision, to achieve defined outcomes</p> <p>Develops knowledge of established techniques and organisational processes</p> <p>Proficient in use of software or technical equipment</p> <p>Knowledge of legislation, regulations, policies and processes relevant and specific to the role</p>	<p>2.2C</p> <p>Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations</p> <p>Local reference point in operational processes and procedures</p>	<p>3.1C</p> <p>Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations</p> <p>Authoritative in application of processes and policy relevant to the work unit</p> <p>Knowledge of relevant legislation, regulations, policies and processes</p>	<p>3.2C</p> <p>Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field</p> <p>Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives</p>	<p>4.1C</p> <p>Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving</p> <p>Applies sound theoretical and practical expertise in development of policy options</p> <p>Authoritative in application of processes</p>
Policy and Projects	<p>1.1D</p> <p>Provides administrative support to policy and projects, consistent with the support elements described in 1.1B</p>	<p>2.1D</p> <p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and prepares simple reports</p>	<p>2.2D</p> <p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction or coordinates project steps</p> <p>Contributes to operational service delivery policy development</p>	<p>3.1D</p> <p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others</p> <p>Conducts projects of defined scope under direction</p> <p>Obtains, summarises and reports on stakeholder views</p>	<p>3.2D</p> <p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects under direction</p> <p>Contributes to planning on large projects</p>	<p>4.1D</p> <p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and implements operational policy which impacts the immediate work area</p> <p>Contributes to strategic policy development within a specific field of expertise</p> <p>Manages projects, usually under limited direction</p> <p>Contributes expertise to a team working on complex projects</p> <p>Prepares project scopes and briefs within broad parameters</p> <p>Manages multi-disciplinary project teams</p>

VICTORIAN PUBLIC SERVICE WORKPLACE DETERMINATION 2012
SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED
CLASSIFICATION DESCRIPTORS

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Administrative and Corporate Support	<p>1.1E</p> <p>Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork</p>	<p>2.1E</p> <p>Provides office support through activities such as using and maintaining standard office equipment and software</p> <p>Drafts routine correspondence and minutes</p> <p>Organises routine meetings and small functions</p> <p>Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1B</p>	<p>2.2E</p> <p>Responsible for office support services and systems for a work unit</p> <p>Documents meeting outcomes in more complex situations</p> <p>Provides support to contract administration</p> <p>Demonstrates problem solving in processing work</p> <p>Create and maintains local databases or reporting systems utilising standard software</p> <p>Analyse standard reports and data to identify exceptions</p>	<p>3.1E</p> <p>May lead a corporate support team</p> <p>Manages team performance through activities such as monitoring and reporting</p> <p>Maintains corporate databases and completes analysis</p> <p>Monitors and administers straight forward, local contracts and service agreements within a well defined service delivery framework</p>	<p>3.2E</p> <p>Prepares and analyses reports from corporate databases to support decision making in the broader work area</p> <p>Develops local databases or reporting systems</p> <p>Negotiate straight forward, local contracts and service agreements</p>	<p>4.1E</p> <p>Leads a larger or complex corporate support work unit</p> <p>Provides specialist administrative and corporate support expertise</p> <p>Negotiates and manages straight forward, corporate contracts and service agreements</p> <p>Drafts reports and recommendations by interpreting and analysing data</p>
Operational Service Delivery	<p>1.1F</p> <p>Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications, individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>2.1F</p> <p>Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>2.2F</p> <p>Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>3.1F</p> <p>Supervises a service delivery team</p> <p>Assesses client needs and delivers a range of services in complex situations</p> <p>Investigates and assesses actions by individuals or organisations against legislation, rules, regulations, service agreements</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>3.2F</p> <p>Reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>4.1F</p> <p>Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>

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	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Technical/Specialist	<p>1.1G</p> <p>Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>2.1G</p> <p>Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>2.2G</p> <p>Modifies routine scientific, technical or specialist procedures to a limited specification</p> <p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>3.1G</p> <p>Conducts small to medium scientific, technical or specialist projects defined by others</p> <p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desk-top studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>3.2G</p> <p>Plan small to medium scientific, technical or specialist projects</p> <p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>4.1G</p> <p>Manages a scientific, technical or specialist team and/or projects</p> <p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>

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	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Decision Making	5.1A	5.2A	6.1A	6.2A
Rules, Guidelines, and Frameworks	<p>Decisions often impact upon staff, peers and clients outside the immediate work area</p> <p>Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>Advice and analysis influences policy development</p> <p>Contributes to strategic business planning</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p>	<p>Decisions may set precedents for peers</p> <p>Develops business plans to deliver on evolving organisational priorities</p>	<p>Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities</p> <p>Participates in strategic planning and contributes to strategic decision making process</p> <p>Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans</p>	<p>Develops policies, programs and initiatives that impact on programs or major functional areas</p> <p>Required to interpret general policy framework to make decisions in the absence of definitive operational policies</p>
Innovation and Originality	<p>Innovative thinking and analysis influences developments within area of responsibility</p>	<p>Solutions and thinking may advance organisational innovation or occupational/professional knowledge</p> <p>Creatively develops options in a changing organisational environment</p>	<p>Identifies and responds to new and emerging strategic issues impacting on the operating environment</p>	<p>Contributes advanced expertise and knowledge to strategic planning and decision making processes</p>

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	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Communication	<p>5.1B</p> <p>Initiates and maintains relationships with peer and senior internal and external stakeholders</p> <p>Focuses on understanding stakeholder issues</p> <p>Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice</p> <p>Prepares technical reports at an advanced professional level</p>	<p>5.2B</p> <p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement</p> <p>Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels</p> <p>Manages consultation processes including engagement with key stakeholders.</p> <p>Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice</p> <p>Is influential in negotiations with external suppliers of major services</p>	<p>6.1B</p> <p>Purpose of communication may be to resolve complex issues through a process of consultation and negotiation</p> <p>Prepares technical reports at an authoritative level</p> <p>Develops briefs on highly complex issues that provide options for decision within an organisation</p> <p>Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>Focuses on understanding stakeholder issues and influencing their views</p> <p>Provides authoritative expert advice on complex issues within own area</p>	<p>6.2B</p> <p>Is required to use formal and informal channels to influence organisation or program management to achieve goals</p> <p>Influences stakeholders holding competing priorities and views</p> <p>Briefs high level stakeholders in own area of expertise in a variety of forums</p> <p>Operates with loosely defined hierarchies of decision-making</p> <p>Negotiates to resolve differences to achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>

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	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Policy and Projects	<p>5.1C</p> <p>Formulates policy options and advice Develops project briefs consistent with business plan direction Manages and leads projects Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision</p>	<p>5.2C</p> <p>Advocates policy options Manages and leads complex projects</p>	<p>6.1C</p> <p>Responsible for operational policy or service development impacting on a major functional area Responsible for implementation of endorsed strategic policy within the functional area Routinely advises senior stakeholders on policy issues and solutions within a functional area</p>	<p>6.2C</p> <p>Responsible for operational policy or service development that has significant impact across functional areas Responsible for implementation of endorsed strategic policy across functional areas Area of expertise and responsibility is complicated by the scale and difficulty of the issues Manages major projects for the organisation Provides policy advice to government, senior levels of the organisation and key external stakeholders</p>
Administrative and Corporate Support	<p>5.1D</p> <p>Manages a discrete function with limited budget or staff responsibilities Provides high level expertise dealing with more complex issues in a specialised corporate support function</p>	<p>5.2D</p> <p>Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function</p>	<p>6.1D</p> <p>Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation</p>	<p>6.2D</p> <p>Provides leadership and guidance based on advanced expertise Manages a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance Leads strategic corporate initiatives</p>
Operational Service Delivery	<p>5.1E</p> <p>Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility Determines service delivery resource allocation Provides specialist professional services or advice</p>	<p>5.2E</p> <p>Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p>	<p>6.1E</p> <p>Manages a large scale organisational service or regional delivery function Develops service delivery models within business plans and objectives Provides highly specialist services or expert advice on service delivery</p>	<p>6.2E</p> <p>Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects</p>

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	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Technical Specialist	<p>5.1F Specialist in an area of their profession and relied on for advice in this field Undertakes complex independent scientific, technical or specialist work and analysis Initiates research and analysis within an area of expertise consistent with organisational objectives</p>	<p>5.2F Provides leadership and guidance to other specialists in the field Contributes to the development of standards relating to the sector, program or profession</p>	<p>6.1F Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs Routinely advises senior levels of the organisation on policy issues and solutions within a functional area Develop technical or professional standards for the organisation</p>	<p>6.2F Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise</p>
Knowledge and Proficiency	<p>5.1G Uses specialist knowledge within a confined field to challenge policies and professional concepts Applies complex concepts to policy development or research Provides leadership in the adaptation and application of concepts to operational matters within local work area Models high level leadership attributes</p>	<p>5.2G Modifies and applies concepts to new situations that may impact beyond the immediate work area Provides leadership in the application of concepts to policy development</p>	<p>6.1G Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives Applies complex concepts drawn from non-related fields to address policy issues High level expertise in the field or discipline</p>	<p>6.2G Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives High level expertise in the program area High level expertise in a field or discipline that is critical to the program or organisation</p>

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Senior Technical Specialist			
	VR 1	VR 2	VR 3
Senior Technical/Specialist	<p>7.1A</p> <p>Leads highly specialised professional research, Provides professional leadership in a major program or field of research</p> <p>Manages a significant professional research institute or function with significant resource management responsibilities</p> <p>Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program</p> <p>Responsible for quality professional outcomes of work</p> <p>Understands the implications of the work and its impact on/contribution to Departmental or Government policy</p> <p>Provides professional leadership and development of staff in area of professional expertise</p> <p>Influences departmental policy direction and may develop or change policy as a result of specialised work or research.</p> <p>Responsible for the quality professional outcomes of major projects</p> <p>Departmental and Statewide reputation is associated with positions at this level</p>	<p>7.2A</p> <p>This value range is characterised by work consistent with that expressed in value range 1 with broader scope, complexity and impact</p> <p>Provides authoritative advice and leadership in area of expertise</p> <p>Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency</p> <p>Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise</p> <p>Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals</p>	<p>7.3A</p> <p>Regarded as having the highest level of expertise within the Agency and is recognised nationally, and internationally in narrower fields</p> <p>Expertise is of primary importance to the Department/Government</p> <p>Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise</p> <p>Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects</p>
Decision Making			

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Senior Technical Specialist			
	VR 1	VR 2	VR 3
Accountability and Frameworks	7.1B Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards Generates strategic directions and programs for the agency or the sector Develops strategic frameworks for research or industry development Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour Outcomes directly affect external perceptions of the Department by Government and the community Influences the national and international debate in the profession/ field of expertise		
Innovation and Originality	7.1C Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects Identifies and responds to new and emerging issues in the field and their longer term implications for the State		

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Senior Technical Specialist			
	VR 1	VR 2	VR 3
Communication	<p>7.1D</p> <p>Interacts with executives/ professional staff within the organization and with other experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned</p> <p>Close interaction with other professionals in the field</p> <p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>	<p>7.2D</p> <p>Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>7.3D</p> <p>Initiates and negotiates joint research programs with universities and other agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time</p>
Knowledge and Proficiency	<p>7.1E</p> <p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p> <p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		

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TABLE 2: LEGAL GRADE AND VALUE RANGE DESCRIPTORS

<p>Legal Category Definition A Legal Officer is in a job that requires a mandatory legal qualification, admission to practise (or is preparing for admission to practise) and the sole or major focus is the practice of law. This includes:</p> <ul style="list-style-type: none"> • preparing, conducting and advocating cases; • briefing counsel and supervising lawyers in private practice who represent the agency; • preparing legal documents • providing legal advice and opinions; • researching and interpreting case law, precedents, legal procedures and legislation; • interpreting legislation and precedent; and • developing and reviewing legislation 	<p>Articled Clerk Grade description An articled clerk functions within an environment that reflects an understanding and appreciation of the structures of the Victorian legal system. In this context, articled clerks continue to acquire knowledge and apply professional legal knowledge under direct supervision. The focus is on applying professional knowledge under supervision. Routine work is dealt with independently. Professional legal work is checked and approved by others.</p>	<p>Solicitor – Level 1 Grade description Solicitor Level 1 is the minimum entry level for an admitted solicitor with limited* or no practice experience or for roles working within a well-defined operational environment under direct supervision. <i>Note* Limited practice experience would typically be characterised by less than 12 months experience.</i> The focus at this level is to undertake professional tasks within established guidelines and policies. Level 1 Solicitors progress to Level 2 following 12 months service or earlier provided they meet the performance standards of the Department/ Agency at this level and the work is required at Level 2.</p>	<p>Solicitor-- Level 2 Grade description The working environment provides broad guidelines and procedures in which the person is expected to confidently adapt and apply knowledge to their work. The role requires diminishing supervision for routine matters and operates within a more challenging functional environment. The job focus changes to undertaking professional tasks within established guidelines and policies with greater independence.</p>	<p>Solicitor – Level 3 Grade description Independent performance of legal professional work at an advanced level. Capable of working independently in providing legal advice and regarded as developing a key functional expertise within the area of expertise. May have responsibility for mentoring less experienced legal staff</p>
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<i>Note: Legal adaptive descriptors are to be read in conjunction with the VPS Grade and Value range descriptors with which they align.</i>	VPS Grade 2 VR1	Value Range 1 VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
Litigation	VPS Grade and Value Range descriptors apply	Provides support to more experienced legal officers in courts, tribunals and review forums Assists with interviewing witnesses and taking statements Provides routine advice within established procedural frameworks Assists in preparing and presenting cases in a range of review forums, tribunals and courts Attend directions hearings and routine case conferences	Assesses case requirements and implements appropriate processes from a range of accepted options Assists with preparation for negotiations between opposing parties. Assess adequacy of evidence in routine cases Prepares for routine litigation in Magistrates Courts, County Courts and tribunals Appears in routine matters in the Magistrates and County Courts, and tribunals including mentions and case conferences Prepares and instructs in routine committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals Assists in the development of legal strategies	Prepares more complex cases/ matters Negotiates settlement agreements within defined parameters. Instructs in more complex committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals	Participates in negotiations and recommends dispute settlements Prepare and/or instructs in more complex committals, summary prosecutions, inquests, trials and appeals Manages cases involving less prescription or limited precedents Briefs and instructs counsel on moderately complex matters Appears in matters in the Magistrates and County Courts, and tribunals including mentions and case conferences including cases of a more complex nature
Advice Work	VPS Grade and Value Range descriptors apply	Prepares legal briefs and advice under supervision Undertakes legal research under direction to contribute to decision making by others Provides routine advice within established procedural frameworks	Recommends appropriate legal courses of action from a range of alternatives based on known practice and precedents Liaises with, and provides information to, individuals, court and tribunal staff and other agencies Advises on the requirements on contracts and agreements Researches and reports on case law and recent legal developments Assesses actions by individuals or organisations against legislation, rules, regulations and service agreements	Prepares detailed documents requiring detailed legal analysis Contributes to planning of legal strategies, research or policy development Identifies and applies legal developments to problem solving within a specific work area of the organisation.	Develops legal policy proposals for consideration by others Provides advice in a specialised area of law under broad direction Advises stakeholders on a broad range of legal matters consistent with the area of specialisation Provides advice on issues involving the consideration of moderately complex factual, legal or evidentiary issues within establish frameworks

