

**Without Prejudice**

**VicRoads Components of an Offer Package**

**Date 5 October 2020**

**Conditions of Offer Package**

1. Offer made on a without prejudice basis.
2. Offer Package and final Agreement subject to the approval of the DoT Secretary and Government – as required by Government’s Wages Policy and Enterprise Bargaining Framework.
3. Settlement of **all** the Australian Services Union (ASU) claims put to VicRoads relative to VicRoads enterprise bargaining.
4. Timeline of **30 October 2020** to reach in-principle agreement on the components outlined below.
5. Subject to reaching in-principle agreement, resolve drafting of proposed new VicRoads Enterprise Agreement document (EA9) by **30 November 2020**, or as otherwise agreed.
6. Offer lapses if paragraph 4 and 5 not achieved.

**Components of Offer Package**

Item	Explanation of change								
1. Nominal expiry date	4-year Agreement – expiry 30 September 2024								
2. Salary increases	<ol style="list-style-type: none"><li>a. Date in-principle agreement reached - 1.5%</li><li>b. 1 June 2021 – 1.25%</li><li>c. 1 March 2022 – 1.5%</li><li>d. 1 December 2022 – 1.25%</li><li>e. 1 September 2023 – 1.5%</li><li>f. 1 June 2024 – 1.0%</li></ol>								
3. Workforce Reforms - New and Amended Clauses	<p><b>Attachment 1*</b></p> <ol style="list-style-type: none"><li>a. <b>Workforce Mobility, Agility and Flexibility Commitment - New</b> – Commitment to workforce mobility, agility and flexibility principles, and how this will be operationalising over the life of the Agreement. – Intent of commitment is to gain support to build a more mobile, flexible, multi-skilled, and secure permanent workforce that can meet service delivery objectives from within the organisation.</li><li>b. <b>Mobility Payment - New</b> – Annual lump sum payment in recognition of the Workforce Mobility, Agility and Flexibility Commitment and preparedness to work at more than one VicRoads location (subject to new Usual Place or Places of Work provision):<table border="1" style="margin-left: 40px;"><thead><tr><th>1-Jan-21</th><th>1-Jan-22</th><th>1-Jan-23</th><th>1-Jan-24</th></tr></thead><tbody><tr><td>\$1,202.88</td><td>\$1,217.92</td><td>\$1,270.41</td><td>\$1,283.12</td></tr></tbody></table></li><li>c. <b>Usual Place or Places of Work - New</b> – Details the process and period of notice to be provided if there is change to the Employee’s usual place or places of work within and/or to a different Work Area, on a temporary and/or permanent basis.</li><li>d. <b>Consultation – Amendments</b></li></ol>	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24	\$1,202.88	\$1,217.92	\$1,270.41	\$1,283.12
1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24						
\$1,202.88	\$1,217.92	\$1,270.41	\$1,283.12						

	<p>–Steps, timeframes and extent of consultation to have regard to Workforce Mobility, Agility and Flexibility Commitment and Usual Place or Places of Work.</p> <p>e. <b>Secure Employment - New</b></p> <p>–Preference for direct and ongoing employment.</p> <p>–Prior acquired and demonstrated skills considered in determining classification level on commencement of employment.</p>
4. Amendment to Parental Leave clause	<p><b>Attachment 2*</b></p> <ul style="list-style-type: none"> <li>• Superannuation on <b>paid</b> and <b>unpaid</b> primary carer parental leave of up to 52 weeks, payable on return to work.</li> <li>• Increase primary caregiver parental leave entitlements from 14 to 16 weeks</li> </ul>
5. Amendment to Compassionate Leave	<p><b>Attachment 3*</b></p> <ul style="list-style-type: none"> <li>• An additional two days paid leave on the death of a spouse (including a former spouse), a de facto partner and/or child (including an adult child, adopted child, a stepchild or an ex-nuptial child).</li> <li>• Employee may be granted up to an additional two days paid leave where interstate or international travel is required.</li> <li>• Employee may be granted compassionate leave with or without pay when a person with a significant family or personal connection to the Employee, but who is not a member of the Employee’s Immediate Family dies or sustains a personal illness or injury.</li> <li>• Leave may be taken more flexibly, including single days.</li> <li>• Flexibility on type of evidence.</li> </ul>
6. Amendments to Annual Leave clause	<p><b>Attachment 4*</b></p> <ul style="list-style-type: none"> <li>• Process for considering and responding to annual leave requests, including obligation on VicRoads to: <ul style="list-style-type: none"> <li>○ provided in writing operational reasons if annual leave is disallowed; and</li> <li>○ make best endeavours to work with the employee on an alternative agreed time.</li> </ul> </li> <li>• Commitment to implement a Centralised Annual Leave Request and Approvals process for front-line customer service employees within first 6 months of the Agreement.</li> </ul>
7. New clause - Cashing out of Annual Leave	<p><b>Attachment 5*</b></p> <ul style="list-style-type: none"> <li>• Entitlement for an Employee to cash out accrued annual leave, while retaining a minimum of 4 weeks balance.</li> </ul>
8. New clause - Inclement Weather	<p><b>Attachment 6*</b></p> <ul style="list-style-type: none"> <li>• Commitment to ensure site-specific consideration of inclement weather in safe operating procedures.</li> </ul>
9. Amendments to Part Time Employment	<p><b>Attachment 7*</b></p> <ul style="list-style-type: none"> <li>• There will be an agreed roster specifying the days in each fortnight on which the part time employee will work; roster may be varied by agreement.</li> <li>• Employee may voluntarily agree to work additional hours up to 38 hours in any week, and within the span of 6am to 6pm Monday to Friday, at ordinary rate and accrue leave/superannuation.</li> </ul>

