



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Institute of Sport Limited t/a Victorian Institute of Sport (VIS)
(AG2022/525)

VICTORIAN INSTITUTE OF SPORT ENTERPRISE AGREEMENT 2021 - 2025

Sporting organisations

DEPUTY PRESIDENT MANSINI

MELBOURNE, 11 MARCH 2022

Application for approval of the Victorian Institute of Sport Enterprise Agreement 2021 – 2025.

[1] Victorian Institute of Sport Limited has applied for approval of a single enterprise agreement known as the *Victorian Institute of Sport Enterprise Agreement 2021 - 2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] On the basis of the material contained in the application and related materials, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement was approved on 11 March 2022 and, in accordance with s.54, will operate from 18 March 2022. The nominal expiry date of the Agreement is 30 June 2025.

[4] For the purposes of publication, the signature page of the Agreement has been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.¹



DEPUTY PRESIDENT

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¹ *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.



VICTORIAN INSTITUTE OF SPORT

ENTERPRISE AGREEMENT

2021 - 2025

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VICTORIAN INSTITUTE OF SPORT

**ENTERPRISE AGREEMENT
2022 - 2025**

1. TITLE

This Agreement shall be known as the Victorian Institute of Sport Enterprise Agreement 2021 - 2025 (**Agreement**).

2. APPLICATION

This Agreement shall apply to all employees of the Victorian Institute of Sport excluding the CEO and any employee who is subject to the Victorian Government Public Entity Executive Remuneration contract. Employees covered include Managers, Coaches, Technical staff (Sport Science, Physical Preparation, Career and Education), Trainees (as defined in clause 9.5) and those involved in administration.

The Agreement does not apply to any worker providing services to the organisation on a consultancy basis.

3. PARTIES BOUND

The parties to this Agreement are:

- (a) the Victorian Institute of Sport Limited (**the VIS**)
- (b) all employees as described in clause 2 of this Agreement (**the employees**)

4. PERIOD OF OPERATION

This Agreement shall commence operation seven days after the Agreement is approved by the Fair Work Commission.

The nominal expiry date of this Agreement is 30 June 2025.

5. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS (NES)

This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

6. OBJECTIVES

The VIS and its employees commit to use the Agreement to support and enhance the organisation's vision, mission and values as outlined below:

Vision

Victorians are proud and inspired by our national and international sporting success.

Mission

To provide leadership that enables talented Victorian athletes to excel in sport and life.

Values

Excellence
 Courage
 Passion
 Community
 Simplicity
 Success

7. CONSULTATION TERM

- (a) This term applies if the VIS:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

7.1 Major change

- (a) For a major change referred to in paragraph 7(a)(i):
- (i) the VIS must notify the relevant employees of the decision to introduce the major change; and
 - (ii) sub-clauses 7.1(b) to (h) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the VIS of the identity of the representative;
- the VIS must recognise the representative.
- (d) As soon as practicable after making its decision, the VIS must:
- (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the VIS is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (e) However, the VIS is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (f) The VIS must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprises of the VIS, the requirements set out in paragraph 7(b)(i) and sub-clauses (b) and (f) are taken not to apply.
- (h) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the VIS workforce or to
 - (iii) the skills required of employees; or
 - (iv) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (v) the alteration of hours of work; or
 - (vi) the need to retrain employees; or
 - (vii) the need to relocate employees to another workplace; or
 - (viii) the restructuring of jobs.

7.2 Change to regular roster or ordinary hours of work

- (a) For a change referred to in paragraph 7(a)(ii):
 - (i) the VIS must notify the relevant employees of the proposed change; and
 - (ii) sub-clauses 7.2.(b) to (f) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the VIS of the identity of the representative;
 the VIS must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the VIS must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what VIS reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters that the VIS reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (e) However, the VIS is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The VIS must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term:
 - "relevant employees"** means the employees who may be affected by a change referred to in subclause 7.1.

8. DISPUTE SETTLEMENT PROCEDURES

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement or the National Employment Standards set out in the Fair Work Act, other than termination of employment,
 it must be dealt with in accordance with this clause 8.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, either party to the dispute may request that the Fair Work Commission:
 - (i) arbitrates the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term

9. CONTRACT OF EMPLOYMENT

9.1 General

- (a) The engagement of employees may be full time, part time, casual or trainees in line with the operational requirements of the VIS.
- (b) At the time of engagement, the VIS will inform each employee of the terms of his or her engagement.

9.2 Full time employment

A full time employee is one who is engaged to work an average of 38 ordinary hours per week.

9.3 Part time employment

- (a) Provisions relating to salary, leave and all other entitlements contained within this Agreement, will apply to part-time employees on a pro rata basis.
- (b) Payment for part-time employment must be for not less than three consecutive hours in any day worked except:
 - (i) where the employee works from home by agreement with the employer; or
 - (ii) in exceptional circumstances.
- (c) Part-time employment must be worked only by agreement between the employee and the employer, where that agreement includes:
 - (iii) 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; and
 - (iv) agreed processes for the variation of hours of work.
- (d) Such agreed rostered hours will be considered the employee's ordinary hours.

