

Performance Development and Progression within a Value Range

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Authority and Application

Clause 29 of the *Victorian Public Service Enterprise Agreement 2020* (the Agreement) applies to Victorian Public Service Departments and Agencies (Employers) and their Employees covered by the Agreement.

Overview

The Performance Development Process in Clause 29 provides an important opportunity for Employees to develop skills and progress their careers, recognise Employee achievement and the expected professional behaviours of a VPS Employee. It is also an opportunity to clarify roles and performance expectations. Clause 29 provides the framework through which the performance and learning and development of Employees can be planned, managed and reviewed throughout the Performance Cycle. It also provides the means for eligible Employees to achieve progression or receive a top of grade or value range payment based on achieving agreed Progression Criteria. All Employees must participate in the Performance Cycle, including the development of performance plans and participation in performance discussions and reviews during the Performance Cycle.

To be eligible for progression or top of grade or value range payment an Employee must have been assessed as having met their Progression Criteria at the End of Cycle Performance Review and not otherwise be excluded based on ineligibility provisions under clause 29.5 or 29.6 of the Agreement.

Employees assessed as having met their Progression Criteria will progress to the next progression step (VPS Grades 1 to 4 and equivalent classifications within adaptive structures), receive a progression amount (VPS Grades 5 to 7 and equivalent classifications within adaptive structures) or be paid a top of grade or value range payment in lieu of progression for Employees already at the top of their grade or value range.

Relevant provisions of the VPS Agreement

Clause 29 – Performance Development and Progression within a Value Range

Supplementary Guidance Information

1. Performance Development Process

- 1.1. All Employees are required to participate in the Performance Development Process, including in the development of a **Performance Development Plan** (PDP) (however named) and participation in performance discussions and reviews.
- 1.2. The **Performance Cycle** is a 12-month period commencing on 1 July each year and ending on 30 June the following year. During the Performance Cycle an Employee's performance is assessed against the agreed Progression Criteria pursuant to Table 11, clause 29.2(g) of the Agreement.
- 1.3. It is mandatory for each Employee to participate in the Performance Development Process (in accordance with clause 29.2(e) of the Agreement).
- 1.4. An Employee who refuses or fails to participate in the Performance Development Process will be ineligible for progression or top of grade or value range payment as per clause 29.2(f) of the Agreement. However, there will be no disadvantage to an Employee where the Employer fails to initiate or facilitate reviews during the Performance Cycle.
- 1.5. The Performance Development Process has three formal stages (see clause 29.2(g) of the Agreement):
 - 1.5.1. Commencement of the Performance Cycle (includes formation of a new Performance Development Plan)
 - 1.5.2. Mid-Cycle Performance Review, and

1.5.3. End of Cycle Performance Review.

- 1.6. An Employee should be provided with both informal and formal feedback about their performance and development throughout the Performance Cycle in addition to the formal Mid-Cycle and End of Cycle Performance Reviews.
- 1.7. At the commencement of the Performance Cycle or the Employee's commencement in a role, a PDP (or however named) should be agreed between the Employer and Employee to establish the Progression Criteria. A PDP should generally be agreed by no later than the first three months of the Performance Cycle or on the Employee's commencement in a role.
- 1.8. The Employer and Employee may utilise the dispute resolution procedure if agreement on the PDP cannot be reached. They will however first need to demonstrate that attempts have been made at a local level to resolve before commencing a dispute resolution procedure.
- 1.9. The PDP outlines in writing the agreed Progression Criteria and a plan for the Employee to be able to meet their agreed Progression Criteria during the Performance Cycle. PDPs should:
 - 1.9.1. outline the agreed performance goals for the Employee, appropriate to the Employee's role;
 - 1.9.2. state that the Employee is expected to comply with the Public Sector Values and Code of Conduct for Victorian Public Sector Employees; and
 - 1.9.3. include learning and development goals agreed to between the Employer and Employee in order to build the Employee's professional capacity and support career development including any learning relevant to the Employee's role.

Collectively these three elements constitute the Employee's **Progression Criteria**.