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<i>Note: Legal adaptive descriptors are to be read in conjunction with the VPS Grade and Value range descriptors with which they align.</i>	VPS Grade 2 VR1	Value Range 1 VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
Legislative Drafting	VPS Grade and Value Range descriptors apply		Contributes to developing drafting instructions for legislation Supports more experienced staff in preparing subordinate legislation	Prepares straightforward draft subordinate legislation for review by supervisors Prepares drafting instructions independently for straightforward legislative proposals incorporating stakeholders views	Drafts bills under general direction for consideration by others Undertake research and evaluation and provide advice on legislation and government policy Seeks stakeholders views and applies understanding of current issues in developing proposals and advice Prepares drafting instructions and supporting documentation for legislation under direction
Legal Drafting	VPS Grade and Value Range descriptors apply	Uses basic precedents to prepare legal documentation under supervision Prepares preliminary draft contracts and agreements Undertakes research to support more experienced staff in preparing legal policy proposals	Prepares routine legal documents regularly requiring the application of established precedent Researches issues and prepares legal advice within a framework set by others Prepares routine public communication guides on legal issues	Undertakes legal drafting projects where precedent is not as well defined.	Prepares complex reports, briefs and correspondence on issues that impact at program or organisational level Examine and report on complex legal instruments and decisions Drafts complex legal agreements with some precedent

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	Senior Solicitor	Principal Solicitor
	<p>Grade description A senior legal officer with a substantial advisory, research and development role in a specialist area of law or a senior legal practitioner within a diverse legal environment Independently manages complex or sensitive matters within the field of expertise Deals with significantly complex matters under limited direction May be the Agency contact on a particular area of law. May manage or supervise a small legal office/ unit or specialised team.</p>	<p>Grade description May manage a small to medium legal office or area of major specialisation. Interprets the environment and makes decisions where there is limited precedent and creatively applies concepts to new situations. Roles at this level are expected to identify and respond to new and emerging legal issues and deal with more complex or sensitive matters within the field of expertise</p>

	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
Litigation	<p>Prepares, and instructs counsel in complex and/ or sensitive matters Represents the agency within Government and externally in the area of specialisation Appears in contested and indictable matters in the magistrates and county courts Co-ordinates complex criminal prosecutions Exercises judgement within established parameters in negotiating and developing proposals to settle complex matters Provides advice to team members in developing /endorsing preferred litigation options</p>	<p>Negotiates and manages complex or highly sensitive cases and disputes Provides professional leadership within the area of specialisation/expertise</p>	<p>Works independently on highly complex cases May act as a solicitor advocate in the county and supreme courts on indictable matters which cannot be heard summarily Develops briefs and/or advice on highly complex issues which provide options for decision at the highest level with the agency Provides high level advice in an area of specialisation Develops strategies for management of complex legal proceedings Manages key stakeholder interests</p>	<p>Provides leadership and guidance based on advance expertise in an area of specialisation or in a broad range of legal matters to senior stakeholder</p>
Advice Work	<p>Initiates research and analysis to provide advice on complex or cross discipline matters Provides authoritative legal advice within the area of specialisation Provides specialist legal expertise and advice to policy/practice development</p>	<p>Provides professional leadership within the area of specialisation The level of immediate supervision diminishes and advice is provided in an environment that is less prescribed</p>	<p>Provides authoritative advice internally and/ or to other agencies on sensitive and/ or complex legal issues Provides authoritative written and oral advice on complex and challenging matters to stakeholders Prepares and manages strategies for complex legal proceedings</p>	<p>Provides leadership and guidance based on advanced legal expertise Identifies and advises on new and emerging issues in the law and their longer term implications for the state</p>
Legislative Drafting	<p>Plans moderately complex and/ or sensitive legislation and supporting documentation Drafts moderately complex and/ or sensitive legislation Provides advice on legislative proposals within specified parameters Prepares drafting instructions and supporting documentation for moderately complex and/ or sensitive legislation</p>	<p>The level of immediate supervision diminishes and work is in an environment that is less prescribed</p>	<p>Drafts complex and/or sensitive legislation and settle associated Parliamentary documentation Prepares and manages strategies for complex matters including significant legislative change Manages and leads legislation review projects Provides authoritative advice on legislative proposals Analyses complex instructions to prepare proposals that incorporate stakeholder views</p>	<p>Provides professional leadership within the area of expertise Prepares and manages strategies for resolving complex matters including significant legislative change</p>

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	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
Legal Drafting	<p>Prepares proposals for changes to the law and policy for consideration by managers</p> <p>Researches and prepares reports at an advanced professional level</p> <p>Prepares high-level written advice, proposals and briefings within the area of specialisation</p> <p>Develops briefs on complex issues that provide options for discussion and consideration</p>	<p>Co-ordinates complex legal projects</p> <p>Works on legal drafting projects where the level of specification is less prescribed</p>	<p>Develops briefs on complex issues that provide definitive options</p> <p>Prepares public communication documents on contentious/sensitive legal matters</p> <p>Formulate strategies to deal with highly sensitive legal matters</p> <p>Initiates legal research and analysis within the area of expertise</p>	<p>Develops proposals, conducts and implements major legal reviews</p>

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TABLE 3: SPEECH THERAPISTS, SOCIAL WORKERS, PSYCHOLOGISTS/GUIDANCE OFFICERS AND RELATED PROFESSIONS (ALLIED HEALTH) GRADE AND VALUE RANGE DESCRIPTORS

Allied Health Adaptive Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align.	Local Title Allied Health Grade 1		Local Title Allied Health Grade 2		Local Title Allied Health Grade 3	Local Title Allied Health Grade 4	
	VPS Grade 2VR 1	VPS Grade 2 VR 2	VPS Grade 3VR 1	VPS Grade 3VR 2	VPS Grade 4	VPS Grade 5 VR1	VPS Grade 5 VR2
<p>Definition</p> <p>The primary purpose of the job is the actual practice of the profession and such management functions associated with the profession as are provided for in the adaptive descriptors. The occupational group requires a mandatory qualification in the area of the profession or equivalent and registration with the appropriate professional body where required.</p> <p>The category includes psychologists, guidance officers, speech pathologists, social workers, welfare workers and other clinicians including occupational therapists, physiotherapists and dieticians. The Allied Health category</p>	<p>Jobs at this level require a mandatory qualification below degree level</p> <p>Provides client support within a well defined service delivery framework</p> <p>Assesses client needs, develops case plans and implements appropriate action where solutions are clearly defined</p> <p>Applies theoretical principles to case management under general guidance and supervision</p> <p>Advises clients and initiates intervention strategies in routine cases</p> <p>Liaises with clients, families, caregivers and service providers to address client needs in routine cases</p> <p>Provide information to clients and families on available services</p> <p>Maintains client records and case notes/history</p> <p>Participates in</p>	<p>Minimum entry level for mandatory degree qualified roles</p> <p>Assesses client needs, develop case plans and implements appropriate action from a range of accepted options</p> <p>Identifies and develops alternative options within established parameters</p> <p>Advises clients and initiates intervention strategies</p> <p>Works with other professionals in dealing with complex cases</p> <p>Recommends case management strategies, including referrals</p> <p>Monitors, evaluates and reports on case plans</p> <p>Facilitates programs for clients either directly or in conjunction with specialist professionals</p> <p>Liaises with other staff and external service providers regarding the needs of the client and their family</p>	<p>Assesses client needs and delivers a range of services in complex situations within generally defined parameters</p> <p>Provides standard professional services independently within defined organisational parameters</p> <p>Manages complex cases under professional guidance and supervision</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Develops targeted interventions through application of professional guidelines</p> <p>Explains professional concepts and approaches to clients, stakeholders, colleagues and staff</p> <p>Facilitates individual or group programs for clients</p> <p>Prepares reports and</p>	<p>Reviews client assessments and associated service delivery plans</p> <p>Provides guidance for others in the work area and/ or related areas</p> <p>Provides operational leadership in terms of local issues and strategy and contributes to policy development within the organisation</p> <p>Influences management and colleagues on operational strategies</p> <p>Prepares complex professional reports requiring in-depth factual analysis including assessments and recommendations for consideration by others</p>	<p>Undertakes advanced therapeutic interventions, including cross agency collaboration and education</p> <p>Determines operational service delivery plans based on professional and industry standards</p> <p>May manage a team of staff delivering professional services, including resource allocation</p> <p>Makes decisions on service provision to resolve complex problems</p> <p>Autonomous in provision of professional services in dealing with complex matters within operational guidelines and policies</p> <p>Applies sound theoretical knowledge and practical expertise in developing service delivery options</p> <p>Contributes to policy formulation on service delivery</p>	<p>Specialist in an area of their profession and relied on for advice in the field</p> <p>Manages a defined service delivery function or project/s</p> <p>Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration</p> <p>Makes decisions on complex intervention strategies that may have significant consequences for clients and their families</p> <p>Contributes to the development of knowledge and innovation in a narrow field of the profession</p> <p>Provides leadership, training and development for others in the adaptation and application of professional concepts</p>	<p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p> <p>Manages the delivery of multi-disciplinary service including increased budget, staff responsibilities, or sensitive or complex issues</p> <p>Contributes to the development of standards in the profession</p>

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<p>excludes professionals in other occupational classification categories.</p>	<p>development and delivery of programs for clients</p>		<p>advice within policy frameworks Provides definitive advice in respect of client needs in the area of the profession Conducts professional projects of defined scope under direction Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, providers, staff, peers and managers</p>		<p>Provides professional guidance and coaching for less qualified and/or experienced staff</p>		
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TABLE 4: SCIENCE GRADE AND VALUE RANGE DESCRIPTORS

The Science Grade and Value Range Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align. The Science Descriptors set out work value statements to detail the work value characteristics of the science profession that are not captured in the VPS general descriptors. The first reference for job classification is the Science Grade and Value Range descriptors. Descriptors are not job descriptions, performance standards, and progression or selection criteria. Descriptors are considered on the basis of best fit to classify a job with regard to its work value. Some descriptors may apply and some descriptors may not apply for any given job. Job classification is based on a “whole of job” consideration, following comparison with the Grade and Value Range Descriptors.

	Science A Local title to be inserted			Science B Local title to be inserted
	Grade Description Science A VR1 is generally, an entry level for science graduates and the focus is on applying broad theoretical knowledge. The working environment is well defined and scientific work is conducted under general supervision. Within VR2 &3, the working environment provides broad guidelines and procedures in which the person is expected to develop specialist skills whilst confidently adapting and applying knowledge to their work.			Grade Description Independent performance of professional work at an advanced level. Judgement and innovation are demonstrated at a level consistent with being an established professional.
Science Category Definition	Value Range 1 VPS Grade 2 VR2	Value Range 2 VPS Grade 3 VR1	Value Range 3 VPS Grade 3 VR2	VPS Grade 4

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<p>Science</p> <p>The position requires a science* based qualification** and the focus of the job is the creation, development and/or application of scientific knowledge.</p> <p>The context of a role will vary but may include: applied research for the resolution of specific problems;</p> <p>strategic (basic) research which contributes to the development of new knowledge;</p> <p>undertaking scientific research using computer based analytical tools;</p> <p>testing, analysing and reporting;</p> <p>undertaking investigations;</p> <p>advising and informing stakeholders on scientific matters;</p> <p>compliance related activities;</p> <p>risk assessment and management;</p> <p>development of science-based policy;</p> <p>assisting clients in the adopting of new on-ground practices, including extension work which is defined as on-going dialogue with clients dealing with science concepts.</p> <p>*Includes a Degree for new staff and a relevant Diploma for existing staff as at the operative date.</p> <p>** Defined as physical and life sciences, or directly related fields by agreement.</p> <p>The Science adaptive structure excludes Graduate Recruitment programs and professionals in other occupational categories where a science qualification is optional.</p>	<p>Participates as a team member on science projects</p> <p>Communicates effectively with team members.</p> <p>Developing more detailed practical knowledge within a specific scientific discipline</p> <p>May be required to partially modify procedures</p> <p>Assists in scoping projects and reviewing literature</p> <p>Under supervision, develops schedules of scientific, extension, enforcement and technical activities required in a project</p> <p>May contribute data to publications – where not precluded by contractual obligations.</p> <p>Presents work at informal seminars</p> <p>Communicates (orally and in writing) research and scientific findings (appropriate communication media are determined by the nature of the science role – e.g. written work might encompass newspaper articles or advisory work, or contributing a paper for a scientific journal)</p>	<p>Co-author, or independently author, journal articles within the field of expertise, professional parameters and responsibility</p> <p>Presents posters (or similar) at seminars/conferences within the area of expertise</p> <p>Where appropriate, prepares sub-project submissions for funding</p> <p>May supervise a small project team</p> <p>May regularly interact with a range of external or internal clients to provide advice or specialist information.</p> <p>Investigates, accurately analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques, including addressing farmers, community groups and school students.</p> <p>Applies understanding of professional ethics and the scientific method in the development, conduct and interpretation of work</p>	<p>Developing independent scientific professional judgement and skill within own area of expertise</p> <p>Has responsibility for delivering and reporting on quality research, extension or enforcement outputs</p> <p>Adapts knowledge to novel situations</p> <p>Develops and maintains collaborative research projects with relevant organisations</p> <p>Is becoming a recognised specialist within a specific, but limited, subject area.</p> <p>May control a laboratory function or field operation where a variety of related scientific functions are performed</p> <p>When planning and evaluating science projects, gives consideration to government policy direction, market segmentation, community expectations and other relevant parameters</p> <p>Continuing to establish a publication record where appropriate to the role and organisational requirements</p> <p>Gives oral presentations on more complex matters at seminars/conference</p>	<p>Is a recognised specialist within a specific scientific discipline</p> <p>Exercises considerable amount of independent scientific professional judgement and skill.</p> <p>Has an established record of publication, including journal articles, conference papers and reports</p> <p>May be asked to referee external scientific papers</p> <p>Prepares and delivers addresses and lectures to stakeholder bodies, university students and peer professionals</p> <p>May prepare/present scientific evidence for use in prosecutions</p> <p>May manage laboratories, project teams or field operatives</p> <p>Formulates and supervises experimental and professional development programs for less experienced colleagues</p> <p>Provides coaching and mentoring to junior colleagues and students in developing skills in experiments planning and ethical standards</p> <p>May supervise Honours/Masters students or co-supervise PhD students</p> <p>Project methods and experimental design requires innovative approach</p> <p>Develops consultation and communication processes with collaborators, customers and the community</p>
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Note. The work of some scientists relates to commercially contracted work and there may be restrictions as to how and where publication can occur. All references to publication in this document are qualified in this manner.