9.4 Casuals

A person is a Casual Employee of the VIS if:

- (i) an offer of employment made by the VIS to the person is made on the basis that the VIS makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (ii) the person accepts the offer on that basis; and
 - (iii) the person is an Employee as a result of that acceptance.
- (a) A casual employee shall be engaged by the hour.
 - (b) A casual employee shall receive an additional 25% casual loading of the appropriate ordinary hourly rate for each hour during which the casual is employed.
 - (c) The casual loading is instead of entitlements to paid leave and other matters from which casual employees are excluded by the terms of this Agreement and the NES.
 - (d) Payment for work performed by a casual employee will be for not less than three consecutive hours in any day, except:
 - (i) where the employee works from home by agreement with the employer; or
 - (ii) in exceptional circumstances.
 - (e) This Agreement shall apply to casual employees except where the Agreement provides otherwise.
 - (f) Right to request casual conversion
 - (i) A person engaged by the VIS as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - (ii) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
 - (iii) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months casual employment may request to have their employment converted to full-time employment.
 - (iv) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - (v) Any request under this subclause must be in writing and provided to the employer.
 - (vi) Where a regular 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.

(vii) Reasonable grounds for refusal include that:

(1) 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 award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (ii);

(2) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(3) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(4) 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.

(viii) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(ix) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(x) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(1) the form of employment to which the employee will convert –that is, full-time or part-time employment; and

(2) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 9.3(c).

(xi) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(xii) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(xiii) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(xiv) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(xv) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(xvi) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(xvii) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (xvi).

9.5 Secure employment

The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community.

The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.

9.6 Trainees

A **Trainee** is an employee undertaking a traineeship under a training contract.

The provisions of Schedule E of the *Miscellaneous Award 2010*, as varied from time to time, are incorporated into the Agreement.

For the avoidance of any doubt, this clause does not apply to volunteer Sport Science/Physical Preparation placement students.

10. TERMINATION OF EMPLOYMENT

This clause applies to full time and part time employees.

10.1 Notice of termination by the VIS

- (a) In order to terminate the employment of an employee the VIS must give to the employee the following notice:

Period of continuous service	Period of notice
One year or less	One week
Over one year and up to the completion of three years	Two weeks
Over three years and up to completion of five years	Three weeks
Over five years of completed service	Four weeks

- (b) In addition to the notice in clause 10.1(a), employees over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, shall be entitled to an additional week's notice.

- (c) At its sole discretion, the VIS may elect to make payment in lieu of all or part of the period of notice prescribed in clause 10.1(a) and 10.1(b) if the appropriate notice period is not given.
- (d) In calculating any payment in lieu of notice, the full rate of pay the employee would have received if he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (e) The period of notice in this clause does not apply:
 - (i) in the cases of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
 - (iv) to casual employees.

10.2 Notice of termination by employee

- (a) The minimum notice of termination to be given by an employee shall be the same as that required of the VIS, except that there shall be no additional notice based on the age of the employee concerned.

10.3 Time off during notice period

Where the VIS has given notice of termination, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the VIS.

11. CLASSIFICATIONS AND SALARIES

11.1 Classification structure

The classification structure will be as outlined in Appendix A to this Agreement.

11.2 Minimum salaries and salary increases

(a) The minimum salary applicable to each level throughout the term of this Agreement is as follows. All salaries are inclusive of annual leave loading.

Award classification	Award Weekly wage	Award Annual Salary	Base Annual Salary (incl 2% increase on 29/10/21)	Base Annual Salary (incl 2% increase on 1/07/22)	Base Annual Salary (incl 2% increase on 1/07/23)	Base Annual Salary (incl 2% increase on 1/07/24)
Admin Grade 1A	\$808	\$42,105	\$45,523	\$46,434	\$47,362	\$48,309
Admin Grade 2A	\$899	\$46,901	\$50,169	\$51,172	\$52,196	\$53,239
Admin Grade 3A	\$989	\$51,577	\$54,669	\$55,762	\$56,878	\$58,015
Admin Grade 4A	\$1073	\$55,956	\$58,450	\$59,619	\$60,811	\$62,028
Admin Grade 5A	\$1152	\$60,077	\$62,533	\$63,784	\$65,059	\$66,361
Admin Grade 6A	\$1234	\$64,357	\$67,347	\$68,693	\$70,067	\$71,469
Admin Grade 7A	\$1340	\$69,885	\$73,589	\$75,061	\$76,562	\$78,093
Admin Grade 8A	\$1485	\$77,434	\$80,414	\$82,023	\$83,663	\$85,336
Technical Officer Grade 2A	\$1029	\$53,657	\$55,749	\$56,864	\$58,001	\$59,161
Technical Officer Grade 3A	\$1076	\$56,094	\$58,810	\$59,986	\$61,186	\$62,410
Technical Officer Grade 4A	\$1135	\$59,166	\$61,810	\$63,046	\$64,307	\$65,593
Technical Officer Grade 5A	\$1193	\$62,217	\$64,031	\$65,311	\$66,617	\$67,950
Technical Officer Grade 6A	\$1239	\$64,615	\$66,491	\$67,821	\$69,177	\$70,561
Technical Officer Grade 7A	\$1291	\$67,309	\$71,441	\$72,870	\$74,327	\$75,814

11.3 Payment of salaries

All salaries shall be paid fortnightly and shall be paid by direct credit to an account in a financial institution nominated by the employee.