- 1.10. A **Mid-Cycle Performance Review** undertaken around the mid-point of the Performance Cycle is a formal opportunity to reflect, discuss, monitor and assess the Employee's performance and progress towards meeting the Progression Criteria as well as an opportunity to capture achievements to date, address areas for improvement, and, where identified make any necessary adjustments to the PDP.
- 1.11. An **End of Cycle Performance Review** is undertaken at the end of the Performance Cycle to assess the Employee's performance throughout the entire Performance Cycle against the Progression Criteria. The Employee's substantive manager is responsible for conducting the Performance Review. The Performance Review should take into account all of the roles performed during the Performance Cycle to ensure the performance review is meaningful. The Employee's manager as at 30 June will be responsible for assessing the Employee's performance and may require the substantive manager to seek input and involvement from multiple managers, including where an Employee has undertaken a secondment or temporary assignment working elsewhere in the Victorian Public Service (VPS). At the conclusion of the End of Cycle Performance Review the Employee will be advised of their Manager/Supervisors progression outcome for that Performance Cycle. It is essential that any performance or conduct issues during the Performance Cycle are appropriately addressed prior to the End of Cycle Performance Review.
- 1.12. End of Cycle Performance Reviews, including a performance discussion between the Employee and their manager, should be conducted as soon as practicable after the end of the Performance Cycle to which they relate to ensure progression outcomes can be processed within a reasonable timeframe.
- 1.13. Salary Progression or the payment of a top of grade or value range payment is not automatic. An Employee who meets the eligibility requirements set out in clause 29.5 and or 29.6 of the Agreement, and is assessed at the end of the Performance Cycle as having met their Progression Criteria, will achieve progression or receive a top of grade or value range payment (as applicable).

2. Setting Progression Criteria

- 2.1. In setting Progression Criteria, the expected capabilities, responsibilities and behaviours may be weighted and combined, as appropriate to the role.

- 2.2. Clause 29.3(b) requires that Progression Criteria be sufficiently detailed and clear to enable proper assessment to occur and be consistent with the Employee's role, skills, capabilities and the relevant VPS grade and value range descriptors (applicable adaptive equivalent classifications). Progression Criteria should be specific, measurable, achievable, relevant and timely.
- 2.3. Clause 29.3(d)(ii) makes it clear that for **VPS Grades 5 to STS 7** (Senior Technical Specialist) classified Employees it is expected that in setting Progression Criteria they will:
 - 2.3.1. include measures of excellence and skill acquisition;
 - 2.3.2. be commensurate with the higher level of responsibility expected of positions of these grades; and
 - 2.3.3. be more challenging and difficult to achieve.
- 2.4. While clause 29.3(d)(ii) provides that Progression Criteria for VPS Grades 5 to STS 7 will include measures of excellence and skill acquisition, this does not mean Employee's classified at this grade must exceed the agreed standards in order to achieve Progression or Top of Grade of Value Range Payment but rather the Progression Criteria will be set a level which is more challenging to achieve. Measures of excellence and skill acquisition must be agreed to at the start of the Performance Cycle as part of setting the Progression Criteria.
- 2.5. Where Adaptive Classification Structures are in-place, the Employer will establish commensurate arrangements for senior positions within the relevant Adaptive Classification Structure.
- 2.6. For VPS Grades 1 to 4 (or equivalent classification with an applicable adaptive structure), Progression Criteria should not be as onerous as those required for VPS 5 to STS 7 (or equivalent classification in an adaptive structure). It is expected that in setting agreed Progression Criteria the overwhelming majority of Employees within Grades 1 to 4 will achieve the objectives and should move through the salary points at the conclusion of the Performance Cycle.
- 2.7. The Progression Criteria may be adjusted by agreement between the Employer and Employee during the Performance Cycle reflective of changed expectations or duties or where an Employee moves between roles during the Performance Cycle.
- 2.8. The Employer and Employee may utilise the dispute resolution procedure if agreement on the Progression Criteria cannot be reached. They will however first need to demonstrate that attempts have been made at a local level to resolve before commencing a dispute resolution procedure.

3. Learning and Development Goals

- 3.1. In setting agreed learning and development goals:
 - 3.1.1. The Employer should facilitate an Employee's learning and development; and
 - 3.1.2. The Employee must actively pursue that learning and development during the Performance Cycle.
- 3.2. An Employee must not be disadvantaged in their final assessment where learning and development opportunities have not been available. However, where learning and development opportunities which support achievement of agreed learning and development goals are available, but the Employee has failed to avail themselves of those opportunities, the Employer may take this into consideration when assessing whether the Employee has met their Progression Criteria.

4. Informal and Formal Feedback

- 4.1. The Employer, through direct Managers/Supervisors, should provide regular feedback to their Employees throughout the Performance Cycle. This feedback should be both informal and formal.
- 4.2. Informal feedback takes place on an ad hoc basis including through day to day work related interactions and conversations. Informal feedback also provides the opportunity to ensure an

Employee understands what is expected of them to meet their Progression Criteria, and what reasonable steps (if any) can be put in place by the Employer to facilitate the Employee meeting their Progression Criteria. The formal feedback stages should be a continuation of this informal feedback and should be documented.

