



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The State of Victoria (Department of Economic Development, Jobs,
Transport and Resources)**
(AG2016/2919)

VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2016

State and Territory government administration

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 11 MAY 2016

Application for approval of the Victorian Public Service Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Public Service Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The State of Victoria (Department of Economic Development, Jobs, Transport and Resources). The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The CPSU, Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisations, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 11 May 2016 and, in accordance with s.54, will operate from 18 May 2016. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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Annexure A



Department of Economic Development,
Jobs, Transport and Resources

GPO Box 4509
Melbourne Victoria 3001 Australia
Telephone: 03 9651 8999
www.economicdevelopment.vic.gov.au
DX 210074

Victorian Public Service Enterprise Agreement 2016

AG2016/2919

UNDERTAKING

The State of Victoria undertakes that clauses 34.4, 35.1(a), 3.1(b) of Appendix 1 and 2.1 of Appendix 7 of the *Victorian Public Service Enterprise Agreement 2016* will not be applied inconsistently with the National Employment Standards and the *Fair Work Act 2009* (Cth).

A handwritten signature in black ink, appearing to read 'Matt O'Connor'.

Matt O'Connor
Deputy Secretary, Industrial Relations Victoria
State of Victoria (Department of Economic Development, Jobs, Transport and Resources)

6/5/16





ORDER

Fair Work Act 2009
s.586—Enterprise agreement

**The State of Victoria (Department of Economic Development, Jobs,
Transport and Resources)**
(AG2016/2919)

VICTORIAN PUBLIC SERVICE ENTERPRISE AGREEMENT 2016
(AG2016/2919) [AE418873]

State and Territory government administration

DEPUTY PRESIDENT GOSTENCNIK

SYDNEY, 11 MAY 2016

Application for approval of the Victorian Public Service Enterprise Agreement 2016.

- A. The Fair Work Commission Orders, in accordance with Section 586 of the *Fair Work Act 2009*, that Clauses 2(f) and 53.4(a)(ii) in the Agreement be corrected as follows:
1. By deleting the cross reference to clauses 22 to 25 appearing in clause 2(f) of the Agreement and inserting clauses 22 to 26.
 2. By deleting the word law at clause 53.4(a)(ii) of the Agreement and inserting the word lore.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Victorian Public Service Enterprise Agreement 2016

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Section I – Core Terms and Conditions of Employment

Part 1 Application and Operation of Agreement

1. Title

This Agreement will be known as the *Victorian Public Service Enterprise Agreement 2016*.

2. Definitions and interpretation

In this document, unless the contrary intention appears:

Accredited Representative of a Union means an officer or employee of a Union or a workplace delegate accredited by an authorised officer of a Union

Agency means a Public Service Body under the *Public Administration Act 2004* (Vic), or an office or authority for which an office holder has been designated to have the functions of a public service body head under that Act, or designated under another Act

CPSU means the Community and Public Sector Union

Employee means an employee of the Crown employed pursuant to Division 4 of Part 3 or Division 3 of Part 6 of the *Public Administration Act 2004* (Vic) other than:

- (a) an Employee eligible to be a member of the CPSU who is employed under the *Education and Training Reform Act 2006* (Vic);
- (b) an Employee eligible to be a member of the Health Services Union;
- (c) an Employee eligible to be a member of the CPSU who is employed pursuant to the *Emergency Services Superannuation Act 1986* (Vic);
- (d) an Employee eligible to be a member of the Australian Nursing and Midwifery Federation or the CPSU who is employed within the Department of Education and Training as a nurse in a position requiring mandatory qualifications as such and whose remuneration is determined by reference to the salary structure in the *Nurses (Department of Education and Early Childhood Development) Agreement 2012* or its successor;
- (e) a locally engaged Employee in an overseas office/work location;
- (f) a Principal Scientist, a Senior Medical Adviser or a Senior Regulatory Analyst in respect of **clauses 22 to 26** but not otherwise; and
- (g) an Employee eligible to be a member of the Australian Workers' Union whose terms and conditions are determined by reference to the *Field Staff Agreement 2012*, or any successor to this agreement.

Employer means the State of Victoria acting through its servant who, for the purposes of this Agreement, is the relevant Public Service Body Head in the Agency in which the Employee is employed

Fortnightly Salary means an Employee's annual salary divided by 365.25 multiplied by 14

FWC means the Fair Work Commission or its successor

Fair Work Act 2009 and **FW Act** means that Act, as may be amended from time to time and any successor to that Act

Machinery of Government Change means a change arising from the allocation and reallocation of functions between Victorian government departments and/or Agencies which is set out in a General Order allocating Acts of Parliament to Ministers signed by the Premier, an Administrative Arrangements Order made under the *Administrative Arrangements Act 1983 (Vic)* or an order or declaration made under the *Public Administration Act 2004 (Vic)*

Party means the State of Victoria or the CPSU

Public Administration Act 2004 (Vic) means that Act as may be amended from time to time, or any successor to that Act

Public Holiday means a day that is a public holiday pursuant to **clause 46**

Salary means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of his or her duty; provided that Salary does not include any payment for overtime, Shift Work, stand-by, travelling allowance, incidental expenses or any payment of a temporary character

Shift Work means the ordinary hours of work rostered in accordance with **clause 35.1(a)** of this Agreement, subject to **clause 3** of **Appendix 1 - Department of Justice and Regulation**

Shift Worker means an Employee who performs Shift Work in a workplace in which the Employee is employed in which shifts are continuously rostered 24 hours a day for 7 days a week

Union means the union covered by this Agreement in accordance with **clause 4**

VPS means the Victorian Public Service

3. Commencement Date and Period of Operation

3.1 This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 31 December 2019.

3.2 Employees to whom this Agreement applies will receive:

- (a)** Salary increases as provided for in **clause 26**, with the first increase payable with effect from 1 January 2016; and
- (b)** Increases to allowances, with the first increase payable with effect from 1 January 2016.

3.3 Alterations to conditions of employment provided for in this Agreement will apply with effect from the commencement date of this Agreement.

3.4 Renegotiation Period

- (a) With the aim of avoiding protracted negotiations for a new agreement, the CPSU and the State of Victoria agree to a renegotiation period. The renegotiation period shall be from 1 July 2019 until 1 December 2019. The aim of the renegotiation period is to permit a new agreement to be reached in 2019.
- (b) To meet this objective, the CPSU and the State of Victoria agree that:
 - (i) Each will provide any proposals for change to the agreement by 1 July 2019.
 - (ii) They will meet regularly to progress negotiations in good faith. In this connection, small working groups may be established to examine particular areas of disagreement.
 - (iii) The person/s responsible for negotiating will bring with them the necessary authority to finalise an agreement.
 - (iv) Where agreement is not reached by October 2019, the parties will discuss whether they should seek the assistance of a mutually agreed conciliator or the FWC. This does not prevent the parties seeking assistance, by agreement, on any individual issue which is creating an impasse.
 - (v) Should conciliation be sought, then the parties to the conciliation may agree to an extension to the negotiation period.
- (c) During this period the CPSU and the State of Victoria will not act in a manner that is designed to frustrate good faith bargaining.

4. Application of Agreement and Parties Covered

4.1 This Agreement applies to and covers:

- (a) the State of Victoria in respect of all Employees (as defined in **clause 2**);
- (b) all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
- (c) the CPSU.

4.2 In accordance with Part 2-8 of the FW Act, where there is a transfer of business to a new employer, the new employer is bound by this Agreement as a transferable instrument to the extent that it relates to the whole or part of the business transfer.

4.3 Agency-specific arrangements

Agency-specific arrangements are provided for in **Section II (Appendices 1 to 14)** of this Agreement. These Agency-specific arrangements are read in conjunction with **Section I**. Where the Agency-specific arrangements make different provision to **Section I**, the Agency-specific arrangements override **Section I** to the extent of the difference.

4.4 Service Delivery Partnership Plan

The parties agree that the following matters will be dealt with over the life of the agreement:

- (a) Towards common practice: establishment of a working group that will develop consistent policies that underpin the key provisions in the agreement. The goal of the working group will be to remove ambiguity and inconsistency across the VPS and decrease disputation. This includes the development and implementation of best practice guidelines for the management of misconduct and grievances. The working group will also look at the issue of use of government resources including computers and phones. The working group will also consider redeployment.
- (b) Consultation with CPSU will take place during the life of the agreement in relation to capability framework currently being developed by government. Changes to the capability framework may require the Parties to review the classification structure.
- (c) Convert the VPS 1 classification into a training grade and facilitate the establishment of a cadetship.
- (d) Establish an advisory group to review and pilot mitigation strategies to reduce bullying and its consequences in the VPS.
- (e) Develop and implement best practice guidelines for the management of performance and progression. The parties agree to review the operation of Value Ranges in classification structures to ensure there is no barrier to enhancing capacity building in the VPS.

4.5 Facilitation

- (a) The parties agree to establish a VPS Agreement Monitoring Committee (VPS AMC) within one month of the agreement being approved by the FWC to ensure that the initiatives in **clause 4.4** are progressed.
- (b) The VPS AMC will comprise representatives nominated by the CPSU and the Employer. The parties may establish working groups to deal with particular matters.

5. No Further Claims

- 5.1 This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to the Agreement made under the FW Act for the period from the date of commencement of this Agreement until 31 December 2019.
- 5.2 The Employees, the Employer and a Union covered by this Agreement agree that they will not for the period from the date of commencement of this Agreement until 1 July 2019 make claims for the making of an enterprise agreement under the FW Act, whether in relation to matters dealt with in this Agreement or otherwise.

6. Savings Provisions and Relationship with other Awards and Agreements

- 6.1** This Agreement operates to the exclusion of all previous awards and orders of the FWC and replaces all previous industrial instruments under the FW Act in respect of the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.
- 6.2** No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.
- 6.3** No Employee's overall terms and conditions of employment shall, on balance, be reduced as a result of any Machinery of Government Changes that occur during the life of this Agreement.
- 6.4** A dispute or grievance that is being considered pursuant to **clause 11** of the *Victorian Public Service Workplace Determination 2012* at the time this Agreement commences operation may continue to be considered pursuant to **clause 12** of this Agreement.

7. Anti-Discrimination

- 7.1** It is the intention of the Parties covered by this Agreement to achieve the principal object in section 336(c) of the FW Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2** Accordingly, in fulfilling their obligations under the procedures in **clause 12** (Resolution of Disputes), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3** Nothing in this clause is to be taken to affect:
- (a)** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b)** an Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - (c)** the exceptions in section 351(2) and 772(2) of the FW Act or the operation of sections 772(3) and 772(4) of the FW Act.
- 7.4** The Employer will act in accordance with its obligations under:
- (a)** the *Equal Opportunity Act 2010* (Vic); and
 - (b)** the Victorian Charter of Human Rights and Responsibilities.

These obligations apply to the Employer but do not form part of the Agreement.

8. Individual Flexibility Arrangements

- 8.1** An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and the Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 8.2** An individual flexibility arrangement may vary the effect of **clause 34** (Hours of Work) and **clause 35** (Shift Work).
- 8.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 8.4** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under section 172 of the FW Act; and
 - (b)** are not unlawful terms under section 194 of the FW Act; and
 - (c)** result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 8.5** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.
- 8.6** The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 8.7** The Employer must ensure that any individual flexibility arrangement sets out:
- (a)** which terms of this Agreement will be affected or varied by the individual flexibility arrangement;
 - (b)** how the individual flexibility arrangement will vary or affect the terms of this Agreement;
 - (c)** 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 individual flexibility arrangement;
 - (d)** the day on which the individual flexibility arrangement commences; and
 - (e)** provides for the individual flexibility arrangement to be terminated:
 - (i)** by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
 - (ii)** at any time by written agreement between the Employee and Employer.

9. Right to Request Flexible Working Arrangements

- 9.1** In accordance with and pursuant to section 65 of the FW Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

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- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

9.2 To avoid doubt, and without limiting **clause 9.1**, an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.

9.3 An Employee is not entitled to make a request under this clause unless:

- (a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual Employee – the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

9.4 A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

9.5 On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer grants or refuses the request.

9.6 The Employer may only refuse the request on reasonable business grounds.

9.7 Without limiting what are reasonable business grounds for the purposes of **clause 9.6**, reasonable business grounds include the following:

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- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employer;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

9.8 If the Employer refuses the request, the written response under **clause 9.5** must include details of the reasons for the refusal.

Part 2 Communication, Consultation and Dispute Resolution

10. Implementation of Change

10.1 Where the Employer has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, the Employer will advise:

- (a) the relevant Employees and the relevant Union covered by this Agreement of the proposed change as soon as practicable after the proposal has been made.
- (b) the relevant Employees and the relevant Union covered by this Agreement of the likely effects on the Employees' working conditions and responsibilities.
- (c) of the rationale and intended benefits of any change, including improvements to productivity, if applicable.

10.2 For the purpose of this clause, a major change is *likely to have a significant effect on Employees* if it results in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace;
- (g) the restructuring of jobs.

10.3 **Relevant employees** means the Employees who may be affected by a change referred to in **clause 10.1**.

10.4 The Employer will:

- (a) regularly consult with relevant Employees and the relevant Union covered by this Agreement; and
- (b) give prompt consideration to matters raised by the Employees or the Employees relevant Union covered by this Agreement; and
- (c) where appropriate provide training for the Employees to assist them to integrate successfully into the new structure.

10.5 In accordance with this clause, the relevant Employees and the relevant Union covered by this Agreement may submit alternative proposals which will meet the indicated rationale and benefits of the proposal.

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- (a) Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change.
- (b) If such a proposal is made the Employer must give considered reasons to the affected Employees and the relevant Union covered by this Agreement if the Employer does not accept its proposals.
- (c) Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
Employer advises Employees and relevant Union covered by this Agreement	
Response from Employees or the relevant Union covered by this Agreement	5 days following receipt of written advice from Employer
Meeting convened (if requested)	5 days following request for meeting
Further Employer response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Agreement (if applicable)	10 days following receipt of Employer response
Employer response to any alternative proposal	10 days following receipt of alternative proposal

10.6 Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with **clause 12** (Resolution of Disputes).