12. HOURS OF WORK

(a) The maximum hours of work will be 38 per week (or an average of 38 per week over a period of up to 12 months), plus reasonable additional hours as required by the VIS from time to time. The spread of ordinary hours will be between the hours of 7.00am and 6.30pm Monday to Friday. Staff directly involved with the training and preparation of athletes may be required to regularly work outside the stipulated spread of ordinary hours to reflect the need for morning, evening and weekend training and competition sessions.

- (b) Unless there is a specific entitlement to payment for overtime under this Agreement, it is acknowledged that payment which might otherwise apply for such overtime duties will be covered by:
- (i) taking this factor into account in the fixation of annual remuneration
 - (ii) granting special additional remuneration, or
 - (iii) granting other compensation such as special additional leave or time off in lieu.

13. OVERTIME PAYMENTS

- (a) Employees classified at Levels 1-3 of the Agreement are entitled to receive payment for overtime worked or time off in lieu (**eligible employee**). Employees classified at Level 4 of the Agreement are not entitled to receive payment for overtime worked or time off in lieu.
- (b) Where an eligible employee is required to work outside the ordinary hours of duty the employee shall be entitled to receive an overtime allowance (or time off in lieu) as follows:
- (i) all time worked outside ordinary hours Monday to Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter
 - (ii) all time worked on a Sunday shall be paid at twice the ordinary rate; or
 - (iii) where an employee works overtime on a gazetted public holiday, the employee shall be paid at the rate of double time and a half.
- (c) An eligible employee may elect to take time off in lieu of overtime payment. Unless by specific agreement to the contrary, this time off must be taken within four weeks of it becoming available.

14. OVERTIME MEAL ALLOWANCE

- (a) An employee who is required to work a period of overtime which:

(i) immediately follows or immediately precedes a scheduled period of ordinary duty and is not less than two hours; or

(ii) does not immediately follow or immediately precede a scheduled period of ordinary duty; and

(iii) either:

- 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

- where the taking of a meal break is precluded by reason of safety requirements, is not less than four hours,

will be eligible to receive the meal allowance of \$18.89.

- (b) An employee eligible for a meal allowance provided for under clause 14(a) who purchases a meal of two or more courses at a canteen, cafeteria, mess room or dining room conducted by the employer which is less than the allowance, must be reimbursed the actual cost of such a meal instead of the allowance.

15. MEAL BREAKS

- (a) A meal period of not less than 30 minutes shall be taken not more than five hours after the commencement of work.
- (b) Where work on any day continues beyond the period of normal working hours, a second meal break of not less than twenty minutes shall be taken if work continues for two hours or more.
- (c) The VIS may stagger the time of taking a meal break to meet operational requirements.

16. HIGHER DUTIES

Where an employee is required to perform, for more than five consecutive working days, the duties of a position classified at a higher level than his or her position, the employee will be paid, during the relevant period, a salary at least equal to the minimum salary for that level. Any payment beyond the minimum salary for the higher level shall be subject to the prior approval of the Chief Executive Officer.

17. ALLOWANCES**17.1 First aid allowance**

- (i) The employer may nominate an employee as a first aid officer for a given workplace.
- (ii) An allowance of \$661.77 per annum must be paid by the employer to a nominated employee who holds a first aid certificate issued by the St John Ambulance Association or equivalent.

17.2 Equipment allowance

Where an employee is required to provide necessary instruments, equipment, tools, stationery and furniture for carrying out their work the VIS must reimburse the employee for any expenses incurred. This clause does not apply if the VIS provides such instruments, equipment, tools, stationery and furniture.

17.3 Accident make-up allowance

- (a) The VIS shall pay an employee accident make-up allowance where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the VIS pursuant to the provisions of the *Workplace Injury and Rehabilitation Compensation Act 2013* or such other legislation as may be relevant from time to time.
- (b) Accident make-up allowance means a payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Workplace Injury and Rehabilitation Compensation Act 2013* and the employee's ordinary rate of pay as defined, or where the incapacity is for a lesser period than one week the difference between the amount of such compensation and the rate of pay for that period.
- (c) The VIS shall pay or cause to be paid accident make-up allowance during the incapacity of the employee within the meaning of the *Workplace Injury and Rehabilitation Compensation Act 2013*. Such payment shall not be paid without the approval of the VIS:
 - (i) in excess of a continuous period of 52 weeks, or