- 4.3. Feedback from the Employer (Manger/Supervisor) should be specific, clear, timely and based on evidence.
- 4.4. The formal feedback stages provide the opportunity for:
 - 4.4.1. The Employee to provide a self-assessment against their agreed Progression Criteria;
 - 4.4.2. The Employer to provide an assessment of the Employee's performance against the agreed Progression Criteria; and
 - 4.4.3. The Employee and Employer to meet and discuss the Employee's performance during the Performance Cycle, address areas for improvement and make any necessary adjustments to the PDP.
- 4.5. The focus of the feedback is to ensure Employees are supported in achieving their Progression Criteria.
- 4.6. Where an Employee is not tracking towards meeting their Progression Criteria, the Employer should ensure they discuss the matter with the Employee and identify which specific elements or goals may not be met on current performance. Employers should provide Employees with specific feedback on how they could meet the required level of performance in the relevant area and make available appropriate support, which may include necessary training and development, to give the Employee a fair and reasonable opportunity to achieve progression. This ensures Employees can focus on the appropriate areas and work constructively towards meeting their Progression Criteria. These discussions are also an opportunity for an Employee to raise any mitigating circumstances which may be impeding the Employee's ability to meet the Progression Criteria. A failure to provide regular and timely feedback may impact an Employer's ability to reasonably demonstrate that an Employee has not met the agreed Progression Criteria.
- 4.7. Where reasonable, any measures put in place by the Employer to facilitate the Employee meeting the Progression Criteria, should be documented.
- 4.8. The Employer should ensure that where an Employee is not tracking towards meeting their Progression Criteria, they are provided specific and timely feedback and appropriate support throughout the Performance Cycle and not just at the formal feedback stages.
- 4.9. Informal and formal feedback also provides Employers the ability to reiterate expected behaviours and address any performance or behavioural issues in a constructive and supportive manner with a view to improving the Employee's performance and/or behaviour to the required standard. All informal and formal attempts to address performance and/or behavioural issues should be documented.
- 4.10. Where unsatisfactory work performance is identified, Employers should familiarise themselves with the requirements of clause 24 of the Agreement – Management of Unsatisfactory Work Performance (noting informal attempts to address unsatisfactory performance must occur before any formal process under clause 24 can occur). Further advice can be sought from the department's Human Resources area.

5. Eligibility to be considered for progression – 12-months continuous employment rule

- 5.1. To be eligible to be considered for progression in respect of a Performance Cycle, the Employee must be continuously employed within the VPS for 12 months or more in one or more roles at the same grade or value range at the end of the Performance Cycle.
- 5.2. Any role classified at the same grade or value range worked within the VPS, whether the Employee has worked with the same or different Employer covered by the Agreement, will count towards meeting the twelve-month eligibility requirement. This includes temporary assignments or secondments with any VPS Employer at the same grade or value range.

- 5.3. An Employee new to the VPS with less than 12 months continuous service as at the end of the Performance Cycle Employees are still required to participate in all aspects of the PDP process as this forms an important part of the Employee's performance and career development and opportunity to receive progression in the following performance cycle.

6. Eligibility to be considered for progression – Promotion during the Performance Cycle

- 6.1. An Employee who is promoted to a higher grade or value range or has negotiated a salary increase within that Performance Cycle and the promotion results in a salary increase greater than one progression step or amount, is not eligible to be considered for progression with respect to that Performance Cycle. In such circumstances, the Employee is still required to participate in all aspects of the PDP process as this forms an important part of the Employee's performance and career development.
- 6.2. Clause 29.5(c) of the Agreement provides guidance as to what is **not** considered a promotion for the purposes of applying the express exclusion in clause 29.5(b)(ii), and includes where an Employee:
- 6.2.1. receives a salary increase less than the equivalent of one progression step or amount; or
 - 6.2.2. successfully completes a relevant certificate or qualification which is part of an automatic career advancement for their role as established in an Agency Specific Appendix; or
 - 6.2.3. moves to the next Value Range following a job resize review process (clause 27.5 movement between Value Ranges).

