

USUAL PLACE OR PLACES OF WORK

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Authority and Application

Clause 19 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

Clause 19 of the Agreement provides that an Employer must determine a usual place or places of work for an Employee. In accordance with clause 19 of the Agreement, an Employer may change an Employee's usual place or places of work, on either a temporary or permanent basis. For any change to an Employee's usual place or places of work, the Employer must consider any alternative proposal from an Employee who can demonstrate hardship in their personal circumstances. Other factors such

as disabilities, mobility aids or reasonable adjustments that may affect the Employee's ability to change work location must also be considered.

Clause 19 outlines the notice, process and where relevant, disturbance payments, which apply where the Employer wishes to change an Employee's usual place or places of work.

Relevant provisions of the VPS Agreement

Clause 19 USUAL PLACE OR PLACES OF WORK

Supplementary Guidance Information

1. Usual place or places of work determined by Employer

- 1.1. An Employer must determine a usual place or places of work for an Employee prior to commencement of their employment with the Employer and it is expected that the information is included in the job advertisement, position description or letter of offer.
- 1.2. The Agreement provides for temporary and permanent changes to an Employee's usual place or places of work. Relocation can be within a work area or between work areas. A work area is defined in the Agreement as the Melbourne CBD or a suburb or regional town. Residential relocation may be necessary in some instances.
- 1.3. A work area will usually refer to an office location or workplace within a work area at which the Employee would be predominantly based or working from, for example 1 Spring St (which is in the Melbourne CBD work area).
- 1.4. Consultation, notice, and any compensation for the change are set out in the Agreement. Factors to be considered will be dependent on the impact of the change. These include any alternative proposal by an Employee who can demonstrate hardship in their personal circumstances; disabilities the Employee may have and any mobility aids or reasonable adjustments in place for an Employee to continue to work at the new place or places of work.
- 1.5. Attendance at a physical workplace will remain an integral part of how the Victorian Public Service (VPS) operates and all roles will have a designated usual place or places of work. A flexible working arrangement may allow for the Employee to work from other locations by agreement with their Employer. These arrangements are not covered by this policy.

2. Temporary change to usual place or places of work within a work area

- 2.1. Temporary change within a work area requires the Employer to provide an Employee with at least 24 hours' notice, or a lesser period, if agreed. Work Area is defined in the Agreement.

3. Temporary change to usual place or places of work to a different work area

- 3.1. An Employer must provide an Employee with at least two weeks' notice, or a lesser period, if agreed, where an Employer changes the usual place or places of work of an Employee to a different work area on a temporary basis.
- 3.2. The Employer should meet with the Employee to discuss the change and confirm in writing to the Employee the details of the change (including start and end dates).
- 3.3. The Employer must consider any additional travelling time for the Employee arising from the change as time worked. The Employer may calculate additional travelling time using travel or public transport applications to determine the most direct route. The Employer will also consider any relevant information provided by the Employee, including their practical commuting options. The employee's actual practicable commuting options should be reasonably taken into consideration by the Employer in determining additional travel time.

- 3.4. Consistent with clause 19.5(b)(iii) of the Agreement, where an Employee has difficulties with practicable commuting options and personal circumstances, including childcare arrangements, the Employer must have regard for these and discuss possible options/solutions with the Employee.
- 3.5. The Employer may seek advice from the local Human Resources or People and Culture Unit (however described).

4. Permanent change within a work area which does not require residential relocation

- 4.1. An Employer must provide an Employee with two weeks' notice, or a lesser period, if agreed, where an Employer permanently changes an Employee's usual place or places of work within a work area.
- 4.2. The Employer should discuss the change with the Employee and confirm in writing to the Employee the details of the change (including start date).
- 4.3. The Employee will be paid a once only disturbance allowance in accordance with clause 19.6(c) of the Agreement, where the change will result in the Employee travelling an additional daily travel of ten kilometres or more. No allowance will be paid to an Employee, where the total additional daily travel is ten kilometres or less.
- 4.4. The Employee may submit a calculation, of their total additional daily travel time or total additional daily distance, as well as any information that supports the calculation. The Employer may determine how to calculate the applicable additional travelling time, based on online travel or transport applications and the most direct route, and any information provided by the Employee, including their practical commuting options. The Employee's actual practicable commuting options should be reasonably taken into consideration by the Employer in determining additional travel time.