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	Science C Local title to be inserted		Science D Local title to be inserted	
	Grade description May be: A high-level specialist/researcher; or A manager of a scientific organisational unit (usually multi-disciplinary) or scientific manager of large projects; and Accepted by peers, stakeholders and managers as an authoritative specialist.		Grade description There is a need to resolve major conceptual scientific, technical, commercial or management problems that have significant impact on the scientific field or the organisational unit. Is likely to set new directions for the subject or program area, based on community, national and/or international trends. May operate as one of the agency or State's leading experts in their field.	
	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
	<p>Has an in-depth knowledge within a specialised area of science, although is not necessarily the most senior authoritative adviser</p> <p>Is developing a national reputation amongst peers in the same field of science.</p> <p>Independently performs scientific work at an advanced level.</p> <p>Provides high level professional leadership</p> <p>Actively mentors less experienced staff and peers within the area of expertise</p> <p>Leads the development of new areas of work</p> <p>Makes original contribution to scientific knowledge</p> <p>May have own review articles published</p> <p>May be invited to speak at national conferences</p> <p>May identify sources of funding and funding opportunities from external parties and leads efforts to secure funding</p> <p>Negotiates and collaborates with stakeholders to advance organisational aims.</p> <p>Provides expert evidence in legal matters</p>	<p>Modifies and applies scientific precedents and concepts to new situations that may have a resultant impact in other areas and /or results in a substantial scientific redirection</p> <p>Critically analyses and synthesises scientific data, resulting in knowledge generation and recommendations for changed approaches that impact beyond the immediate work area. Makes a continuing impact within their field of expertise through the discovery and communication of new knowledge</p> <p>May be invited to publish review articles on scientific knowledge</p> <p>Influences stakeholders (internal and external).</p> <p>Integrates scientific concepts across disciplines</p> <p>May be involved in the commercialisation processes to the extent of specialist expertise; identification of intellectual property; providing advice on implications and potential use; promoting potential applications and benefits to commercial partners</p> <p>Ensures project deliverables are aligned with program outcomes and government policy</p>	<p>Provides definitive written and oral advice on complex and challenging scientific matters</p> <p>May be a member of the editorial advisory board of international or national scientific journals</p> <p>May be invited to international conferences as expert speaker</p> <p>Identifies emerging technical and economic issues.</p> <p>Critically analyses and synthesises scientific data, resulting in recommendations that have broad implications</p> <p>Plans, initiates and implements research, extension or policy responses in anticipation of significant scientific, social economic, policy or environmental changes</p> <p>Leads research into complex, sensitive or contentious scientific matters</p> <p>Line manages a substantial scientific and/or technical multi-disciplinary organisational unit; or is a knowledge leader or expert within that scientific discipline</p> <p>May supervise or examine PhD students</p>	<p>Initiates negotiation with relevant stakeholders on complex, sensitive or contentious scientific matters</p> <p>Develops scientific solutions/techniques or strategies that have significant implications for the discipline</p> <p>Participates at a senior level in state, national or international working parties and committees</p> <p>Influences policy development through the targeted communication of complex scientific information</p> <p>Is acknowledged by peers as a national or international scientific leader within the particular scientific discipline</p>

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TABLE 5: CUSTODIAL OFFICER CLASSIFICATION DESCRIPTORS

Trainee Prison Officer	Prison Officer	Senior Prison Officer Industry Officer	Prison Supervisor Industry Supervisor
<p>Relates only to Prison Officer recruit training, typically a course of around 7 weeks conducted off-site with a two-week on-the-job training component.</p> <p>The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment.</p> <p>A COG 1 Prison Officer:</p> <ol style="list-style-type: none"> 1. In the prison environment always works under close supervision, either individually or in a team. 2. Undertakes specific and defined tasks within established rules under close supervision. 3. Works under clear and detailed instructions; tasks are covered by standard procedures. 4. Is aware that deviation from procedures or unfamiliar situations is to be referred to higher ranks. 5. Performs work that is regularly checked. 6. Maintains existing systems and processes. 7. Provides and receives routine information. 8. Has a focus on learning, developing and refining work skills. 9. Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills. 	<p>A COG 2A Prison Officer</p> <ol style="list-style-type: none"> 1. Provides standard services under general supervision and within a defined service delivery framework (e.g. Director's Instructions, Local Operating Procedures). 2. Maintains security in accordance with established procedures and controls offender movement through surveillance and the operation of security equipment. 3. Manages prisoners, within defined procedures, in such a way as to maintain security and good order, achieve co-operation, and promote rehabilitation. 4. Monitors current service delivery methods and identifies and recommends improvements to ensure that higher quality service is achieved. 5. Provides information and explains rules, procedures and operational policies to individual prisoners and, where appropriate, to colleagues. 6. Resolves conflicts, issues and problems within guidelines and procedures. 7. Administers emergency first aid where required. 8. In accordance with operating procedures, interviews, assesses and supervises prisoners and administers routine questionnaires and tests to prisoners. 9. Under general supervision, develops individual case plans and monitors prisoners' progress against those plans, motivating prisoners to engage in activities intended to reduce the risk of re-offending. 10. Facilitates the attendance of prisoners at scheduled activities and programs. 11. Ensures maintenance and correct usage of equipment. 12. Provides advice on operational issues to senior staff. 	<p>A COG 2B Officer additionally:</p> <ol style="list-style-type: none"> 1. Typically supervises a team or delivers a service within the prison for which specialist skills or training – including trade or industry skills – are required. 2. Supervises, coaches and trains less experienced staff. 3. Provides direction and feedback to staff who report to him or her. 4. Manages more complex offenders, developing case plans and working closely with relevant agencies to achieve case planning goals. 5. Initiate improvements to service delivery within their area of responsibility consistent with local or organisational guidelines. 6. Conducts basic analysis of statistical information relevant to role. 7. Implements and maintains procedures and systems relevant to area of responsibility. 8. Monitors quality of service delivery and ensures that events / processing occurs in a timely and efficient manner. 9. If employed in an Industry, provides training and instruction to offenders in a specific industry. 10. Exercises professional judgement about the application of rules, or the selection of choices within guidelines. 11. Resolves local operational service delivery problems within guidelines. 12. Reviews decisions, assessments and recommendations from less experienced team members. 13. Determines the work organisation of the work area. 14. Provides analysis and advice to contribute to decision-making by others. 15. Within guidelines, may manage budget and resources for the work area. 16. Lead a team through activities including individual 	<p>A COG 3 Officer additionally:</p> <ol style="list-style-type: none"> 1. Manages a Unit / specialist function with a level of accountability for its physical, financial and human resources. 2. May be required to be the officer-in-charge of a prison. 3. Manages the performance of staff members in his or her work area, including identifying training and development needs and ensuring standards of professionalism. 4. Resolves complex and challenging problems. 5. Is responsible for maintaining security and control, offender movement, discipline and welfare within work area. 6. Chairs selected prison committees. 7. Performs disciplinary duties in relation to prisoners. 8. Oversees and undertakes supervisory responsibilities in the case management of offenders. 9. Contributes to the development and implementation of a range of offender activities. 10. Develops, implements, and evaluates new local operational procedures for unit / program. 11. Develops plans for activities for unit. 12. Undertakes low-level, specified research, consultation and liaison to gather information, statistics and views on identified issues and provides basic analysis of those issues to senior staff. 13. Undertakes tasks of a specialist (professional and/or technical) or detailed nature, and exercises specific process responsibilities including devising and reviewing procedures and systems. 14. If employed in Industries, manages multi-discipline trade groups including subordinate supervisors.

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Trainee Prison Officer	Prison Officer	Senior Prison Officer Industry Officer	Prison Supervisor Industry Supervisor
	<ul style="list-style-type: none"> 13. Applies rules, processes and standards under general supervision. 14. Within operational constraints, may plan and prioritise own work program to achieve defined targets. 15. Is required to use judgement to solve problems arising in own work program. 16. Presents routine information to small groups and provides feedback to organisation. 17. Drafts routine internal reports and correspondence. 18. Liaises with stakeholders, prisoners and external providers of goods and services. 19. Understands procedures for effectively dealing with people exhibiting challenging behaviours. 20. Understands and applies basic theoretical principles, under supervision, to achieve defined outcomes. 21. Develops knowledge of established techniques and organisational processes. 22. Uses software and technical equipment proficiently. 	<ul style="list-style-type: none"> and team performance management and development. 17. Explains concepts and policies to prisoners, stakeholders and staff. 18. Plans, leads and facilitates information sessions and consultative processes in a range of settings. 19. Provide formal briefings for senior staff on significant issues. 20. Communicates issues and advocates a preferred case or option to stakeholders. 21. May be required to provide professional / technical advice consistent with role. 22. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations. 23. Is authoritative in the application of processes and policy relevant to the work unit. 24. In smaller prisons, may be required to act as officer-in-charge of the prison on night shifts. 	<ul style="list-style-type: none"> 15. Manages services within a Program. 16. Manages a portfolio of cases including higher-risk, more complex cases. 17. Provides first contact point for external agencies and others in relation to Unit/Program. 18. Sets local precedents regarding the application of guidelines. 19. Provides guidance for others in the work area and/ or related areas. 20. Assesses and responds to policy and process changes in the work area. 21. Identifies and applies developments within professional field to problem solving within the work area. 22. Plans, leads and facilitates consultative processes in a range of settings involving more difficult or sensitive issues. 23. Prepares complex operational reports requiring in-depth factual analysis. 24. Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field. 25. Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives.

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Operations Manager Industry Manager	General Manager	Senior General Manager		
<p>A COG 4 Officer additionally:</p> <ol style="list-style-type: none"> 1. Manages the operations of a small location, a work unit or activity within a Branch or broader program – including responsibility for all aspects of human and financial resource management, security, good order. 2. Coordinates the planning, development and implementation of a specialist service. 3. Undertakes research, investigation and analysis of complex issues. 4. Provides sound advice and briefings, options and recommendations to the higher levels of the organisation. 5. Contributes to policy development. 6. Identifies emerging issues and trends and takes action to address them. 7. Develops and implements strategies to resolve complex problems. 8. Contributes to the development of business plans and strategies for the Branch. 9. Represents the department in negotiations on local matters. 10. Develops and manages a viable industry Program within a prison. 11. Integrates activities across all units within the prison. 12. Develops policies and procedures on operational areas across the prison. 13. Develops professional guidelines within the work area. 14. Resolves complex operational service delivery issues consistent with program objectives. 15. Interprets and applies business plans and policies to own area of responsibility, including putting strategies in place to ensure that local plan targets are achieved. 	<p>At the higher end of the Grade additional work value descriptors apply.</p> <ol style="list-style-type: none"> 24. Formulates service delivery plans within the strategic framework. 25. Manages the planning, development and implementation of a specialist service. 26. Manages the operations of a prison location or specialist service. 27. Provides authoritative advice and recommendations where options and precedents are unclear. 28. Provide high-level advice to the General Manager in the development of business plans and strategies for the Branch / Agency. 29. Represents the department in public forums and negotiating on local matters. 30. Provides leadership and guidance based on advanced expertise. 31. Recommends specialised service delivery models. 32. Decisions often impact upon staff, peers and prisoners outside the immediate work area. 33. Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework 34. Advice and analysis influences policy development 35. Contributes to strategic business planning 36. Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues 37. Is accountable for work organisation, the allocation of resources within and the outputs required of the work area. 	<p>A COG 5 Officer in a salary bandwidth of COG 5 base salary to the equivalent salary of the top of VPS Grade 5 Value Range 2 work value descriptors.</p> <ol style="list-style-type: none"> 1. Manages change processes. 2. Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues. 3. Provides specialist professional services or advice, including leadership and guidance to others. 4. Development and implement and management of major departmental programs and projects. 5. Providing authoritative and strategic advice to Executive Management. 6. Resolves complex and sensitive issues and problems with wide impact involving a number of stakeholders. 7. Develops and implements integrated solutions. 8. Identifies risks and recommends risk management strategies. 9. Makes decisions that may set precedents for peers. 10. Develops business plans to deliver on evolving organisational priorities. 11. Provides solutions and thinking to advance organisational innovation or occupational / professional knowledge. 12. Creatively develops options in a changing organisational environment. 	<p>A COG5 Officer salary equivalent salary of VPS Grade 6 Value Range 1 base to the top of Grade 6 Value Range 1 additional work value descriptors.</p> <ol style="list-style-type: none"> 1. Manages a large-scale organisational service or regional delivery function. 2. Develops service delivery models within business plans and objectives 3. Develops medium to longer term plans and strategies which are consistent with business plans, planning and prioritising work programs and allocating appropriate resources to ensure its satisfactory completion. 4. Is responsible for operational policy or service development impacting on a major functional area. 5. Routinely advises senior stakeholders on policy issues and solutions within a functional area 6. Evaluates and manages risk and ensures quality and probity in project proposals. 7. Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities 8. Participates in strategic planning and contributes to strategic decision making process 9. Is accountable for the achievement of established corporate objectives including the formulation and implementation of local business plans. 10. Identifies and responds to new and emerging strategic issues impacting on the operating environment. 11. Purpose of communication may be to resolve complex issues through a process of consultation and negotiation. 12. Prepares technical reports at an authoritative level. 	<p>COG6: Senior General Manager additionally:</p> <ol style="list-style-type: none"> 1. Is responsible and accountable for all aspects of major prison / region or major or Statewide strategic function. 2. Provides authoritative, expert, professional, technical and strategic advice to Executive Management and the Minister on complex and/or state-wide issues, policies, procedures, guidelines and standards 3. Resolves complex and sensitive issues/problems which have significant organisational impact 4. Conceptualises, negotiates and manages complex projects and service improvement initiatives 5. Represents the organisation in local, national and international forums 6. Introduces and leads change processes. 7. Develops policies, programs and initiatives that impact on programs or major functional areas. 8. Is required to interpret general policy framework to make decisions in the absence of definitive operational policies. 9. Contributes advanced expertise and knowledge to strategic planning and decision-making processes. 10. Is required to use formal and informal channels to influence organisation or program management to achieve goals. 11. Influences stakeholders holding competing priorities and views.