7. Unsatisfactory Work Performance or Misconduct during the Performance Cycle

- 7.1. Clause 29.5(b)(iii) and (iv) exclude Employees subject to a formal unsatisfactory performance process during the Performance Cycle or where a proven misconduct matter has been finalised during the Performance Cycle from eligibility for progression for the relevant Performance Cycle. Employees who are subject to either a formal underperformance process or misconduct investigation will still be required to participate in all aspects of the Performance Development Process.
- 7.2. Where a misconduct investigation spans more than one Performance Cycle, the express exclusion in clause 29.5(b)(iv) applies to the Performance Cycle in which the determination of the discipline outcome (under clause 25.12 of the Agreement) is made.
- 7.3. In these circumstances, the Employee is eligible to be considered for Progression or Top of Grade or Value Range payment in the Performance Cycle where the investigation was ongoing but not concluded by the end of the Performance Cycle. However, in conducting the Performance Review, the Employer may, where it is fair and reasonable to do so, take into consideration any matters within the Performance Cycle that arise under clause 25 (Management of Misconduct), in determining whether the Employee has met their Progression Criteria, including demonstrating behaviours consistent with the Public Sector Values or Code of Conduct for Victorian Public Sector Employees.

8. Achieving progression or a top of grade or value range payment

- 8.1. In order to advance to the next progression step or amount or receive a top of grade or value range payment, the Employee must at the end of the Performance Cycle be:
- 8.1.1. assessed as having met the eligibility requirements set out in clauses 29.5 and 29.6 of the Agreement; and
 - 8.1.2. recommended by their Manager/Supervisor for progression after having been assessed as having met their agreed Progression Criteria for that Performance Cycle, and
 - 8.1.3. have the Manager/Supervisor's recommendations approved by the relevant HR Delegate.
- 8.2. Delegate approval is an opportunity to identify and rectify issues of fairness and consistency within a Department or work area if necessary. Delegate approval is **not** an opportunity for

Employers to apply distribution quotas or overturn recommended progression outcomes based on predetermined numerical outcomes.

- 8.3. Once the recommended outcome is approved by the relevant HR delegate the progression outcome is confirmed and if assessed as having met their Progression Criteria for that Performance Cycle the Employee is entitled to the progression step or amount or top of grade or value range payment. Employees who leave employment with the VPS after the date the Manager/Supervisor's recommendations are approved by the relevant HR delegate should be paid, as part of any final payments, any progression steps or amounts or top of grade or value range payments owed.
- 8.4. Casual Employees are eligible for progression or a top of grade or value range payment if they meet the requisite criteria outlined in clause 29 of the Agreement. Employers should be mindful of the appropriate uses of casual employment outlined in clause 17.4 of the Agreement and of their obligation to give preference to ongoing forms of employment over casual arrangements wherever possible (see clause 17.2 of the Agreement). The proper application of these provisions should mean it is less likely Casual Employees will meet the requisite eligibility requirements outlined in clause 29 of the Agreement.
- 8.5. Where an Employee is assessed as having not met their agreed Progression Criteria or is ineligible in accordance with clause 29.5(b), the Employee will not progress to the next progression step or be paid a top of grade or value range payment.

9. **Operation of Progression Steps or Amounts or Top of Grade or Value Range Payments – 18-month rule**

- 9.1. Clause 29.9 of the Agreement makes it clear progression steps or amounts (if achieved) will take effect backdated to 1 July, unless the operation of the express exclusions in clause 29.5(b)(i) and (ii) result in the Employee having been ineligible to be considered for progression or top of grade or value range payment for 18 months or more at the end of the first Performance Cycle after which the Employee does become eligible for progression after the exclusions are completed.
- 9.2. Where the operation of the express exclusions in clause 29.5(b)(i) and (ii) result in the Employee having been ineligible to be considered for progression or top of grade or value range payment for 18 months or more at the end of the first Performance Cycle after which the Employee was eligible for progression after the exclusions are completed, the progression step or amount will be backdated to 1 January or the 18-month date (as described in clause 29.9(c) (rather than 1 July) whichever is the later.
- 9.3. For the purposes of the Agreement the Employee's 18-month date is either the date 18 months after the Employee commenced employment in the VPS or 18 months after the date of an Employee's promotion (i.e. the date the relevant express exclusion is measured from).
- 9.4. Importantly, the 18-month date is the date the progression step or amount will be backdated to for eligible Employees. It does not alter the Performance Cycle in any other way, including when formal performance reviews are conducted.
- 9.5. Top of grade or value range payments are not impacted by the 1 January back dating which applies in the 18-month rule outlined in paragraph 9.2 above and will take effect and be processed at the same time as other progression outcomes.
- 9.6. Below are two examples which illustrate how the 18-month rule operates:

Example 1: 18-month rule – Eligible

An Employee who is new to the VPS commences on 1 December 2021. On 1 March 2022, the same individual is promoted from VPS 5.1 to VPS 6.1. The Employee would be ineligible for progression at 30 June 2022 as they would not be in the position for 12 months by the end of the Performance Cycle but eligible for progression at 30 June 2023.

