



VICTORIAN WORKERS' HEALTH
AND WELLBEING FOUNDATION

The Crossing

Model Clauses

1. Leave Clause:

XX. Rehabilitation Leave

XX.1 Leave to Attend Rehabilitation Program:

An Employee may be granted up to 30 days of paid Rehabilitation Leave:

- (a) To attend an approved rehabilitation program, where the Employer is satisfied that:
 - (i) The Employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviours (e.g., gambling); and
 - (ii) The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or other related health conditions.

OR:

- (b) To provide care and support to another Employee or a friend or family member of the Employee who requires care and support due to addiction or a related health condition of any kind.

XX.2 Evidence and Quantum of Leave:

- (a) On production of proof of attendance at an approved rehabilitation program in accordance with clause XX.1(a) an Employee will be granted 30 days' paid leave to support completion of the program.
- (b) An Employee taking leave in accordance clause XX.1(b) will be granted up to 30 days' paid leave as required.
- (c) An Employer may require an Employee taking leave in accordance with clause XX.1(b) to provide evidence that care and support is required. Production of a medical certificate or statutory declaration will satisfy any such evidentiary requirement.
- (d) For the purposes of this clause, approved rehabilitation program will include any program any program offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF) including 'The Crossing'.

XX.3 Other Leave:

- (a) An Employee may utilise leave under this clause in conjunction with any other type of leave.
- (b) For the avoidance of doubt, any leave granted under this clause will not break (and will count towards) an Employee's continuous service.

XX.4 Supported Return to Work:

- (a) An Employee who has utilised leave under clause XX.1 will be supported by the Employer to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services. As such, the Employer will give due consideration to any reasonable request from an Employee in recovery or their chosen representative to alter the Employee's working arrangements, including but not limited to:
 - (i) Flexible working hours to facilitate attendance at appointments or peer support sessions etc.
 - (ii) Ability to work from home as needed.
 - (iii) Flexible use of personal, annual, or long service leave, including single day or half-day absences.
 - (iv) Access to reasonable unpaid leave.

To be included in pre-existing definitions clause:

Approved rehabilitation program includes any program or service run by or through Odyssey House, Windana Drug and Alcohol Recovery, Turning Point, EACH, DAS West, ReGen, the Victorian Workers' Health and Wellbeing Foundation (VWHWF) or any other agreed provider by consultation.

2. Alcohol and Drugs Policy Clause

XX. Alcohol and other Drugs (AOD) Policy

XX.1 Victorian Workers' Health and Wellbeing Foundation:

- (a) The Employer supports the objectives, rehabilitation measures, consulting, peer support and training initiatives offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF). The Employer will encourage Employees who are affected by alcohol or any other drugs to utilise the services of VWHWF.

XX.2 Employee Assistance Program/Assistance:

(a) All Employees, workers and managers can access the Employee Assistance Program (EAP) to obtain confidential help, assistance, and support. Where an Employee accessing the EAP raises concerns about their own alcohol and/or other drug use, they must be referred to a specialised/external AOD counselling service or approved rehabilitation services provider (including VWHWF) for assistance.

(b) Employees covered by this Agreement will have access to the following additional services;

- (i) Victorian Workers' Health and Wellbeing Foundation / Rehabilitation - Phone: (XX) XXXX XXXX Drugs & Alcohol - xx@xxxxxxxx
- (ii) Gambling - xx@xxxxxxxx
- (iii) Admissions / Hotline - Phone: (XX) XXXX XXXX - xx@xxxxxxxx
- (iv) XXXXX Suicide (Prevention) Awareness program/ XXXX - xx@xxxxxxxx

XX.3 Consultation – AOD Policies:

(a) Employees shall comply with the requirements prescribed in the policies of the Employer in relation to alcohol and other drugs.

(b) Employees shall be trained and inducted in any alcohol and other drug policies that apply to them. Failure to do so shall mean that such policy does not apply.

(c) Any new policies in relation to alcohol and other drugs introduced by an Employer, or changes to existing policies, are within the scope of, and shall be dealt with via, the consultation procedures at cl. XX.

(d) Where an Employer introduces any new policies in relation to alcohol and other drugs, the following principles shall apply:

- (i) Alcohol and other drug (AOD) use is an Occupational Health and Safety issue, and prevention of workplace health and safety issues is the primary goal of AOD policy formulation.
- (ii) Addiction and related conditions are health issues and will be recognised as such by the Employer.
- (iii) Employees experiencing addiction or related health issues will be provided with appropriate assistance, support, and access to AOD services without jeopardising their employment.

- (e) Any disputes in relation to, or in connection with alcohol and other drug policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedures at cl. XX.

3. Training clauses

XX. Training – Alcohol and Other Drugs and Suicide Prevention

XX.1 HSR/Delegate Training (AOD):