10. Amendments to Employee Representative clause	<p><b>Attachment 8*</b></p> <ul style="list-style-type: none"> <li>• Union may request VicRoads distribute a document about benefits of union membership to new employees.</li> </ul>
11. Amendment to Disciplinary Procedures clause	<p><b>Attachment 9*</b></p> <ul style="list-style-type: none"> <li>• Separate Unsatisfactory Work Performance procedure from Unsatisfactory Behaviour and Misconduct procedure.</li> <li>• Greater emphasis on supporting an employee to improve their unsatisfactory work performance.</li> </ul>
12. Amendments to Casual Employment clause	<p><b>Attachment 10*</b></p> <ul style="list-style-type: none"> <li>• Increase from six to twelve months the period a casual employee must be engaged on a regular and systematic basis to request conversion to full-time or part-time employment.</li> <li>• Set out reasonable business grounds for refusal of request for conversion.</li> <li>• Grounds for refusal must be based on facts which are known or reasonably foreseeable and be provided in writing after consultation with the employee.</li> </ul>
13. Amendments to Employee Travel Costs, Same Day Journeys and Overnight Accommodation clause	<p><b>Attachment 11*</b></p> <ul style="list-style-type: none"> <li>• Redrafted to comply with Department of Treasury and Finance expectations on public sector expenditure and accountability.</li> <li>• Reimbursement based on actual expenses incurred and on provision of receipts.</li> <li>• Provide for reimbursement without receipts in circumstances where not practicably available.</li> <li>• Provision of an 'advance' payment in circumstances where an Employee is traveling for extended periods.</li> </ul>
14. Amendments to Probationary Employment clause	<p><b>Attachment 12*</b></p> <ul style="list-style-type: none"> <li>• Increase probationary period for new staff from three to six months to align with the protections of the <i>Fair Work Act 2009</i>.</li> <li>• The right to extend the probationary period has been removed.</li> </ul>
15. Amendments to Annual Review clause	<p><b>Attachment 13*</b></p> <ul style="list-style-type: none"> <li>• An Employee will not be eligible to move to the next pay point or receive a capability and performance bonus if the Employee was: <ul style="list-style-type: none"> <li>○ subject to a formal unsatisfactory work performance process, proven misconduct or unsatisfactory behaviour during the review period; or</li> <li>○ obtained a promotion to a position at a higher classification or otherwise negotiated a salary increase within the annual review cycle; or</li> <li>○ has been continuously employed in VicRoads for <i>less</i> than 6 months at the end of the review period.</li> </ul> </li> </ul>
16. Amendment to Purchased Leave	<p><b>Attachment 14*</b></p> <ul style="list-style-type: none"> <li>• Excess annual leave accrual a consideration in applications for purchased annual leave.</li> <li>• Employee will nominate in advance certain dates for taking the purchased annual leave (unless otherwise agreed).</li> </ul>

**\*Note:** Attachments in separate document.

### Additional administrative changes

Clause number/title	Explanation of change
(4) Coverage of Agreement	Amend to reflect only ASU
(5) Employee Representative	Amend to reflect only ASU
(8) Consultation	Consultative Mechanism – reference only R&L (c.8.17 to 8.19). Remove VicRoads One Workforce (c.8.20). Remove Victorian Engineer Registration (c.8.21).
(24) Graduate Development Program	Remove clause. Program available to access at enterprise level (DoT)
(27) Salary Packaging	Remove c. 27.1 “VicRoads provided onsite childcare”
(34) Excess Travel	Remove c. 34.5 - No longer relevant
(45) Work Breaks	Remove c. 45.2 – No longer relevant Remove c. 45.4 - No longer relevant
(48) Shift Rosters	Remove 48.7 - No longer relevant
(49) Shift Loadings	Remove 49.4 - No longer relevant
(77) Parental Leave	Concurrent leave increase from 3 to 8 weeks – compliance with FW Act.
(78) Long Service Leave	Remove access to LSL at double pay (form of payout – not permitted under LSL Act).

### Best Practice Employment Commitment (BPEC)

#### 1. Mental Health Framework

In partnership with DoT, as a part of the Health, Safety and Well-being (HSW) Strategic Plan 2020-2023, one of the six strategic priorities relate to building a framework where the mental health and wellbeing of staff is supported. As a part of this strategic priority VicRoads will undertake three activities which include;

- Delivering a training program which addresses the requirements of the VPS Mental Health Charter;
- Conducting a deep dive through a series of workshops with staff on how work design and other psychosocial factors play a part in the mental health and wellbeing of staff; and
- Developing targeted action plans for VicRoads to address, protect and promote the health and wellbeing of our staff.

#### 2. Inclusion & Diversity Strategy

VicRoads will participate in a new DoT Inclusion & Diversity (I&D) Strategy which is currently being developed and will include action plans to be delivered over the life of the agreement to advance an inclusive workplace culture for all VicRoads employees. This enables VicRoads to leverage the

diversity of thought from our people and deliver services to the diverse community we serve.  
Strategic priority areas of the Strategy are:

- Women
- Aboriginal and/or Torres Strait Islander Australians
- LGBTIQ+ people
- People with disability
- Culturally and linguistically diverse (CALD) people

Without Prejudice - DRAFT

## Without Prejudice

This document is to be read in conjunction with the VicRoads Components of an offer Package – dated 5 October 2020

### Attachment 1 – Workforce Reforms - New and Amended Clauses

#### 1. WORKFORCE MOBILITY, AGILITY AND FLEXIBILITY COMMITMENT

- 1.1. The parties agree to interpret and apply the Agreement consistently with the following principles aimed at promoting workforce mobility, agility, flexibility and secure employment:
  - 1.1.1. The work required of a modern VicRoads is not static but always evolving, due to factors such as new government priorities, population growth, the pace and a scale of technological advancement, changing community service delivery expectations and the need to respond to public policy problems or crises,
  - 1.1.2. Embracing these changing priorities is essential to providing secure, flexible employment in VicRoads. Within the framework of secure employment (Clause XX – Secure Employment) the parties acknowledge the importance of ensuring that VicRoads employees can be responsively assigned work to support changing VicRoads and government priorities, and
  - 1.1.3. VicRoads is a professional organisation that offers a career path that can offer employment careers beyond a fixed role within a specific business unit. VicRoads employees are encouraged to gain relevant, diverse experiences and ongoing skill development across VicRoads, appropriate for facilitating delivery of government priorities as they change over time.
- 1.2. The parties agree that the principles set out above will be operationalised over the life of the Agreement, through a range of changed workplace practices, modes of work and services delivery. These may include, for example but are not limited to:
  - 1.2.1. Reduction of operational and mobility barriers between VicRoads roles and business units, including reviewing and updating role statements in the context of the above principles, and
  - 1.2.2. Facilitation of greater mobility, including through the development of job families and a more advanced approach to linking skill development, career aspirations and job demand trends, and
  - 1.2.3. Development of generalist capability to allow strategic assignment of work to VicRoads employees across functional areas and business units with common or universal skill sets aligned with customer/industry demands for services, and
  - 1.2.4. Building of specialist skills through targeted professional development in growing business areas, and
  - 1.2.5. Introducing extended customer service channel opening hours and services and creating new rosters and positions aligned with customer/industry demand for services.
- 1.3. The parties acknowledge that the workforce mobility, agility and flexibility measures are among other things intended to enhance secure employment generally and reduce reliance on labour hire and are not intended to adversely disadvantage employees in their employment. In particular:
  - 1.3.1. VicRoads will not require an Employee to physically relocate beyond agreed areas without appropriate consultation and supports as provided for in Clause 3 (Usual Place or Places of Work), and
  - 1.3.2. Whilst employees may report to several different managers for work activities, employees will continue to have a dedicated line manager for personal and professional development, annual review, wellbeing and related support, and
  - 1.3.3. An Eligible Employee's participation in workforce mobility, flexibility and agility measures will be regarded favourably and not place that Employee at a disadvantage for the purposes of capability development at Clause 62 (Annual Review), and