11. Consultation on Changes to Rosters or Hours of Work

11.1 This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

11.2 The Employer must notify the relevant Employees of the proposed change.

11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

11.4 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 Employer of the identity of the representative;

the Employer must recognise the representative.

- 11.5** As soon as practicable after proposing to introduce the change, the employer must:
- (a)** discuss with the relevant Employees the introduction of the change; and
 - (b)** for the purposes of the discussion—provide to the relevant Employees:
 - (i)** all relevant information about the change, including the nature of the change; and
 - (ii)** information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - (iii)** information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c)** 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).
- 11.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 11.8** The Employer must display a roster for Shift Workers in a convenient area fourteen days prior to the effective date.
- 11.9** The Employer may change the Shift Work roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.
- 11.10** A Shift Worker may request the Employer approve a change to rostered Shift Work times by giving to the Employer 48 hours' written notice of the proposed change

12. Resolution of Disputes

- 12.1** For the purposes of this **clause 12**, a dispute includes a grievance.
- 12.2** Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards set out in the FW Act, other than termination of employment, must be dealt with in accordance with this clause. For the avoidance of doubt, a dispute about termination of employment cannot be dealt with under this clause.
- 12.3** This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 12.4** A person covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.
- 12.5** **Obligations**
- (a)** The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

- (b) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (c) No person covered by this Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

12.6 Agreement and Dispute Settlement Facilitation

- (a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
 - (i) Investigating the circumstances of a dispute or an alleged breach of this Agreement;
 - (ii) Endeavouring to resolve a dispute arising out of the operation of this Agreement; or
 - (iii) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- (b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

12.7 Discussion of Dispute

- (a) The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).
- (b) If the dispute is not settled, the aggrieved Employee(s) can require that the dispute be discussed with another representative of the Employer appointed for the purposes of this procedure.

12.8 Internal Process

- (a) If any party to the dispute who is covered by this Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted as expeditiously as possible and:
 - (i) is consistent with the rules of natural justice;
 - (ii) provides for mediation or conciliation of the dispute;
 - (iii) provides that the Employer will take into consideration any views on who should conduct the review; and

- (iv) is conducted with as little formality as a proper consideration of the dispute allows.
- (b) If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.
- (c) If the matter is not settled either party to the dispute may apply to the FWC to have the dispute dealt with by conciliation.

12.9 Disputes of a Collective Character

- (a) The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.
- (b) No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

12.10 Conciliation

- (a) Where a dispute is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.
- (b) This may include arranging:
 - (i) conferences of the parties to the dispute presided over by the member; and
 - (ii) for the parties to the dispute to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties to the dispute have reached agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or
 - (iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

12.11 Arbitration

- (a) If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that the FWC proceed to determine the dispute by arbitration.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of,

arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.

(c) Subject to **clause 12.11(d)**, the determination of the FWC is binding upon the persons covered by this Agreement.

(d) A determination of a single member of the FWC made pursuant to this clause may, with the permission of a Full Bench of the FWC, be appealed.

12.12 General Powers and Procedures of the FWC

Subject to any agreement between the parties in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the FW Act.

13. Workload

13.1 The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.

13.2 The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work.

13.3 An Employee or group of Employees may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.

13.4 On receipt of a request by an Employee or group of Employees under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer agrees to or refuses the request.

13.5 If the Employer refuses the request for a review, the written response under **clause 13.4** must include details of the reasons for the refusal.

13.6 If the Employer agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.

13.7 Following the completion of the review, the Employee or group of Employees and the Employer shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

Part 3 Employment Relationship and Related Arrangements

14. Secure Employment

- 14.1 The Employer acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.
- 14.2 The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.
- 14.3 Where a Union or affected Employees identify fixed term or casual employment that is considered not to meet the criteria established in **clauses 15.6** or **15.7**, the Union or affected Employees will refer the matter to the Employer. If the parties cannot resolve the matter, it will be dealt with under **clause 12** (Resolution of Disputes).

15. Employment Categories and Entitlements

15.1 Basis of Employment

Employees may be employed on:

- (a) an ongoing basis;
- (b) a fixed term basis; or
- (c) a casual basis.

15.2 Usual Place of Work

- (a) The Employer must determine a usual place or places of work for the Employee.
- (b) Where the Employer wishes to reassign work to the Employee that will require a change to the work location, two weeks' notice must be given or a lesser period if agreed between the Employer and the Employee.
- (c) If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

15.3 Job Information

- (a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for his/her position.
- (b) A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with **clause 15.6**.
- (c) The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.

- (d) The Employer will provide the Employee with a copy of this Agreement and information regarding the role of Unions and/or Union delegates under the terms of this Agreement.
- (e) The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about Agency structures and policies within the framework of employment in the VPS. The Employer will ensure that Unions are provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.

15.4 Probationary Period – New Employee

- (a) The Employer may appoint an Employee or a former Employee who commences employment in the VPS on a probationary basis. A casual Employee cannot be appointed on a probationary basis.
- (b) The period of probation shall be a reasonable period having regard to the nature of the position but, subject to **clause 15.4(d)** shall be no more than three months.
- (c) A person initially employed in an Agency on a fixed term basis who is subsequently employed in that Agency on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.

(d) Performance during probation

- (i) If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to his or her conduct or performance and shall provide a written record of such counselling to the Employee.
- (ii) The probationary period may be extended by a period of not more than three months to allow the Employee to address performance issues.
- (iii) The probationary period may also be extended by not more than three months if non-attendance at work limits the Employer's ability to properly assess an Employee.

(e) Confirmation of employment

Unless the employment is terminated earlier in accordance with **clause 15.4(f)**, at the end of the period of probation the Employer shall confirm the Employee's appointment in writing.

(f) Termination of employment

- (i) A probationary Employee may resign at any time by giving a minimum of two weeks' written notice to the Employer, or a shorter period that is agreed with the Employer.
- (ii) In the event that the Employee's conduct or performance during the probationary period is unsatisfactory, the Employer may terminate the probationary Employee's employment by giving two weeks' notice or two weeks' pay in lieu of notice.

- (iii) For the avoidance of doubt, any notice period must be given no later than two weeks' prior to the end of the period of probation. Alternatively, the Employee's employment may be terminated by giving two weeks' pay in lieu of notice prior to the end of the probationary period.
- (iv) A probationary Employee's employment may be terminated without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the *Fair Work Regulations 2009*).

15.5 Part-Time Employment

- (a) Provisions relating to salary, leave and all other entitlements contained within this Agreement apply to part-time Employees on a pro rata basis calculated on the number of ordinary hours worked.
- (b) Part-time employment is 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) with the agreement of the Employee.
- (c) Part-time employment may be worked only by agreement between the Employee and the Employer, where that agreement includes a roster specifying:
 - (i) the days in each fortnight the Employee will work;
 - (ii) the start and finish times on the days which the Employee will work;
 - (iii) the number of hours the Employee will work on each day he or she works; and
 - (iv) agreed processes for the variation of hours of work.
- (d) Rostered hours agreed under **clause 15.5(c)** shall be considered the Employee's ordinary hours.

15.6 Use of Fixed Term Employment

- (a) The Employer will not use fixed term contract positions for the purpose of undermining the job security or conditions of full-time ongoing Employees.
- (b) In accordance with the principle set out in **clause 15.6(a)**, the use of fixed term employment in all areas covered by this Agreement is limited to:
 - (i) replacement of Employees proceeding on approved leave;
 - (ii) meeting fluctuating client and employment needs and unexpected increased workloads;
 - (iii) undertaking a specified task which is funded for a specified period;
 - (iv) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;

- (v) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
 - (vi) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve months.
- (c) In other than exceptional or unforeseen circumstances, fixed term appointments to a specific position shall be for a maximum of three years, subject to **clause 51** (Parental Leave).
- (d) Where an Employee is posted overseas the limitations on the use of fixed term employment outlined in this clause do not apply.

15.7 Use of Casual Employment

- (a) The Employer will not use casual labour for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy or as a means of avoiding obligations under this Agreement.
- (b) In accordance with the principle set out in **clause 15.7(a)**, the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing Employee levels.
- (c) Casual employment will 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) with the agreement of the Employee.
- (d) Except as expressly provided for, all other provisions of this Agreement apply to casual Employees.

16. Termination of Employment

16.1 Termination by Employer

Subject to this Agreement the Employer may only terminate the employment of an Employee for the reasons outlined in section 33 of the *Public Administration Act 2004* (Vic).

16.2 Notice of termination by Employer

- (a) In order to terminate the employment of an Employee, other than a casual Employee, the Employer must give to the Employee the following notice period:

Employee's period of continuous service with the Employer	Minimum period of notice
No more than 3 years	2 weeks
More than 3 years	4 weeks

- (b) In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the Employer notifies the Employee that the Employer does not require the Employee to work the entirety of the applicable notice period. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the Employer shall use the salary an Employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated.
- (e) The period of notice in this clause will not apply in the case of dismissal for serious misconduct.

16.3 Employee Resignation

- (a) Unless otherwise agreed by the Employer and an Employee, an Employee other than a probationary Employee may resign at any time by giving a minimum of four weeks' written notice to the Employer.
- (b) In the event an Employee resigns and elects to leave before serving the required notice period, the balance of the notice period not served will not be paid out by the Employer.

16.4 Abandonment of Employment

If an Employee is absent for more than 20 working days:

- (a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- (b) without the permission of the Employer; and
- (c) without contacting the Employer to provide a reasonable explanation for the absence

the Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.

16.5 Statement of Employment

- (a) The Employer must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

- (b) Where the Employer terminates an Employee's employment, the Employer must, at the Employee's request, provide a written statement of the reasons for dismissal.

16.6 Rights Not Limited

This clause does not limit the rights of Employees to pursue any other legal remedy in respect of termination of employment.

17. Costs of Employment Related Legal Proceedings

- 17.1** If an Employee is required to attend or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to the Employee's appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman's or a Coroner's inquest.
- 17.2** Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.
- 17.3** Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a person, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.
- 17.4** An Employee's immediate supervisor must ensure that an application to meet reasonable legal costs will be referred to the appropriate person or body to enable the application to be decided expeditiously.

18. Home Based Work

Home based work arrangements may be agreed between the Employer and an Employee on a case by case basis.

19. Redeployment

Redeployment Principles are set out in **Schedule A**.

20. Management of Unsatisfactory Work Performance

20.1 The purpose of this clause is to:

- (a) support Employees with unsatisfactory work performance to improve their performance to the required standard;
- (b) ensure that unsatisfactory work performance is addressed expeditiously;
- (c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- (d) provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

20.2 Application

- (a) Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to unsatisfactory work performance will be consistent with this clause.
- (b) This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

20.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with **clause 21**. Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to **clause 21**.

20.4 Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to behave in the ways described in the Code of Conduct for Victorian Public Sector Employees as issued under section 61 of the *Public Administration Act 2004* or perform to the required standards or expectations of their role.

20.5 Procedural fairness to apply

- (a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- (b) All parties involved in the process will commit to completing it as quickly as practicable.
- (c) Before commencing formal unsatisfactory work performance processes, the Employer must:
 - (i) tell the Employee the purpose of the meeting;
 - (ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in **clause 20.9**;

(iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and

(iv) allow the Employee the opportunity to provide details of any mitigating circumstances.

(d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 20**.

20.6 Employee representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process.

20.7 Prior to commencing the process

Prior to commencing the formal unsatisfactory work performance process, the Employer must:

(a) consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and

(b) have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Employer and Employee agree that the Employee is not capable of meeting the required level of performance the Employer may transfer the Employee to a suitable alternative position where reasonably practicable.

20.8 Commencing the formal unsatisfactory work performance process

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to formally manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

(a) increased supervision;

(b) changes to the Employee's performance plan;

(c) mentoring;

(d) training and professional development;

(e) increased feedback;

(f) coaching; and

(g) performance improvement plan.

20.9 First stage – formal counselling

(a) The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:

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- (i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;
 - (ii) outline the standard required of the Employee;
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (b) The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- (c) A record of the formal counselling session will be placed on the Employee's personnel file.
- (d) The formal counselling record must indicate:
 - (i) the standard expected of the Employee;
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 20.9(a)(iv)** the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

20.10 Second stage – formal written warning

- (a) The Employee will be given a formal written warning by the Employer, if:
 - (i) the Employee's performance has not improved within the reasonable period following formal counselling in accordance with **clause 20.9(a)(iv)**; and/or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance;
 - (ii) outline the standard required of the Employee; and

- (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
 - (c) The formal written warning must indicate:
 - (i) the standard expected of the Employee;
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
 - (d) The written warning will be placed on the Employee's personnel file.
 - (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 20.10(b)(iv)**, the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
 - (f) A copy of this notification will be placed on the Employee's personnel file.

20.11 Third stage – final warning

- (a) The Employee will be given a final written warning by the Employer if:
 - (i) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning in accordance with **clause 20.10(b)(iv)**; and/or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance;
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) provide the Employee with an opportunity to improve within a reasonable timeframe.
- (c) The final written warning must indicate:
 - (i) the standard expected of the Employee;

- (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (d) The final written warning will be placed on the Employee's personnel file.
- (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in **clause 20.11(b)(iv)**, the Employer will notify the Employee that:
- (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (f) A copy of this notification will be placed on the Employee's personnel file.