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<p>16. Is expected to introduce innovation within work area.</p> <p>17. Defines the appropriate methodology in the analysis of policy or research options.</p> <p>18. Conveys specialist concepts and policies to prisoners, staff and stakeholders.</p> <p>19. Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level.</p> <p>20. Develops and implements operational communication and consultation strategies on specific projects.</p> <p>21. Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving.</p> <p>22. Applies sound theoretical and practical expertise in development of policy options.</p> <p>23. Is the officer-in-charge of the prison in the absence of the General Manager.</p>	<p>38. Innovative thinking and analysis influences developments within area of responsibility.</p> <p>39. Initiates and maintains relationships with peer and senior internal and external stakeholders.</p> <p>40. Focuses on understanding stakeholder issues.</p> <p>41. Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice.</p> <p>42. Prepares technical reports at an advanced professional level.</p> <p>43. Uses specialist knowledge within a confined field to challenge policies and professional concepts.</p> <p>44. Applies complex concepts to policy development or research.</p> <p>45. Provides leadership in the adaptation and application of concepts to operational matters within local work area.</p> <p>46. Models high-level leadership attributes.</p>	<p>13. Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement.</p> <p>14. Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels.</p> <p>15. Manages consultation processes including engagement with key stakeholders.</p> <p>16. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice.</p> <p>17. Is influential in negotiations with external suppliers of major services.</p> <p>18. Modifies and applies concepts to new situations that may impact beyond the immediate work area.</p> <p>19. Provides leadership in the application of concepts to policy development.</p>	<p>13. Develops briefs on highly complex issues that provide options for decision within an organisation.</p> <p>14. Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>15. Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>16. Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>17. Represents own work area with external stakeholders, and effectively manages feedback</p> <p>18. Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>19. Focuses on understanding stakeholder issues and influencing their views</p> <p>20. Provides authoritative expert advice on complex issues within own area</p> <p>21. Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives</p> <p>22. Applies complex concepts drawn from non-related fields to address policy issues</p> <p>23. Possesses high-level expertise in the field or discipline.</p>	<p>12. Briefs high-level stakeholders in own area of expertise in a variety of forums.</p> <p>13. Operates with loosely defined hierarchies of decision-making.</p> <p>14. Negotiates to resolve differences to achieve agreement to project/program.</p> <p>15. Ability to negotiate on the spot, often on the basis of limited information.</p> <p>16. Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives.</p> <p>17. Possesses high-level expertise in the program area.</p> <p>18. Provides high-level expertise in a field or discipline that is critical to the program or organisation.</p> <p>19. Creates a learning environment within prison / region.</p>
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Senior General Manager – Major Prison Facilities		
A COG 7 officer , as designated by the employer, is responsible and accountable for all aspects of a major prison facility and/or a strategic Statewide function and operates consistent with the VPS STS descriptors.		

**TABLE 6: HOUSING SERVICES OFFICER /HOUSING
CUSTOMER SERVICE OFFICER**

The housing role is to provide needs based housing assistance, sustain tenancies, manage rental accounts and undertake inspections in relation to responsive and vacated maintenance.

The key tasks include:

- Interviewing clients and providing advice on all housing options, including public housing, waiting times and making referrals as necessary.
- Providing assistance through the Bond scheme.
- Assessing applications for early housing needs.
- Providing clients with appropriate housing assistance
- Matching applicants to appropriate properties
- Undertakes the full range of tenancy management activities and representing the department at VCAT on issues concerning breaches of tenancy.
- Conducting home visits of clients as required by policy.
- Assessing tenants applications for rebated rent.
- Acting as the Superintendent's representative under the Schedule of rates and raising works orders.
- Fosters an awareness of community building and sustainability
- Participate in community forums as the departmental representative under direction
- Identifying client specific needs in relation to accommodation requirements and make appropriate referrals

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<p>HSO level 1 A trainee with limited practical expertise or a worker in the housing call centre. After 12 months and having demonstrated Competence to the required level, the trainee will be advanced to HSO level 2. Works within a well-defined environment under close supervision.</p>	<p>HSO level 2 Fully competent across the assigned housing functions and applies well-developed skills in all areas. May be required to be a local reference point in processes and procedures for less experienced staff. Works in an environment under general supervision</p>		<p>HSO level 3 A highly skilled housing worker who uses their expertise and knowledge to resolve complex and challenging problems associated with client needs and housing tenancies. May be required to coach, mentor and guide others. Works in an environment with limited direction</p>
<p>In a housing office in a training environment under close supervision:</p> <ul style="list-style-type: none"> • Provides routine housing information to clients. • Registers documents, maintains records and inputs data accurately. • Assesses and registers housing, early housing and bond loan applications and refers to HSO 2 & 3 for approval. • Shadows HSO 2 & 3 in client interviews to assess client's needs, match them to properties and provide advice on their options. • Prepares documents from housing records for VCAT and shadows HSO 2 & 3 at VCAT. • Administers debt management cases. • Refers clients to a range of external service providers. • Undertakes supervised home visits 	<ul style="list-style-type: none"> • Assesses client's needs and provides advice on housing options from a range of established policy, procedures and standards (2.2f) • Prepares routine cases with well established procedures and represents the Department at VCAT (2.2a, 2.2f) • Applies early intervention strategies to sustain tenancies • Uses persuasion skills in dealing with clients and stakeholders on all housing matters (2.2b) • Determining eligibility for housing assistance and selects appropriate options (2.2f) 	<ul style="list-style-type: none"> • Exercises professional judgement, and expertise when providing advice to resolve complex housing issues (3.1f, 3.1a) • Advocates and prepares more complex cases and represents the Department at VCAT in cases where established precedents apply • Identifies early intervention strategies to sustain tenancies (3.1f) • Researches and prepares briefs recommending local operational service delivery quality improvements (3.1d) 	<ul style="list-style-type: none"> • Initiate and facilitate case conferences for clients which may include cross Dept and agency collaboration (3.2c, 3.2f) • Reviewing and recommending strategies for early intervention involving clients with challenging problems • Applies understanding of interrelationships between stakeholders and/or other work units to influence improved housing outcomes and policy • Plan, lead and facilitate consultative processes associated with community building and neighbourhood renewal • Coordinates responses to emergencies and crises in conjunction with the responsible housing officer • Prepares detailed reports and briefs requiring in depth factual analysis • Supports, advocates and recommends strategies to represent Housing at VCAT and with other agencies and departments • Plans and conducts aspects of complex local housing service delivery projects within defined parameters (3.2d) • Identifies and analyses information from a variety of sources so as to contribute to community building

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<p>Housing Call Centre The housing call centre provides the key point of access and contact for housing tenants and housing contractors.</p>	<p>HCSO Qualified Level 1 (Cert III) – VPSG 2.1 A Certificate III in Customer Contact qualified fully competent worker in a Housing Call Centre with well developed skills in all areas of the HCC. A HCSO Qualified Level 1 Employee applies established rules, processes and standards under general supervision. Upon completion of the Certificate III the worker will be advanced to VPSG 2.1.2. Progression to HCSO Level 2 will not be automatic upon completing Certificate IV in Customer Contact qualification.</p>	<p>HCSO Qualified Level 2 (Cert IV) – VPSG 2.2 A Certificate IV in Customer Contact qualified fully competent worker in a Housing Call Centre with highly developed skills and expertise in all areas. Fully competent across assigned housing functions not limited to basic Housing Call Centre operations. Deals with more complex situations and acts as a local reference point in operational processes and procedures.</p>
<p>The key tasks in the Housing Call Centre include:</p> <ul style="list-style-type: none"> • Answering and correctly referring client and contractor queries. • Processing contractor payments. • Administrative functions related to the raising of work orders; • Contractor memos and internal tracking systems; • Taking part in basic transactional project delivery tasks for other business units. 	<p>In the housing call centre:</p> <ul style="list-style-type: none"> • Provides high quality service to client in relation to routine housing information. • Assesses client queries for housing services and make decisions from a range of established policies and procedures, legislation and regulations specific to the role. • Reviews and accurately processes contractor invoice claims for payment. • Completes a range of administrative functions supporting client queries and contractor claims. • Acts as superintendent representative. • Proficient in the use of technical equipment including detecting problems and making appropriate changes. 	<p>In the housing call centre:</p> <ul style="list-style-type: none"> • Assesses complex client queries for housing services and makes decisions from a range of established policy, procedures and legislative requirements. • Maintains a data base and undertakes research and analyses of the data on the range of housing queries. • Contributes to operational service delivery and quality improvements. • Acts as superintendent representative. • Responsible for providing support services and direction to HCSO level 1. • Identifies and develops options to deliver on evolving organisational priorities; • Proficient in use of software and technical equipment and actions; • Understands and applies theoretical principals under supervision to achieve defined outcomes; • Participates in routine investigations under direction and provides evidence as required.

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TABLE 7: DEPARTMENT OF JUSTICE – CLERK OF COURTS CLASSIFICATION STRUCTURE FOR REGISTRY STAFF IN VICTORIAN JURISDICTIONS

VPS Structure	Magistrates' Court	County Court	PERIN Court	By advertisement
Grade 6 <i>VR 2</i>	<ul style="list-style-type: none"> Operations Manager Principal Registrar 	<ul style="list-style-type: none"> Principal Registrar 		<ul style="list-style-type: none"> Operations Manager
<i>VR1</i>	<ul style="list-style-type: none"> Regional Managers x 4 Senior Registrars Principal Registrars (Drug Court, VCAT, Children's, Coroners, and Family Violence) State Listing Co-ordinator Manager Court Support Programs 	<ul style="list-style-type: none"> Director, Criminal Listings- (Non Clerk of Courts) Senior Deputy Registrar 	<ul style="list-style-type: none"> Principal Registrar 	<ul style="list-style-type: none"> Manager Court Support Programs Principal Registrar CFV Regional Managers x 4
Grade 5 <i>VR2</i>	<ul style="list-style-type: none"> Registrar Multi-Jurisdictional Courts (Mildura, Wangaratta, and Warrambbool) Manager Building Operations 2IC Melbourne (O/C Criminal) 	<ul style="list-style-type: none"> Taxation Registrar 		<ul style="list-style-type: none"> 2IC Melbourne (O/C Criminal)
<i>VR1</i>	<ul style="list-style-type: none"> Registrars Multi-Jurisdictional Courts (Bairnsdale, Wodonga, Horsham, Morwell, and Sale) Manager Courtlink 2IC Geelong O/C Civil & Family Law Melbourne Registrar DVI Disaster Manager State Coordinators Children's and Diversion. (Diversion subject to funding) 2IC's to Regional Managers 	<ul style="list-style-type: none"> Registry Manager Senior Co-ordinator – Criminal Listings Non Clerk of Courts Civil List Manager 	<ul style="list-style-type: none"> 2IC Registrar 	<ul style="list-style-type: none"> O/C Civil & Family Law Melbourne 2IC's to Regional Managers x 4
Grade 4	<ul style="list-style-type: none"> Pre Hearing Conference Conveners x 2 State Training Officer Registrar Multi Jurisdictional Court Hamilton Coordinators Suburban Complexes x 5) Sen. Dep. Reg. 2IC (Children's Coroners and Courts with S/Reg x 10) 2IC VCAT Coordinators Melbourne (Committals & Civil) Office Managers Melbourne (Criminal & Civil) Assistant State Coordinator 2IC Courtlink 	<ul style="list-style-type: none"> Senior Registry Officer (- Non clerk of Courts) 	<ul style="list-style-type: none"> Registrars PERIN x 2 	<ul style="list-style-type: none"> 2IC Courtlink

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VPS Structure	Magistrates' Court	County Court	PERIN Court	By advertisement
Grade 3 VR2	Registrars <ul style="list-style-type: none"> • Registrars (Non-multi-jurisdictional courts) x 8 (2nd salary point if full time) • Coordinators County Court Circuits x 3 • 2IC Multi Jurisdictional Courts (Wangaratta Mildura, and Warrnambool) • Snr Deputy Registrars (Geelong and Moe) x 2 • Assistant Training Officer • Office Manager Coroners • Regional Magistrates Court Coordinators x 5 	<ul style="list-style-type: none"> • Criminal Registry Manager • Records Manager • Civil List Coordinator 		
VR1	Registrars <ul style="list-style-type: none"> • O/C Crimes Family Violence (Metro & Geel) x6 • O/C Civil Metro x 6 • O/C VoCAT x 11 • Diversion Coordinators x 12 • Assistant Coordinators (Metro) x 6 • CEO's Research Officer • Coordinator Coroners • Senior Coroners Clerk • Business Excellence Officer • Project Officer (Courtlink) • 2IC Multi Jurisdictional Courts (Horsham, Bairnsdale, Wodonga & Sale) • CFV Melbourne x 2 • Team Leaders Melbourne x 10 • Assistant Coordinator Children's Court Deputy Registrars Deputy Registrars with full powers will be red circled and only eligible for progression to the G3/VR1 salary point 3	<ul style="list-style-type: none"> • Criminal Listing Officers (x 3) • Directions Court-coordinator (Non clerk of Courts) • Registry Officer (x 4 – Non clerk of Courts) • Registrars (x7) 	<ul style="list-style-type: none"> • Team Leaders x 9 	<ul style="list-style-type: none"> • O/C CFV Geelong • 12 permanent Diversion positions (When on going funding is available) • 2IC Horsham Court • CFV Melbourne x 2 • Team Leaders Melbourne x 10 • Assistant Coordinator Children's Court • PERIN Team Leaders x4
Grade 2 VR2	<ul style="list-style-type: none"> • Deputy Registrars with limited powers (G2/VR2.1) 	<ul style="list-style-type: none"> • Orders Clerks (x 2 – Non clerk of Cts) • Deputy Registrar / Qualified Clerk of Courts (x 2) • Registry Officer (x 4 – Non Cl. of Cts) 	<ul style="list-style-type: none"> • 13 Deputy Registrars 	

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VR1	Trainee Registrars <ul style="list-style-type: none"> • Trainee Registrar (Qualified –Completion of Stage 2) (G2/VR1.7) • Trainee Registrar (Completion of Stage 1) (G2.VR1.3) • Trainee Registrars (G2/VR1.1) 	<ul style="list-style-type: none"> • Trainee Registrar (x 2) • Base Grade Registry Officer (x 3) 		
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**TABLE 8: CHILD PROTECTION CAREER STRUCTURE
CLASSIFICATIONS AND STANDARD DESCRIPTORS (EFFECTIVE
UNTIL 4 NOVEMBER 2012)**

Jobs in this structure support the department's Child Protection and Youth Justice programs.

Child Protection and Juvenile Justice form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005* (Vic) (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department of Human Services in child protection and juvenile justice. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of each of the programs is provided below.

Child Protection

The Act provides the legislative mandate for the department to protect children and young people from abuse and neglect. This mandate involves:

- receiving notifications;
- conducting investigations;
- intervening where it is assessed that a child is in need of care and protection;
- taking matters before the Children's Court;
- supervising children on child protection orders; and
- determining long term plans for the safety and well being of children (including the placement of children and young people in out of home care).

Within each of the departmental regions, child protection programs operate. Structurally, there are four broad areas:

1. Intake – employees accept notifications (the majority by telephone) and determine the outcome of these notifications
2. Response – employees investigate those notifications determined to require a protective investigation
3. Case management- employees manage a case load of clients who have been found to be in need of care and protection, either through investigative outcome with no court order, or investigative outcome with court order
4. Case contracting – employees manage the statutory aspects of children and young people whose case management has been contracted to a Community Service Organisation

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Other Roles

Some roles exercise delegations under legislation other than the CYPA. These are:

Adoption and Permanent Care Teams

Some regions have specialised Adoption and Permanent Care teams that provide case management and support to children and young people in their transition to a placement in long term out of home care. Permanent Care refers to an order under the Act that transfers legal guardianship from parents or the department to persons assessed as being suitable guardians. The role of Adoption and Permanent Care is to assess potential carers, seek appropriate placement, make an application for a Permanent Care Order to the Children's Court and supervise such orders as required. In the context of Adoption, Adoption and Permanent Care teams assess potential adoptive parents, make applications to the County Court under the *Adoption Act 1984* (Vic), and provide support to children placed under this legislation.