- 1.3.4. VicRoads will at all times apply the appropriate classification level, and where applicable, higher duties allowance, to work performed by an Employee, based on an evaluation of the work performed, and
- 1.3.5. VicRoads will comply with its obligations under the Agreement and the *Occupational Health and Safety Act 2004* (Vic) when implementing mobility measures, and
- 1.3.6. Mobility measures will not disadvantage an Employee in their terms and conditions of employment.

**2. Mobility Payment**

- 2.1. Employees will be paid an annual lump sum mobility payment:
  - 2.1.1. in recognition of the Parties commitment to the principles outlined in clause 1 (Workforce Mobility, Agility and Flexibility Commitment) of the Agreement, and
  - 2.1.2. in recognition of the fact that the work required of a modern VicRoads is not static but always evolving, and
  - 2.1.3. to acknowledge Employees are committed to ensuring they can be responsively assigned work to support changing government priorities/initiatives, including having a preparedness to work at more than one VicRoads location (subject to the usual place or places of work provisions at Clause 3), and
  - 2.1.4. to encourage Employees to gain and develop relevant, diverse skills and experience across VicRoads to support their capability and career development in line with business needs.
- 2.2. The mobility payment in the table below will be made as once off lump sum payments on the dates specified (pro-rata for part-time Employees):

1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
\$1,202.88	\$1,217.92	\$1,270.41	\$1,283.12

**3. Usual Place or Places of Work**

- 3.1. VicRoads must determine a usual place or places of work for an Employee.
- 3.2. VicRoads may change an Employee’s usual place or places of work, on either a temporary or permanent basis, in accordance with this clause.
- 3.3. For any change to an Employee’s usual place or places of work:
  - 3.3.1. VicRoads must consider any alternative proposal put by an Employee who can demonstrate hardship in their personal circumstances arising from the change; and
  - 3.3.2. VicRoads must consider any disabilities the Employee may have and whether because of that, the Employee would be adversely affected by a change to work location; and
  - 3.3.3. VicRoads must ensure that any mobility aids or reasonable adjustments in place for an Employee continue at the new place or places of work.
- 3.4. Definitions

3.4.1. **Work Areas** are set out in the table below:

Work Area	Work Sites (as at September 2020)
Eastern Metro 1	Exhibition CBD Carlton Richmond
Eastern Metro 2	Heatherton Mooroolbark Burwood (moving to Ringwood)
Eastern Metro 3	Frankston Dromana Pakenham Dandenong
Eastern Rural	Bairnsdale Sale Morwell

	Leongatha Warragul
North East Rural	Benalla Shepparton Wodonga Wangaratta Cobram
North West Metro 1	Broadmeadows Seymour Bundoora
Western Metro 2	Melton Sunbury Sunshine Deer Park
Western Metro 3	Geelong Werribee Hoppers Crossing
North West Rural	Bendigo Maryborough Echuca Kyneton Swan Hill Mildura
Western Rural	Ararat Horsham Ballarat Warrnambool Hamilton Colac Portland

3.4.2. During the life of the Agreement, new work sites may be added to a Work Area (including temporary sites) and from time to time, Work Area boundaries may need to be reviewed and altered.

3.4.2.1. Where the introduction of a new work site or a change to the make-up of a Work Area results in a major change that is likely to have significant effect on employees, consultation will be provided in accordance with Clause 8.

### 3.5. Change to usual place or places of work

3.5.1. For the purposes of a change to usual place or places of work in clauses 3.5.2, 3.5.3, 3.5.4 and 3.5.5:

3.5.1.1. VicRoads must have regard to the Employee's practicable commuting options and personal circumstances, including childcare arrangements or other important considerations, in implementing the change, and

3.5.1.2. Additional travelling time for the Employee arising from the change will be regarded as time worked subject to Clause 34 (Excess Travel Time).

#### 3.5.2. Temporary change to usual place or places of work within a Work Area

3.5.2.1. VicRoads may change the usual place or places of work of an Employee within a Work Area by providing the Employee with at least 24 hours' notice, or a lesser period if agreed.

#### 3.5.3. Temporary change to usual place or places of work to a different Work Area

3.5.3.1. VicRoads may change the usual place or places of work of an Employee to a different Work Area on a temporary basis, by providing the Employee with at least four weeks' notice, or a lesser period if agreed.



**3.5.4. Permanent change to usual place or places of work within a Work Area which does not require residential relocation**

3.5.4.1. VicRoads may permanently change an Employee’s usual place or places of work within a Work Area by providing four weeks’ notice or a lesser period if agreed. The Employer must also pay the applicable transfer allowance at Clause 33 if applicable.

**3.5.5. Permanent change to usual place or places of work to a different Work Area which does not require residential relocation**

3.5.5.1. VicRoads may permanently change an Employee’s usual place or places of work to a different Work Area by:

- 3.5.5.1.1. providing notice as set out in clause 3.5.5.23.5.5.2 or a lesser period if agreed,
- 3.5.5.1.2. providing an outline of the business need to support the change, and
- 3.5.5.1.3. payment of the applicable transfer allowance at Clause 33 if applicable in compensation for all disturbance factors arising from the change.

3.5.5.2. The minimum notice period required for a permanent change to the usual place or places of work to a different Work Area is outlined in the table below, or a lesser period if agreed.

**Notice provided for a permanent change to usual place or places of work to a different Work Area**

<b>Distance/Time</b>	<b>Total notice period required</b>
For the first 30 mins of additional daily travel time required or 30 kilometres additional daily distance or part thereof	4 weeks
For between 31-60mins of additional daily travel time or 60 kilometres additional daily distance or part thereof	6 weeks
Greater than 61mins of additional daily travel time or over 90 kilometres additional daily distance or part thereof	8 weeks

**1. CONSULTATION**

**Introduction of change**

1.1 This clause applies if VicRoads:

- a) has made a definite decision, which may include a proposal, to introduce a major change to operations, program/functions, organisation, structure or technology that is likely to have a significant effect on its employees; or
- b) proposes to introduce a major change to the regular or ordinary hours of employees.