20.12 Determination of unsatisfactory work performance outcome

- (a) In the event that the Employee's performance has not improved within the reasonable time period following the process set out in **clauses 20.9 and 20.10** and on receipt by the Employee of the final written warning in accordance with **clause 20.11**, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.
- (b) After considering the Employee's performance and response (including any failure to respond in accordance with **clause 20.12(a)**), the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.
- (c) The possible outcomes are:
- (i) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range; or
 - (ii) termination of the Employee's employment.
- (d) The Employer will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

20.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 12** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 20.5** has been complied with in the Employer coming to a decision):

- (a) a record of formal counselling;

- (b) a formal written warning;
- (c) a final written warning;
- (d) a notification given to the Employee pursuant to **clauses 20.9(e), 20.10(e) or 20.11(e)**; or
- (e) a record of unsatisfactory work performance outcome.

21. Management of Misconduct

21.1 The purpose of this clause is to:

- (a) establish procedures for managing misconduct or alleged misconduct of an Employee;
- (b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
- (c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- (d) manage the Employee's performance in accordance with this **clause 21** instead of **clause 20** where the Employer determines that it would be more appropriate.

21.2 Application

- (a) Subject to applicable Victorian and federal legislation, action taken by the Employer in relation to misconduct will be consistent with this clause.
- (b) This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

21.3 Meaning of misconduct

For the purposes of this clause, misconduct includes:

- (a) a contravention of a provision of the *Public Administration Act 2004* (Vic), the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
- (b) improper conduct in an official capacity;
- (c) a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;
- (d) an Employee making improper use of his or her position for personal gain; or
- (e) an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the VPS or the public sector.

21.4 Referred matters under clause 20

Any matters that have arisen under the management of unsatisfactory work performance process in **clause 20** may be considered in the misconduct process pursuant to this **clause 21**.

21.5 Employee representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the misconduct process.

21.6 Procedural fairness to apply

- (a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- (b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- (c) The Employer will:
 - (i) advise the Employee of the purpose of any meetings;
 - (ii) provide the Employee with a copy of the formal process to be followed;
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this **clause 21**.

21.7 Directions

- (a) Where Employee misconduct is alleged, the Employer may do any of the following:
 - (i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with **clause 21.10**;
 - (ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with **clause 21.10**;
 - (iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work;
 - (iv) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
 - (v) suspend the Employee with pay.
- (b) In the event that the Employer suspends the Employee with pay under **clause 21.7(a)(v)**, the Employer will:

- (i) review this decision no later than a date which is four weeks after the commencement of the suspension; and
 - (ii) confirm whether the suspension is to continue or is no longer necessary.
- (c) The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this **clause 21**.

21.8 Advising the employee

- (a) As soon as practicable after an allegation of misconduct has been made and the Employer has determined in accordance with **clause 21.7(a)(i)** or **clause 21.7(a)(ii)** that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.
- (b) The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

21.9 Admissions by Employee

- (a) The Employee may at any stage elect to admit the alleged misconduct.
- (b) If the Employee admits the alleged misconduct, the Employer may:
 - (i) determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or
 - (ii) may proceed immediately to the determination of the misconduct **clause 21.12** by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with **clause 21.11**.

21.10 Investigation of alleged misconduct

- (a) Where an investigation is required, the Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.
- (b) The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- (c) The investigation may include:
 - (i) collecting any relevant materials;
 - (ii) speaking with the Employee;
 - (iii) speaking with any relevant witnesses;
 - (iv) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;

- (v) seeking an explanation from the Employee; and
 - (vi) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.
- (d) In relation to each allegation of misconduct, the investigator will make findings as to whether:
- (i) the allegation is substantiated; or
 - (ii) the allegation is not substantiated.
- (e) Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the Employer, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- (f) Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome.

21.11 Opportunity for response by Employee

- (a) As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.
- (b) The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

21.12 Determination of discipline outcome

- (a) The Employer will consider:
- (i) the findings of the investigator; and
 - (ii) any recommendations as to the appropriate disciplinary outcome; and
 - (iii) any response of the Employee (including any admission of misconduct under **clause 21.9**); and
 - (iv) any prior disciplinary outcomes,
- and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.
- (b) The possible discipline outcomes are:
- (i) no action;
 - (ii) performance management;
 - (iii) formal counselling;
 - (iv) formal warning;

- (v) final warning;
 - (vi) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:
 - Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee with or without their agreement to a different work location;
 - Where the disciplinary outcome includes a transfer of the Employee to a different work location, this will not preclude the Employee from being entitled to payment of any applicable relocation allowance in accordance under **clause 32.10**;
 - (vii) transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with **clause 32.10**); or
 - (viii) termination of employment.
- (c) The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

21.13 Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Employer must advise that Employee that the allegation has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

21.14 Disputes

Any dispute arising under this clause may only be dealt with in accordance with **clause 12** (Resolution of Disputes) when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether **clause 21.6** has been complied with in the Employer coming to a decision):

- (a) a record of formal counselling;
- (b) a formal written warning;
- (c) a final written warning; or
- (d) a record of discipline outcome.

21.15 Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this **clause 21** is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this **clause 21** but the Employer may exercise its discretion to do so.

Part 4 Salary and Related Matters

22. Application

22.1 Classification and progression arrangements are set out in **clauses 23** and **24** of this Agreement, subject to the following:

- (a) **Clause 23** does not apply to Employees covered by **Schedule D - Non-VPS Aligned Adaptive Structures** (Child Protection Practitioner stream, Children, Youth and Families stream, Youth Justice Workers, Forensic Officers and Ministerial Chauffeurs) as set out at **clause 25**;
- (b) **Clause 24** does not apply to Ministerial Chauffeurs;
- (c) **Clause 24**, with the exception of **clause 24.2**, does not apply to Forensic Officers.

23. Classifications and Salaries – VPS and VPS aligned adaptive structures

23.1 Positions will be classified within the VPS Structure, or the following adaptive classification structures aligned to it, based on work value:

- (a) Legal Officer
- (b) Allied Health
- (c) Science
- (d) Custodial Officer
- (e) Housing Services Officer
- (f) Housing Customer Services Officer
- (g) Court Registrar
- (h) Sheriff's Officer
- (i) Community Corrections Practitioner (Community Corrections Officer structure applies until 30 June 2016)
- (j) Fisheries Officer
- (k) Police Custody Officer

23.2 Classifications are divided into Grades and Value Ranges.

23.3 Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Classification and Value Range Standard Descriptors at **Schedule E** to this Agreement. **Clause 23.6** deals with the arrangements for the use of the VPS 1 classification.

23.4 Movement Between Value Ranges

- (a) Employees and/or positions can move between Value Ranges.
- (b) Movement between the Value Ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors at **Schedule E** to this Agreement.

23.5 Classification and Salary on Appointment

- (a) Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Classification and Value Range Standard Descriptors at **Schedule E** to this Agreement.
- (b) **Qualifications**
 - (i) Qualification related salary minimums apply to Fisheries Officers, Community Corrections Practitioners (Community Corrections Officer structure applies until 30 June 2016), Court Registrars, Sheriff’s Officers, Custodial Officers, Legal, Allied Health, Housing Services Officers, Housing Customer Services Officers, and Science occupational categories. These are set out in the table below and may be varied in individual structures.
 - (ii) The qualification related salary minimums for mandatory three and four-year degrees apply to professions that are regulated by law (including professional registration).

Qualification	Salary point
Certificate III (Trade qualification)	VPS salary point 2.1.1
Relevant Degree or Diploma	VPS salary point 2.1.5
Certificate IV	VPS salary point 2.1.7
Mandatory 3-year degree.	VPS salary point 2.2.2
Mandatory 4-year degree	VPS salary point 2.2.4

- (c) In determining whether to recruit an Employee above the base salary point of the relevant Value Range, the Employer will have regard to the following matters:
 - (i) an assessment of whether the existing remuneration of the individual would require paying above the base;
 - (ii) for Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and
 - (iii) the gender equity effects of appointments.

- (d) The gender equity effects of appointments above the base salary point of the relevant Value Range will be monitored by the Victorian Public Service Commission over time.

23.6 VPS 1 Classification

- (a) The parties agree that the VPS 1 classification will become a training grade. Employees classified as VPS 1 when the Agreement commences operation will transition to VPS 2 effective from that date.
- (b) The parties agree to review the Grade 1 classification descriptors within six months of the Agreement being approved by FWC to ensure that the classification standards are appropriate for a training grade.

24. Progression within a Value Range

24.1 Progression Steps and Amounts

- (a) Within each Value Range of Grades 1 to 4 there are progression steps (expressed salary points) as detailed in the table at **Schedule B**.
- (b) Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in the table at **Schedule B**. The progression amounts are expressed in terms of dollars and are common to all Employees within a given Grade/Value Range.
- (c) Progression steps or amounts within Value Ranges are not points of defined work value. Progression within the salary structure will not be automatic, consistent with wage fixing principles.
- (d) Progression between progression steps or amounts will occur when an Employee is assessed at his or her annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.

24.2 Top of Grade or Value Range payment

- (a) An Employee at the top of their Grade or Value Range will receive a top of Grade or Value Range payment where the Employee is assessed at their annual performance review as meeting the “progression criteria” outlined in the Employee’s performance plan.
- (b) The top of Grade or Value Range payment will be equal to one per cent of the Employee’s salary as at 30 June of the relevant performance cycle.
- (c) Top of Grade or Value Range payments will commence from the 2016/17 performance cycle.

24.3 Performance Cycle and Review

- (a) The performance cycle is twelve months (1 July to 30 June).
- (b) All Employees must participate in the performance development and review process, including in the development of performance plans and conduct of performance discussions and reviews.

- (c) The “progression criteria” are to be agreed with each Employee at the start of the performance cycle or upon the Employee’s commencement in a role. The “progression criteria” may be adjusted by agreement during the performance cycle.
- (d) The “progression criteria” for an individual Employee are to be developed using the performance standards outlined in **clause 24.4** (Performance Standards).
- (e) All Employees can expect informal and formal feedback about their performance throughout the performance cycle with their supervisor or manager.
- (f) A performance review is undertaken at the end of each performance cycle. The Employee’s performance against the “progression criteria” is assessed by their supervisor or manager at that time. Employees must meet all of the elements of their individual performance plan to be eligible for progression or a top of Grade or Value Range payment.
- (g) An Employee will be eligible to access progression or a top of Grade or Value Range payment, if the Employee has been in his or her role for 3 months or more, except in the following circumstances:
 - (i) the Employee has been appointed on probation under **clause 15.4** and has been in his or her role for less than 6 months at the time the performance review is undertaken;
 - (ii) the Employee has been appointed to a role with a new Employer and has been in his or her role for less than 6 months at the time the performance review is undertaken;
 - (iii) the Employee has completed a formal underperformance process or subject to one under **clause 20** at 30 June;
 - (iv) the Employee is subject to proven misconduct as per **clause 21** during the course of the performance cycle; or
 - (v) subject to the terms of **clause 8.9** of **Schedule C** for Community Corrections Practitioners.
- (h) **Higher duties - Progression payments**
 - (i) Where an Employee has been acting in a higher position for a period of twelve months, the Employee will be eligible for consideration of progression or a top of Grade or Value Range payment for continued performance of the higher duties beyond 12 months.
 - (ii) In the event an eligible Employee acting in a higher position is progressed to the next progression step/ amount in that higher position, on returning to their substantive position they will be deemed to have progressed to the next progression step/ amount within their substantive Grade (if applicable).

24.4 Performance Standards

- (a) The performance standards detailed below may be weighted and combined, appropriate to the role, to make up an individual Employee's "progression criteria".
- (b) Performance standards for all Grades are as follows:
 - (i) achieving the performance targets;
 - (ii) demonstrating public sector values and behaviours; and
 - (iii) applying learning and development.
- (c) Management should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to meet their performance standard.
- (d) An Employee will not be disadvantaged where learning and development opportunities are not available. It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grades 1 to 4 will achieve the objectives and should move through the salary points. This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.
- (e) Central to progression is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

25. Classifications and Salaries – Non-VPS Aligned

25.1 Special arrangements are set out in **Schedule D** to this Agreement in relation to the following occupational groups that have classification arrangements that are different to the main VPS classification system as set out in this **Part 4**:

- (a) Child Protection Practitioner (CPP) stream;
- (b) Children, Youth and Families (CYF) stream;
- (c) Youth Justice Workers;
- (d) Forensic Officers;

(e) Ministerial Chauffeurs.

25.2 Employees will be employed within one of these Grades based on work requirements in accordance with the corresponding Grade and Classification Descriptors set out in **Schedule E** to this Agreement.

26. Salary Increases

26.1 Salary Increases

(a) Employees employed by the Employer at or after the date of commencement of this Agreement will receive the following salary increases:

Date of Effect	Percentage Increase
1 January 2016	1.75%
1 July 2016	1.50%
1 January 2017	1.75%
1 July 2017	1.50%
1 January 2018	1.75%
1 July 2018	1.50%
1 January 2019	1.75%
1 July 2019	1.50%

(b) The salary increases outlined in **clause 26.1** are to apply to the salary ranges set out in **Schedule B** and the Non-VPS Aligned Classification Structures set out in **Schedule D**.

26.2 Increases to salary caps for certain entitlements

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at date of commencement of this Agreement will be increased by the same increases and from the same operative dates as provided for in **clause 26.1**.

26.3 Allowance adjustment

(a) All work and condition allowances in this Agreement will be increased by the same increases and from the same operative dates as provided for in **clause 26.1**.

(b) An exception to this are the entitlements provided in **clause 31.2** and **clause 32.10** in **Section I**, **clause 1.17** in **Appendix 6 - Department of Environment, Land, Water and Planning** and **clause 4.5(e)(ii)** in **Appendix 7 - Ministerial Chauffeurs**, which will be increased based on the annual rates listed in the relevant table. These annual rates incorporate both July and January increases for the relevant year.

27. Casual Employees – Loading

Employees employed on a casual basis will receive a loading of 25 per cent in addition to the applicable hourly rate of pay as compensation in lieu of any entitlement to the following benefits:

- (a) public holidays;
- (b) annual leave and annual leave loading;
- (c) paid parental leave;
- (d) paid compassionate leave;
- (e) paid personal/carer's leave;
- (f) jury service;
- (g) defence reserve leave; and
- (h) accident make-up pay.