Refugee Minor Program

Employees in this program provide support to children and young people who are humanitarian refugees as defined by the Federal Department of Immigration and Multicultural and Indigenous Affairs (DIMIA). The legislation that pertains to refugee minors is the *Immigration (Guardianship of Children) Act 1946* (Cth), as amended in 1994. This role involves assisting refugee minors to settle into the Victorian community and may include assistance with accommodation, schooling, employment, as well as psycho/social and recreational assistance/referral where appropriate. Most of the children and young people currently in the program have arrived by plane to live with relatives, and the role is mostly to assist with and monitor their settlement. Funding for the service is based on a 1994 cost share (50:50) agreement between DIMIA and the Victorian Government.

Adoption and Family Record Service

Employees in the Adoption and Family Record Service:

- release confidential Victorian adoption and wardship information to adopted people and former wards, and their families in accordance with the *Adoption Act 1984* (Vic) and the *Freedom of Information Act 1982* (Vic);
- assist clients to locate and contact family members from whom they've been separated due to adoption and/or wardship; and
- provide clients with mediation, short-term counseling and referral services where appropriate.

Inter-Country Adoption Service

Employees in the Inter-Country Adoption Service (ICAS) assess potential adoptive parents and liaise with overseas agencies that match children with Victorian adoptive parents. ICAS also provides support and supervision to children from other countries placed with Victorian families under the *Adoption Act 1984* (Vic).

Youth Justice Community Based

Within the legal mandate provided by the CYFA Act, community juvenile justice units:

- provide supervision to young people who have been sentenced and placed on community – based orders (10 – 18 year olds)(age change legislation in effect from July 1, 2005), and those who are paroled as part of their custodial sentence (10 – 20 year olds) and bail supervision;
- provide information and advice to courts about young people; and
- advocate for service access and provision that will optimise the chances of young people on juvenile justice orders to continue their lives with reduced risks of re-offending. Each departmental region has a community juvenile justice unit.

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Note: Child Protection Grade and Value Range Descriptors reflected the underpinning work value anchors for the function. Where the descriptors reference the VPS Grade and Value Range Descriptors, the Child Protection descriptors are to be read in conjunction with them. The primary classification reference at Child Protection Grade 5 is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value. Use of the VPS Grade and Value Range descriptors in this manner for CP Grade 5 is unique to this occupational category.

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Grade Descriptors	<p>General: Provides basic client care and support</p> <p>Works within a well-defined environment under close supervision</p> <p>Program Specific: In Child Protection, a case aide</p>	<p>General: Provides standard services under general supervision within a service delivery framework</p> <p>Program Specific: Typically a base grade case manager/practitioner in regional Youth Justice Units Typically a base grade case manager/practitioner in Child Protection</p>	<p>General: Provides standard services within a service delivery framework</p> <p>Program Specific: Typically in Child Protection, senior case manager/practitioner Typically in Youth Justice, a senior practitioner</p>	<p>General: Manages delivery of services to clients within a service delivery framework</p> <p>Provides professional services at an advanced level in the field of expertise</p> <p>Program Specific: Typically in Child Protection, team leader or specialist practitioner Typically in Youth Justice, a program manager</p>	<p>General: Manages a significant work unit</p> <p>Program Specific: Typically in Child Protection a unit or project manager Typically in Youth, manager of a community-based Juvenile Justice Unit</p>	<p>General: A senior regional program manager with a significant impact on program management and delivery</p> <p>Program Specific: Typically in Child Protection, a regional child protection manager or manager of a significant proportion of a regional child protection program</p>
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).					

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5		Grade 6	
					VR 1	VR 2	VR 1	VR 2
Operational Service Delivery	<p>Works with clients in a range of settings</p> <p>Prioritises own work program with guidance from the supervisor</p> <p>Supervise client activities as defined by case plans</p>	<p>Within a defined framework:</p> <ul style="list-style-type: none"> • works as a caseworker involved in the care, support and supervision of clients • assesses the level of risk for clients • responds to a variety of case circumstances <p>Presents matters to courts and tribunals as required</p> <p>Participates in the development and review of case plans</p> <p>Plans and prioritises own work to achieve defined targets</p> <p>Refers complex cases and issues to more senior professional staff</p> <p>Works with clients in a range of settings</p>	<p>Undertakes more complex and advanced casework with greater autonomy</p>	<p>Manages a team of practitioners</p> <p>Manages the work organisation, resources and outputs for the work area</p> <p>Provides professional supervision</p> <p>Provides authoritative advice on service delivery issues</p> <p>Reviews assessments and recommendations proposed by others</p> <p>Develops and manages case plans</p> <p>Manages highest risk cases including undertaking appropriate cross agency collaboration</p> <p>Assesses notifications and initiates appropriate action</p>	<p>Manages a work Unit comprised of teams and/or special projects/programs</p> <p>Provides specialist program advice</p> <p>Provides advanced assessment and advisory services</p> <p>Provides leadership to team leaders and case workers in relation to the most challenging issues</p> <p>Contributes to major regional projects and the review of programs and services</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Authorises decisions in the most sensitive/complex cases</p> <p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p> <p>Manages and leads complex projects</p> <p>Provides program quality assurance</p> <p>Monitors professional standards of others</p>	<p>Manages a regional statutory service or facility</p> <p>Develops service delivery models for regional statutory services</p> <p>Provides highly specialist services or expert advice on statutory service delivery</p>	<p>Provides leadership and guidance based on advanced expertise</p> <p>Develops complex or specialised service delivery models</p> <p>Responsible for meeting service objectives including financial, quality and time related targets for regional statutory programs</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Accountability and Frameworks	<p>Provides direct client support and supervision services</p> <p>Maintains accurate client records of a limited nature</p> <p>Decisions are based on the application and interpretation of precedents, policies and standards</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers complex problems to the supervisor for resolution</p>	<p>Responsible for monitoring and implementing case plans, and protective orders</p> <p>Recommends appropriate interventions</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Briefs case support aides as appropriate</p>	<p>Coordinates case management services</p> <p>Mentors less experienced case workers</p> <p>Provides advice relating to individual case plans to peers, internal and external stakeholders</p> <p>Provides well developed recommendations on intervention strategies and client service delivery</p>	<p>Responsible for the performance of the team</p> <p>Develops operational guidelines for the work area</p> <p>Makes decisions on intervention strategies and client service delivery</p> <p>Contributes to program development</p>	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Innovation and Originality	<p>Judgment is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Exercise professional judgment</p> <p>Recommend improvement to case management systems and practices</p>	<p>Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions</p> <p>Solves problems by applying advanced judgment and professional expertise</p>	<p>Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks</p> <p>Explores new ideas to improve program delivery</p>	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Communication	<p>Communicates effectively with clients, and their families/guardians/caregivers</p> <p>Prepares case notes for consideration of others and routine correspondence as required</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians</p> <p>Liaises with other service providers</p> <p>Prepares client assessments, case notes and plans, and correspondence</p> <p>Prepares client reports for courts</p>	<p>Uses well developed negotiation skills in pursuit of coordinated client services</p> <p>Provides specialised advice and information to other professionals</p> <p>Prepares case reports and correspondence at a more advanced level</p>	<p>Provides professional advice and opinions to professionals of other disciplines on the services being provided</p> <p>Leads or participates in case conferences with other professionals</p> <p>Prepares correspondence, drafts submissions and briefings</p> <p>Reviews court reports</p>	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Knowledge and Proficiency	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area	<p>Applies theoretical knowledge and concepts to risk assessment and service provision</p> <p>Knowledge and understanding of relevant legislation</p> <p>Applies understanding of standards, techniques, and practices and current trends and approaches to service provision</p>	<p>Exercises the analytical skills and expertise of an established professional</p> <p>Provides authoritative advice related to their clients to other professionals and organisations</p> <p>Understands contemporary research and developments in the field</p>	<p>Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility</p> <p>Applies knowledge and expertise to complex and difficult cases and situations</p> <p>Identifies and applies appropriate research when formulating appropriate interventions</p> <p>Applies knowledge to identify gaps in case assessments prepared by others</p>	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

TABLE 8.1: CHILD PROTECTION PRACTITIONER STRUCTURE – CHILDREN, YOUTH AND FAMILIES (CYF) STREAM – CLASSIFICATIONS AND STANDARD DESCRIPTORS (FROM 5 NOVEMBER 2012)

Jobs in this structure support some of the department's Youth Justice and Child Protection programs, as detailed below.

Youth Justice and Child Protection form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005* (Vic) (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department of Human Services in youth justice and child protection. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of each of the programs is provided below.

Youth Justice Community Based Programs

Within the legal mandate provided by the CYFA Act, community-based regional youth justice units:

- provide supervision to young people who have been sentenced and placed on community – based orders (10 – 18 year olds), and those who are paroled as part of their custodial sentence (10 – 20 year olds) and bail supervision
- provide information and advice to courts about young people
- advocate for service access and provision that will optimise the chances of young people on juvenile justice orders to continue their lives with reduced risks of re-offending. Each departmental region has a community-based youth justice unit.

Child Protection Programs

Refugee Minor Program

Employees in this program provide support to children and young people who are humanitarian refugees as defined by the Commonwealth Department of Immigration and Multicultural and Indigenous Affairs (DIMIA). The legislation that pertains to refugee minors is the *Immigration (Guardianship of Children) Act 1946* (Cth), as amended in 1994. This role involves assisting refugee who are minors to settle into the Victorian community and may include assistance with accommodation, schooling, employment, as well as psycho/social and recreational assistance/referral as appropriate. Most of the children and young people currently in the program have arrived by plane to live with relatives, and the role is mostly to assist with and monitor their settlement. Funding for the service is based on a 1994 cost share (50:50) agreement between DIMIA and the Victorian Government.

Adoption and Information Service

Employees in the Adoption and Information Service:

- release confidential Victorian adoption and wardship information to adopted people and former wards, and their families in accordance with the *Adoption Act 1984* (Vic) and the *Freedom of Information Act 1982* (Vic)
- assist clients to locate and contact family members from whom they've been separated due to adoption and/or wardship, and
- provide clients with mediation, short-term counseling and referral services as appropriate.

Inter-country Adoption Service

Employees in the Inter-country Adoption Service assess potential adoptive parents and liaise with overseas agencies that match children with Victorian adoptive parents. Support and supervision are also provided to children from other countries placed with Victorian families under the *Adoption Act 1984* (Vic).

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Placement Prevention Services

Placement Prevention Services provides specialist case management and support services to children and young people living at home or independently, who are at risk of significant harm or abuse, or statutory clients in need of additional case support, including:

- **Intensive Case Management** funds multidisciplinary, intensive case management and youth outreach services targeted at young people 12 to 18 years not in out of home care
- **Family Preservation Services** funds intensive, short-term service aimed at strengthening the ability of families to protect and care for their 'at risk' children, thereby avoiding the removal of the child, and
- **Innovative Support Services** funds region-specific models of support developed to meet the needs of clients.

Placement Coordination Units and Placement and Support Services

Placement Coordination Units are regionally based staff who co-ordinate placements of clients with funded community service organisations (CSOs), in liaison with the relevant child protection practitioner.

Placement and Support Services manage the relationship with the community service organisations (CSOs) for the provision of the various services

Adoption and Permanent Care Teams

Some regions have specialised Adoption and Permanent Care teams that provide case management and support to children and young people in their transition to a placement in long term out of home care. Permanent Care refers to an order under the Act that transfers legal guardianship from parents or the department to persons assessed as being suitable guardians. The role of Adoption and Permanent Care is to assess potential carers, seek appropriate placement, make an application for a Permanent Care Order to the Children's Court and supervise such orders as required. In the context of Adoption, Adoption and Permanent Care teams assess potential adoptive parents, make applications to the County Court under the *Adoption Act 1984* (Vic), and provide support to children placed under this legislation.

Quality of Care

The Act – CYFA creates a shared mandate for the Department of Human Services, community service organisations (CSOs) and out-of-home carers to act in the best interests of the child or young person regional quality of care coordinators coordinate a timely and effective response to quality of care concerns. The responsibilities of these coordinators include:

- regional coordination of investigation of quality of care concerns relating to home-based care, residential care and kinship care
- overseeing and participating in formal care reviews undertaken by relevant CSOs
- ensuring a robust process of the implementation of recommendations of investigations
- maintaining the regional quality of care tracking system and analysing regional quality of care data to identify themes and develop appropriate responses
- consolidating and strengthening a collaborative approach between Child Protection and CSOs in responding to quality of care concerns

Residential Care Services

The department currently has one site that directly provides placements to clients under a therapeutic care model. This is Hurstbridge Farm.

Secure Welfare Services

Secure Welfare Services provide care to young people in a lock up facility. Employees provide direct care and support to young people placed in Secure Welfare under the Act. This involves assisting in the case planning process and transitioning of the young person to an appropriate placement. Secure Welfare placements are time limited (21 days with the option of another 21 days in exceptional circumstances). Secure Welfare placements are utilised when it is assessed that a young person poses a significant risk to themselves or others and short term containment is required. There are two Secure Welfare facilities in Victoria.

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Note that Children, Youth & Families Stream (CYF) Grade and Value Range Descriptors reflects the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Children, Youth & Families Stream (CYF) descriptors are to be read in conjunction with them.

The primary classification reference at Children, Youth & Families Stream is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value at CYF Grade 5 and CYF Grade 6.

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Grade Descriptors	<p>General:</p> <p>Provides basic client care and support</p> <p>Works within a well-defined environment under close supervision</p> <p>Program Specific:</p> <p>Typically a case aide in regional Youth Justice Community Units and Child Protection programs, as listed above</p> <p>Typically in Secure Welfare Services, a worker providing either direct care, client supervision or support</p>	<p>General:</p> <p>Provides standard services under general supervision within a defined service delivery framework</p> <p>Program Specific:</p> <p>Typically a base grade case manager/practitioner in regional Youth Justice Community-Based Units</p> <p>Typically a base grade case manager/practitioner in Child Protection programs, as listed above</p> <p>Typically in Secure Welfare Services, a shift supervisor of residential direct care staff</p>	<p>General:</p> <p>Provides standard services within a service delivery framework</p> <p>Program Specific:</p> <p>Typically a senior practitioner in regional Youth Justice Community-Based Units</p> <p>Typically a senior case manager/practitioner in Child Protection programs, as listed above</p> <p>Typically in Secure Welfare Services, a unit coordinator</p>	<p>General:</p> <p>Manages delivery of services to clients within a service delivery framework</p> <p>Provides professional services at an advanced level in the field of expertise</p> <p>Program Specific:</p> <p>Typically a program manager in regional Youth Justice Community-Based Units</p> <p>Typically a team leader or specialist practitioner in Child Protection programs, as listed above</p> <p>Typically in Secure Welfare Services, a manager of a residential unit</p>	<p>General:</p> <p>Manages a significant work unit</p> <p>Program Specific:</p> <p>Typically is a manager of a regional Youth Justice Community-Based Unit in a minor region</p> <p>Typically a unit manager or project manager in Child Protection programs, as listed above</p>	<p>General:</p> <p>A senior regional program manager with a significant impact on program management and delivery</p> <p>Program Specific:</p> <p>Typically is a manager of a regional community-based Youth Justice Unit in a major region</p> <p>Typically a manager of a Child Protection program, as listed above</p> <p>Typically in Secure Welfare Services, a manager of the program</p>
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005</i> (Vic) and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).					