- (ii) in excess of an aggregate period of 52 weeks in respect of a particular injury or incapacity.
- (d) The liability of the VIS to pay accident make-up allowance pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the VIS to pay accident make-up allowance as provided in this clause.
- (e) In the event that the employee receives a lump sum in redemption of weekly payments under the *Workplace Injury and Rehabilitation Compensation Act 2013* the liability of the VIS to pay make-up allowance in relation to that injury shall cease from the date of such redemption.
- (f) The employee shall repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates the injured employee for the accident make-up allowance payments made under this clause.
- (g) Where an employee is off duty as a result of an injury or accident for which the VIS is liable for accident make-up allowance under this clause, such employee shall be entitled to return to duty on alternate duties should the employee's medical practitioner so recommend for the purposes of rehabilitation, in accordance with the VIS Rehabilitation Policy and provided suitable work is available without prejudice to other employees.
- (h) For an injury which occurred prior to the proclamation of the *Workplace Injury and Rehabilitation Compensation Act 2013*, references to that Act shall be deemed to be references to the *Workers Compensation Act*.

18. SUPERANNUATION

(a) Superannuation legislation

(i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(ii) The rights and obligations in these clauses supplement those in superannuation legislation.

(b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

(c) Voluntary employee contributions

(i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18 (b).

(ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months written notice to their employer.

(iii) The employer must pay the amount authorised under clauses 18(c)(i) or (ii) no later than 28 days after the end of the month in which the deduction authorised under clauses 18(c)(i) or (ii) was made.

(d) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18(b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18(b) and pay the amount authorised under clauses 18(c)(i) or (ii) to one of the following superannuation funds:

(i) The Employer's default superannuation fund; or

(ii) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

(iii) a superannuation fund or scheme which the employee is a defined benefit member of.

19. EXCESS TRAVELLING TIME

(a) An employee who is directed to work temporarily at a location other than his/her normal place of employment may, subject to the following provisions, be granted time off during normal hours of duty in respect of any period of excess travelling time so incurred, or shall be reimbursed at the ordinary rate of pay (calculated to the nearest quarter hour) for time reasonably spent in travelling to and from the place of residence and the designated place of work outside normal working hours (in excess of the time normally spent in travelling from the place of residence to the usual place of work and return).

(b) This provision will not apply to an employee whose annual salary is in excess of \$68,076.56 nor will it apply to any journey involving excess travel of less than 30 minutes daily.

20. USE OF PRIVATE MOTOR VEHICLE

(a) An employee who by agreement with the VIS uses his/her own private vehicle in the course of his/her duties shall be paid an allowance of 78 cents per kilometre for such use, up to a maximum of 16,000km per year. Alternative compensation arrangements may be agreed between the employee and the VIS.

21. TRAVEL AND ACCOMMODATION EXPENSES

Where the VIS requires an employee in the course of duties to be absent overnight or for part of the day, the employee shall be reimbursed for reasonable travelling, accommodation and other incidental expenses. This provision does not apply if the expenses are met by the VIS.

22. ANNUAL LEAVE

22.1 Entitlement

- (a) In the first four years of service full time employees are entitled to four weeks of annual leave per year of service.
- (b) In the first four years of service part time employees are entitled to annual leave calculated as a pro-rata amount of the full time entitlement to four weeks of annual leave.
- (c) After four years of service, an employee will be entitled to five weeks of annual leave per year of service.
- (d) After four years of service, a part time employee will be entitled to annual leave calculated as a pro-rata amount of the full time entitlement to five weeks of annual leave.
- (e) Annual leave accrues progressively during a year of service and is cumulative.

Note: Section 22 of the Fair Work Act 2009 prescribes certain periods that do not count as service.

22.2 Payment for a Period of Annual Leave

Employees are entitled to be paid at their base rate of pay for their ordinary hours of work during the period for annual leave had he or she worked during that period.

22.3 Loading on Annual Leave

Payment of a 17.5% loading on annual leave is incorporated into the salaries paid. Accordingly, employees are not entitled to be paid annual leave loading while on a period of annual leave.

22.4 Cashing out Annual Leave

An employee may be paid in lieu of taking annual leave, but only in the following circumstances:

- (a) each cashing out of a particular amount of paid annual leave must be made by a separate agreement in writing between the employee and the VIS; and
- (b) the cashing out of annual leave must not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the annual leave that the employee has forgone.

22.5 Direction to take Annual Leave

The VIS may direct an employee to take accrued annual leave in the following circumstances:

- (a) The VIS may direct an employee to take annual leave by the giving of four weeks of written notice in circumstances of a close down;
- (b) Where an employee has more than eight weeks of annual leave accrued, the VIS may direct an employee to take a period of annual leave by the giving of at least eight weeks of written notice. The direction to take leave under sub-clause 22.5(b) must not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.

22.6 Excessive leave accruals

(a) Excessive leave accruals: general provision

Note: Clauses 22.6(a) to 22.6(c) contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

(i) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.