28. Supported Wage System

The conditions which apply to Employees who, because of a disability, are eligible for a supported wage, are set out in **Schedule F**.

29. Payment of Salaries

- 29.1 Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.
- 29.2 Where a normal payday falls on a Public Holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the Public Holiday.
- 29.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.
- 29.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.
- 29.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994* (Vic) as amended from time to time or any successor to that Act.

30. Salary Packaging

30.1 An Employee may enter into a salary packaging arrangement with his or her Employer using pre-tax salary in respect of superannuation, a novated lease and/or other approved benefits under State or Federal legislation. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

30.2 All costs associated with salary packaging, including the Employer's reasonable administrative costs, are to be met from the salary of the participating Employee.

31. Allowances – Work or Conditions

31.1 General provisions

Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance as set out in this clause.

31.2 First aid allowance

(a) Where an Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to perform first aid duties:

- (i) the Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification;
- (ii) the Employee will be paid an annual allowance payable in fortnightly instalments; and
- (iii) this allowance will be as follows:

Date of Effect	Amount per Annum
1 January 2016	\$576
1 January 2017	\$595
1 January 2018	\$614
1 January 2019	\$634

(b) The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.

31.3 Higher duties allowance

(a) **When does higher duties allowance apply**

A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position (including a position classified at a higher Value Range) for:

- (i) a period longer than five consecutive working days; or

- (ii) where the Employee works in the higher classified position on a regular and systematic basis.

(b) Level of allowance

The level of the allowance shall be in proportion to the extent of the higher duties performed, and shall be calculated on the base of the Grade or Value Range.

(c) Leave while performing higher duties

Paid leave taken during a higher duties assignment shall be paid inclusive of the allowance, provided the Employee resumes the duties of the higher duties position on his/her return from leave.

31.4 Language allowance

- (a) Where the Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to use their skills in a second language to assist members of the public who have low English proficiency:

- (i) the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and
- (ii) the Employee will be paid an annual allowance payable in fortnightly instalments as follows:

Date of Effect	Language aide accreditation	Paraprofessional interpreter accreditation	Interpreter accreditation or higher
1 January 2016	\$982	\$1,351	\$1,842
1 July 2016	\$997	\$1,371	\$1,870
1 January 2017	\$1,014	\$1,395	\$1,903
1 July 2017	\$1,029	\$1,416	\$1,932
1 January 2018	\$1,047	\$1,441	\$1,966
1 July 2018	\$1,063	\$1,463	\$1,995
1 January 2019	\$1,082	\$1,489	\$2,030
1 July 2019	\$1,098	\$1,511	\$2,060

- (b) The Employer will pay the cost of the NAATI pre-testing workshop.
- (c) The Employer will also meet the cost of the NAATI test, up to two times per Employee per level of accreditation. The Employee must apply annually for renewal of the allowance.

- (d) The Employer will assess the Employee’s renewal application to determine whether the Employer still requires the Employee to perform interpreting duties.

31.5 Stand-by/ recall allowance

- (a) The Employer may require an Employee to be on stand-by outside the ordinary hours of duty of the Employee to perform work away from their usual place or places of work. The Employee may also be required to be recalled to their usual place or places of work.
- (b) The Employer will, in consultation with the Employee, establish a roster for stand-by duty.
- (c) The Employee may refuse to be on stand-by where this may result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to the Employee’s health and safety;
 - (ii) the Employee’s personal circumstances including family responsibilities;
 - (iii) the needs of the workplace
 - (iv) the notice (if any) given by the Employer of the stand-by and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (d) An Employee on stand-by:
 - (i) must be able to be contacted immediately by an agreed means of communication;
 - (ii) must be able to travel to their usual place or places of work within a reasonable time;
 - (iii) will, if required to be recalled to work, be provided by the Employer with appropriate transport or be reimbursed travel expenses in accordance with **clause 32** of this Agreement; and
 - (iv) must be fit for duty.
- (e) The Employer must pay the following allowance for stand-by duty:

Date of Effect	Per night	Per day/night
1 January 2016	\$27.05	\$54.60
1 July 2016	\$27.45	\$55.40
1 January 2017	\$27.95	\$56.35
1 July 2017	\$28.35	\$57.20
1 January 2018	\$28.85	\$58.20

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Date of Effect	Per night	Per day/night
1 July 2018	\$29.30	\$59.05
1 January 2019	\$29.80	\$60.10
1 July 2019	\$30.25	\$61.00

- (f) The above allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further following up.
- (g) All work after the initial limited response to a telephone call or email will be remunerated as overtime in accordance with **clause 36**. Subject to **clause 31.5(h)**, the minimum overtime payment in **clause 36.9** does not apply. Overtime payments will be paid as worked.
- (h) An Employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in **clause 36.9**.
- (i) The stand-by allowance does not apply where stand-by is incorporated into total remuneration or is otherwise compensated.

31.6 Agency specific allowances

Allowances applicable in:

- (a) the Department of Justice and Regulation, are specified in **Appendix 1**;
- (b) the Department of Education and Training, are specified in **Appendix 2**;
- (c) the Environment Protection Authority, are specified in **Appendix 3**;
- (d) the Department of Health and Human Services, are specified in **Appendix 4**;
- (e) the Department of Economic Development, Jobs, Transport and Resources, are specified in **Appendix 5**;
- (f) the Department of Environment Land, Water and Planning, are specified in **Appendix 6**;
- (g) Ministerial Chauffeurs, are specified in **Appendix 7**;
- (h) Victoria Police, are specified in **Appendix 8**;
- (i) the Taxi Services Commission, are specified in **Appendix 9**;
- (j) the Independent Broad-based Anti-Corruption Commission, are specified in **Appendix 10**;
- (k) Court Services Victoria, are specified in **Appendix 11**;
- (l) the Office of the Governor, are specified in **Appendix 12**;
- (m) the Victorian Commission for Gambling and Liquor Regulation, are specified in **Appendix 13**; and

- (n) the Game Management Authority, are specified in **Appendix 14**.

32. Reimbursement of Expenses

32.1 General provisions

- (a) The Employer will reimburse the Employee for his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
- (b) The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.
- (c) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

32.2 Allowable expenses

Allowable expenses include:

- (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
- (b) expenses incurred in using private mobile and home phones in accordance with **clause 32.3**; and
- (c) expenses incurred in using private vehicles in accordance with **clause 32.4**.

32.3 Private mobile and home phone use

- (a) An Employee required to use his/her private mobile phone or home phone in the course of their employment will be reimbursed for work-related calls under their plan.
- (b) The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.
- (c) Following use, the Employee must submit an itemised statement of the calls made and their cost.

32.4 Private motor vehicle use

- (a) An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.
- (b) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- (c) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

- (d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

32.5 Expense claims

- (a) The Employer may require an Employee to submit to the Employer official receipts substantiating allowable expenses incurred by the Employee as soon as practical after incurring the expense, except where the Employee uses his/her own motor vehicle for work purposes in which case the Employee will submit a declaration in accordance with **clause 32.4(c)**.
- (b) A declaration from the Employee that the expense was incurred may be accepted by the Employer if the official receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if the Employer and the Employee agree that the obtaining of a receipt was impractical.

32.6 The Employer will pay the Employee money owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable but not later than two pay periods after the Employee submits a claim.

32.7 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

32.8 Agency-specific reimbursement arrangements

The reimbursement of meal and travel expenses for Employees in Victoria Police will be in accordance with **clause 1 of Appendix 8**.

32.9 Excess Travelling Time

An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

32.10 Permanent relocation of usual place of work

- (a) Subject to **clause 32.10(d)**, an Employee who is required by the Employer to travel to a new work location as a result of transfer or redeployment, will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.

- (b) The payments in **clause 32.10(c)** will be as follows:

Date of Effect	Payment
1 January 2016	\$1,340
1 January 2017	\$1384
1 January 2018	\$1,429

Date of Effect	Payment
1 January 2019	\$1,475

- (c) The allowance(s) will be paid on the following basis:
- (i) an allowance in accordance with **clause 32.10(b)** for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and
 - (ii) a further equivalent allowance in accordance with **clause 32.10(b)** for each additional 30 minutes or 30 kilometres or part thereof.
- (d) An exception to this is that no such allowance will be paid where the total additional distance to be travelled is ten kilometres or under.

32.11 Residential Relocation principles

Where the Employer considers that 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 promotion or transfer as a result of an advertised vacancy, or redeployment, the Employee will be entitled to:

- (a) up to three days' paid leave associated with the relocation; and
- (b) reimbursement of reasonable expenses associated with the relocation as per **clause 32.12**.

32.12 Reasonable relocation expenses

Relocation expenses include reasonable expenses directly incurred by the Employee and his or her family as a result of:

- (a) the journey to the new location, including meals and accommodation;
- (b) removal, storage and insurance; and
- (c) selling and purchasing of a comparable residence.

33. Superannuation

The Employee, regardless of age, will be offered by the Employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (Cth) (unless they are a member of a Victorian exempt public sector superannuation scheme). The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth).

Part 5 Hours of Work and Related Matters

34. Hours of Work

34.1 The ordinary hours of work for each Employee, except for casual or part-time Employees, will average 76 (exclusive of meal breaks), to be worked over an average of no more than ten days per fortnight.

34.2 This clause does not apply to Shift Workers whose ordinary hours of work are set out in **clause 35** (Shift Work).

34.3 Spread of Hours

(a) Flexible Arrangement of Hours of Work

The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

(b) Arrangement of Hours

(i) The actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the days or hours of duty. Agreement to such alteration shall not be unreasonably withheld, taking into account the personal/ family circumstances of the Employee, and the work requirements of the Employer. Disputes over the operation of this clause will be dealt with under **clause 12** (Resolution of Disputes).

(ii) The Employer must not require an Employee to:

- perform ordinary hours of work outside the times of 7.00am to 7.00pm on any weekday (the "span of hours"); or
- perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

(iii) In determining the days and hours of duty, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

34.4 Agency-specific hours of work arrangements

The ordinary hours of work for Employees engaged as Ministerial Chauffeurs are specified at **Appendix 7**.

35. Shift Work

35.1 What is Shift Work

- (a) Shift Work is when an Employee is required to perform rostered ordinary hours of work averaging 76 hours per fortnight, except for Custodial Officers in the Custodial Officers Structure whose ordinary hours of work may be up to 80 hours averaged per fortnight over a roster cycle, subject to **clause 3 of Appendix 1**. Ordinary hours of work must include as part of a regular pattern or regular roster cycle:
- (i) a Saturday; or
 - (ii) a Sunday; or
 - (iii) a Public Holiday, or
 - (iv) an afternoon/night shift.
- (b) For the purpose of this **clause 35**:
- (i) Afternoon shift for other than a part-time shift Employee in **clause 35.1(b)(iii)** means a period of duty rostered to commence on or after 10.00am and before 8.00pm;
 - (ii) Night shift for other than a part-time shift Employee in **clause 35.1(b)(iii)** means a period of duty rostered to commence on or after 8.00pm and before 6.00am;
 - (iii) Afternoon or Night shift for a part-time Employee means a period of duty rostered to commence on or after 6.00pm and before 8.00am.
- (c) **Agency-specific rostering arrangements**
- Rostering arrangements for Shift Workers employed in:
- (i) the Victorian Commission for Gambling and Liquor Regulation, are specified in **clause 3 of Appendix 13**;
 - (ii) Child Protection Practitioners [Child Protection Practitioners (CPP) stream and Children Youth and Families (CYF) stream] and Youth Justice Workers in the Department of Health and Human Services are specified in **clauses 15 and 20 of Appendix 4**.

35.2 Shift allowances

- (a) The following shift allowances will be paid to a Shift Worker:

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Afternoon shift - Monday to Friday – Full-time employee	Commence on or after 10:00am and before 8:00pm	15%	115%

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Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Night shift - Monday to Friday – Full-time employee	Commence on or after 8:00pm and before 6:00am	15%	115%
Afternoon or night shift - Monday to Friday – Part time employee	Commence on or after 6:00pm and before 8:00am	15%	115%
Saturday	All hours on Saturday	50%	150%
Sunday	All hours on Sunday	100%	200%
Public holiday	All hours on a public holiday	150% Or 50% plus one day leave in lieu	250%; Or 150% plus one day leave in lieu

- (b) The continuous shift period allowances set out below will apply where the Employee is required to perform such duty continuously for a period exceeding four weeks. These allowances will not apply where, but for mutual agreement, the Shift Worker would be required to work rotating shift duty.

Shift	Period	Allowance	Overall rate (% of ordinary hourly rate)
Monday to Friday - Afternoon or night	Commence before 8:00pm and work beyond 6:00am	30%	130%
Monday to Friday - Afternoon or night	Between 8:00pm and 6:00am	30%	130%
Monday to Friday - Afternoon or night	Commence between 8:00pm and 12 midnight for shift of at least 8 hours	30%	130%

- (c) The shift allowances set out in this clause do not apply where an Employee receives shift allowances in accordance with **clause 35.3**.
- (d) For the purpose of computing shift allowances, a shift that finishes on the day after it commenced will be paid at the shift allowance applicable for the day upon which the majority of the Shift Work is worked.

35.3 Agency-specific shift allowances

Shift allowances for Shift Workers employed:

- (a) in the Department of Health and Human Services, are specified at **clause 10** of **Appendix 4**; and
- (b) .in the Victorian Commission for Gambling and Liquor Regulation, are specified at **clause 3** of **Appendix 13**.