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5		Grade 6	
					VR 1	VR 2	VR 1	VR 2
Operational Service Delivery	<p>Works with clients in a range of settings</p> <p>Prioritises own work program with guidance from the supervisor</p> <p>Supervises client activities as defined by case plans</p>	<p>Works within a defined framework</p> <p>Works with clients and their families in a range of settings</p> <p>Works as a caseworker involved in the care, support and supervision of clients</p> <p>Assesses the level of risk for clients and their families</p> <p>Responds to a variety of case circumstances</p> <p>Presents matters to courts and tribunals as required</p> <p>Participates in the development and review of case plans</p> <p>Plans and prioritises own work to achieve defined targets</p> <p>Refers complex cases and issues to more senior professional staff</p>	<p>Undertakes more complex and advanced casework with greater autonomy</p>	<p>Manages a team of practitioners</p> <p>Manages the work organisation, resources and outputs for the work area</p> <p>Provides professional supervision</p> <p>Provides authoritative advice on service delivery issues</p> <p>Reviews assessments and recommendations proposed by others</p> <p>Develops and manages client case plans</p> <p>Manages highest risk cases including undertaking appropriate cross agency collaboration</p> <p>Assesses notifications and initiates appropriate action</p>	<p>Manages a work unit comprised of teams and/or special projects/programs</p> <p>Provides specialist program advice</p> <p>Provides advanced assessment and advisory services</p> <p>Provides leadership to team leaders and case workers in relation to the most challenging issues</p> <p>Contributes to major regional projects and the review of programs and services</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Authorises decisions in the most sensitive/complex cases</p> <p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p> <p>Manages and leads complex projects</p> <p>Provides program quality assurance</p> <p>Monitors professional standards of others</p>	<p>Manages a regional statutory service or facility</p> <p>Develops service delivery models for regional statutory services</p> <p>Provides highly specialist services or expert advice on statutory service delivery</p>	<p>Provides leadership and guidance based on advanced expertise</p> <p>Develops complex or specialised service delivery models</p> <p>Responsible for meeting service objectives including financial, quality and time related targets for regional statutory programs</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Accountability and Frameworks	<p>Provides direct client support and supervision services</p> <p>Maintains accurate client records of a limited nature</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers complex problems to the supervisor for resolution</p>	<p>Responsible for monitoring and implementing case plans, and protective orders</p> <p>Recommends appropriate interventions</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Brief case support aides as appropriate</p>	<p>Coordinates case management services</p> <p>Mentors less experienced case workers</p> <p>Provides advice relating to individual case plans to peers, internal and external stakeholders</p> <p>Provides well developed recommendations on intervention strategies and client service delivery</p>	<p>Responsible for the performance of the team</p> <p>Develops operational guidelines for the work area</p> <p>Makes decisions on intervention strategies and client service delivery</p> <p>Contributes to program development</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Innovation and Originality	<p>Judgment is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Exercises professional judgment</p> <p>Recommends improvement to case management systems and practices</p>	<p>Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions</p> <p>Solves problems by applying advanced judgment and professional expertise</p>	<p>Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks</p> <p>Explores new ideas to improve program delivery</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Communication	<p>Communicates effectively with clients, and their families/guardians/caregivers</p> <p>Prepares case notes for consideration of others and routine correspondence as required</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians</p> <p>Liaises with other service providers</p> <p>Prepares client assessments, case notes and plans, and correspondence</p> <p>Prepares client reports for courts</p>	<p>Uses well developed negotiation skills in pursuit of coordinated client services</p> <p>Provides specialised advice and information to other professionals</p> <p>Prepares case reports and correspondence at a more advanced level</p>	<p>Provides professional advice and opinions to professionals of other disciplines on the services being provided</p> <p>Leads or participates in case conferences with other professionals</p> <p>Prepares correspondence, drafts submissions and briefings</p> <p>Reviews court reports</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Knowledge and Proficiency	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area	<p>Applies theoretical knowledge and concepts to risk assessment and service provision</p> <p>Applies knowledge and understanding of relevant legislation</p> <p>Applies understanding of standards, techniques, and practices and current trends and approaches to service provision</p>	<p>Exercises the analytical skills and expertise of an established professional</p> <p>Applies knowledge and expertise to complex situations</p> <p>Provides authoritative advice related to their clients to other professionals and organisations</p> <p>Understands contemporary research and developments in the field</p>	<p>Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility</p> <p>Applies knowledge and expertise to complex and difficult cases and situations</p> <p>Identifies and applies appropriate research when formulating appropriate interventions</p> <p>Applies knowledge to identify gaps in case assessments prepared by others</p>	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

TABLE 8.2 – CHILD PROTECTION PRACTITIONER STRUCTURE – CHILD PROTECTION PRACTITIONER (CPP) STREAM – CLASSIFICATIONS AND STANDARD DESCRIPTORS (FROM 5 NOVEMBER 2012)

Jobs in this structure support the Child Protection Program of the Department of Human Services, excluding the child protection and youth justice programs detailed in **Table 8.1 – Children Youth and Families (CYF) stream**.

Broadly, Child Protection and Youth Justice programs form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: *Children, Youth and Families Act 2005 (Vic)* (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles in child protection and youth justice. A key accountability of these employees is exercising legal delegations and functions pursuant to the Act and other related acts.

A brief explanation of the Child Protection program is provided below.

Child Protection

The Act provides the legislative mandate for the department to protect children and young people from abuse and neglect using best interest principles, decision-making principles, additional Aboriginal decision-making principles and Aboriginal child placement principles.

This mandate involves:

- receiving reports
- conducting investigations
- intervening if it is assessed that a child is in need of care and protection
- taking matters before the Children's Court
- supervising children on child protection orders
- determining case plans (including stability plans, cultural plans and therapeutic treatment plans) for the safety and well being of children
- delivering case practice and case management services for children and young people who are either living with family or in out of home care.

Within each of the regions the Child Protection program operates in four broad areas:

1. **Intake** – Employees provide advice, referral and accept reports (the majority by telephone) and determine the outcome of these reports
2. **Response** – Employees investigate those reports determined to require a protective investigation
3. **Case management**- Employees provided case management for children and young people who have been found to be in need of care and protection, either through investigative outcome with no court order, or investigative outcome with court order
4. **Case contracting** – Employees manage the statutory aspects for children and young people whose case management has been contracted to a Community Service Organisation.

Note that references to Child FIRST in these descriptors denotes a geographical boundary

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Note that Child Protection Practitioner (CPP) Grade and Value Range Descriptors reflect the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Child Protection Practitioner (CPP) descriptors are to be read in conjunction with them.

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		VR 1			VR 1	VR 1
Grade Descriptors	The Child Protection program does not currently have jobs of this work value	<p>Practice stream: Provides basic care and support in delivering and supervising clients on family visits and a range of client activities</p> <p>Works within a well-defined environment under general supervision</p> <p>Provides standard services to support child protection practitioners carrying out their statutory roles</p> <p>Typically a case practice support worker in regional child protection</p>	<p>Practice stream: Provides standard services under general supervision within a service delivery framework</p> <p>Typically an entry level/ base-grade case practitioner in regional child protection</p>	<p>Practice stream: Provides standard services within a service delivery framework</p> <p>Works as a case practitioner involved in managing the care, support and supervision of clients with greater autonomy</p> <p>Typically an advanced case practitioner in regional child protection</p>	<p>Practice stream: Provides a professional service in field of expertise</p> <p>Typically a regional senior child protection practitioner</p> <p>Management stream: Manages delivery of services to clients within a service delivery framework</p> <p>Typically a regional child protection team manager</p>	<p>Practice stream: Provides a highly specialised, professional service in field of expertise</p> <p>Typically a regional child protection principal practitioner</p> <p>Management stream: A senior regional program manager with a significant impact on program management and delivery</p> <p>Typically a regional Area Manager (within a Child FIRST catchment)</p>
					<p>Practice stream: Provides a more specialised, professional service in field of expertise</p> <p>Typically a regional child protection practice leader</p> <p>Management stream: Typically a regional child protection team manager or deputy area manager operating at a higher level of autonomy within a region</p>	<p>Practice stream: Provides authoritative advice and leadership based on advanced expertise and regarded as a subject matter expert</p> <p>Typically a regional child protection principal practitioner</p> <p>Management stream: A senior regional program manager with a significant impact on program management and delivery</p> <p>Typically a regional child protection manager</p>

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Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).					
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
					VR 1	VR 1
Operational Service Delivery	The Child Protection program does not currently have jobs of this work value	<p>Practice stream:</p> <p>Works with clients in a range of settings</p> <p>Works under direction from supervisor</p> <p>Supervises client activities as defined by case plans</p>	<p>Practice stream:</p> <p>Works within a defined statutory framework</p> <p>Assesses the level of risk for clients and their families with close support from senior practitioners</p> <p>Responds to a variety of emerging client issues</p> <p>Participates in the development and review of case plans</p> <p>Consults with more senior case practitioners as needed</p>	<p>Practice stream:</p> <p>Plans and prioritises own work to achieve defined targets</p> <p>Assesses the level of risk for clients and their families with greater autonomy</p> <p>Makes applications to courts with greater autonomy</p> <p>Develops and manages case plans</p> <p>Supervises students and supports new child protection practitioners</p>	<p>Practice stream:</p> <p>Manages high risk cases</p> <p>Provides specialist professional supervision</p> <p>Provides advanced assessment and advisory services</p> <p>Provides leadership to practitioners in relation to high risk cases and challenging issues</p> <p>Management stream:</p> <p>Manages program activities and sensitive or high risk issues</p> <p>Manages a team of practitioners</p> <p>Undertakes case planning</p> <p>Manages the work organisation, resources and outputs for the team</p>	<p>Practice stream:</p> <p>Manages the most high risk and high profile cases including negotiating for cross agency service delivery</p> <p>Provides highly specialist services or expert advice on child protection service delivery</p> <p>Routinely advises senior stakeholders on child protection issues and solutions</p> <p>Develops briefs on highly complex practice issues</p> <p>Undertakes case planning appeals as required</p> <p>Management stream:</p> <p>Manages a regional child protection service with increased budget, employee and agency responsibilities</p> <p>Responsible for implementation of endorsed strategic policy within the region</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
					VR 2	VR 2
Operational Service Delivery					<p>Practice stream: Manages sensitive, high risk cases Provides specialist professional supervision, education and advice including leadership and guidance to other specialists in the field Undertakes quality audits Monitors professional child protection standards within the region</p> <p>Management stream: Manages program activities and sensitive or high risk issues with a higher degree of autonomy in a region Manages a team of practitioners with a higher degree of autonomy in a region Undertakes case planning Manages the work organisation, resources and outputs for the team Assist in managing a child protection area</p>	<p>Practice stream: Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise Provides complex or specialised service delivery models Undertakes case planning appeals as required</p> <p>Management stream: Manages a range of strategic statutory functions, each with significant budget, employee responsibilities or strategic importance Integrates child protection service delivery with the other statutory services provided in the region Manages major projects for the region Undertakes case planning appeals as required</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
					VR 1	VR 1
Accountability and Frameworks	The Child Protection program does not currently have jobs at this work value	Provides direct client support and supervision services Maintains accurate client records of a limited nature Decisions are based on the application and interpretation of well defined precedents, policies and standards Selects and applies a variety of well defined work practices and techniques common to the work area Refers complex problems to case practitioners for resolution	Responsible for monitoring and implementing case plans, and protective orders Recommends appropriate interventions Selects from a variety of techniques, systems, methods or procedures Briefs case support practitioners as appropriate Mentors case aides and less experienced case practitioners Provides advice relating to individual case plans to peers, internal and external stakeholders Provides recommendations on intervention strategies and client service delivery	Coordinates case management services Provides well developed recommendations on intervention strategies and client service delivery Makes decisions on intervention strategies and client service delivery Contributes to program development Assesses effectiveness of service delivery Provides mentoring and live supervision to practitioners	The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
					VR 2	VR 2
					The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		VR 1			VR 1	VR 1
Innovation and Originality	The Child Protection program does not currently have jobs at this work value	Judgment is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Exercises professional judgment Recommends improvement to case management systems and practices Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions	Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks Explores new ideas to improve program delivery	The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
					VR 2	VR 2
					The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		VR 1			VR 1	VR 1
Communication	The Child Protection program does not currently have jobs of this work value	<p>Communicates effectively with clients, and their families, guardians or caregivers</p> <p>Prepares case notes for consideration of others and routine correspondence as required</p> <p>Prepares a range of routine correspondence to support statutory service delivery</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians</p> <p>Uses well developed negotiation skills in pursuit of coordinated client services</p> <p>Liaises with other service providers</p> <p>Prepares client assessments, case notes and plans, and correspondence at a more advanced level</p> <p>Prepares client reports for court</p> <p>Provides specialised advice and information to other professionals</p>	<p>Provides professional advice and opinions to professionals of other disciplines</p> <p>Leads or participates in case conferences with other professionals</p> <p>Prepares correspondence, drafts submissions and briefings for highly complex cases</p> <p>Reviews case files, court reports and recommends changes to current work practices</p>	The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
					VR 2	VR 2

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		VR 1			VR 1	VR 1
Knowledge and Proficiency	The Child Protection program does not currently have jobs of this work value	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area Indicates a willingness to undertake appropriate studies and training in the child and family welfare field	Applies theoretical knowledge and concepts to risk assessment and service provision Applies understanding of legislation, standards, techniques and practices and current trends and approaches to service provision Exercises the analytical skills and expertise of an established professional Understands contemporary research and developments in the field	Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility Applies knowledge and expertise to complex and difficult cases and situations Identifies and applies appropriate research when formulating appropriate interventions Applies knowledge to identify gaps in case assessments prepared by others	The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
					VR 2	VR 2
					The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

**TABLE 9: YOUTH JUSTICE CUSTODIAL & SECURE WELFARE
CAREER STRUCTURE CLASSIFICATIONS AND STANDARD
DESCRIPTORS (UNTIL 4 NOVEMBER 2012)**

Jobs in this structure support the department's Child Protection and Youth Justice programs.

Child Protection and Youth Justice form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: *Children, Youth and Families and Young Persons Act 2005(Vic)* (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department of Human Services in youth justice and child protection. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of each of the programs is provided below.

Youth Justice Custodial Services

Youth Justice Custodial Centres accommodate young people aged 10 – 18 (Age change legislation as of July 1, 2005) years remanded and sentenced by the Criminal Division of the Children's Court and some 18 – 21 year olds sentenced by the adult courts to a Youth Justice Custodial Centre. There are three Youth Justice Custodial Centres in Victoria. The centres operate within a framework that promotes the return of young people to the community at the completion of their custodial sentence with increased support and opportunities and reduced risk of re – offending.