In this clause, ‘relevant employees’ means the employees who may be affected by the major change.

**Major change to operations, program/functions, organisation structure or technology**

1.2 VicRoads must notify the relevant employees and their recognised representatives of its decision to introduce the major change. VicRoads will use its best endeavours to ensure that employees affected by change are treated with fairness and equity.

- 1.3 As soon as practicable after making a definite decision to introduce a major change, which can also include a proposal to introduce a major change, and prior to a final decision, VicRoads must:
- a) discuss with the relevant employees and their recognised representatives:
    - (i) the introduction of the major change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures VicRoads may take to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion, provide in writing to the relevant employees and their recognised representatives:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects and benefits of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 1.4 VicRoads is not required to disclose to the relevant employees commercially sensitive or confidential information where such a disclosure would be detrimental or prejudicial to VicRoads interests.
- 1.5 Relevant employees and their recognised representatives must raise matters about the introduction of the major change as expeditiously as possible.
- 1.6 VicRoads must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their recognised representatives. VicRoads and the employee(s) will make every effort to ensure that issues raised during consultation are dealt with as expeditiously as possible.
- 1.7 In this clause, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment; or
  - b) major change to the composition, operation or size of VicRoads workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.
- 1.8 Clause 8.7 (f) is subject to the rights and obligations set out in clause 3 (Usual Place or Places of Work).
- 1.9 Consultation means the full, meaningful and frank discussion of issues / proposals and the explanation and furnishing of explanatory documents and due consideration of the views of the relevant employees and their relevant recognised representative/s, prior to implementation by any final decision.
- 1.10 The steps, timeframes, and the extent of consultation in each case will take into account:
- a) the scale of change proposed and the likely significant effect for employees; and
  - b) the Parties' agreement in clause 1 (Workforce Mobility, Agility and Flexibility Commitment) that the principles of workforce mobility, agility and flexibility will be

operationalised over the life of the Agreement through a range of changed practices, modes of work and service delivery.

- 1.11 Where an organisational restructure occurs:
- a) prior to advising the relevant employees:
    - (i) role statements must be reviewed or developed for new positions to align with the revised organisational structure; and
    - (ii) position evaluations must be completed for positions changed or introduced as a result of the restructure; and
  - b) where the substantial duties, responsibilities and number of positions is unchanged the present incumbent shall be matched directly to the position; or
  - c) where the substantial duties, responsibilities or number of positions is changed:
    - (i) the positions shall be advertised to the affected work group only; and
    - (ii) the relevant employees may provide an expression of interest and shall be matched on the basis of merit.
- 1.12 Relevant employees who are not matched to a position in an organisational restructure will be redeployed.
- 1.13 Any appeal against not being matched to a vacant position shall be resolved by the Appeals Committee prior to recruitment beyond the affected workgroup for the particular role(s) in question.
- 1.14 VicRoads may, upon request, provide information in languages other than English.

## **1. SECURE EMPLOYMENT**

- 1.1 VicRoads acknowledges the positive impact that secure employment has on employees and the provision of quality and consistent Government service delivery to the Victorian community.
- 1.2 VicRoads may increase positions as it considers appropriate, for example due to increased customer demand, and subject to VicRoads standard recruitment and selection procedures.
- 1.3 If a new employee, immediately prior to commencing employment with VicRoads, had performed services for VicRoads (e.g. as a labour hire worker), skills acquired and demonstrated by them during that prior period will be considered by VicRoads for the purposes of determining their pay point on commencement of employment.
- 1.4 VicRoads considers ongoing forms of employment to be preferable over casual and fixed term arrangements where such employment arrangements are appropriate and where the nature of the work is sustained and ongoing.
- 1.5 VicRoads will give preference to direct employment where Government funding, operational and/or customer demand permits, including through operationalising the principles in clause 1.1 (Workforce Mobility, Agility and Flexibility Commitment).

## **Attachment 2 - Parental Leave**

### **Amendment**

1. An employee with more than 12 months service will be entitled to 16 weeks paid primary care giver leave in relation to the birth or adoption of their child.
- 1.1 The entitlement in clause 1 above apply to a period of primary career giver leave commencing on or after **<date of in-principle agreement>**.

### **New clause**

#### **1. Employer superannuation contributions in respect of Primary Caregiver Parental Leave**

- 1.1 An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave which occurs on or after **<date of in-principle agreement>**.
- 1.2 VicRoads will pay the superannuation contributions as a lump sum to the Employee's fund.
- 1.3 The lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Primary Caregiver Parental Leave.
- 1.4 The quantum of superannuation contributions payable under this clause will be calculated based on:
  - a) The number of weeks of Primary Caregiver parental leave taken by the Employee, capped at 52 weeks; and
  - b) The Employee's fortnightly pay based on their ordinary hours of work immediately prior to commencing Primary Caregiver parental leave; and
  - c) The applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

### **Attachment 3 – Compassionate Leave (amendments) – replace clause 79.11**

#### **79.11 Compassionate Leave**

- 79.11.1 An employee, other than a casual employee, is entitled to up to three days paid compassionate leave and a casual employee is entitled to up to three days unpaid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life;
  - b) sustains a personal injury that poses a serious threat to his or her life; or
  - c) dies.
- 79.11.2 An employee, other than a casual employee, is entitled to up to an additional two days paid compassionate leave for each occasion when the employee's spouse (including a former spouse), de facto partner and/or child (including an adult child, adopted child, a step child or an ex-nuptial child) dies.
- 79.11.3 In addition to clause 79.11.1 and 79.11.2 above, an employee, other than a casual employee, may, at the discretion of VicRoads, be granted up to an additional two days paid compassionate leave where interstate or international travel is required in relation to compassionate leave taken under clause 79.11.1 and 79.11.2 above.
- 79.11.4 An employee, including a casual employee, may take unpaid compassionate leave by agreement with VicRoads.
- 79.11.5 An employee may take compassionate leave for an occasion under 79.11.1, 79.11.2, 79.11.3 or 79.11.4 if the leave is taken:
- a) for the purpose of spending time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
  - b) after the death of a member of the employee's immediate family or household.
- 79.11.6 An employee is not required to take compassionate leave under clause 79.11.1, 79.11.2, 79.11.3 or 79.11.4 consecutively.
- 79.11.7 Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.
- 79.11.8 An employee who is taking compassionate leave under this clause must give notice to VicRoads as soon as practicable (which may be at a time after the compassionate leave has started) and must advise VicRoads of the period, or expected period, of the compassionate leave.
- 79.11.9 An employee must provide VicRoads with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a duly registered and qualified medical practitioner, a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of VicRoads.
- a) VicRoads may consider a more flexible approach to the evidentiary requirements set out in clause 79.11.9 in circumstances where it is not reasonable or practical to obtain certain evidence due to the nature of the request for compassionate leave. For example, this may include giving preference to a statutory declaration over other forms of evidence or alternatively accepting on face value the leave request.
- 79.11.10 The term immediate family has the same meaning as in clause 76.