(ii) If an employee has an excessive leave accrual, the accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(iii) Clause 24.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(iv) Clause 24.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

b) Excessive leave accruals: direction by employer that leave be taken

(i) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(ii) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(ii) However, a direction by the employer under paragraph (i):

(1) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22(a), 22(b) or 22(c) or otherwise agreed by the employer and employee) are taken into account; and

(2) must not require the employee to take any period of paid annual leave of less than one week; and

(3) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(4) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(iii) The employee must take paid annual leave in accordance with a direction under paragraph (i) that is in effect.

(iv) An employee to whom a direction has been given under paragraph (i) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (iv) may result in the direction ceasing to have effect. See clause 22(b)(ii)(a).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22(c) Excessive leave accruals: request by employee for leave

(i) If an employee has genuinely tried to reach agreement with an employer under clause 22(a)(i) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(ii) However, an employee may only give a notice to the employer under paragraph (i) if:

(1) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(2) the employee has not been given a direction under clause 22(b)(i) that, when any other paid annual leave arrangements (whether made under clause 22(a), 22(b) or 22(b) or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(iii) A notice given by an employee under paragraph (a) must not:

(1) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22(a), 22(b) or 22(b) or otherwise agreed by the employer and employee) are taken into account; or

(2) provide for the employee to take any period of paid annual leave of less than one week; or

(3) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(4) be inconsistent with any leave arrangement agreed by the employer and employee.

(iv) An employee is not entitled to request by a notice under paragraph (ii) more than 4 weeks paid annual leave in any period of 12 months.

(v) The employer must grant paid annual leave requested by a notice under paragraph (i).

23. PERSONAL/CARER'S LEAVE

Except as outlined below, the entitlements to personal/carer's leave will be as per the NES.

The provisions of this clause apply to full time and part time employees (on a pro rata basis) but do not apply to casual employees, unless they are specifically mentioned.

23.1 Definition

Paid personal/carer's leave is available to an employee (other than casual) to take:

(a) when the employee is not fit for work due to personal illness or injury ('personal leave'), or

(b) to provide care or support to a member of the employee's immediate family or household ('carer's leave'), who requires care and support because of:

- (i) a personal illness or injury affecting the member, or
- (ii) an unexpected emergency affecting the member.

23.2 Immediate family

The term "immediate family" means an employee's spouse (including de facto partner, former spouse and former de facto partner), or child, parent, grandparent, grandchild or sibling of the employee or the spouse of the employee.

23.3 Paid personal/carer's leave entitlement

- (a) Full time employees are entitled to 30 days of personal/carer's leave (paid at full pay) on commencement of employment. Full time employees are entitled to a further 15 days on completion of two years' service and for each year of service thereafter.
- (b) Part time employees are entitled to personal/carer's leave calculated at a pro rata amount of the full time entitlement
- (c) All unused personal/carer's leave accumulates from year to year.
- (d) A public holiday observed during any period of personal/carer's leave of an employee shall not be regarded as part of an employee's personal/carer's leave.

23.4 Personal leave

- (a) An employee is entitled to take personal leave for the purposes outlined in clause 23.1(a) and subject to the notice and evidence requirements set out below.
- (b) For any period of personal leave of more than two days, an employee shall furnish either a certificate from a registered medical practitioner that is satisfactory to the VIS or a statutory declaration setting out the cause of such absence. In the case of any absence of two days or less the VIS may require this evidence to be produced.
- (c) No more than five days of paid personal leave may be taken in any calendar year without appropriate evidence being provided.

23.5 Carer's leave

- (a) An employee is entitled to take carer's leave for the purposes outlined in clause 23.1(b) and subject to the notice and evidence requirements set out below.
- (b) The employee shall, if required by the VIS, establish by production of a medical certificate or statutory declaration, the need to take carer's leave.
- (c) The employee shall, wherever practicable, give the VIS notice prior to the absence, of the intention to take leave, the nature of the relationship the employee has with the person requiring care and the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the VIS by telephone of such absence at the first opportunity on the day of absence.

23.6 Unpaid carer's leave

- (a) Where an employee has exhausted his or her accrual of paid personal/carer's leave, subject to the notice and evidence requirements in clause 23.5(b) and (c), the employee is entitled to take up to two days of unpaid carer's leave per occasion where the employee

needs to provide care or support to a member of the employee's immediate family or household, who requires care and support because of a personal illness or injury, or an unexpected emergency affecting the member.

- (b) Further to the entitlement in clause 23.6(a), an employee may take unpaid carer's leave by written agreement with the VIS.

23.7 Casual employees – caring responsibilities and compassionate leave

- (a) Subject to the evidentiary and notice requirements in this clause, casual employees are entitled to not be available to attend work, or to leave work on the following occasions:
- (i) if they need to provide care or support to a member of their immediate family or household who requires care and support because of a personal illness or injury affecting the member
 - (ii) if they need to provide care or support to a member of their immediate family or household who requires care and support because of an unexpected emergency affecting the member
 - (iii) to spend time with the member of the casual employee's immediate family or household who has contracted or developed a personal illness or sustains a personal injury that poses a serious threat to his or her life
 - (iv) upon the death of a member of the casual employee's immediate family or household
- (b) The VIS and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work or to be absent from work for up to two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A casual employee shall supply the VIS with satisfactory evidence in support of taking leave under clause 23.7.
- (d) The employee shall, wherever practicable, give the VIS notice prior to the absence, of the intention to take leave, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the VIS by telephone of such absence at the first opportunity on the day of absence.
- (e) The VIS must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the VIS to engage or not to engage a casual employee are otherwise not affected.