Child Protection

Secure Welfare Services

Secure Welfare Services provide care to young people in a lock up facility. Employees provide direct care and support to young people placed in Secure Welfare under the Act. This involves assisting in the case planning process and transitioning of the young person to an appropriate placement. Secure Welfare placements are time limited (21 days with the option of another 21 days in exceptional circumstances). Secure Welfare placements are utilised when it is assessed that a young person poses a significant risk to themselves or others and short term containment is required. There are two Secure Welfare facilities in Victoria.

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Note: Youth Justice Grade and Value Range Descriptors reflected the underpinning work value anchors for the function. Where the descriptors reference the VPS Grade and Value Range Descriptors, the Youth Justice descriptors are to be read in conjunction with them. The primary classification reference at Youth Justice Grade 5 is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value. Use of the VPS Grade and Value Range descriptors in this manner for CP Grade 5 is unique to this occupational category.

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Grade Descriptors	<p>General:</p> <p>Provides basic client care and support in both a community and /or institutional setting</p> <p>Works within a well-defined environment under close supervision</p> <p>Typically in Youth Justice Custodial Services, a worker providing either direct care, client supervision or support</p> <p>Typically in Secure Welfare Services, a worker providing either direct care, client supervision or support</p>	<p>General:</p> <p>Provides standard services under general supervision within a service delivery framework</p> <p>Program Specific:</p> <p>Typically In Youth Justice Custodial Services,</p> <ul style="list-style-type: none"> • may coordinate shift and team activities • coordinates activities which support client programs <p>Typically in Secure Welfare Services, a shift supervisor of residential direct care staff</p>	<p>General:</p> <p>Provides standard services within a service delivery framework</p> <p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a unit or program co-ordinator</p> <p>Typically in Secure Welfare Services, a unit coordinator</p>	<p>General:</p> <p>Manages delivery of services to clients within a service delivery framework</p> <p>Provides professional services at an advanced level in the field of expertise</p> <p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a program or unit manager</p>	<p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a project or policy manager</p> <p>Typically in Secure Welfare Services, a manager of a residential unit</p>	<p>General:</p> <p>A senior regional program manager with a significant impact on program management and delivery</p> <p>Program Specific:</p> <p>Typically in Secure Welfare Services, a manager of the program.</p>
Decision Making	<p>All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005</i> (Vic) and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).</p>					

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5		Grade 6	
					VR 1	VR 2	VR 1	VR 2
Operational Service Delivery	<p>Provides case support or direct care to clients</p> <p>Manages a range of client behaviours</p> <p>Takes appropriate action for the safety and security of clients and the centre</p> <p>Selects and applies established procedures and local work practices</p> <p>Prioritises own work program with guidance from the supervisor</p> <p>Implements aspects of client case plans</p> <p>Works with clients in a range of settings</p> <p>Works as part of a team in dealing with crisis intervention</p> <p>Works with others to coordinate client programs</p>	<p>Provides direction to a shift of direct care workers involved in the care, support and supervision of clients</p> <p>Plans and prioritises work to achieve defined targets</p> <p>Undertakes client assessments, case management and the development, implementation and review of case plans and client service plans</p> <p>Adapts practices to a variety of case circumstances</p> <p>Refers complex cases and issues to more senior staff and other service providers</p> <p>Works with clients in a range of settings</p>	<p>Works as a coordinator of a residential unit or a non-residential program</p> <p>Organises work schedules and allocates cases</p> <p>Undertakes more complex and advanced casework</p> <p>Manages and monitors the level of service provided to clients</p> <p>Provides services in relation to vocational training and employment for clients</p> <p>Researches program options to develop recommendations</p>	<p>Evaluates and modifies behaviour management systems or programs within a unit</p> <p>Contributes to centre-wide behaviour management systems</p> <p>Provides expertise in the more problematic cases</p>	<p>Manages the operations of a centre or service, sub program, minor program, or program component with significant service delivery components</p> <p>Intervenes in and manages the most problematic cases</p> <p>Provides specialist professional services or advice</p> <p>Coordinates major projects</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Professional services and advice is applied more broadly to influence policies and program delivery</p> <p>Manages major projects</p>	<p>The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Accountability and Frameworks	<p>Provides direct client care, case management, practical advice, assistance and client support and supervision services</p> <p>Maintains accurate client records</p> <p>Makes decisions and solves problems based on knowledge gained from formal training and the application and interpretation of precedents, policies and standards</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers more complex problems to the supervisor for resolution</p>	<p>Provides advice, expertise, support and training to direct care staff</p> <p>Ensures case plans are followed by direct care staff including leave programs</p> <p>Participates in planning, implementing and reviewing programs and services</p> <p>Assesses clients and recommends appropriate type and level of service for clients</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Modifies or adapts practices within the work area that have limited impact</p>	<p>Co-ordinates case management advice relating to individual case plans to peers, and internal and external stakeholders</p> <p>Ensures case management processes are in place and standards are met.</p> <p>Solves problems by applying sound judgment and professional expertise</p> <p>Participates in developing and evaluating client service delivery and treatment strategies</p> <p>Conduct supervision sessions for a team of direct care staff</p>	<p>Overall responsibility for the operation of the unit or program.</p> <p>Decisions are authoritative and not usually subject to intervention</p> <p>Manages staff and resources for a unit or program</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Innovation and Originality	<p>Judgement is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Creatively deals with problems within the work area</p> <p>Initiates improvements to work practices within the work area</p> <p>Explores new ideas in response to more challenging cases issues and problems and proposes changes and solutions</p>	<p>Develops and applies new ideas in more complex case plans and proposes solutions</p> <p>Assesses and responds to developments in the field</p>	<p>Explores and disseminates new ideas in response to non-routine case issues and problems and decides on changes and solutions</p> <p>Demonstrates creative thinking in the design and implementation of unit processes</p> <p>Contributes ideas to strategic planning of the centre</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Communication	<p>Communicates effectively with clients, and their families/guardians/ caregivers concerning the implementation of case plans and client support</p> <p>Prepares routine reports and correspondence relating to client assessment and case plans</p> <p>Applies conflict resolution skills in dealing with challenging clients</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, guardians and service providers</p> <p>Prepares client reports</p> <p>Prepares briefs and correspondence for consideration by management</p>	<p>Liaises, consults and seeks to influence other service providers, government and non-government sector agencies to provide coordinated client services</p> <p>Provides specialised advice and information to other service providers</p> <p>Finalises case reports and correspondence</p>	<p>Conveys policy, case management and operational advice to a range of professional and program audiences</p> <p>Applies negotiation, consultation and persuasion skills at an advanced level. Prepares comprehensive case reports, correspondence, and briefings</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Knowledge and Proficiency	<p>Understands relevant procedures, practices, guidelines and legislation relating to the work area</p>	<p>Applies a developed understanding of service standards, techniques and practices, acquired through operational expertise</p> <p>Applies an understanding of relevant legislation and current trends and approaches to service provision in the field</p>	<p>Provides authoritative advice to other professionals and organisations on program and service delivery</p>	<p>Possesses and applies a wide knowledge and understanding of program, operational and service delivery issues</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

**TABLE 9.1: YOUTH JUSTICE CUSTODIAL CAREER
STRUCTURE CLASSIFICATIONS AND STANDARD
DESCRIPTORS (FROM 5 NOVEMBER 2012)**

Jobs in this structure support the department's children, youth and families programs.

Child Protection and Youth Justice form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: *Children, Youth and Families Act 2005*. (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department of Human Services in youth justice. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of the youth justice program is provided below.

The department and the union may review the classification structure and the descriptors in the Youth Justice (and also CPP and CYF) Structure over the life of the Determination. Any agreed changes in relation to the structure and descriptors will be inserted into the next industrial instrument.

Youth Justice Custodial Services

Youth Justice Custodial Centres accommodate young people aged 10 – 18 (Age change legislation as of July 1, 2005) years remanded and sentenced by the Criminal Division of the Children's Court and some 18 – 21 year olds sentenced by the adult courts to a Youth Justice Custodial Centre. There are three Youth Justice Custodial Centres in Victoria. The centres operate within a framework that promotes the return of young people to the community at the completion of their custodial sentence with increased support and opportunities and reduced risk of re – offending.

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Note: Youth Justice Grade and Value Range Descriptors reflected the underpinning work value anchors for the function. Where the descriptors reference the VPS Grade and Value Range Descriptors, the Youth Justice descriptors are to be read in conjunction with them. The primary classification reference at Youth Justice Grade 5 is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value. Use of the VPS Grade and Value Range descriptors in this manner for CP Grade 5 is unique to this occupational category.

Grade Descriptors	<p>Grade 1</p> <p>General:</p> <p>Provides basic client care and support in both a community and /or institutional setting</p> <p>Works within a well-defined environment under close supervision</p> <p>Typically in Youth Justice Custodial Services, a worker providing either direct care, client supervision or support</p>	<p>Grade 2</p> <p>General:</p> <p>Provides standard services under general supervision within a service delivery framework</p> <p>Program Specific:</p> <p>Typically In Youth Justice Custodial Services,</p> <ul style="list-style-type: none"> • may coordinate shift activities • coordinates activities which support client programs 	<p>Grade 3</p> <p>General:</p> <p>Provides standard services within a service delivery framework</p> <p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a unit or program co-ordinator</p>	<p>Grade 4</p> <p>General:</p> <p>Manages delivery of services to clients within a service delivery framework</p> <p>Provides professional services at an advanced level in the field of expertise</p> <p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a program or unit manager</p>	<p>Grade 5</p> <p>Program Specific:</p> <p>Typically in Youth Justice Custodial Services, a project or policy manager</p>	<p>Grade 6</p> <p>General:</p> <p>A senior regional program manager with a significant impact on program management and delivery</p> <p>Program Specific:</p>
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).					

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5		Grade 6	
					VR 1	VR 2	VR 1	VR 2
Operational Service Delivery	<p>Provides case support or direct care to clients</p> <p>Manages a range of client behaviours</p> <p>Takes appropriate action for the safety and security of clients and the centre</p> <p>Selects and applies established procedures and local work practices</p> <p>Prioritises own work program with guidance from the supervisor</p> <p>Implements aspects of client case plans</p> <p>Works with clients in a range of settings</p> <p>Works as part of a team in dealing with crisis intervention</p> <p>Works with others to coordinate client programs</p>	<p>Provides direction to a shift of direct care workers involved in the care, support and supervision of clients</p> <p>Plans and prioritises work to achieve defined targets</p> <p>Undertakes client assessments, case management and the development, implementation and review of case plans and client service plans</p> <p>Adapts practices to a variety of case circumstances</p> <p>Refers complex cases and issues to more senior staff and other service providers</p> <p>Works with clients in a range of settings</p>	<p>Works as a coordinator of a residential unit or a non-residential program</p> <p>Organises work schedules and allocates cases</p> <p>Undertakes more complex and advanced casework</p> <p>Manages and monitors the level of service provided to clients</p> <p>Provides services in relation to vocational training and employment for clients</p> <p>Researches program options to develop recommendations</p>	<p>Evaluates and modifies behaviour management systems or programs within a unit</p> <p>Contributes to centre-wide behaviour management systems</p> <p>Provides expertise in the more problematic cases</p>	<p>Manages the operations of a centre or service, sub program, minor program, or program component with significant service delivery components</p> <p>Intervenes in and manages the most problematic cases</p> <p>Provides specialist professional services or advice</p> <p>Coordinates major projects</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Professional services and advice is applied more broadly to influence policies and program delivery</p> <p>Manages major projects</p>	<p>The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Accountability and Frameworks	<p>Provides direct client care, case management, practical advice, assistance and client support and supervision services</p> <p>Maintains accurate client records</p> <p>Makes decisions and solves problems based on knowledge gained from formal training and the application and interpretation of precedents, policies and standards</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers more complex problems to the supervisor for resolution</p>	<p>Provides advice, expertise, support and training to direct care staff</p> <p>Ensures case plans are followed by direct care staff including leave programs</p> <p>Participates in planning, implementing and reviewing programs and services</p> <p>Assesses clients and recommends appropriate type and level of service for clients</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Modifies or adapts practices within the work area that have limited impact</p>	<p>Co-ordinates case management advice relating to individual case plans to peers, and internal and external stakeholders</p> <p>Ensures case management processes are in place and standards are met.</p> <p>Solves problems by applying sound judgment and professional expertise</p> <p>Participates in developing and evaluating client service delivery and treatment strategies</p> <p>Conduct supervision sessions for a team of direct care staff</p>	<p>Overall responsibility for the operation of the unit or program.</p> <p>Decisions are authoritative and not usually subject to intervention</p> <p>Manages staff and resources for a unit or program</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Innovation and Originality	<p>Judgement is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Creatively deals with problems within the work area</p> <p>Initiates improvements to work practices within the work area</p> <p>Explores new ideas in response to more challenging cases issues and problems and proposes changes and solutions</p>	<p>Develops and applies new ideas in more complex case plans and proposes solutions</p> <p>Assesses and responds to developments in the field</p>	<p>Explores and disseminates new ideas in response to non-routine case issues and problems and decides on changes and solutions</p> <p>Demonstrates creative thinking in the design and implementation of unit processes</p> <p>Contributes ideas to strategic planning of the centre</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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CLASSIFICATION DESCRIPTORS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Communication	<p>Communicates effectively with clients, and their families/guardians/ caregivers concerning the implementation of case plans and client support</p> <p>Prepares routine reports and correspondence relating to client assessment and case plans</p> <p>Applies conflict resolution skills in dealing with challenging clients</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, guardians and service providers</p> <p>Prepares client reports</p> <p>Prepares briefs and correspondence for consideration by management</p>	<p>Liaises, consults and seeks to influence other service providers, government and non-government sector agencies to provide coordinated client services</p> <p>Provides specialised advice and information to other service providers</p> <p>Finalises case reports and correspondence</p>	<p>Conveys policy, case management and operational advice to a range of professional and program audiences</p> <p>Applies negotiation, consultation and persuasion skills at an advanced level. Prepares comprehensive case reports, correspondence, and briefings</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Knowledge and Proficiency	<p>Understands relevant procedures, practices, guidelines and legislation relating to the work area</p>	<p>Applies a developed understanding of service standards, techniques and practices, acquired through operational expertise</p> <p>Applies an understanding of relevant legislation and current trends and approaches to service provision in the field</p>	<p>Provides authoritative advice to other professionals and organisations on program and service delivery</p>	<p>Possesses and applies a wide knowledge and understanding of program, operational and service delivery issues</p>	<p>The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

TABLE 10: FORENSIC OFFICER WORK LEVEL DESCRIPTORS

Definitions:

- A Forensic Officer's primary purpose is the application of relevant qualifications, training and experience to aid the investigation of, and assist with criminal, coronial and civil matters in a recognised forensic discipline.
- A recognised forensic discipline is one that has been accepted by the Court as an area in which a qualified practitioner is permitted to give evidence.
- The context of the role will vary but may include:
 - Undertaking forensic case work
 - Provision of evidence in court
 - Development of specialised information technology functions
 - Maintenance of quality management systems
 - Undertaking research and development

Preamble:

- The work level descriptors do not provide an exhaustive list of duties, but rather they are a general description of how a position fits into the overall organisation. Specific duties and qualifications are detailed in the individual position descriptions.
- The descriptors represent a philosophical approach which reflects the knowledge and skill-set for each level of work. Positions at each work level will comprise an aggregation of tasks which have been assessed as at equal work value.
- Not all elements of each work level are required to satisfy the requirements of the level but should be considered "on balance", on the basis of best fit to describe the work.
- The development of skills is considered to be progressive and therefore skills that are referred to in the narrative for the previous level are assumed to be part of the skill set for the higher level.
- The descriptors can also serve as a tool for managers to determine appropriate developmental opportunities for staff in line with the principles of succession planning.