79.11.11 Other significant family or personal connections

- a) An employee may, at the discretion of VicRoads, be granted compassionate leave with or without pay when a person with a significant family or personal connection to the employee, but who is not a member of the employee's immediate family (as defined in clause 76) or household, dies or sustains a personal illness or injury that poses a serious threat to that person's life.

#### **Attachment 4 – Annual Leave - Taking annual leave (amendments)**

1. An employee is required to take four weeks paid annual leave in each calendar year, unless otherwise agreed between VicRoads and the employee. Annual leave must be taken within 24 months of the date of accrual.
2. An employee may take annual leave immediately before or after any other type of leave.
3. An employee may take accrued annual leave at any time provided the time and duration of the leave has been agreed between the employee and VicRoads, taking into consideration the needs of VicRoads.
4. Any leave request will be assessed on its merits, taking into account operational reasons, including anticipated staffing levels and customer demand during the proposed time of taking leave.
5. VicRoads will not unreasonably refuse a request by an employee to take annual leave.
6. If VicRoads refuses to approve an employee's application for annual leave for operational reasons, the reasons will be provided in writing. VicRoads will use its best endeavours to work with the employee to agree an alternative time for annual leave. VicRoads will not change the new agreed date unless requested to do so by the employee.
7. VicRoads may require an employee to take annual leave where an employee:
  - a) has an accrued annual leave entitlement in excess of 40 days;
  - b) has an accrued time off debt in excess of 8 hours;
  - c) is seeking leave without pay; or
  - d) is subject to disciplinary proceedings.
8. Any local or site-specific arrangements around annual leave approvals must be consistent with this clause.

#### **Centralising Annual Leave Request and Approvals**

1. Within the first 6 months of the Agreement coming into effect, VicRoads, in consultation with affected staff and the ASU, will set up a centralised annual leave request and approval process for front-line Customer Service staff which seeks to provide a centralised, consistent and transparent leave application process for frontline Customer Service staff across all Customer Service channels.
2. The goal of a centralised annual leave request and approval process is to create consistency of approach for staff working across all customer service channels, and for the transparent recognition and handling of matters such as:
  - a) Staff wellbeing (including their ability to access their leave at a time suitable for them);
  - b) Ability of the business unit to meet workload requirements across the whole Customer Service network;
  - c) 'Peak demand' periods of leave requests, especially around cultural and religious holidays (including those that are not public holidays); and
  - d) Management of accumulated leave at both an individual and business-unit level.

**Attachment 5 - Cashing out of Annual Leave (new clause) – insert under Annual Leave (clause 73)**

**1. CASHING OUT OF ANNUAL LEAVE**

- 1.1. Annual leave must not be cashed out except in accordance with this clause.
- 1.2. VicRoads and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:
  - a) the cashing out of a particular amount of accrued annual leave must be by agreement between VicRoads and the Employee which must:
    - i. be in writing and retained as an Employee record; and
    - ii. state the amount of accrued leave to be cashed out and the payment to be made to the Employee; and
    - iii. state the date on which the payment is to be made; and
    - iv. be signed by VicRoads and Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out;
  - c) annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four weeks; and
  - d) an Employee may only cash out annual leave on one occasion during the term of this Agreement.



**Attachment 6 - Inclement Weather (new clause) - Insert under Occupational Health and Safety (clause 11)**

**1. INCLEMENT WEATHER**

- 1.1. Within 6 months of the approval of this Agreement, the Employer, in consultation with affected employees and their health and safety representatives, will ensure that site-specific consideration of Inclement Weather is reflected in safe operating procedures for outdoor work.
- 1.2. The safe operating procedures for outdoor work will be informed by site-specific risk assessments and conducted in accordance with the Victorian *Occupational Health and Safety Act 2004*.
- 1.3. The safe operating procedures for outdoor work will eliminate or reduce so far as reasonably practicable hazards or risks in VicRoads' workplaces. Appropriate hazard or risk controls may include personal protective equipment, additional and/or more frequent breaks, provision of potable drinking water, and other administrative or engineering interventions, as required.
- 1.4. "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature, air quality or the like, or any combination thereof) by virtue of which it is not safe for workers to work in.
- 1.5. In the event of a disagreement between VicRoads and affected employees regarding what constitutes Inclement Weather, a Health and Safety Representative will be consulted, where practicable.

**2. PART-TIME EMPLOYMENT**

- 2.1 A part-time employee is an employee who is engaged on an ongoing basis and for a set number of hours per week which is less than 38, as agreed by VicRoads and the employee, provided that they receive a minimum of 3 hours employment on any day worked. An existing employee may only work less than 15 hours per week at their request. There will be an agreed roster specifying the days in each fortnight on which the employee will work, the hours of those days upon which the employee will work, and the number of hours the employee will work on each day worked. The roster may be varied by agreement between VicRoads and the employee.
- 2.2 The hourly rate of salary of a part-time employee shall be equal to the hourly salary for a full-time employee on the same classification.
- 2.3 A part-time employee shall accrue entitlements to all types of leave on a pro-rata basis.
- 2.4 If a part-time employee voluntarily agrees to work additional hours which are performed both before 38 hours has been worked in any week, and within the span of 6am to 6pm Monday to Friday, the employee will be compensated at the part time employee's ordinary rate. Additional hours compensated at the part time employee's ordinary rate will count as service for leave accrual.
  - a) The process to agree to temporarily vary the part time employee's ordinary hours under this clause will be in writing. An employee must voluntarily consent to such variation.
- 2.5 A part-time employee may elect to be paid overtime or time off in lieu of payment for overtime, for time that the employee is required to work in excess of their ordinary weekly hours. Compensation for overtime is in accordance with overtime rates in clause 53.

**Attachment 8 – Induction (amendments)** - insert in Employee Representatives (clause 5)

**5. EMPLOYEE REPRESENTATIVES**

- 5.3 Subject to part 3-4 of the FW Act, VicRoads will invite recognised union officials to address new employees about the benefits of union membership as part of the corporate induction. Alternatively, the opportunity to provide a document to new Employees about union membership will be granted.