24. COMPASSIONATE LEAVE

The entitlements to compassionate leave available to employees covered by this Agreement will be as per the NES. This entitlement applies as follows:

- (a) An employee (other than a casual) is entitled to up to three days per occasion of paid compassionate leave:
- (i) for the purposes of spending time with a member of the employee's immediate family or household who:
 - contracts or develops a personal illness that poses a serious threat to his or her life, or
 - sustains a personal injury that poses a serious threat to his or her life, or
 - (ii) after the death of a member of the employee's immediate family or household

- (b) The employee shall supply any evidence that the VIS reasonably requires of the illness, injury or death. The employee shall notify the VIS as soon as reasonably practicable prior to their start time of any absence for compassionate leave and the estimated duration of such absence.
- (c) For the purposes of this clause, the meaning of 'immediate family' is as defined in clause 23.2

25. PARENTAL LEAVE

Except as outlined below, the entitlements to Parental Leave available to employees covered by this Agreement will be as per the NES.

After 9 months continuous service, employees, who are the primary carer, will be entitled to 12 weeks paid parental leave and eight weeks paid adoption leave, and secondary carers will be entitled to one week paid parental leave and one week paid adoption leave. These entitlements will be dependent on the employee being entitled to unpaid parental leave in accordance with this clause of the Agreement.

26. FAMILY VIOLENCE LEAVE

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (Vic).

- (a) Leave for family violence purposes is available to all employees with the exception of casual employees in accordance with this clause;
- (b) Casual employees are entitled to access leave without pay for family violence purposes.

26.1 Leave

- (a) An employee (other than a casual) experiencing family violence is entitled to up to 20 days per year of paid family violence leave for the purposes of medical appointments, legal proceedings and other activities related to family violence.
- (b) This leave is not cumulative from year to year but if exhausted in any given year consideration will be given to providing additional leave.
- (c) This leave is in addition to existing leave entitlements and may be taken as consecutive, or single days or as a fraction of a day.

26.2 Notice and evidence requirements

When taking family violence leave, employees must comply with the following requirements:

- (i) provide notice of the need to take family violence leave as soon as practicable (which may be after the leave has started); and
- (ii) advise the VIS of the period, or expected, period of the leave; and
- (iii) if required by the VIS, give the VIS evidence that would satisfy a reasonable person of the need to take family violence leave, which may be in an agreed document issued by the Police Service, district nurse, maternal and health care nurse or lawyer or a statutory declaration.

26.3 Support

- (a) The VIS will consider any reasonable request from an employee experiencing family

violence for:

- (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns
 - (ii) temporary or ongoing job redesign or changes to duties
 - (iii) temporary or ongoing relocation to suitable employment
 - (iv) a change to their telephone number or email address to avoid harassing contact
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements
- (b) Any changes to an employee's role will be documented and reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position;
 - (c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence;
 - (d) An employee who discloses they are experiencing family violence will be given information regarding current support services.

27. PUBLIC HOLIDAYS

27.1 Gazetted Public Holidays

- (a) An employee is entitled to be absent from his/her employment on a day or part-day that is a gazetted or proclaimed public holiday in the place where the employee is based for work purposes.
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the substituted public holiday.
- (c) Where an employee would have had ordinary hours of work on a public holiday the employee is entitled to be absent from work without loss of pay. Payment is at the employee's base rate of pay for the ordinary hours of work on the day or part-day.

27.2 Substitution of public holidays

- (a) An employee may, by agreement with the VIS, substitute another day for any prescribed in clause 27.1.
- (b) An agreement pursuant to clause 27.2(a) shall be recorded in writing and be available to every affected employee.

28. LONG SERVICE LEAVE

28.1 Entitlement to leave

- (a) An employee who has completed ten years service shall be entitled to three months long service leave with pay. An employee shall be entitled to a further 1½ months long service leave with pay for each additional period of five years completed service.

- (b) An employee who with not less than seven completed years of service resigns or whose services are terminated shall, upon written application, receive payment of a sum representing pay for service equal to 1/40th of the period of service, in lieu of long service leave with pay.
- (c) Where the employment of an employee with not less than four completed years of service, terminates his or her employment on account of retirement, ill health, retrenchment, or by death, the employee or the legal personal representative of the employee shall receive payment of a sum representing pay for service equal to 1/40th of the period of service.
- (d) Provided that any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave, the VIS shall grant to the employee a day off in lieu.

28.2 Calculation of the period of service

In calculating the period of service, continuous service shall be calculated in accordance with the *Long Service Leave Act 1992* (Vic).