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Forensic Officer FO-1	
<ul style="list-style-type: none"> • Undertakes specific and defined tasks within established procedures under close supervision • Assists in tasks that are straightforward and use established techniques and work practices • Operates and maintains technical or scientific equipment appropriate to the function and level of qualification of the position • Performs routine laboratory/technical support functions • Accountable for accuracy and timeliness of outputs • Maintains existing systems and processes • Conducts work of a basic nature (may include data entry and house keeping) 	
Professional Judgement and Impact	Judgement will be confined to existing policies, protocols and procedures within a specific work area with little or no impact outside of these.
Innovation and Originality	Opportunity for innovation/originality will be limited to a specific work area and limited by knowledge and experience base. Adapts to changes in routine.
Communication	Demonstrates good written and oral communication skills relevant to a specific work area.
Knowledge & Proficiency	Demonstrates sound knowledge and practical proficiency relevant to a specific work area.
Decision Making	Decision making will be limited to protocols and procedures within a defined work area and largely under supervision.

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Forensic Officer FO-2

- Generally, possesses relevant qualifications
- Conducts analysis of samples under direction within defined parameters
- Conducts initial examination of exhibits under supervision
- Assists in prioritising tasks in order to achieve specified targets (e.g. triaging)
- Investigates, accurately defines analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques through consultation with peers and supervisors
- May regularly interact with a range of internal and external clients to provide advice or specialist information
- May process crime scene related samples within defined parameters
- Performs fingerprint casework
- Solves routine problems using readily available information, where alternatives are limited
- Conducts quality control within work area, including keeping records where necessary
- Undertakes training towards authorisation in operation of NAFIS and LiveScan systems
- Examines crime scenes in order to develop and collect fingerprints
- May assist at a crime scene

Professional Judgement and Impact	Judgement will be made with respect to policies, protocols and procedures with some impact on the work unit.
Innovation and Originality	Opportunities for innovation and originality within work area and unit. Ability to adapt to different work flows and pressures.
Communication	Demonstrates good written and oral communication skills within a work unit and externally relevant to the work unit.
Knowledge & Proficiency	Demonstrates sound knowledge and practical proficiency and may provide specialist advice relevant to a work unit both internally and externally. Is becoming a recognised fingerprint specialist.
Decision Making	Applies understanding of professional ethics and the scientific method in the development and conduct of work.

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Forensic Officer FO-3

- Possesses at least an appropriate degree and/or relevant qualification.
- Regularly reports casework in their own name
- May lead a team through scientific/technical activities including individual and team performance management and development
- Makes qualified judgements that impact on the subsequent investigation and legal deliberations associated with casework
- Conveys specialist knowledge/judgement that impacts on legal deliberations and/or investigations
- Provides expert advice, including in the court context where opinion evidence may be required
- Has responsibility for delivering status reports in relation to relevant calibration, maintenance and quality assurance schedules
- Communicates professional/scientific/technical concepts to less experienced colleagues
- Delivers discipline related presentations using prescribed methods and procedures in casework
- May attend and examine crime scenes
- Solves problems that may require specialist knowledge in a number of scientific/technical fields
- Monitors and administers local contracts and service agreements within a well defined service delivery framework
- Applies prescribed methods and procedures in casework
- Supervises other staff as required
- May assist in research and development, training and development of staff
- Undertakes technical reviews of casework where appropriate
- Interprets results of analysis
- Displays case management skills appropriate to routine casework undertaken

Professional Judgement and Impact	Development of independent scientific professional judgement within own area of expertise particularly related to casework. Impacts internally and externally to the Department.
Innovation and Originality	Regularly applies knowledge and adapts skills to manage routine situations. May be involved in research/innovation projects.
Communication	Regularly communicates policy and sophisticated scientific concepts both internally and externally.
Knowledge & Proficiency	Is a fingerprint expert, or is becoming a recognised specialist within a specific subject area. May control a laboratory function or field operation where a variety of related scientific functions are performed.
Decision Making	Applies knowledge of departmental, organisational and government policy to the decision making process.

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Forensic Officer FO-4

- Possesses at least an appropriate degree and/or relevant qualification
- Is a specialist within a specific forensic discipline
- Independently performs professional work at an advanced level
- Demonstrates judgement and innovation at a level consistent with an established professional
- May undertake non routine casework assignments
- Prepares and delivers presentations and lectures to stakeholders, students and peer professionals
- Formulates and supervises/mentors/coaches professional development programs for less experienced colleagues
- Applies negotiation, persuasion and motivation skills to manage staff and stakeholders
- Recommends resource allocation to immediate Managers in order to meet service delivery priorities
- Leads, and may manage a scientific/technical or specialist team and/or projects
- Defines the appropriate methodology in the analysis of casework
- Applies sound theoretical and practical expertise in the development of internal/external training
- Assists with negotiation and management of local contracts and service delivery agreements
- May attend and/or manage crime scenes
- May assist in the development and establishment of policy
- Possesses skills to undertake routine casework without supervision
- May participate as a representative on a Victoria Police committee
- Takes a lead role in maintaining quality systems and recommends improvements
- Displays sound case management skills appropriate to routine and non routine casework undertaken
- Undertakes technical and administrative reviews of casework

Professional Judgement and Impact	Exercise a considerable amount of independent scientific judgement and skill which impacts on the Division, law enforcement and the courts.
Innovation and Originality	Will be involved in the identification, development and implementation of new or improved procedures and protocols. Will supervise and/or engage in innovation and research projects.
Communication	Ability to convey specialist concepts and knowledge to clients, staff and stakeholders.
Knowledge & Proficiency	Is a recognised specialist within a specific area of work.
Decision Making	Takes responsibility for decision making at Unit level. Takes responsibility for decision making that impact on the day to day operations.

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Forensic Officer FO-5

- Possesses at least an appropriate degree and/or relevant qualification
- Provides high level scientific/technical professional services and/or advice, including leadership and guidance in a multi-disciplinary environment
- Possesses appropriate skills/authorisation(s) to undertake complex casework assignments. Regarded as authoritative within a particular field
- Is recognised as a specialist in the area of their profession and relied on for advice
- Manages multi-disciplinary casework teams/assignments and /or projects
- Integrates scientific/technical concepts across disciplines
- Undertakes complex casework
- Provides leadership, training and development for personnel in the adaptation and application of forensic disciplines
- Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues
- Negotiates with internal and external stakeholders, peers, industry bodies and other government agencies with the objective of gaining cooperation, influencing views and meeting timelines for delivery of projects, services or advice
- Provides leadership in the application of concepts to policy development
- Participates as a representative on local and, on occasions, national committees
- Determines Unit casework acceptance criteria
- Establishes and maintains a contemporary Forensic Intelligence Capability, which includes the collection and assessment of scientific data
- Manages and leads projects
- Displays high level case management skills
- Allocates personnel and resources within unit
- Establishes educational standards
- Maintains accredited training programs
- Manages and co-ordinates courses and undertakes training needs analyses
- Manages discrete functions with staff responsibilities or sensitive/complex issues
- Reports statistics and future needs relevant to a work area
- Makes a substantial and continuing impact within their field of expertise through discovery and communication of new knowledge
- Ensures project deliverables are aligned with program outcomes and government policy
- Determines and/or establishes internal technical/scientific/training standards
- Negotiates and manages local contracts and service delivery agreements
- Contributes to the development of technical or professional standards specific to the unit
- Plans work area processes

Professional Judgement and Impact	Makes informed judgements that have a significant impact on analytical processes and the progress and outcome of subsequent investigations and legal deliberations.
Innovation and Originality	Leads the development of new areas of work and makes original contributions to scientific knowledge.
Communication	Negotiates and collaborates with stakeholders on Departmental policy and programs. Regularly communicates on scientific issues locally and nationally.
Knowledge & Proficiency	Modifies and applies scientific precedents and concepts to new situations that may impact on other areas and/or result in a significant redirection of science and protocols.
Decision Making	Regularly makes decisions that impact on Divisional policy and external stakeholders.

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Forensic Officer FO-6

- Possesses at least an appropriate degree and/or relevant qualification
- Provides strategic leadership of multi-disciplinary teams and/or assignments
- Undertakes the most complex casework and resolves major conceptual scientific, technical or management problems that have a significant impact on a scientific discipline or the branch
- Undertakes casework likely to require leading edge research and development
- Judgements are authoritative
- Provides definitive written and oral advice on complex and challenging scientific matters
- Identifies and manages or provides advice on emerging scientific/technical, personnel and/or economic issues
- Plans, initiates and implements research or policy responses in anticipation of significant scientific/technical, policy or environmental changes
- Leads research and development into complex, sensitive or contentious scientific matters
- Manages an area with significant budget, staff responsibilities or strategic importance
- Develops service delivery models within business plans and objectives
- Routinely advises senior levels of the organisation on policy issues and solutions within a functional area
- Develops scientific/technical or professional standards for the branch/Department
- Represents the Department with external stakeholders to negotiate agreed parameters and delivery of activities to meet timelines
- Responsible for operational policy or service development impacting on the branch/Department
- Contributes to strategic corporate initiatives and is responsible for implementation
- Manages and leads complex projects
- Determines branch and unit casework acceptance criteria
- Manages a diverse range of specialised functions, which may use similar technology and may comprise several units
- Directs 'leading edge' research directly regarding casework related fields
- Manages a large scale organisational service or regional delivery function
- Develops scientific solutions/techniques or strategies that have significant implications for the discipline.
- Authorises internal technical/scientific/training standards

Professional Judgement and Impact	Makes judgements that impact directly on the Department, Victoria Police and national and/or international initiatives.
Innovation and Originality	Makes a substantial and continuing impact within their field of expertise through the discovery and communication of new knowledge.
Communication	Communicates on issues of science and policy locally, nationally and internationally.
Knowledge & Proficiency	Line manages a substantial scientific and/or technical multi-disciplinary Branch/work group. Is recognised as a national/international authority in casework related fields.
Decision Making	Regularly makes decisions that impact on Departmental policy and work/scientific requirements at a Divisional and Departmental level. Participates at a senior level in state, national or international working parties and committees.

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SCHEDULE E – VPS, VPS ALIGNED AND NON-VPS ALIGNED
CLASSIFICATION DESCRIPTORS

Forensic Officer FO-7

- Possesses at least an appropriate degree and/or relevant qualification
- Manages a large and diverse Division
- Manages a range of strategic corporate functions and long term initiatives, each with significant budget, staff responsibilities, and strategic importance
- Demonstrates strategic management skills
- Recognised nationally/internationally as a specialist in a particular scientific field and regularly applies this knowledge to achieve highly creative and/or innovative solutions
- Identifies and responds to new and emerging issues in the scientific field and their longer term implications
- Responsible for the implementation of operational policy or service development that has significant impact on the Department and key external stakeholders
- Provides policy/legislative advice to Government, senior levels of the Organisation and key external stakeholders
- Responsible for meeting service objectives, including financial, quality and service delivery targets
- Responsible for the quality and professional outcomes of the Division
- Contributes advanced expertise and knowledge to strategic planning and decision making processes of the Department
- Manages strategic corporate initiatives
- Provides leadership and guidance based on advanced expertise
- Manages major projects for the Organisation
- Implements strategic corporate direction as it relates to forensic science and its integration with crime investigation and associated judicial processes
- Is responsible for the maintenance of standards including Occupational Health and Safety, accreditation, education, research and development

Professional Judgement and Impact	Regularly makes judgements and develops policy that impacts on the Department, Victoria Police, the Government (legislation) and other forensic science service providers nationally.
Innovation and Originality	Undertakes policy research and new initiatives that affect work practices Divisionally, Departmentally and within stakeholder groups.
Communication	Regularly communicates in writing and orally with Ministers and senior managers from a range of stakeholder groups and national and international forensic science service providers.
Knowledge & Proficiency	Has a strong knowledge of relevant Government policy and legislative requirements and national and international forensic science 'business' practices.
Decision Making	Regularly participates in decision making at the senior management level within the Department, Victoria Police and national and international forums.

SCHEDULE F – SUPPORTED WAGE SYSTEM

SUPPORTED WAGE SYSTEM

1.1. This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

1.1.1. **Supported wage system** means 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.

1.1.2. **Accredited assessor** means a person accredited by the management unit established by the commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

1.1.3. **Disability support pension** means the commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991(Cth)* or any successor to that scheme.

1.1.4. **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

1.2. Eligibility criteria

1.2.1. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this determination, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

1.2.2. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of accident compensation legislation or any provision of this determination relating to the rehabilitation of employees who are injured in the course of their employment.

1.2.3. This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986 (Cth)* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12a of the *Disability Services Act 1986 (Cth)*, or if a part only has received recognition, that part.

1.3. Supported wage rates

1.3.1. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this determination for the class of work which the person is performing according to the following schedule:

Assessed capacity	Percentage of prescribed agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%

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SCHEDULE F – SUPPORTED WAGE SYSTEM

60%	60%
70%	70%
80%	80%
90%	90%

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

provided that the minimum amount payable shall be not less than \$76 per week.

1.4. Assessment of capacity

1.4.1. For the purpose of establishing the percentage of the determination rate to be paid to an employee under this determination, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

1.4.2. The employer and the relevant union, in consultation with the employee or, if desired by any of these;

1.4.3. The employer and an accredited assessor from a panel agreed by the parties and the employee.

1.5. Lodgement of assessment instrument

1.5.1. All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement salary to be paid to the employee, shall be lodged by the employer with FWA.

1.5.2. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is not a party to the assessment, it shall be referred by FWA to the union by certified mail and shall take effect unless an objection is notified to FWA within ten working days.

1.6. Review of assessment

1.6.1. The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

1.7. Other terms and conditions of employment

1.7.1. Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this determination paid on a pro rata basis.

1.7.2. Workplace adjustment

1.7.3. An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

1.8. Trial period

1.8.1. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

1.8.2. During that trial period the assessment of the employee's capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.

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SCHEDULE F – SUPPORTED WAGE SYSTEM

- 1.8.3.** The minimum amount payable to the employee during the trial period shall be no less than \$76 per week.
- 1.8.4.** Work trials should include induction or training as appropriate to the job being trialled.
- 1.8.5.** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 1.4** hereof.

SECTION II – AGENCY SPECIFIC ARRANGEMENTS

1. AGENCY SPECIFIC ARRANGEMENTS

Arrangements which apply to specific Agencies are at Appendices 1 to 13.