**Attachment 9 - Disciplinary Procedures (amendment) – replace clause 70**

**70. UNSATISFACTORY WORK PERFORMANCE**

70.1 The following procedures shall be applied in cases of formal unsatisfactory work performance.

70.2 This clause applies to all employees except casual employees and employees subject to a probationary period of employment.

70.3 Referred unsatisfactory work performance matters

a) VicRoads may at any time elect, where there is reasonable cause, to manage the Employee's unsatisfactory work performance in accordance with clause 71 (Unsatisfactory Behaviour and Misconduct). Once an election has been made by the Employer under this clause 70, any matters that have arisen under the process in clause 70 may be considered in the process pursuant to clause 71 (Unsatisfactory Behaviour and Misconduct).

70.4 Unsatisfactory work performance shall include but not be limited to an employee's failure to meet the inherent requirements of their role or to perform to the required standards or expectations of their role.

70.5 In the case of unsatisfactory work performance, VicRoads must, where it is reasonable to do so:

a) Have undertaken and where practicable recorded informal attempts to address an employee's unsatisfactory work performance (which may include but not limited to increased supervision, feedback, and/or training) prior to commencing a formal unsatisfactory work performance management process;

b) Provide employees a reasonable opportunity to rectify the unsatisfactory work performance during the formal unsatisfactory work performance management process; and

c) Ensure employees are advised of the potential outcomes of continued unsatisfactory work performance.

70.6 An employee will be provided with a reasonable opportunity to seek assistance from an employee representative before, and at, any meeting associated with the formal unsatisfactory work performance process.

70.7 The purpose of this clause is to support employees with unsatisfactory work performance to improve their performance to the required standard, ensuring that unsatisfactory work performance is addressed as expeditiously as practicable. Its aim is to provide a fair and transparent framework for action to be taken where an employee continues to perform below VicRoads' expected standard.

70.8 Notwithstanding the above, it is acknowledged that where informal attempts to address an employee's unsatisfactory work performance have not resulted in the required improvement, VicRoads may commence a formal unsatisfactory work performance process. The employee will be advised of the potential outcomes, including those set out in clause 70.9, of continued and repeated unsatisfactory work performance.

70.9 The unsatisfactory work performance outcomes that may be taken by VicRoads in the event of unsatisfactory work performance is one or more of the following:

a) Reprimand;

b) Transfer to another position;

c) Deferral of movement to the next pay point within the employee's classification level;

d) Reduction in pay point within the employee's classification level;

- e) Reduction in classification, where the employee is found to be unable to meet the inherent requirements of their role;
- f) Termination of employment with or without notice; or
- g) Any other action that may be deemed appropriate.

70.10 Where an unsatisfactory work performance outcome is being considered under clause 70.9, to ensure the employee is afforded procedural fairness, the employee is entitled, before such outcome is taken, to:

- a) Be advised in writing of the unsatisfactory work performance, which is the reason why the unsatisfactory work performance outcome is being considered;
- b) Be provided with the opportunity to state the employee's case at a hearing with VicRoads management before the unsatisfactory work performance outcome is determined and allowed the opportunity to provide details of any mitigating circumstances; and
- c) The right to be represented if the employee so wishes by his/her employee representative.

70.11 An employee may lodge a dispute with the Fair Work Commission following the outcome of the disciplinary hearing, where they are concerned that the disciplinary procedure outlined in this clause has not been followed or the penalty is too severe.

## **71 UNSATISFACTORY BEHAVIOUR AND MISCONDUCT**

71.1 The following procedures shall be applied in cases of

- a) alleged unsatisfactory behaviour; or
- b) alleged misconduct, including serious and willful misconduct.

71.2 Unsatisfactory behaviour shall include but-not be limited to bullying, discrimination, harassment and sexual harassment or a breach of the Code of Conduct for Victorian Public Sector employees.

71.3 Misconduct shall include but not be limited to a breach of the Code of Conduct for Victorian Public Sector employees, fraud, theft and corruption.

71.4 An employee will be provided with a reasonable opportunity to seek assistance from an employee representative before, and at, any meeting or interview associated with the investigation process in relation to alleged unsatisfactory behavior or alleged misconduct, including preliminary discussions or meetings.

71.5 In the case of alleged unsatisfactory behaviour, VicRoads must provide employees a reasonable opportunity to respond to the allegations during the investigation process.

71.6 In the case of alleged misconduct, including serious and wilful misconduct, VicRoads must provide employees a reasonable opportunity to respond to the allegations during the investigation process.

71.7 Where an investigation has commenced, to ensure the employee is afforded procedural fairness, the employee is entitled to:

- a) Adequate warning of the consequences of their behaviour or conduct, where such warning can be reasonably provided prior to the disciplinary action being taken;
- b) Be advised that he/she is subject to an investigation and be provided with all details of the matters being investigated in writing and a copy of the investigation process to be followed; and
- c) Be provided with a reasonable opportunity to seek assistance from an employee representative before, and at, any meeting or interview associated with the investigation process.

71.8 VicRoads may, where it considers necessary while investigating alleged unsatisfactory behaviour, or alleged misconduct, direct the employee:

- a) Be transferred to another position; and/or
- b) Subject to clause 71.7 (c), not to speak to other employees of VicRoads about the matter or not to visit certain places of work and/or
- c) Be suspended from duty with pay; and/or
- d) Take any accrued leave to which he/she is entitled; pending the taking of disciplinary action.

However, where the allegation(s) are not proven, or the disciplinary action results in a reprimand, VicRoads will restore any leave entitlements which it has directed the employee to take and transfer the employee back to his/her original position.

71.9 Where disciplinary action against an employee is being considered, to ensure the employee is afforded procedural fairness, the employee is entitled, before such disciplinary action is taken, to:

- a) Be advised in writing of the unsatisfactory behaviour or misconduct, including serious and wilful misconduct, which is the reason why disciplinary action is being considered;
- b) Be provided with the opportunity to state the employee's case at a hearing with VicRoads management before disciplinary action is taken and allowed the opportunity to provide details of any mitigating circumstances; and
- c) The right to be represented if the employee so wishes by his/her employee representative.

71.10 The disciplinary action that may be taken by Vic Roads in the event of unsatisfactory behaviour or misconduct is one or more of the following:

- a) Reprimand;
- b) Transfer to another position;
- c) Suspension from duty with or without pay;
- d) Deferral of movement to the next pay point within the employee's classification level;
- e) Reduction in pay point within the employee's classification level;
- f) Reduction in classification;
- g) Termination of the employee's employment with or without notice; or
- h) Any other action that may be deemed appropriate.