28.3 Taking of long service leave

- (a) Long service leave shall be taken at times which are convenient to the needs of the VIS but as far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.
- (b) At the request of the employee and by agreement with the VIS, the whole or part of long service leave may be taken at half pay for a period equal to twice the whole or part of the period or at double the pay rate for a period of half the whole or part of the period.

28.4 Payment of long service leave

- (a) Long service leave granted with pay shall be paid at the employee's ordinary rate of pay, as defined under the *Long Service Leave Act 1992* (Vic).
- (b) Payment for the leave shall be on the same basis as when the employee works, except where by agreement of both the employee and the VIS, the amount is paid in a lump sum at the commencement of the leave, or in any other agreed manner.
- (c) Payment to an employee during long service leave shall be adjusted to include any variation in salary which occurs during the leave period.

29. SPECIAL LEAVE

29.1 Jury service leave

- (a) An employee who has been summoned for jury service and who has attended court, whether or not he or she has actually served on a jury, is entitled to be granted jury service leave.
- (b) Jury service leave is paid at an amount equal to the difference between the amount of remuneration paid to the employee by the Court and the amount of earnings that the employee could reasonably have expected to be paid by the VIS had the employee not been performing jury service. The employee must provide evidence that is satisfactory to the VIS of the amount of remuneration he or she received from the Court for his or her jury service.

- (c) To obtain approval for leave under this subclause, a leave application must be supported by a notification that the employee is required to attend.

29.2 Other Court or Tribunal attendance related leave

- (a) An employee summonsed to attend as a witness before the Fair Work Commission with respect to any matters pertaining to this Agreement, shall be granted leave without loss of pay for the period of required attendance.
- (b) An employee summonsed to appear in court as a crown witness, or required and/or granted leave to attend in an official capacity, as a consequence of or in connection with his or her employment, to give evidence or to produce papers in any court, shall be granted leave without loss of pay for the period of required attendance. Fees received for the performance of official duty shall be paid to the VIS.
- (c) To obtain approval for leave under this subclause, a leave application must be supported by a notification that the employee is summonsed to attend.
- (d) Leave granted under this clause shall be included as service for the purpose of annual, personal/carer's and long service leave.

30. STUDY LEAVE

After 9 months continuous service, employees, who wish to pursue professional development opportunities which involves completing courses of study leading to relevant academic or occupational qualifications, are eligible for support in the form of study leave which will enable employees to access study leave and undertake courses of study referred to above sooner.

31. FLEXIBILITY TERM

- (a) The VIS and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the VIS and the employee
- (b) The VIS must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The VIS must ensure that the individual flexibility arrangement:
 - (i) is in writing; and

- (ii) includes the name of the VIS and employee; and
 - (iii) is signed by the VIS and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement and
 - (2) how the arrangement will vary the effect of the terms and
 - (3) 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 arrangement; and
 - (v) states the day on which the arrangement commences .
- (d) The VIS must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The VIS or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the VIS and employee agree in writing - at any time.

32. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

32.1 Employee may request change in working arrangements

Clause 31 applies where an employee has made a request for a change in working arrangements under s.65 of the Fair Work Act 2009 (FW Act).

Note 1: Section 65 of the FW Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 31 is an addition to s.65.

32.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

32.3 What the written response must include if the employer refuses the request

Clause 31.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 31.2.

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 31.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

32.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 31.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

32.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 31, can be dealt with under Clause 8 -Dispute Settlement Procedures.

33. SPECIAL DEPLOYMENT

Olympic/Paralympic/Commonwealth Games - Employees selected in an official capacity for Commonwealth, Olympic or Paralympic events are entitled to up to 4 weeks' paid deployment to perform work in a related/relevant field for event specific competition periods to support Australian team/s performance. An additional up to 4 weeks may be granted by the VIS Chief Executive Officer where pre-competition obligations are warranted. Special Deployment is subject to pre-approval by VIS Management.


34. SIGNATURES

For the VIS:

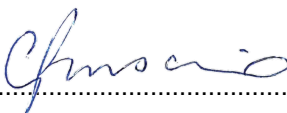
Signatory name: ANNE MARIE HARRISON

Signatory address: LAKESIDE STADIUM, 33 AUGHTIE DRIVE, ALBERT PARK, VICTORIA, 3206

Basis of signatory's authority to sign the Agreement: CHIEF EXECUTIVE OFFICER

Signature:  Date: 25/02/2022

Witness Name and Address:

Witness signature: 

For the Employees:

Signatory name: Salesi Uhi

Signatory address: Lakeside Stadium, 33 Aughtie Drive, Albert Park, Victoria 3206


Basis of signatory's authority to sign the Agreement:
(Please tick one of the following statements as appropriate)

The above person was appointed by the employees to sign the Agreement on their behalf.

OR

The above person is a bargaining representative in accordance with Division 3 of the *Fair Work Act 2009*)

Signature:  Date: 28.02.22

Witness Name and Address: Alana Thomas, 

Witness signature: 

APPENDIX A**CLASSIFICATIONS & SALARIES****Level 1 – VIS Salary from \$45,523****Typical Work Level Features****1. General**

Positions at this level are primarily responsible for providing administrative or technical services within the VIS.