5. Permanent changes to a different work area which does not require residential relocation

- 5.1. Where an Employer permanently changes an Employee's usual place or places of work to a different work area an Employer must provide an Employee with the minimum notice period, or a lesser period if agreed, as specified in clause 19.6(b)(iii) of the Agreement.
- 5.2. The Employer should meet with the Employee to discuss the change and confirm in writing to the Employee the details of the change (including start date).
- 5.3. Consistent with clause 19.6(b)(ii) of the Agreement, the Employer must have regard to the Employee's practicable commuting options and personal circumstances, including childcare arrangements, when implementing the change and where an Employee has difficulties, with discuss possible options/solutions with the Employee.
- 5.4. The Employee will be paid a once only disturbance allowance in accordance with clause 19.6(c) of the Agreement where the change will result in the Employee travelling an additional daily travel of ten kilometres or more. No allowance will be paid to an Employee, where the total additional daily travel is ten kilometres or less.
- 5.5. The Employee may submit a calculation, based on their total additional daily travel time or total additional daily distance, as well as any information that supports the calculation. The Employer may determine how to calculate the applicable additional travelling time, based on online travel or transport applications and the most direct route, and any information provided by the Employee, including their practical commuting options. The employee's practicable commuting options should be reasonably taken into consideration by the Employer in determining additional travel time.

6. Permanent relocation of the usual place of work requiring residential relocation

- 6.1. Where an Employer considers it is reasonable and necessary for an Employee to move residence as a result of relocation from one work location to another, and the relocation arises from redeployment or promotion or transfer as a result of an advertised vacancy, an

Employee is entitled to up to three days' paid leave and reimbursement of reasonable expenses associated with the relocation.

- 6.2. Reasonable relocation expenses include expenses directly incurred by the Employee and their family as detailed in clause 19.7(b) of the Agreement.
- 6.3. An Employee is entitled to claim reasonable travel, accommodation and meal costs when relocating to a new location.
- 6.4. An Employee is also entitled to claim reasonable costs associated with selling and purchasing of a comparable residence.
- 6.5. The new residence is to be used as the Employee's principle place of residence.
- 6.6. The Employee should, at the earliest opportunity, discuss with the Employer the nature and value of any proposed claim for relocation expenses. As the agreement requires that expenses be reasonable, Employees should not incur expenses with the expectation that they will be fully met by the Employer prior to this discussion.
- 6.7. An Employer may require that quotes must be obtained by the Employee prior to the purchase of services relating to a relocation (e.g. furniture removal and storage, insurance).
- 6.8. Reimbursement of expenses will be subject to production of original tax invoices receipts. The Employer may also request evidence or written explanation to confirm that expenses were reasonably and necessarily incurred.
- 6.9. Employees should submit a claim for reimbursement as soon as reasonably practicable after the expense was incurred. Employers should ensure appropriate delegate approval is sought so reimbursements are processed as soon as practicable.

7. Employee initiated changes

- 7.1. An Employee may request a change to their usual place or places of work.
- 7.2. In assessing a request from an Employee, the Employer should consider the change in accordance with clause 10 - Flexible Work Arrangements – Special Circumstances which is detailed in the Flexible Working Arrangements– Special Circumstances Policy and the VPSC Flexible Work Policy.
- 7.3. There is no obligation for the Employer to reimburse any costs incurred by the Employee with such a change.

8. Record keeping

Copies of letters and all formal correspondence relating to a change to an Employee's usual place or places of work, on either a temporary or permanent basis under this policy should be placed on the Employee's personnel file.

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 19 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

- Annual Leave
- Flexible Work Policy
- Flexible Working Arrangements - Special Circumstances
- Other Leave
- Review of Actions

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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