71.11 An employee may lodge a dispute with the Fair Work Commission following the outcome of the disciplinary hearing, where they are concerned that the disciplinary procedure outlined in this clause has not been followed or the penalty is too severe.

71.12 Referred matters under clause 70

- a) Any matters that have arisen under the Unsatisfactory Work Performance clause 70 may be considered in this Unsatisfactory Behaviour and Misconduct process pursuant to this clause 71.

**Attachment 10 – Casual Employment (amendments) – replace clause 15**

**1. CASUAL EMPLOYMENT**

- 1.1 A casual employee is an employee who is engaged for the purpose of meeting particular and short term needs, and who has no fixed ordinary hours provided that they receive a minimum of 3 hours employment or pay on any day they are required to work.
- 1.2 A casual employee shall be paid for the hours worked plus a loading of 25% for time worked up to 38 hours in a week, within the span of ordinary hours, in lieu of an entitlement to paid leave and payment for public holidays.
- 1.3 However, casual employees shall receive overtime rates in lieu of their casual loading for work performed in excess of 38 hours per week or outside the span of ordinary hours.
- 1.4 A casual employee is not entitled to any of the benefits of this Agreement relating to annual leave, purchased annual leave, personal leave, career break, special leave types, payment for public holidays, salary packaging and Annual Review.
- 1.5 A casual employee will be entitled to Long Service Leave and unpaid Carer’s Leave and unpaid compassionate leave. An eligible casual employee will be entitled to Parental Leave.
- 1.6 VicRoads may terminate the employment of a casual employee upon the following notice:

Period of Regular & Systematic Service	Period of Notice
Up to 12 months	1 week
More than 12 months up to 3 years	2 weeks
More than 3 years up to 5 years	3 weeks
More than 5 years	4 weeks

- 1.7 VicRoads may terminate a casual employee without notice for serious and wilful misconduct or unsatisfactory behaviour or unsatisfactory work performance.
- 1.8 A payment instead of notice will be calculated on the basis of the number of hours worked by the casual employee in the period immediately before the notice is given, equal to the period of notice.
- 1.9 A casual employee, who has in the proceeding period of twelve months been engaged by VicRoads on a regular and systematic basis, has the right to request to have their employment converted to full- time or part-time employment, if the employment is to continue beyond twelve months.
- 1.10 Any conversion request under this clause must be in writing and provided to VicRoads.
- 1.11 Where a casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

- 1.12 Reasonable grounds for refusal include that:
- a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement (for example, if there is no prior history or pattern of regular and systematic engagement);
  - b) it is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 12 months;
  - c) it is known or reasonably foreseeable that the hours of work which the casual employee is required to perform will be significantly reduced in the next 12 months; or
  - d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 1.13 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 1.14 Where VicRoads refuse a casual employee's request to convert to full-time or part-time, VicRoads will provide the casual employee with VicRoads' reasons in writing.
- 1.15 The agreement to convert a casual employee to full-time or part-time employment may include for a fixed term, providing that the role meets the specific resourcing requirements set out in with clause 16.2 (Fixed Term Employment).



**Attachment 11 - Employee Travel Costs, Same Day Journeys and Overnight Accommodation clause -**  
replace clauses 35, 36 and 37

**1 REIMBURSEMENT OF EXPENSES**

**1.1.1 General Provisions**

1.1.1.1 VicRoads will reimburse the Employee for the Employee's reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties.

1.1.1.2 VicRoads 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.

1.1.1.3 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.

1.1.1.4 VicRoads require an Employee to submit to VicRoads official receipts substantiating allowable expenses incurred by the Employee as soon as practical after incurring the expense, except where the Employee uses their own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with clause 1.2 (c).

1.1.1.5 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.

**1.1.2 Employee Travel Costs**

1.1.2.1 Where VicRoads requires employees to travel for work related purposes, VicRoads will choose to provide: a VicRoads vehicle; or taxi vouchers; or a public transport ticket; or hire a commercial vehicle; or hire an employee's private motor vehicle. Where VicRoads has hired an employee's private motor vehicle, payment will be in accordance with the rates determined by the Australian Taxation Office from time to time.

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

1.1.2.3 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.

**1.1.3 Same Day Journeys**

1.1.3.1 Where an employee is required to be absent on duty from his or her usual place of employment, but leaves and returns on the same day, and VicRoads is satisfied that he or she has actually and necessarily incurred an expense on account of a meal which the employee would not otherwise have incurred because of a requirement to commence travelling before 7am or to return home after 7pm, VicRoads will pay the employee the actual reasonable cost incurred for breakfast and/or dinner related expenses, having regard to clause 1.1 (c).

**1.1.4 Overnight Accommodation**

1.1.4.1 Where an employee is required to work at a place other than his or her usual place of employment and it is unreasonable for the employee to return to his or her home at night, VicRoads may elect to provide, or pay directly for, the employee's overnight accommodation and/or meals.

1.1.4.2 Where VicRoads does not provide, or pay directly for, the employee's overnight accommodation and/or meals in accordance with 1.4 (a), VicRoads will reimburse the employee for any reasonable expenses actually and necessarily incurred for overnight accommodation and/or meals in accordance with clause 1.1 (c).

- 1.1.4.3 Where the actual and necessary expenses incurred by an employee exceeds the total daily rate for dinner, bed, breakfast, lunch and incidentals, provided in clause 1.1 (c), then VicRoads will reimburse those expenses as long as they were reasonably incurred. The employee will be required to provide receipts prior to being reimbursed for any expenses incurred that exceed the reasonable amounts provided in 1.1 (c).
- 1.1.4.4 A reimbursement in respect of breakfast will not be paid unless an expense has actually and necessarily been incurred on account of a meal which the employee would not otherwise have incurred because of a requirement to commence travelling before 7am, on the first day of travel.
- 1.1.4.5 A reimbursement in respect of lunch will not be paid unless an expense has actually and necessarily been incurred on account of a meal which the employee would not otherwise have incurred because of a requirement to commence travelling before 12.00pm, on the first day of travel.
- 1.1.4.6 A reimbursement in respect of dinner will not be paid unless an expense has actually and necessarily been incurred on account of a meal which the employee would not otherwise have incurred because of a requirement to return home after 7pm, on the last day of travel.
- 1.1.4.7 A reimbursement for incidental expenses and lunch shall only be paid in conjunction with a reimbursement for "bed."
- 1.1.4.8 Where an employee is regularly required to work at a place other than his or her usual place of employment for a minimum period of five working days in a four week period, an employee will be entitled to either the provisions in clauses 1.4 (b) – 1.4 (g) or upon request, VicRoads will provide an advance for the expected costs associated with work related overnight accommodation. As soon as practicable after the event, the Employee will provide VicRoads with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to VicRoads.