35.4 Substitute leave for Public Holidays

- (a) Where the nature of the employment of Shift Workers does not permit the observance of Public Holidays as they occur, substituted leave will be granted by the Employer. For part-time Shift Workers, payment for a Public Holiday granted as a day's leave will be made only in respect of those Public Holidays on which the part-time Shift Workers would have worked had there been no Public Holiday.
- (b) A Shift Worker who is rostered to perform ordinary duty on a Public Holiday but who is on paid leave on that day will be granted one day's leave in lieu of the Public Holiday.
- (c) A Shift Worker whose rostered day off duty falls on a Public Holiday will be granted one day's leave in lieu of such holiday.
- (d) A Shift Worker may, with the agreement of the Employer, receive payment in lieu for any substituted leave accrued in accordance with **clause 35.4**.
- (e) The Employer may authorise payment in lieu of additional substituted leave in extenuating circumstances or to reduce the outstanding balance of accruals of leave owing to Shift Workers. In either case payment in lieu of leave may only occur with the agreement of the Employer and relevant Shift Worker.

36. Overtime

36.1 Overtime means the hours worked at the direction of the Employer, which are:

- (a) in addition to an Employee's ordinary daily hours of work on any day established in accordance with **clause 34**; or
- (b) for Shift Workers, in addition to a Shift Worker's rostered ordinary hours of work, as defined by **clause 35.1**.

36.2 **Clause 36** does not apply to:

- (a) Employees in the Department of Economic Development, Jobs, Transport and Resources, who are covered by **Appendix 5**. Overtime arrangements for these employees are detailed in **Part 1** and **Part 2** of **Appendix 5**;
- (b) Employees in the Department of Environment, Land, Water and Planning. Overtime arrangements for these employees are detailed in **Appendix 6**;
- (c) Employees of the Game Management Authority. Overtime arrangements for these employees are detailed in **Appendix 14**.

36.3 Reasonable Hours of Work

- (a) Subject to **clause 36.3(b)** an Employer may require an Employee to work reasonable overtime at overtime rates.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including family responsibilities;
 - (iii) the needs of the workplace;
 - (iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

36.4 Requirement to pay overtime

- (a) An Employee who works overtime must be paid at the appropriate overtime rate specified in **clause 36.6**. Exceptions are provided at **clause 36.5**.
- (b) An Employee may request that time be granted in lieu of payment. If the Employer agrees, time in lieu of payment will accrue at the rate specified in **clause 36.7**.

36.5 Exceptions

Clause 36.4 does not apply to Employees:

- (a) classified as Grade 5 or higher; or
- (b) classified at the nearest equivalent salary level to Grade 5 in any adaptive classification structures; or
- (c) who are part-time Employees working less than 38 hours a week, who are not Shift Workers and are subject to overtime conditions contained in **clause 36.10**; or
- (d) subject to different Agency-specific overtime conditions (see **clause 36.13**); or
- (e) where overtime compensation is incorporated into total remuneration or a commuted overtime allowance is paid (as per **Appendices 1, 2, 4, 5, 7, 8, 10, 12, 13 and 14**).

36.6 Overtime – Rates of payment

- (a) Where an Employee is paid for overtime work pursuant to **clause 36.4** the following overtime rates will be paid:

For overtime work on	Overtime rate (% of ordinary hourly rate)
Monday to Saturday – first three hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - in all cases except public holidays	200%
Public holiday or substituted day	250%

- (b) The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee’s salary or the highest pay point within Grade 3, Value Range 1.

36.7 Overtime – Rate of accrual for time in lieu of payment

Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:

- (a) in the case of overtime worked Monday to Friday – on an hour for hour basis; and
- (b) in the case of overtime worked on weekends or Public Holidays – two hours of time in lieu per hour worked.

36.8 How does time in lieu apply

- (a) Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.
- (b) Time in lieu may accumulate to a maximum of 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). Any Employee who has accumulated 38 hours of time in lieu (or 40 hours of time in lieu if the Employee’s ordinary hours of duty average 80 hours per fortnight) must be paid overtime for any additional overtime hours worked.
- (c) By agreement, the Employee may convert 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) of accrued time in lieu to one additional week of converted leave, to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. Any converted leave under this clause must be used within 12 months of the conversion date or will be paid out. By agreement, all or any part of the accumulated converted leave may be paid out at any time within 12 months of the conversion date.
- (d) Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

36.9 Overtime – minimum period

- (a) Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are either recalled to duty or on stand-alone overtime.

- (b) An exception is Custodial Officers in Corrections Victoria, who must be paid (unless time in lieu is agreed) for a minimum of four hours when they are either recalled to duty or on stand-alone overtime.

36.10 Overtime – staff working less than 38 hours a week

- (a) A part-time Employee, other than a Shift Worker, must be compensated for overtime in accordance with **clause 36.4** for work performed:
 - (i) after 38 hours has been worked in any week; or
 - (ii) outside the span of hours in **clause 34**.
- (b) Additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in **clause 34**, will be compensated at the Employee’s ordinary rate. Additional hours compensated at the part-time Employee’s ordinary rate will count as service for leave accrual.
- (c) In the Department of Health and Human Services Rural After Hours Child Protection Service, compensation for overtime worked by part-time Employees who are recalled to duty when on stand-by in accordance with **clause 8.2** of **Appendix 4** without needing to meet the requirements of **clauses 36.10(a)** and **36.10(b)**.

36.11 Overtime Meal Payment

- (a) An Employee will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime which:
 - (i) is immediately before or after a scheduled period of ordinary duty and is more than two hours in duration; or
 - (ii) is a stand-alone period of overtime that is four hours or more in duration.
- (b) The overtime meal payment payable to an Employee is set out below:

Date of Effect	Overtime Meal Payment
1 January 2016	\$19.15
1 July 2016	\$19.45
1 January 2017	\$19.80
1 July 2017	\$20.10
1 January 2018	\$20.45
1 July 2018	\$20.75
1 January 2019	\$21.10
1 July 2019	\$21.40

- (c) The overtime meal payment is not payable where the Employer provides a meal.

36.12 Rest Period After Overtime

- (a) Except in an emergency, an Employee must not be required to perform:

- (i) a further period of overtime duty; or
- (ii) a period of ordinary duty; or
- (iii) a further period of scheduled stand-by duty

where:

- either the Employee has not been provided with an eight hour rest period between the time of completion of one period of duty and the commencement of the next; or
 - the Employee has not been provided with an eight hour rest period within the preceding 24 hours from the time of the commencement of the stand-by duty.
- (b) The Employer must not make a deduction from normal salary where an Employee is released from normal duty to enable the Employee to observe a rest break set out above.
- (c) An Employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime compensation in accordance with this Agreement for all time worked until a rest period of at least eight hours continuous duration is taken.

36.13 Agency-Specific Overtime Arrangements

Agency-specific overtime arrangements in relation to:

- (a) The Sheriff's Office in the Department of Justice and Regulation, are specified at **Appendix 1**;
- (b) Rest period after working overtime for Employees in the Department of Health and Human Services After Hours Child Protection Service, are specified in **clause 9 of Appendix 4**;
- (c) Youth Justice Workers in the Department of Health and Human Services, are specified at **clause 20 of Appendix 4**;
- (d) Overtime – calculation formulae for Child Protection Practitioners (CPP) and Children, Youth and Family (CYF), are specified at **clause 11 of Appendix 4** (clause **36.6(b)** does not apply).
- (e) Child, Youth and Family (CYF) workers in Secure Welfare Service in the Department of Health and Human Services are specified at **clause 15 of Appendix 4**.
- (f) Ministerial Chauffeurs are specified at **Appendix 7**; and

- (g) Independent Broad-based Anti-Corruption Commission are specified at **Appendix 10**.

37. Meal Breaks

- 37.1** The Employer will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number and starting and finishing times of meal breaks will be specified.
- 37.2** Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and the Employer otherwise agree. The length of the meal interval must be at least thirty minutes.
- 37.3** If for operational or emergency reasons the Employee is required to remain on duty, he or she may arrange to take meals during their hours of duty without a specific meal break.
- 37.4** Where agreement cannot be reached as specified in **clause 37.2** and the Employee is required by his or her supervisor to work through their meal break in accordance with **clause 37.3**, time in lieu or payment for overtime will be approved in accordance with this Agreement.
- 37.5** If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

38. Christmas Closedown

- 38.1** The purpose of this clause is to enable the Employer to closedown part or all of its operations from the first working day after Christmas Day to the first working day after New Year's Day (closedown period).
- 38.2** Where the Employer intends to closedown part or all of its operations for the closedown period, the Employer:
- (a) will notify relevant Employees in writing of this intention no later than 1 October of the year in which the closedown is to take place;
 - (b) will request relevant Employees to utilise any accrued time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement; and
 - (c) may require a minimum level of staffing to meet the operational requirements of the workplace.
- 38.3** If there are insufficient expressions of interest from relevant Employees to give effect to the closedown period, the following process will be applied, in order:
- (a) the Employer may direct an Employee who has excessive annual leave (as defined in **clause 41.6(b)(i)**) to take annual leave during the closedown period;
 - (b) the Employer may then direct an Employee with accrued time in lieu or substitute leave to take that leave during the closedown period.

- 38.4** The Employer will provide at least 4 weeks' notice of any direction to take leave, under **clause 38.3**.
- 38.5** Where an Employee has insufficient leave or time in lieu , the Employer may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence. This clause also applies to Employees classified at VPS Grade 5 or higher and the equivalent classifications in an adaptive structure.

39. Childcare

Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

Part 6 Leave of Absence and Public Holidays

40. Leave of Absence – General

40.1 Commuted allowances – Payment during leave

Where commuted allowances apply pursuant to **Section II**, the following provisions shall apply in relation to payment of such allowances during periods of leave:

- (a) Commuted stand-by allowances shall be paid during periods of long service leave, annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year and shall be included for calculation of pay in lieu of long service leave.
- (b) Commuted overtime allowances shall be paid during periods of annual leave and during the first four weeks' personal/carer's leave (including accident compensation leave) taken in aggregate in a calendar year, but shall not be paid during periods of long service leave or included in calculation of pay in lieu of long service leave.

40.2 Standard day for approved leave purposes

For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7.6 hours. Where an alternative arrangement of days and hours is worked leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

40.3 Agency-specific arrangements

Agency-specific arrangements in relation to:

- (a) the payment of commuted allowances during leave in the Sheriff's Office in the Department of Justice and Regulation, are specified at **clause 5 of Appendix 1**;
- (b) leave in the Department of Health and Human Services, are specified at **clause 4 of Appendix 4**.

41. Annual Leave

41.1 Entitlement to annual leave

An Employee, other than a casual Employee, is entitled to four weeks' paid annual leave for each year of employment. The entitlement accrues on a daily basis.

41.2 Entitlement to an additional week of annual leave for Shift Workers

- (a) A Shift Worker whose rostered Shift Work time of ordinary duty includes at least ten Sundays during the annual leave accrual year will be entitled to an additional one week's annual leave.
- (b) A Shift Worker whose rostered Shift Work time of ordinary duty includes less than ten Sundays during the annual leave accrual year will be entitled to

additional leave at the rate of one-tenth of a working week in respect of each Sunday so worked.

- (c) A Shift Worker entitled to an additional week of annual leave may elect to take that fifth week's leave as an additional week's pay in lieu of the additional leave. Where the Shift Worker elects to receive the additional week's salary in lieu of the leave, and the Employer approves that election, the Shift Worker shall be paid one week's salary at his or her ordinary rate of pay. Pro-rata payment would apply if the Shift Worker would not have been entitled to a full week's leave. There is no entitlement to any additional payment in respect of an annual leave allowance where a Shift Worker elects to receive the additional week's salary in lieu of the leave.

41.3 Taking of accrued annual leave

- (a) An Employee may only take the leave they have accrued, unless otherwise provided in this clause or agreed.
- (b) Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they are accrued and at a time convenient to the needs of the Employer and Employee. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave, in accordance with **clause 41.6**.
- (c) An Employee may request that the whole or any the part of their annual leave be taken at half pay for a period equal to twice the period to which Employee would otherwise be entitled.
- (d) The Employer will consider operational requirements and the needs of the Employee when assessing applications for annual leave at half pay. Approval will not be unreasonably withheld.

41.4 Payment whilst on annual leave

- (a) Subject to **clause 41.4(b)**, each Employee who takes annual leave is entitled to be paid in addition to his or her salary the greater of the following two amounts:
 - (i) an annual leave allowance at the rate of 17.5 per cent of the Employee's salary for the period of annual leave including leave credited under **clause 41.2(a)** or **41.2(b)**; or
 - (ii) an annual leave allowance equal to any additional payments to which the Employee would be entitled for shift, Saturday or Sunday duty which the Employee would be required to perform if he or she was not proceeding on annual leave.
- (b) The maximum allowance payable under **clause 41.4(a)** will not exceed an amount calculated in respect of a salary at the top of Grade 4.

41.5 Payment of accrued annual leave entitlement upon termination

An Employee, who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement, will be paid an amount equal to the unused annual leave entitlement and any unpaid annual leave allowance. Any annual leave

allowance payable pursuant to this **clause 41.5** shall be calculated in accordance with **clause 41.4**.

41.6 Excessive Annual Leave Accruals

This clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.

(a) Dealing with annual leave accruals by agreement

Where an Employee's accrued annual leave entitlement has not been taken by the end of the calendar year following the calendar year in which it accrued, the Employer and Employee must genuinely try to agree upon steps that will be taken to reduce or eliminate that leave accrual. This agreement must be attempted before an Employer can direct that leave be taken under **clause 41.6(b)(ii)** or an Employee can give notice of leave to be granted under **clause 41.6(c)(ii)**.

(b) Employer may direct that excessive annual leave be taken

(i) An Employee has an excessive annual leave accrual if:

- the Employee has accrued more than eight weeks' paid annual leave; or
- the Employee is a Shift Worker who is entitled to an additional week of annual leave in accordance with **clause 41.2(a)** and has accrued more than 10 weeks' paid annual leave.