As at 30 June 2023, the total period the Employee has been ineligible for progression is 19 months. Accordingly, if the Employee is assessed as having met their Progression Criteria, the progression step or amount will take effect from the Employee's 18-month date, which is 1 June 2023, even though the performance assessment itself will be done in the usual manner at the end of the

performance cycle. If the Employee is at the top of their grade or value range, then the one per cent top of grade or value range payment would be made at the same time and in the same quantum as all other progression outcomes.

Example 2: 18-Month rule – Ineligible then Eligible

An Employee is promoted from VPS 2 to VPS 3 on 1 June 2022. As the promotion has resulted in the Employee receiving a salary increase greater one progression step, the Employee is ineligible to be considered for progression as at 30 June 2022. On 1 January 2023, the same Employee is promoted from VPS 3 to VPS 4. The Employee has been ineligible to be considered for progression for 13 months and remains ineligible to be considered for progression on 30 June 2023. The same Employee remains in their VPS 4 position for the entirety of the 2023/24 performance cycle and is eligible to be considered for progression at 30 June 2024.

If the Employee is assessed as having met their Progression Criteria at 30 June 2024, the Employee will not have received progression for a period of 25 months. In this case, the 18-month rule would mean that the progression increase achieved on 30 June 2024 is backdated to 1 December 2023 (18 months from the Employee's original promotion on 1 June 2022). However, clause 29.9(b) provides that progression takes effect backdated to 1 January in the Performance Cycle to which the progression relates, or the Employee's 18-Month Date, whichever is later. The Employee's progression increase is therefore backdated to 1 January 2024.

10. Movement between roles during the Performance Cycle

- 10.1. Clause 15.3(d) of the Agreement makes it clear mobility is to be regarded favourably for the purposes of the Performance Development Process. Employers should, in assessing whether an Employee has achieved their Progression Criteria, ensure the Employee is not disadvantaged in their progression outcome merely as a result of moving roles within the VPS or participating in mobility initiatives detailed in clause 15 of the Agreement (subject to the express exclusions in clause 29.5 of the Agreement).
- 10.2. The formal feedback stages of the Performance Development Process should consider all of the roles performed during the Performance Cycle to ensure the Performance Review is fair and meaningful. This process may require input and involvement from multiple managers across VPS Employers.
- 10.3. Where an Employee is moving to a temporary new role with another Department or Agency covered by the Agreement and is not returning to their substantive position before the end of the Performance Cycle, it is recommended the End of Cycle Performance Review be undertaken before the Employee commences the temporary new role.
- 10.4. To be eligible for progression or a top of grade or value range payment the Employee must have been continuously employed in the VPS in one or more roles classified at the same grade or value range (without a negotiated salary increase within the performance cycle) for twelve (12) months or more at the end of the Performance Cycle (30 June). Any role classified at the same grade or value range working within the VPS, whether worked with the same or different Employer covered by the Agreement, will count towards meeting the twelve-month eligibility requirement.

11. Extended leave during the Performance Cycle

- 11.1. Clause 29.7(a)(iii) of the Agreement requires, an Employee's absence from work on Primary Caregiver parental leave for part of a relevant Performance Cycle must not disadvantage the Employee in the Employer's application of the Progression Criteria (noting the Employee's absence must not exceed 52 weeks in order to be eligible). Employers should, in assessing whether an Employee has achieved their Progression Criteria, ensure the Employee is not disadvantaged in progression outcomes merely as a result of proceeding on Primary Caregiver parental leave for part of the relevant cycle (subject to the express exclusions in clause 29.5 of the Agreement).
- 11.2. For an Employee proceeding on parental leave, depending on the timing of the leave, the end of cycle performance review may need to be undertaken prior to the commencement of leave,

during the leave (for example on the Employee's keeping in touch days under clause 55.22 of the Agreement) or upon the Employee's return to work.