**Attachment 12 - Probationary Employment (amendments) – replace clause 17**

**1. PROBATIONARY PERIOD**

- 1.1 Upon the first engagement of an employee, other than a casual employee, VicRoads may specify a period of probationary employment during which, or at the end of which, it may terminate the employee's employment with one week's notice or payment in lieu of notice, if it is not satisfied with the employee's conduct, behaviour or work performance during the period of probationary employment.
- 1.2 VicRoads will specify the period of probationary employment in the employee's letter of appointment but, subject to clause 1.3, the period specified will not be longer than six months.
- 1.3 If an employee's conduct, behaviour or work performance is identified during the probationary period as not meeting requirements, VicRoads shall counsel the employee in a timely manner during the probationary period in relation to his or her conduct, behaviour or work performance and shall provide a written record of such counselling.

## Attachment 13 – Annual Review (amendments)

### 1. Assessment

- 1.1 During July/August each year, employees will conduct a self-assessment and meet with their line managers to discuss their Capability Development Plan for the previous financial year.
- 1.2 At the formal review meeting, the employee's line manager shall review the employee's results against their agreed Capability Development Plan and assess whether the employee has achieved all planned results that demonstrate the employee's planned capabilities. Where the line manager assesses the employee as not meeting all planned results that demonstrate planned capabilities, the line manager will provide the employee with an opportunity to substantiate that the result has been achieved.
- 1.3 Employees who are assessed as meeting all their results in their Capability Development Plan will move as follows:
  - a) Employees in pay point 1 to 5 of their VicRoads Officer classification level will move to the next pay point within their classification on the first full pay period on or after 20 September each year.
  - b) Employees in pay point 6 of their VicRoads Officer classification level will receive an annual Capability bonus equivalent to 4% of their base salary. This bonus will be paid in the first full pay period on or after 20 September each year.
- 1.4 An employee will not be eligible to move to the next pay point or receive a capability bonus if the employee:
  - a) Commences a formal unsatisfactory work performance process under clause 70 (Unsatisfactory Work Performance) at any time during the applicable review period; or
  - b) Was subject to proven misconduct or unsatisfactory behaviour as per clause 71 (Unsatisfactory Behaviour and Misconduct) during the applicable review period; or
  - c) Has been continuously employed in VicRoads for less than 6 months at the end of the review period; or
  - d) The employee obtained a promotion to a position at a higher VicRoads Officer classification or otherwise negotiated a salary increase within the annual review cycle.
    - (i) For the purposes of this clause a promotion does not include any moves to the next VicRoads Officer classification level which resulted in the employee receiving less than the equivalent of one pay point amount, or occurred following a role statement review and reclassification process conducted under clause 60 (Role Statement Review and Reclassification).
- 1.5 For the purposes of clause 1.4 (b), if an investigation of alleged misconduct or unsatisfactory behaviour spans more than one annual review cycle (financial year), the eligibility exclusion is to be applied in the annual review cycle in which the discipline outcome is determined (under clause 71.10). If an investigation is ongoing but has not been concluded, the employee is eligible to be considered for progression payment, but the employer is not precluded from considering matters of misconduct or unsatisfactory behaviour arising under clause 71 in assessing whether the employee has met their results against their agreed Capability Development Plan, where it is fair and reasonable to do so.
- 1.6 Employees who are assessed as not achieving all of the results in their

Capability Development Plan will not move to the next paypoint.

- 1.7 Capability increases and Capability bonuses are not subject to a quota.
- 1.8 Employees will be advised in writing or electronically of the outcome of their assessment in September each year.

**Attachment 14 – Purchased Annual Leave (amendment)** – insert below clause 66

**1. PURCHASED ANNUAL LEAVE**

- 1.1 An employee may request, and VicRoads may agree, to enter into a purchased annual leave arrangement for up to eight weeks of additional annual leave.
- 1.2 When entering into a purchased annual leave arrangement, the employee will nominate certain dates for taking the purchased annual leave (unless otherwise agreed), and if VicRoads agrees to leave being taken on these dates, these dates cannot be varied by VicRoads. Where prior agreement is reached in relation to dates on which purchased annual leave will be taken, this Agreement must be evidenced by the employee submitting a leave request. Where VicRoads and the employee agree not to nominate periods of purchased annual leave upon commencing this arrangement, the Annual Leave provisions of this Agreement will apply.
- 1.3 VicRoads will endeavour to accommodate an employee’s request for purchased annual leave, subject to the operational requirements of the business, and must not unreasonably refuse a request by an employee to enter into a purchased annual leave arrangement.
- 1.4 An employee must agree to proportionally reduce their annual salary over a 12-month period in order to accrue and take one of the following purchased annual leave arrangements:

Purchased Annual Leave Arrangement	Number of Additional weeks of annual leave	Total Number of weeks of annual leave	Reduction to Annual Salary
44/52	Additional 8 weeks leave	(Total 12 weeks leave)	15.4%
45/52	Additional 7 weeks leave	(Total 11 weeks leave)	13.5%
46/52	Additional 6 weeks leave	(Total 10 weeks leave)	11.5%
47/52	Additional 5 weeks leave	(Total 9 weeks leave)	9.6%
48/52	Additional 4 weeks leave	(Total 8 weeks leave)	7.7%
49/52	Additional 3 weeks leave	(Total 7 weeks leave)	5.8%
50/52	Additional 2 weeks leave	(Total 6 weeks leave)	3.8%
51/52	Additional 1 weeks leave	(Total 5 weeks leave)	1.9%

- 1.5 Any leave payable to an employee who has entered into a purchased annual leave arrangement will be paid at the employee’s reduced salary rate. Overtime will be paid at a rate equivalent to the employee’s full-time salary, had they not entered into the purchased annual leave arrangement.
- 1.6 Subject to 1.2, purchased annual leave must be taken in accordance with the Annual leave provisions of this Agreement.
- 1.7 Where an employee enters into a purchased annual leave arrangement, this arrangement will continue for a period of 12 months and the number of weeks of additional annual leave purchased cannot be varied during this time. At the end of the 12-month period, the arrangement will cease and any employee seeking to continue this arrangement must submit a new request to do so.

- 1.8 An employee who is considering entering into a purchased annual leave arrangement is strongly advised to seek independent financial advice.
- 1.9 Where an Employee, with an excessive annual leave accrual, wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased annual leave arrangement, will be considered by VicRoads in assessing the Employee's application for purchased annual leave.