(ii) Where the Employer has an excessive annual leave accrual (and agreement has not been reached under **clause 41.6(a)**), the Employer may give a written direction to the Employee to take a period or periods of paid annual leave. Such a direction must not:

- result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under **clause 41.6(c)(ii)**);
- require the Employee to take any period of leave of less than one week;
- require the Employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
- require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the Employee; or
- be inconsistent with any leave arrangement agreed between the Employer and Employee.

(iii) An Employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given.

- (iv) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (v) If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
- (vi) The Employee must take paid annual leave in accordance with a direction complying with this clause.

(c) Employee may require that leave be granted

- (i) This **clause 41.6(c)** applies if an Employee has had an excessive annual leave accrual for more than six months and the Employer has not given a direction under **clause 41.6(b)(ii)** that will eliminate the Employee's excessive leave accrual.
- (ii) If agreement is not reached under **clause 41.6(a)**, the Employee may give a written notice to the Employer that the Employee wishes to take a period or periods of paid annual leave. Such a notice must not:
 - result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under this clause);
 - provide for the Employee to take any period of leave of less than one week;
 - provide for the Employee to take any period of leave commencing less than eight weeks after the day the notice is given to the Employer;
 - provide for the Employee to take any period of leave commencing more than 12 months after the day the notice is given to the Employer; or
 - be inconsistent with any leave arrangement agreed between the Employer and Employee.
- (iii) The maximum amount of leave that an Employee can give notice of under this clause is:
 - four weeks' leave in any 12 month period; or
 - five weeks' leave in any 12 month period if the Employee is a Shift Worker who is entitled to an additional week of annual leave in accordance with **clause 41.2(a)**.
- (iv) The Employer must grant the Employee paid annual leave in accordance with a notice complying with this clause.

(d) Disputes in relation to the operation of clause 41.6

A dispute in relation to the operation of this clause may be dealt with in accordance with **clause 12** (Resolution of Disputes).

41.7 Agency-specific annual leave arrangements

Accrual of leave by Senior Medical Advisors in the Department of Health and Human Services is specified in **clause 34.2** of **Appendix 4**.

42. Cashing Out of Annual Leave

42.1 Annual leave must not be cashed out except in accordance with this clause.

42.2 The Employer and an Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave provided that the following requirements are met:

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

43. Purchased Leave

43.1 An Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

43.2 An Employee can only make an application under this clause where the Employee does not have an excessive annual leave accrual (as defined in **clause 41.6(b)(i)**).

43.3 Where an Employee, with an excessive annual leave accrual, wishes to make an application under this clause, the extent of the Employee's excessive annual leave accrual and any plans the Employee has to take some or all of their accrued annual leave entitlements in conjunction with any approved purchased leave arrangement,

will be considered by the Employer in assessing the Employee's application for purchased leave.

- 43.4** Where the Employer and an Employee agree on an employment arrangement under **clause 43.1**, the annual salary applicable to an employee relative to the additional leave purchased will be as follows:

Proportion of annual salary applicable under Schedule B	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
44/52 weeks	Additional 8 weeks' leave	12 weeks in total
45/52 weeks	Additional 7 weeks' leave	11 weeks in total
46/52 weeks	Additional 6 weeks' leave	10 weeks in total
47/52 weeks	Additional 5 weeks' leave	9 weeks in total
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

- (a) The above does not preclude an Employee and the Employer from agreeing to a similar type of arrangement that would provide an Employee with additional converted leave of more than eight weeks.
- (b) The Employee will receive a salary equal to the period worked (e.g. 46 weeks, 49 weeks) which will be spread over a 52 week period.
- (c) The accrual of personal/carer's leave and long service leave by the Employee shall remain unchanged.

- 43.5** The Employer will endeavour to accommodate Employee requests for arrangements under this clause subject to operational requirements. Where such requests are granted, the Employer will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

- 43.6** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

44. Infectious Diseases

Upon report by a Registered Medical Practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of

leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

45. Dangerous Medical Conditions

Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, themselves or other persons, the Employer may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a Registered Medical Practitioner. Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any absence under this clause must be taken as personal/carer's leave or leave without pay.

46. Public Holidays

46.1 Where the nature of the employment of Employees permits the observance of Public Holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (c) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
- (d) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
- (e) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

46.2 Department of Health and Human Services – Employee who works Christmas Day, Boxing Day or New Year's Day

- (a) Notwithstanding **clause 46.1**, an Employee in the Department of Health and Human Services, other than a casual Employee, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be:
 - (i) paid at the appropriate holiday rate; and
 - (ii) if such an Employee also works on the substituted day or days, he or she shall be paid at the ordinary time rate on this day or these days.
- (b) If the Employee works on the substituted day and not the declared Public Holiday, the Employee shall receive Public Holiday entitlements for working

the substituted day. The Employee shall only receive the benefit for either the declared Public Holiday or the substituted day contingent on the day worked.

- (c) For the purpose of this **clause 46.2**, “ordinary time” means the amount the Employee would normally receive for working on that particular day, including any Shift Work allowance and/or overtime payment and/or other payment which would normally apply.

46.3 Melbourne Cup Day Substitution

Where, outside the Melbourne Metropolitan area, a Public Holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a Public Holiday in lieu of Melbourne Cup Day.

46.4 Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional or substituted Public Holidays are declared or prescribed on days other than those set out in **clauses 46.1** and **46.3**, those days shall constitute additional or substituted holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional or substituted Public Holiday applies.

46.5 Substitution of Public Holiday

- (a) An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- (b) An Employee may by agreement with his or her Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

47. Personal/ Carer’s Leave

47.1 Amount of paid personal/carer’s leave

- (a) An Employee, other than a casual Employee, is entitled to paid personal/carer’s leave when they are absent because of:
 - (i) personal illness or injury; or
 - (ii) personal illness or injury of an Employee’s immediate family or household member who requires the Employee’s care or support; or
 - (iii) an unexpected emergency affecting an Employee’s immediate family or household member.
- (b) A full time Employee is entitled to paid personal/carer’s leave of 114 hours (120 hours for Employees whose ordinary hours of duty average 80 hours per fortnight). A part-time Employee is entitled to a pro-rata amount of paid personal/carer’s leave based on the part-time Employee’s hours of work.

- (i) Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.
 - (ii) Employees appointed for a fixed-term period will accrue on a pro-rata basis paid personal/carer's leave according to length of their service.
 - (iii) Leave without pay will not count as service for personal/carer's leave accrual purposes.
 - (iv) Unused paid personal/carer's leave accumulates from year to year.
 - (v) Accrued personal/carer's leave will not be paid out on termination of employment.
- (c) In this **clause 47**, the term "immediate family" means:
- (i) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

47.2 Payment for personal/carer's leave

An Employee, other than a casual Employee, who takes paid personal/carer's leave, is entitled to be paid at his or her Salary rate of pay for their ordinary hours of work in the period during which the personal/carer's leave is taken.

47.3 Personal/Carer's leave at half pay

- (a) In exceptional circumstances, an Employee may be granted approval to convert any or all of their accrued paid personal/carer's leave entitlement to half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- (b) Approval of half-pay personal/carer's leave will only be granted in relation to an absence of 4 weeks or more.
- (c) To be eligible for personal/carer's leave at half pay under this clause, the Employee must comply with all notice and documentary evidence requirements stipulated in this clause.

47.4 Notice

An Employee must give his or her Employer notice of the taking of personal/ carer's leave under this clause. The notice:

- (a) must advise the Employer of the period, or expected period, of the leave; and
- (b) must be given to the Employer as soon as practicable, which may be a time after the personal/carer's leave has started.

47.5 Documentary Evidence Requirements

(a) Personal leave

In the case of personal leave, the Employee must provide the Employer with a medical certificate from a Registered Practitioner.

(b) Carer's leave

(i) In the case of carer's leave, the Employee must provide the Employer with appropriate documentary evidence.

(ii) The form of evidence required by the Employer will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or statutory declaration stating that the condition of the person concerned requires the Employee's care or support or other relevant documentary evidence.

(c) Registered Practitioner means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist.

47.6 Exception

(a) An Employee entitled to take personal/carer's leave for the purposes set out in **clause 47.1(a)** may, subject to **clauses 47.6(b)** and **47.6(d)**, take up to an aggregate of 38 hours (40 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or equivalent pro-rata amount accrued personal/carer's leave in each year of employment without having to provide the Employer with the documentary evidence required by **clause 47.5**.

(b) If the period of absence referred to in **clause 47.6(a)** is for a continuous period exceeding 22.8 hours (24 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), the Employee must provide appropriate documentary evidence to the Employer as set out in **clause 47.5**.

(c) Where an Employee cannot reasonably provide documentary evidence from a Registered Practitioner, the Employee may provide a statutory declaration. The statutory declaration must include information as to why the Employee was unable to attend a Registered Practitioner and the reason why they were unable to attend work. A statutory declaration can only be used for single day absences, on no more than three occasions.

(d) Despite **clause 47.6(a)**, the Employee may be required to provide appropriate documentary evidence as required by the Employer in accordance with **clause 47.5**.

47.7 Further documentary evidence

(a) The Employer may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners

nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS.

- (b) The Employer may require that an Employee provide further documentary evidence to the satisfaction of the Employer where an Employee has been on carer's leave for at least two weeks including evidence stating that the condition of the person concerned requires the continued care or support of the Employee.

47.8 Documentary evidence to facilitate return to work

Where the Employee has been on personal leave for at least six weeks the Employer may request that the Employee obtain other documentary evidence from the Employee's treating Registered Practitioner for the purposes of determining when the Employee can return to work and any reasonable adjustments that may be necessary in the workplace.

47.9 Employee's incapacity to undertake duties

If the Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical report from an independent Registered Practitioner. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer. The nominated Registered Practitioners will not include a Registered Practitioner employed by the Employer in the VPS.

47.10 Failure to provide relevant documentary evidence

Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave.

47.11 Absence on Public Holidays

- (a) If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that Public Holiday.
- (b) Despite **clause 47.11(a)**, a Shift Worker credited with substitute leave in accordance with **clause 35.4** who is rostered to perform ordinary duty on a Public Holiday and who takes paid personal/carer's leave on that day or part of that day, will be taken to be on paid personal/carer's leave.

47.12 Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Employer, take unpaid personal leave. The Employer will require that the Employee provide documentary evidence to support the unpaid personal leave to the satisfaction of the Employer.

47.13 Unpaid carer's leave

- (a) An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in **clauses 47.1(a)(ii)** or **47.1(a)(iii)** providing the Employee complies

with the notice and evidence requirements outlined in **clause 47.5(b)**. The Employer and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take up to two days unpaid carer's leave per occasion.

- (b) Alternatively, the Employee may, with the consent of the Employer, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

47.14 Casual Employees – Caring responsibilities

- (a) Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The Employer and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for up to two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.
- (c) A casual Employee must comply with the notice and evidence requirements outlined in this **clause 47**.

48. Family Violence Leave

48.1 General Principle

- (a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

48.2 Definition of Family Violence

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

48.3 Eligibility

- (a) Leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

48.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with **clause 48.5** and **clause 48.6**.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

48.5 Leave

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with **clause 48.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

48.6 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will

approve 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 should be 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 shall include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

49. Military Service Sick Leave

49.1 Where the Employer is satisfied that an illness of an Employee with at least six months paid continuous service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986* (Cth), including:

- (a) operational service; or
- (b) peacekeeping service; or
- (c) hazardous service,

the Employee will be credited with 114 hours special leave with pay for each year of service with the VPS from the conclusion of the Employee's operational, peacekeeping or hazardous service.

49.2 Leave under this clause will be cumulative to a maximum of 760 hours.

49.3 This leave is in addition to personal leave under **clause 47**.

49.4 The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner as specified in **clause 47.5(a)**.

49.5 For each period of special leave taken, the Employee must comply with the notice and evidence requirements outlined in **clause 47**.

50. Compassionate Leave

50.1 Definition

In this clause the Employee's immediate family means:

- (a) the Employee's spouse (including the Employee's former spouse, de facto partner and former de facto partner). A de facto partner means a person who, although not legally married to the Employee, lives with the Employee as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) a child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

50.2 Amount of compassionate leave

- (a) An Employee, other than a casual Employee, is entitled to up to three days paid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies,each of which constitutes a permissible occasion for the purposes of this **clause 50**.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury referred to in **clause 50.2(a)**; or
 - (ii) after the death of a member of the Employee's immediate family or household referred to in **clause 50.2(a)**.
- (c) An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.
- (d) Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

50.3 Payment for Compassionate Leave (other than for casual Employees)

An Employee, other than a casual Employee, who takes paid compassionate leave, is entitled to be paid at his or her salary for ordinary hours of work in the period in which the compassionate leave is taken.

50.4 Unpaid Compassionate Leave

- (a) An Employee, including a casual Employee may take unpaid compassionate leave by agreement with the Employer.
- (b) In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted paid and unpaid leave in relation to the death of a member of their immediate family or extended family in accordance with **clause 53.4**.

50.5 Notice and Evidence Requirements

- (a) An Employee who is taking compassionate leave under this clause must give notice to the Employer “as soon as practicable” (which may be at a time after the compassionate leave has started) and must advise the Employer of the period, or expected period, of the compassionate leave.
- (b) An Employee must provide the Employer with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner (as that term is defined in **clause 47.5(c)**), a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of the Employer.
- (c) The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.

51. Parental Leave

51.1 Application

Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if:

- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee’s Spouse; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have a responsibility for the care of the child.

51.2 Definitions

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual Employee:
 - (i) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - (i) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

- (b) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in **clause 51.2(g)**).
- (c) **Child** means:
- (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- (g) **Recognised Prior Service** means any service where the Employee was employed:
- (i) by a public entity under the *Public Administration Act 2004* (Vic);
 - (ii) under Part 6 of the *Public Administration Act 2004* (Vic); or
 - (iii) as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic);
- immediately prior to the Employee's employment with the Employer.