- 11.3. An Employee who was not considered for Progression or a Top of Grade or Value Range payment due to the Employee's absence on a period of Primary Carer Parental Leave not exceeding 52 weeks may be eligible for two progression steps subject to meeting the requirements of clause 29.7 (see section 13 below for further information).
- 11.4. An Employee who has been or is on extended leave is eligible to be considered for progression or a top of grade or value range payment if the Employee meets the eligibility requirements in clause 29.5 of the Agreement. In these circumstances, in order to receive progression, the Employee must have been performing the role for a sufficient period of time during the Performance Cycle to allow the Employer to reasonably assess the Employee's performance during the Performance Cycle against the agreed Progression Criteria. If the Employee is assessed as having met their Progression Criteria, despite their extended absence for the Performance Cycle, the Employee is entitled to progression or top of grade or value range payment.
- 11.5. Where an Employee is proceeding on known long term leave, the Employer should also consider whether it is appropriate to review or amend the Employee's PDP before or after the Employee's extended period of leave. Changes to the PDP must be agreed with the Employee.
- 11.6. In cases, where an Employee is proceeding on Primary Caregiver Parental Leave it may be appropriate to either conduct the End of Cycle review immediately before the commencement of leave (if close to the end of the Performance Cycle) or during any Keeping in Touch days agreed under clause 55.22, to ensure the Employee is not disadvantaged by proceeding on Primary Caregiver parental leave and to ensure outcomes can be processed in a timely manner.
- 11.7. Similarly, where an Employee, previously on WorkCover, returns to a role other than their pre-WorkCover role and the role is at the same classified level, the Employee will be eligible to be considered for progression if the Employee meets the eligibility requirements of clause 29.5 of the Agreement. In these circumstances, in order to receive progression, the Employee must have worked for a long enough part of the Performance Cycle to allow the Employer to reasonably assess the Employee's performance during the Performance Cycle against the agreed Progression Criteria.
- 11.8. In these circumstances the Employer and Employee should review the Employee's PDP on the Employee's return to work to ensure the Progression Criteria are appropriate. In assessing the Employee's performance, the performance assessment may be based upon performance in both the pre and post WorkCover roles. This process may require input and involvement from multiple managers/supervisors.

12. Employees on higher duties assignment or undertaking a temporary new role during the Performance Cycle at a higher grade or value range

Eligibility

- 12.1. When an Employee has been acting in a higher duties position (such as an internal or external secondment or temporary assignment within the VPS at a higher grade or value range) for a minimum period of 12 continuous months as at the end of the relevant Performance Cycle (30 June) and is required to continue to perform those higher duties beyond that 12 month period, the Employee will be eligible to be considered for progression or a top of grade or value range payment at the higher classified level, if they are not otherwise ineligible because of the operation of clause 29.5 of the Agreement.
- 12.2. An Employee who is occupying a higher duties position (such as an internal or external secondment or temporary assignment at a higher grade or value range) at the end of the Performance Cycle, but does not meet the Progression Criteria at the higher level, may still be assessed for progression or top of grade or value range payment at their substantive level, if they are not otherwise ineligible because of the operation of ineligibility criteria under clause 29.5 of the Agreement. The performance assessment may be based upon both the substantive and the higher duties role/s.

Performance Assessments

- 12.3. Where an Employee works in a number of roles during the Performance Cycle (including higher duties or temporary assignments or secondments), the Employee’s PDP should be amended by agreement during the Performance Cycle to reflect the work and development undertaken in the new role(s).
- 12.4. The Mid-Cycle Performance Review and End-of-Cycle Performance Review should consider all roles during the Performance Cycle. This process may require input and involvement from multiple managers/supervisors in order to provide a balanced assessment for the entire Performance Cycle.
- 12.5. An Employee who has occupied a higher duties role/s or who has undertaken a temporary new role within the VPS (such as an internal or external secondment or temporary assignment at a higher classified level) during the Performance Cycle but has returned to their substantive level before the conclusion of the Performance Cycle, may be assessed for progression or a top of grade or value range payment at the substantive level, if they are not otherwise ineligible because of the operation of ineligibility criteria under clause 29.5 of the Agreement. The performance assessment may be based upon both the substantive and the higher classified role/s. For example, if the Employee has met or exceeded in the requirements in the higher classified position it can be reasonably argued that a similar or related goal in the substantive level has been achieved.

Progression

- 12.6. An Employee who meets the eligibility requirements of the Agreement for the higher grade and is assessed as having met their agreed Progression Criteria for that Performance Cycle at the higher classified position will be eligible to receive progression or top of grade or value range payment for the higher classified position. In this case, the salary of the higher classified position will be increased by one progression step or amount for the duration of the period the Employee remains in the higher classified position. The substantive salary is also increased to the next progression step/amount, where applicable (see section below for further guidance where an Employee is at the top of their grade or value range in their substantive position).
- 12.7. An Employee who does not meet the eligibility requirements of the Agreement to be considered for progression at the higher level may be eligible for progression or a top of grade or value range payment in their substantive position. In this case the Performance Review should be based on the Employee’s performance both in their substantive and temporary new roles. If the Employee is assessed as having met their Progression Criteria the Employee’s substantive salary will be progressed one progression step or amount for the Employee’s benefit upon return to their substantive position.