- (a) The Employer will provide paid time for HSRs/Union delegates or other approved Employees, to attend approved alcohol and other drug (AOD) training, with such pay as they would otherwise be entitled to receive from the Employer for work during that period and not otherwise be disadvantaged.
- (b) For the avoidance of doubt, leave to attend HSR/delegate AOD training is separate and additional to any Trade Union Training Leave granted under cl. XX or Health and Safety Training Leave granted under cl. XX.
- (c) For the purposes of this clause, approved alcohol and other drug (AOD) training will include training provided by the Victorian Workers' Health and Wellbeing Foundation (VWHWF).
- (d) HSR/delegate AOD training programs will be determined in consultation with the Union to ensure the training is appropriate to the OH&S risks and hazards experienced in the sector, but must, at a minimum, be at least 3 hours in length and cover the following topics:
 - (i) Australian Workplace Health and Safety statistics
 - (ii) Overview of the applicable state-based OH&S legislation, including relevant duties/obligations
 - (iii) Mental health – discussion about stress, anxiety and depression and how these conditions can interact with AOD use/misuse
 - (iv) Fatigue – overview of causes and coping mechanisms
 - (v) Illness and injury – management of illness and injury, legal requirements, rehabilitation process
 - (vi) Legal/illegal drugs and alcohol – statistics on current use, potential negative consequences to the workplace, workplace deaths and accidents associated with alcohol and other drug use (industry-specific where feasible)
 - (vii) Harms relating to alcohol and other drug use and harm reduction
 - (viii) Information about workplace impairment and recognising signs of impairment
 - (ix) Information about the Victorian Workers' Health and Wellbeing Foundation (VWHWF) and the programs/services it offers
 - (x) Information about the range of AOD support and treatment services available in the state and how to access appropriate supports/services
- (e) The Employer will make every endeavour to ensure that at least one Employee at every worksite/facility has received AOD training.
- (f) The Employer will, in consultation with the Union, undertake ongoing review of training needs and delivery throughout the life of this Agreement.

XX.2 Suicide Prevention Awareness/Training:

- (a) The Employer recognises that mental health awareness and suicide prevention are important OH&S issues.
- (b) In order to improve mental health outcomes, the Employer agrees to support the VWHWF's XXXX XXXX (suicide awareness/prevention) program, including by:
 - (i) Providing information about the program to Employees by posting authorised written material in a place within the workplace to which Employees have convenient access; or
 - (ii) distributing such material by appropriate means to Employees.
- (c) The Employer will provide suicide awareness and prevention training to Employees, including apprentices and/or trainees, however engaged, through an approved provider.

(d) For the purposes of this clause the Victorian Workers' Health and Wellbeing Foundation (VWHWF) is an approved provider of suicide awareness and prevention training.

XX.3 Induction/Orientation Training (*can be inserted into pre-existing induction/orientation clause*):

(a) Orientation and induction training for new Employees will include information about the services offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF).

XX.4 The Employer will, in consultation with the Union, undertake ongoing review of training needs and delivery throughout the life of this Agreement.

4a. Financial Clause

XX. Employee Welfare

XX.1 Employer Contribution:

- (a) The Employer will contribute \$X.XX per week for each Employee covered by this Agreement to the Victorian Workers' Health and Wellbeing Foundation (VWHWF), to assist with the provision of Employee alcohol and drug rehabilitation and treatment services.
- (b) The weekly contributions will be paid on a monthly basis and forwarded to the VWHWF by the fourteenth (14) day of the following month (i.e., January must be received by 14 February).
- (c) Upon lodgement of this Agreement the Employer will contact VWHWF at xx@xxxxxxx to make the necessary arrangements to comply with this clause and confirm that this has been done to the Union.

4b. Financial Clause (pre-operation)

XX. Employee Welfare

XX.1 Employer Contribution:

- (a) If, at any time during the life of this Agreement, the Victorian Workers' Health and Wellbeing Foundation (VWHWF) commences operation of an alcohol and drug rehabilitation, outpatient support and outreach service for workers, the Employer will contribute \$X.XX per week for each Employee covered by this Agreement.
- (b) The Employer contributions will commence/be payable from:
 - (i) Any date within the first 28 days of the service accepting referrals/patients, or
 - (ii) At an **earlier** date agreed between the Employer and the Union.
- (c) Thereafter, the Employer contributions will be paid on a monthly basis and forwarded to the VWHWF by the fourteenth (14) day of the following month (i.e., January must be received by 14 February).
- (d) Upon lodgement of this Agreement the Employer will contact VWHWF at xx@xxxxxxx to make the necessary arrangements to comply with this clause and confirm that this has been done to the Union.

5. Performance/Discipline Clause or Sub-clause:

XX.1 Performance/Discipline (AOD):

- (a) The Employer will avoid using any disciplinary processes in the case of an Employee whose fitness for work and/or performance is affected by alcohol or other drug (AOD) use and will take the steps outlined at XX.1(c) in the first instance.
- (b) Where an Employer becomes aware or suspects on the basis of reasonable evidence that an Employee is affected by AOD use, the Employer will:
 - (i) Take a supportive and non-punitive approach in dealing with the Employee,
 - (ii) Encourage the Employee to access the assistance/supports outlined at cl. XX, including the EAP and services provided by the VWHWF,
 - (iii) Refer the Employee to a specialised/external AOD counselling service or approved rehabilitation services provider (including VWHWF) for further support where appropriate,
 - (iv) Maintain confidentiality, so far as is practicable, in dealing with the Employee; and
 - (v) Protect the Employee from discrimination and/or stigmatisation in the workplace as far as reasonably possible.
- (c) Where declining fitness for work and/or poor performance associated AOD use is identified in the case of an Employee, the Employer will:
 - 1. Bring the issue to the attention of the Employee.
 - 2. Ensure that the Employee is aware that the Employee Assistance Program (EAP) or referral to VWHWF can be accessed.
 - 3. Allow the Employee to nominate a support person or representative of the Employee's choice before engaging in further discussions and give the Employee reasonable time to find and nominate a support person or representative.
 - 4. Discuss the issue with the Employee and their support person/representative to identify the causes of the declining fitness for work and/or poor performance and agree on remedial action.
 - 5. Develop an Action Plan with the Employee and use a problem-solving approach to support the Employee to meet the required level of performance.
 - 6. Have follow-up sessions to review the Employee's performance and progress against the Action Plan until the issue is resolved.
 - 7. Maintain confidentiality, so far as is practicable, at all times.
- (d) For the purposes of cl. XX.1(c) an Action Plan developed with the Employee will be confidential, time-limited, and cannot be used against the Employee in any disciplinary process or for any other purposes.
- (e) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing addiction or a related health condition of any kind.