51.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table.

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

51.4 Parental Leave – Primary Caregiver

- (a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 14 weeks paid parental leave; and
 - (ii) up to 38 weeks unpaid parental leave.
- (b) An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

- (d) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
 - (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
 - (iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- (e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

51.5 Parental Leave – Secondary Caregiver

- (a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 2 weeks paid parental leave; and
 - (ii) up to 50 weeks unpaid parental leave.
- (b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- (d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

51.6 Pre-Natal Leave

- (a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- (b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

- (c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- (d) Paid pre-natal leave is not available to casual Employees.

51.7 Pre-adoption leave

- (a) An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- (b) The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.
- (c) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- (d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

51.8 Permanent Care Leave

If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed with the Employer.

51.9 Grandparent Leave

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

51.10 Continuing to work while pregnant

- (a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
 - (i) continues to work within a six week period immediately prior to the expected date of birth of the child; or
 - (ii) is on paid leave under **clause 51.12(b)**.
- (b) The Employer may require the Employee to start parental leave if the Employee:
 - (i) does not give the Employer the requested certificate within seven days of the request; or
 - (ii) gives the Employer a medical certificate stating that the Employee is unfit to work.

51.11 Personal/Carer's Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with **clause 47**.

51.12 Transfer to a Safe Job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- (b) If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - (i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

51.13 Special Parental Leave

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carers' leave entitlements in accordance with **clause 47**;
- (b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under **clause 51.3** and thereafter, to unpaid special maternity leave.

51.14 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

- (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in **clause 51.14(a)**, unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

51.15 Commencement of parental leave

- (a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.
- (b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- (c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- (d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- (e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

51.16 Single period of parental leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

51.17 Employee Couple – Concurrent Leave

- (a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.
- (b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
- (c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

51.18 Parental Leave and Other Entitlements

- (a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under **clause 51.20(b)**.
- (b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- (c) Unpaid parental leave under **clauses 51.4, 51.5, 51.20** and **51.22** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

51.19 Keeping in touch days

- (a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the *Fair Work Act 2009*.

51.20 Extending parental leave

(a) Extending the initial period of parental leave

- (i) An Employee, who is on an initial period of parental leave of less than 52 weeks under **clause 51.4** or **51.5**, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- (ii) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) Right to request an extension to parental leave

- (i) An Employee who is on parental leave under **clause 51.4** or **51.5** may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
- (ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of

parental leave that the other member of the Employee couple will have taken in relation to the Child.

- (iii) The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
- (iv) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (v) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
- (vi) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

(c) Total period of parental leave

- (i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under **clause 51.4** or **51.5** will reduce by the period of any extension taken by a member of the couple under **clause 51.20**.

51.21 Calculation of pay for the purposes of parental leave

- (a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.
- (b) The average number of weekly hours worked by the Employee, determined in accordance with **clause 51.21(a)** above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.
- (c) Despite **51.21(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.
- (d) **Half Pay**

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

51.22 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

51.23 Returning to Work

(a) Returning to work early

- (i)** During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- (ii)** In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

(b) Returning to work at conclusion of leave

- (i)** At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
- (ii)** Subject to **51.23(b)(iii)**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 51.12** above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (iii)** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(c) Returning to work at a reduced time fraction

- (i)** To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
- (ii)** Where an Employee wishes to make a request under **51.23(c)(i)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

51.24 Consultation and Communication during Parental Leave

- (a)** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 51.24(a)**.

51.25 Extended Family Leave

- (a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.
- (b) The Employee must make an application for Extended Family Leave each year.
- (c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- (d) Upon return to work the Employer may reallocate the Employee to other duties.

51.26 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) The limitation in **clause 15.6** on the use of fixed term employment to replace the Employee does not apply in this case.

51.27 Casual Employees

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

52. Leave to Attend Rehabilitation Program

52.1 An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

- (a) the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;
- (b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
- (c) in the case of an alcohol or drug addiction, a Registered Practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or
- (d) in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

52.2 On production of proof of attendance at an approved rehabilitation program in accordance with **clause 52.1**, an Employee may be granted leave as follows:

- (a) An Employee who has completed two years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

- (b) An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

52.3 For the purpose of this clause, Registered Practitioner has the same meaning as set out in **clause 47.5(c)**.

53. Cultural and Ceremonial Leave

53.1 NAIDOC Week Leave

- (a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

- (b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

53.2 Leave to attend Aboriginal community meetings

The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

53.3 Leave to attend Annual General Meetings of Aboriginal community organisations

The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

53.4 Ceremonial leave

- (a) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
 - (ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- (b) Where ceremonial leave is taken for the purposes outlined in **clause 53.4(a)**, up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- (c) Ceremonial leave granted under this **clause 53.4** is in addition to compassionate leave granted under **clause 50**.

54. Long Service Leave

54.1 Basic Entitlement

An Employee is entitled to 495.6967 hours (three months) long service leave with pay for each period of ten years' paid full-time Continuous Service in the VPS. An Employee who is a part-time Employee for the purposes of **clause 15.5** is entitled to long service leave on a pro rata basis calculated on the number of ordinary hours worked. The entitlement is 521.786 hours for Employees whose ordinary hours of work average 80 hours per fortnight.

54.2 Meaning of Continuous Service for casual Employees

For the purposes of this clause, a reference to Continuous Service in respect of a casual Employee has the same meaning as that set out in section 62A of the *Long Service Leave Act 1992* (Vic).

54.3 Pro-rata access

An Employee is entitled to access their long service leave entitlement, on a pro-rata basis, after an initial seven years of paid Continuous Service.

54.4 Payment of outstanding entitlement on termination

An Employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement will be entitled to an amount equal to the unused long service leave entitlement.

54.5 Holidays During Leave

Where a Public Holiday occurs during a period of long service leave granted to an Employee, the Public Holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

54.6 Eligible Period of Service

- (a) In **clause 54.6** “eligible period of service” in relation to an Employee means the period of Continuous Service between four years and seven years.
- (b) An Employee is entitled, or in the case of death is deemed to have been entitled, to a pro rata amount of long service leave with pay based on the Employee’s eligible period of service in the VPS if:
 - (i) on account of age or ill health:
 - the Employee retires or is retired; or
 - the employment of the Employee is terminated by the Employer; or
 - (ii) the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employer; or
 - (iii) the Employee dies.

54.7 Period of Leave

- (a) An Employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work. For the avoidance of doubt, but subject to operational requirements, an Employee may take long service leave of one day.
- (b) Despite **clause 54.7(a)**, the Employer and the Employee may agree that the whole or any part of their entitlement can be taken at a different time fraction to that currently worked.
- (c) After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

54.8 Time of Taking Leave

The Employer may determine the time for granting long service leave so that the Employer’s operations will not be unduly affected by the granting of long service leave.

54.9 Recognised Service

- (a) In **clause 54.9(b)** an “authority” means an authority, whether incorporated or not, that is constituted:
- (i) by or under a law of a State, the Commonwealth or a Territory of Australia; and
 - (ii) for a public purpose.
- (b) Subject to **clause 54.9(c)** the following will be recognised as service in the VPS for the purposes of long service leave (“Recognised Service”):
- (i) any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority; or
 - (ii) any service with a public entity under the *Public Administration Act 2004* (Vic); or
 - (iii) any service with a local governing body that is established by or under a law of Victoria.

Notwithstanding the above, the Employer may recognise any service with:

- a public sector authority; or
 - a local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia
- (c) Service for the purpose of long service leave does not include any period of service:
- (i) which preceded a continuous gap in approved Recognised Service of greater than twelve months other than:
 - an absence of three years or less in the nature of retirement occasioned by disability; or
 - an absence of two years or less which in the opinion of the Employer was caused by special circumstances; or
 - (ii) during any absence from duty on maternity, paternity/partner or adoption leave without pay; or
 - (iii) except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or
 - (iv) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any corresponding previous enactment, other than the first twelve months of that period; or
 - (v) which followed the date on which a pension under the *State Superannuation Act 1988* (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding twelve months during which a pension under section 83A(1)

of that Act (or similar provision applying to Employees of a declared authority) was paid; or

- (vi) from which the Employee was dismissed for disciplinary reasons.
- (d) An Employee who has received a Targeted Separation Package from the Victorian Public Sector will, on re-employment in the VPS, have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than twelve months.
- (e) An Employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised on re-employment in the VPS.
- (f) An application for the recognition of prior service under **clause 54.9** should be made within six months of an Employee's starting date in the VPS. The Employer will take reasonable steps within this period to ascertain from the Employee whether the Employee has prior service.

54.10 Payment for Leave

In computing the pay of an Employee for or in lieu of long service leave, that pay includes:

- (a) if the Employee is receiving salary maintenance, that salary maintenance; and
- (b) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and
- (c) any annual allowance payable to the Employee which the Employer determines should be included, but does not include:
 - (i) any payment of overtime, commuted overtime or Shift Work allowances; or
 - (ii) any travelling or transport allowance; or
 - (iii) any allowance in the nature of reimbursement of expenditure.
- (d) Nothing in this **clause 54** entitles an Employee to long service leave (or payment for long service leave) in respect of a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from an employer other than the Employer or for which the Employee has received long service leave (or a payment in respect of long service leave) from any Employer.

55. Extended Leave Scheme

55.1 Closure of Scheme

- (a) The Extended Leave Scheme will close on 30 September 2016. No new Extended Leave Scheme agreements will be entered into after this date.

- (b) Extended Leave Scheme agreements that were entered on or before 30 September 2016 will continue to operate in accordance with this clause.

55.2 Extended leave scheme arrangements

- (a) At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80 per cent of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- (b) On completion of the fourth year, the Employee will be entitled to twelve months leave and will receive an amount equal to 80 per cent of the salary they were entitled to in the fourth year of deferment.
- (c) Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.
- (d) If the Employer agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

56. Defence Reserve Leave

56.1 An Employee required to complete Defence Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.

56.2 The Employee will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

56.3 Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during his or her ordinary hours of work is below the Employee's VPS salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

56.4 Preservation of prior entitlement

For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

57. Jury Service

57.1 An Employee required to attend for jury service under the *Juries Act 2000* (Vic) is entitled to leave with pay for the period during which his or her attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.

57.2 Any payment made to the Employee in accordance with the *Juries Act 2000* (Vic) for serving as a juror during his or her ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

58. Leave for Blood Donations

Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every twelve weeks.

59. Leave to Engage in Voluntary Emergency Management Activities

59.1 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave with pay for:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

59.2 The Employee must advise the Employer as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

59.3 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

59.4 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

60. Leave to Engage in Voluntary Community Activities

60.1 An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:

- (a) Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or
- (b) Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month.

60.2 An Employee who is elected to a committee of management of a community organisation may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

- (a) Chair or President – up to three hours per week, or where special occasions arise, six hours per fortnight; or
- (b) Committee Member – up to three hours per fortnight, or where special occasions arise, six hours per month.

61. Participation in Sporting Events

Leave with pay up to a maximum of two weeks in any two year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.

62. Study Leave

- 62.1** The Employer may grant to any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.
- 62.2** In determining whether to grant study leave, the Employer will consider matters such as the relevance of the proposed study to the Employee's employment, alignment to organisational goals and the reasonable operational requirements of the Employer.
- 62.3** An Employee may be granted sufficient paid leave to enable travel to and attendance of up to seven hours of classroom activity or related project work per week.
- 62.4** The Employer may grant additional leave with or without pay as considered necessary.
- 62.5** An Employee may be granted up to five days' paid leave per annum as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved under **clause 62.1**.
- 62.6** An Employee completing an accredited course through the submission of major project work may be entitled to five days leave per annum for the purposes of finalising such project work.

63. Leave Without Pay

- 63.1** An Employee may be granted leave without pay by the Employer for any purpose.
- 63.2** Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

Part 7 Occupational Health and Safety

64. Accident Make-Up Pay

64.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013*, the Employee will, except where otherwise provided in **clause 64.2** below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

64.2 An exception to **clause 64.1** is an employee classified as a Ministerial Chauffeur who will be entitled to accident make-up pay equivalent to his or her normal salary and the commuted overtime allowance, less the amount of weekly compensation payments.

64.3 Payment – maximum entitlement

(a) The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight), unless employment ceases.

(b) An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* cease.

(c) The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

64.4 For the avoidance of doubt, an Employee may, with the Employer's consent, take annual leave, long service leave or substituted leave (in accordance with **clause 35.4**) whilst receiving accident make up pay.

64.5 For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

65. Occupational Health and Safety and Rehabilitation

65.1 Objectives

(a) This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.

(b) The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their

health and safety representatives, of management systems and procedures designed to, so far as is practicable to:

- (i) identify, assess and control workplace hazards;
 - (ii) reduce the incidence and cost of occupational injury and illness;
 - (iii) identify and appropriately manage work and work practices which impact on OH&S;
 - (iv) provide a rehabilitation system for Employees affected by occupational injury or illness; and
 - (v) consider the impact of changes to work practices and staffing on occupational health and safety
- (c) OH&S statutory requirements, including regulations and codes of practice/compliance codes are minimum standards and will be improved upon where practicable.

65.2 OH&S consultation

- (a) Consultative mechanisms appropriate to each Agency will be established to address OH&S issues. Such mechanisms will be:
- (i) in accordance with the Victorian *Occupational Health and Safety Act 2004*;
 - (ii) established in consultation with Employees and their health and safety representatives; and
 - (iii) consistent with the Employer's agreed issue resolution procedures and the rights and functions of health and safety representatives, consistent with the *Occupational Health and Safety Act 2004* (Vic).
- (b) Where an OH&S committee is established at least half the members shall be Employees, including health and safety representatives.
- (c) The OH&S committee must operate within the requirements of the *Occupational Health and Safety Act 2004* (Vic).
- (d) A CPSU Workplace representative may attend local OH&S committee meetings (by giving notice) from time to time.