Top of grade or value range payment

- 12.8. The following scenarios are provided as guidance on the application of the top of grade or value range payment for Employees on higher duties or performing a temporary new role within the VPS (such as an internal or external secondment or temporary assignment), at a higher grade or value range upon return to their substantive position:

Employee’s substantive position	Employee’s Higher Duties Position	Proposed approach upon return to substantive position
Employee at top of grade or value range	Employee progressed at the higher classified position and not at the top of grade or value range	Employee would be paid proportional amount of top of grade or value range payment on return to their substantive position. For example, if the Employee returns to their substantive position six months through the Performance Cycle, they have received the benefit of the additional progression step at the higher duties level for the first six months and then would receive half of the top of grade or value range payment in compensation for the second six months of the Performance Cycle based on the salary of the

Employee's substantive position	Employee's Higher Duties Position	Proposed approach upon return to substantive position
		substantive position at 30 June of the Performance Cycle to which the payment relates.
Employee <u>not</u> at the top of grade or value range	Employee is at the top of the grade or value range at the higher classified position and receives top of grade or value range payment at that level under clause 29.6(a) of the Agreement	<p>Some assessment of reasonableness and fairness may be required in these circumstances (see note below). However by way of a general guide, the Employee would be paid the top of grade or value range payment at the higher duties level and receive the benefit of being progressed at their substantive level upon returning to that position.</p> <p>Whilst in this scenario the Employee would receive the benefit of both the Top of Band payment and progression at their substantive level upon returning to that position, this approach would appear to be consistent with the intent of clause 29.6(b) that an Employee benefit at their substantive level in the event they have met the eligibility requirements and met the agreed Progression Criteria at the higher duties position.</p> <p>NOTE: This outcome is also the most unlikely as it would be quite unusual for an Employee who is not at the top of the grade or value range in their substantive role to be appointed to the top of a grade or value range in a temporary new role. If the Employer has concerns about what outcome is appropriate in these circumstances please contact the relevant contact point within the People and Culture Unit (however termed) to discuss further.</p>
Employee <u>at</u> top of grade or value range	Employee at the top of grade or value range at the higher classified position and receives top of grade or value range payment at that level	<p>No further payment.</p> <p>The Employee has received the full benefit of the top of grade or value range payment at the higher level, so no further performance payment to be made upon return to the Employee's substantive position for that Performance Cycle as the Employee is better off with the top of grade or value range payment made at the higher duties level, such that there was no basis upon which to provide a further entitlement.</p>

Note: Each of the above scenarios is based on the Employee meeting the eligibility requirements for progression and/or top of grade or value range payment outlined in clause 29 of the Agreement.

13. Progression payments for Employees returning from Primary Caregiver Parental Leave

- 13.1.** Clause 29.7 of the Agreement makes provision for eligible Employees to advance two progression steps or amounts or to be paid two top of grade or value range payments where they were not eligible to be considered for progression or top of grade or value range payment at the conclusion of the relevant Performance Cycle they partially worked prior to the commencement of parental leave due to absence on Primary Caregiver parental leave. The Employee will be eligible to be considered for progression in the Performance Cycle they return from leave provided their period of parental leave does not exceed 52 weeks. The Employee must be assessed as having met their Progression Criteria in the Performance Cycle they return from leave to receive two progression steps or amounts or top of grade value range payments.
- 13.2.** This entitlement is designed to support an Employee who would have otherwise progressed if they were not absent on a period of Primary Caregiver parental leave not exceeding 52 weeks. That is, to be eligible for two progression steps or amounts or top of grade or value range payments in these circumstances in the next performance cycle after the Employee has returned to work, an Employee must have not been progressed or have received a top of band

payment in the Performance Cycle during which their Primary Caregiver parental leave commenced.

- 13.3. To be eligible the Primary Caregiver parental leave must have commenced on or after 1 July 2020 and the Employee must comply with all the eligibility requirements outlined in clause 29.7 of the Agreement.
- 13.4. Where an Employee, at the top of grade or value range, becomes entitled to two top of grade or value range payments in accordance with clause 29.7, the top of grade or value range payments will be made as follows:
 - 13.4.1. one top of grade or value range payment based on the salary at 30 June of the Performance Cycle the Employee was not considered for progression or top of grade or value range payment due to the Employee's absence on Primary Caregiver parental leave, and
 - 13.4.2. the second top of grade or value range payment based on the salary at 30 June of the Performance Cycle that the Employee is assessed as having met their Progression Criteria upon their return to work.
- 13.5. Where the Employee's absence on Primary Caregiver parental leave is greater than 52 weeks, they will not be eligible to advance two progression steps or amounts for the next relevant performance cycle once they have returned to work.