2. Qualifications & Experience

Level 1 positions typically require some related work experience along with specific vocational training or tertiary studies. Administrative positions may require relevant experience. Assistant coaches and graduate technical roles may be engaged at this level.

3. Responsibility / Decision Making

Individuals engaged at this level may have a range of tasks to be completed, generally by following established procedures. Individuals have some discretion in establishing priorities provided the work is done within agreed timeframes. Problems that may arise at this level are either referred to a more senior staff member for guidance or resolved by following established procedures. More experienced individuals within this level may exercise judgment in applying procedures to resolve an issue.

4. Autonomy

Most roles at this level have the freedom to vary some tasks in the established work plan, while meeting required outcomes and standards. Some roles at this level may modify or enhance general operational practice within the existing operating procedures.

Typical positions at this level

- Corporate support roles – reception, accounts payable
- Junior technical coaches/support staff

Level 2 – VIS Salary from \$61,810

Typical Work Level Features

1. General

Positions at this level are primarily service roles which provide a specialised service. These roles may coordinate staff within clear objectives and under general supervision from more senior management.

2. Qualifications & Experience

Level 2 positions generally require coaching and/or tertiary qualifications, plus significant work experience and relevant specialist training. Positions at this level will require solid communication skills in order to obtain the cooperation of others.

3. Responsibility / Decision Making

Individuals engaged at this level typically operate within specific objectives and interpret established work procedures to resolve operational issues. Individuals are strongly encouraged to show initiative in making suggestions to improve work processes and contribute to the enhancement of established procedures. Individuals will have considerable discretion in establishing priorities. Roles at this level will require interpretive skills to enhance existing procedures and precedents to the work situation.

4. Autonomy

Most roles at this level have some independence in meeting operational goals and business plan targets. Individuals at this level may at times resolve quite complex operational problems without reference to more senior staff.

Typical positions at this level

- Sport Scientists, Performance Lifestyle advisers and Physical Preparation coaches
- Corporate technical/co-ordinator roles
- Performance Co-ordinator roles
- Coaches, Assistant Coaches, and Program Co-ordinators

Level 3 – VIS Salary from \$84,042

Typical Work Level Features

1. General

Positions at this level are likely to have staff and/or athlete management or section responsibilities and may be responsible for a technical or operations team, or conduct specialist technical roles.

2. Qualifications & Experience

Level 3 positions typically require advanced coaching qualifications, tertiary qualifications and some roles may have postgraduate qualifications along with significant work experience. Well developed written and oral communication skills are required at this level in order to obtain the cooperation and assistance of others and resolve technical and operational issues. Some roles at this level may require particularly well developed communication skills in order to obtain commitment from others in the pursuit of business objectives.

3. Responsibility / Decision Making

Individuals engaged at this level typically operate within a clearly defined job purpose through operational procedures. Many roles will require positions at this level to modify or adapt work processes on a recurring or regular basis. Level 3 roles are likely to be engaged in frequent resolution of problems. Incumbents need to weigh alternative courses of action and make recommendations accordingly.

4. Autonomy

Most positions at this level have a broad degree of autonomy in the day to day application of their roles. Roles tend to provide advice and recommendations which may be utilised by peers or senior management as part of the decision making process. Positions at this level are quite specialised in a particular area of expertise, managing areas such as information technology and sport science or as Head Coaches. Individuals at this level are usually accountable for the accuracy of information provided or actions taken.

Typical positions at this level

- . Sport Scientists, Physical Preparation Coaches, Performance Lifestyle Advisors
- . Coaches
- . Discipline Managers

Level 4 – VIS Salary from \$105,003

Typical Work Level Features

1. General

Positions at this level provide high level specialist advice or manage a range of functions that have organisation wide impact, operate within broad guidelines and are required to take a broader organisational or long term perspective in the delivery of services from their area of responsibility.

2. Qualifications & Experience

Level 4 positions typically require tertiary qualifications and extensive years of experience. Where the primary focus of the position is of a technical nature, postgraduate qualifications are often required. Where the primary focus of the position is operational, breadth of experience across a range of functions or extensive experience managing a function or section is required.

Well developed written and oral communication skills are applied to resolving complex issues through consultation and negotiation, and represent own work area to management team and/or external parties. The position uses expertise and communication skills to build support and influence outcomes in the face of competing interests and views.

3. Responsibility / Decision Making

Individuals engaged at this level develop and modify policies, programs and initiatives often in the absence of definitive operational procedures. Where guidelines and precedent exist, a variety of alternatives will be considered, taking account of broader organisational priorities to recommend the best approach.

4. Autonomy

Most positions at this level identify and respond to new and emerging organisational, regulatory, technology issues and influences impacting on the operational environment. Positions at this level are accountable for the thoroughness and quality of their services and are expected to take a broader organisational and/or long term perspective in providing direction or implementing change.

Typical positions at this level

- Head Coaches
- Specialist Service Managers
- General Managers/CMO
- Executive Directors