14. Calculation of progression or top of grade or value range payment

- 14.1. The top of grade or value range payment is to be paid as a once-off lump sum payment equivalent to one per cent of an Employee's salary as at the end of the Performance Cycle.
- 14.2. Where the salary of an Employee in VPS Grades 5, 6 or STS 7 (or equivalent classification in an adaptive classification structure) is less than one full progression amount from the top of the grade or value range, if the Employee is eligible and recommended for progression, that payment is to be an amount that will take the Employee to the top of their grade/value range. That is, a progression payment for VPS Grade 5, 6 or STS 7 Employees (or equivalent classification in an adaptive classification structure) cannot exceed an amount that would place the Employee above the maximum salary range for their grade or value range.
 - 14.2.1. For example, a STS 7 (Senior Technical Specialist) at Value Range 7.2 who has a salary of \$206,000 at the end of the Performance Cycle (as at 30 June 2021), who meets the criteria for a progression payment, would only receive a payment amount of \$2,904 instead of \$6,287 (based on rates from 1 December 2020).

15. Timeframe for making payments

- 15.1. If an Employee is eligible for a payment in accordance with clause 29 of the Agreement, payment should be made by the Employer as soon as reasonably practicable taking into consideration the operational requirements of the Employer.

16. Transitional arrangements for the 2020/21 Performance Cycle only

- 16.1. The Performance Cycle ending 30 June 2021, is subject to the transitional arrangements set out in clause 29.1 of the Agreement.
- 16.2. These transitional arrangements mean some Employees may be eligible to be considered for progression or a top of grade of value range payment in accordance with the 2016 Agreement eligibility requirements. The table below identifies where this applies:

Scenario	Relevant provision of the 2016 Agreement	Eligibility to be considered for progression or top of grade or value range payment
An Employee new to the VPS appointed on probation between 1 July 2020 and 8 October 2020	Clause 24.3(g)(i)	An Employee appointed on probation must have been in their role for six months at the end of the Performance Cycle to be eligible to be considered for progression.

Scenario	Relevant provision of the 2016 Agreement	Eligibility to be considered for progression or top of grade or value range payment
An Employee who obtained a promotion to a position at a higher grade or value range between 1 July 2020 and 8 October 2020	Clause 24.3(g) Clause 24.3(g)(ii)	Where the promotion to a new position is within the same Department or Agency, the Employee must have been in their position for three months or more at the end of the Performance Cycle to be eligible to be considered for progression. Where the promotion to a new position is to a different Department or Agency, the Employee must have been in their position for six months or more at the end of the Performance Cycle to be eligible to be considered for progression.
An Employee who negotiated a salary increase between 1 July 2020 and the commencement of the agreement on 9 October 2020	Clause 24.3(g)	An Employee who has negotiated a salary increase in their existing position within their existing employing Department or Agency must have been in their position for three months or more at the end of the Performance Cycle to be eligible to be considered for progression.

16.3. Other than in these express circumstances, all Employees will have their eligibility to be considered for progression or top of grade or value range payment determined by the eligibility rules outlines in clause 29.5 and clause 29.6 of the Agreement.

Making decisions under this policy

Under section 20(1) of the *Public Administration Act 2004*, the public service body head has all the rights, powers, authorities and duties of an Employer, which will usually be delegated to staff within their Department or Agency. Employers should ensure that any actions under this policy are only taken by an Employee with the delegation to do so. Each Department and Agency should give effect to this policy in accordance with its own delegations.

Dispute resolution

An Employee who is directly affected by a decision made or action taken pursuant to clause 29 may apply for a review of actions under the Employer's review of actions policy or seek to resolve a dispute through the Resolution of Disputes procedure at clause 13 of the Agreement.

Further Information

Employees should refer to their Department or Agency's intranet for information on procedural requirements, systems and approval delegations.

For further information and advice please contact your local Human Resources or People and Culture Unit (or equivalent).

Related policies or documents

VPS Enterprise Agreement Common Policies

- Mobility Principles and Payment
- Movement between Value Ranges/Work Value Review
- Management of Unsatisfactory Work Performance

All policies in the VPS Enterprise Agreement common policies collection can be found at <https://www.vic.gov.au/common-policies-victorian-public-service-enterprise-agreement>

Authorised by Industrial Relations Victoria:

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