65.3 OH&S training

- (a) Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures.
- (b) The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

65.4 Designated Work Groups

- (a) In each Agency the parties at the local level will review the Designated Work Groups (DWGs), and negotiate revised DWGs where appropriate through workplace Union/management consultative structures.
- (b) The parties at the central level will establish instructions for the conduct of the reviews of DWGs at the local level.
- (c) Unions will be notified of vacancies for health and safety representatives in DWGs where the majority of DWG Employees are eligible to be members of a Union.
- (d) Each elected health and safety representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a health and safety representative, including but not limited to regularly inspecting workplaces (as defined by their DWG), consulting with Employees in their DWGs, OH&S representatives and other persons involved in the organising of Employees' health, safety and welfare.
- (e) The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected health and safety representatives for identified DWGs. Such circular shall be required to be posted on a notice board for the regular attention of all Employees working in the workplace.
- (f) To monitor the maintenance of effective OH&S structures and training delivery the parties will jointly establish a central register or local registers of DWG's and their health and safety representatives. The register will be maintained by the Employer from information provided on a quarterly basis from each region/workplace.
- (g) Information from the updated register(s) will be provided periodically (quarterly) in electronic format to a Union. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic). Where possible, this information will include:
 - (i) a description, including the location, of each DWG within each Agency;
 - (ii) the name of each elected health and safety representative, their workplace contact details and email address;
 - (iii) the date the health and safety representative was elected;
 - (iv) a description of the training the health and safety representative has attended and the date of attendance;
 - (v) the name and contact details of the nominated management representative responsible for each DWG;
 - (vi) details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener.

65.5 Bullying and violence at work

The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace.

65.6 Employee support and debriefing

- (a) The Employer will provide support and debriefing to Employees who have experienced a “critical incident” during the course of the work that results in personal distress. The Employer is committed to assisting the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.
- (b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an Employee who was involved in or witnessed such an incident.
- (c) Critical incidents in the workplace environment include, but are not limited to:
 - (i) aggravated assaults;
 - (ii) robbery;
 - (iii) suicide or attempted suicide;
 - (iv) murder;
 - (v) sudden or unexpected death;
 - (vi) hostage or siege situations;
 - (vii) discharge of firearms;
 - (viii) vehicle accidents involving injury and/or substantial property damage;
 - (ix) acts of self-harm by persons in the care of others;
 - (x) industrial accidents involving serious injury or fatality; and
 - (xi) any other serious accidents or incidents.

66. Industrial Relations/Occupational Health and Safety Training

66.1 In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by a training provider to attend a designated trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly effect the operations of the Agency in which the Employee is employed.

66.2 The Employee may be granted the leave specified in **clause 66.1** where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices,

knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.

66.3 An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.

66.4 An Employee, upon election as a health and safety representative, shall be granted up to five days' paid leave, as soon as practicable after election, to undertake an appropriate introductory health and safety representative's course from a training organisation of his or her choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this **clause 66.4** must only be granted to an Employee on one occasion and is additional to any other leave granted under this clause.

66.5 Additional paid leave may be approved for health and safety representatives to attend training approved by the Victorian WorkCover Authority under the *Occupational Health and Safety Act 2004* (Vic), which is relevant to the functions of the DWG.

67. Facilities, Equipment and Accommodation – General

67.1 The Employer shall provide Employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.

67.2 The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

68. Agreement Compliance and Union Related Matters

68.1 Protection

(a) An Employee shall not be dismissed or injured in his or her employment or have his or her employment altered to his or her prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of his or her status as an Accredited Representative of a Union, engagement in lawful activities as an authorised representative of a Union or on the basis of his or her membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

(b) The Employer shall not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

68.2 Facilities

- (a) An Accredited Representative of a Union shall be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the FW Act. Such release must not unduly affect the operations of the Agency in which the Employee is employed.
- (b) Members of a Union shall be permitted by the Employer to post written material authorised by a Union in a place within the workplace to which members of that Union have convenient access, and to distribute such written material by appropriate means to Union members.
- (c) Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union, provided that such communication is not offensive or improper.

68.3 Employee Representation on CPSU SPSF Victorian Branch Council

- (a) Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the CPSU will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.
- (b) Additional paid leave will be granted to employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend:
 - (i) Federal Executive and Federal Council meetings of the CPSU; and
 - (ii) the Australian Council of Trade Unions' triennial conference.
- (c) On application, the Employer shall grant leave without pay to an Employee for the purposes of secondment to work for a Union.

69. Right of Entry

- 69.1 For the purposes of ensuring compliance with this Agreement and the FW Act, an official of a Union who has been issued with an entry permit by the FWC pursuant to section 512 of the FW Act will be permitted access to the workplace provided he/she complies with the provisions set out in Part 3-4 of the FW Act.
- 69.2 A permit holder may only enter the workplace for the purposes permitted by and in compliance with the provisions of Part 3-4 of the FW Act.
- 69.3 Subject to **clauses 69.1 and 69.2** a permit holder may enter the premises and shall adhere to the principles that he/she must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

Schedule A Redeployment

The redeployment policy will be based on the following principles:

1. The redeployment of surplus Employees wherever practical and consistent with the application of merit;
2. Surplus Employees have priority to be placed in vacancies that occur within the VPS, unless the surplus Employee is determined to be unsuitable for appointment to that vacancy by the prospective employing Agency;
3. The placement of surplus Employees be managed at Agency level, the redeploying Agency to provide individualised case management and support, including counselling, provision of job search skills, liaison and retraining to assist in achieving placements;
4. Processes to be consistent with the application of the principles of fair and reasonable treatment and merit selection;
5. Unplaced surplus Employees to have access to departure packages only after a reasonable period;
6. Retrenchment and payment of a separation package to be used as an action of last resort where redeployment within a reasonable period does not appear likely;
7. Where a vacancy exists for which a redeployee is suitable and is the only candidate or the best candidate amongst redeployees, a valid offer will be made. A valid offer involves an offer of duties to a suitably qualified Employee (which may be at the same or different level or status or the same or different general location as the Employee's previous employment);
8. Redeployees will have priority access to vacancies both at the Employee's classification level and below their classification level and, where appropriate, will be provided with salary maintenance;
9. Relinquishing Agencies will provide support to redeployees being placed in alternative positions utilising high quality and professional expertise; and
10. Redeployees will actively engage in the redeployment process.

**Victorian Public Service Enterprise Agreement 2016
Schedule B**

Schedule B Salaries - VPS

Effective 1 January 2016

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$42,845	\$45,482	1.1.1	\$42,845	
					1.1.2	\$43,724	
					1.1.3	\$44,603	
					1.1.4	\$45,482	
	2	2.1	2.1	\$46,951	\$53,621	2.1.1	\$46,951
						2.1.2	\$47,902
						2.1.3	\$48,855
						2.1.4	\$49,810
						2.1.5	\$50,761
						2.1.6	\$51,715
						2.1.7	\$52,668
						2.1.8	\$53,621
		2.2	2.2	\$54,573	\$60,292	2.2.1	\$54,573
						2.2.2	\$55,527
						2.2.3	\$56,479
						2.2.4	\$57,433
						2.2.5	\$58,384
						2.2.6	\$59,340
	3	3.1	3.1	\$61,611	\$68,210	3.1.1	\$61,611
						3.1.2	\$62,931
						3.1.3	\$64,251
						3.1.4	\$65,570
						3.1.5	\$66,889
						3.1.6	\$68,210
		3.2	3.2	\$69,529	\$74,808	3.2.1	\$69,529
						3.2.2	\$70,849
						3.2.3	\$72,169
						3.2.4	\$73,488
4	4.1	4.1	\$76,274	\$86,540	4.1.1	\$76,274	
					4.1.2	\$77,986	
					4.1.3	\$79,696	
					4.1.4	\$81,406	
					4.1.5	\$83,119	
					4.1.6	\$84,830	
					4.1.7	\$86,540	
Senior Technical Officer	5	5.1	\$88,007	\$97,243		\$2,638	
		5.2	\$97,245	\$106,481			
	6	6.1	\$107,948	\$126,202		\$3,331	
		6.2	\$126,203	\$144,455			
Senior Technical Specialist	7	7.1	\$146,620	\$164,214		\$5,471	
		7.2	\$164,218	\$181,811			
		7.3	\$181,811	\$199,405			

**Victorian Public Service Enterprise Agreement 2016
Schedule B**

Effective 1 July 2016

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$43,488	\$46,164	1.1.1	\$43,488		
					1.1.2	\$44,380		
					1.1.3	\$45,272		
					1.1.4	\$46,164		
	2	2.1	2.1	\$47,655	\$54,425	2.1.1	\$47,655	
						2.1.2	\$48,621	
						2.1.3	\$49,588	
						2.1.4	\$50,557	
						2.1.5	\$51,522	
						2.1.6	\$52,491	
						2.1.7	\$53,458	
						2.1.8	\$54,425	
		2.2	2.2	2.2	\$55,392	\$61,196	2.2.1	\$55,392
							2.2.2	\$56,360
							2.2.3	\$57,326
							2.2.4	\$58,294
							2.2.5	\$59,260
							2.2.6	\$60,230
	3	3.1	3.1	\$62,535	\$69,233	3.1.1	\$62,535	
						3.1.2	\$63,875	
						3.1.3	\$65,215	
						3.1.4	\$66,554	
						3.1.5	\$67,892	
						3.1.6	\$69,233	
		3.2	3.2	3.2	\$70,572	\$75,930	3.2.1	\$70,572
							3.2.2	\$71,912
							3.2.3	\$73,252
							3.2.4	\$74,590
4	4.1	4.1	\$77,418	\$87,838	4.1.1	\$77,418		
					4.1.2	\$79,156		
					4.1.3	\$80,891		
					4.1.4	\$82,627		
					4.1.5	\$84,366		
					4.1.6	\$86,102		
					4.1.7	\$87,838		
Senior Technical Specialist	5	5.1	\$89,327	\$98,702		\$2,678		
		5.2	\$98,704	\$108,078				
	6	6.1	\$109,567	\$128,095		\$3,381		
		6.2	\$128,096	\$146,622				
Senior Technical Specialist	7	7.1	\$148,819	\$166,677		\$5,553		
		7.2	\$166,681	\$184,538				
		7.3	\$184,538	\$202,396				

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Schedule B**

Effective 1 January 2017

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$44,249	\$46,972	1.1.1	\$44,249	
					1.1.2	\$45,157	
					1.1.3	\$46,064	
					1.1.4	\$46,972	
	2	2.1	2.1	\$48,489	\$55,377	2.1.1	\$48,489
						2.1.2	\$49,472
						2.1.3	\$50,456
						2.1.4	\$51,442
						2.1.5	\$52,424
						2.1.6	\$53,410
						2.1.7	\$54,394
						2.1.8	\$55,377
		2.2	2.2	\$56,361	\$62,267	2.2.1	\$56,361
						2.2.2	\$57,346
						2.2.3	\$58,329
						2.2.4	\$59,314
						2.2.5	\$60,297
						2.2.6	\$61,284
	3	3.1	3.1	\$63,629	\$70,445	3.1.1	\$63,629
						3.1.2	\$64,993
						3.1.3	\$66,356
						3.1.4	\$67,719
						3.1.5	\$69,080
		3.2	3.2	\$71,807	\$77,259	3.2.1	\$71,807
						3.2.2	\$73,170
						3.2.3	\$74,534
						3.2.4	\$75,895
						3.2.5	\$77,259
4	4.1	4.1	\$78,773	\$89,375	4.1.1	\$78,773	
					4.1.2	\$80,541	
					4.1.3	\$82,307	
					4.1.4	\$84,073	
					4.1.5	\$85,842	
					4.1.6	\$87,609	
					4.1.7	\$89,375	
Senior Officer	5	5.1	\$90,890	\$100,429		\$2,725	
		5.2	\$100,431	\$109,969			
	6	6.1	\$111,484	\$130,337		\$3,440	
		6.2	\$130,338	\$149,188			
Senior Technical Specialist	7	7.1	\$151,423	\$169,594		\$5,650	
		7.2	\$169,598	\$187,767			
		7.3	\$187,767	\$205,938			

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Effective 1 July 2017

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$44,913	\$47,677	1.1.1	\$44,913	
					1.1.2	\$45,834	
					1.1.3	\$46,755	
					1.1.4	\$47,677	
	2	2.1	2.1	\$49,216	\$56,208	2.1.1	\$49,216
						2.1.2	\$50,214
						2.1.3	\$51,213
						2.1.4	\$52,214
						2.1.5	\$53,210
						2.1.6	\$54,211
						2.1.7	\$55,210
						2.1.8	\$56,208
		2.2	2.2	\$57,206	\$63,201	2.2.1	\$57,206
						2.2.2	\$58,206
						2.2.3	\$59,204
						2.2.4	\$60,204
						2.2.5	\$61,201
						2.2.6	\$62,203
	3	3.1	3.1	\$64,583	\$71,502	3.1.1	\$64,583
						3.1.2	\$65,968
						3.1.3	\$67,351
						3.1.4	\$68,735
						3.1.5	\$70,116
		3.2	3.2	\$72,884	\$78,418	3.2.1	\$72,884
						3.2.2	\$74,268
						3.2.3	\$75,652
						3.2.4	\$77,033
						3.2.5	\$78,418
4	4.1	4.1	\$79,955	\$90,716	4.1.1	\$79,955	
					4.1.2	\$81,749	
					4.1.3	\$83,542	
					4.1.4	\$85,334	
					4.1.5	\$87,130	
					4.1.6	\$88,923	
					4.1.7	\$90,716	
Senior Technical Specialist	5	5.1	\$92,253	\$101,935		\$2,766	
		5.2	\$101,937	\$111,619			
	6	6.1	\$113,156	\$132,292		\$3,492	
		6.2	\$132,293	\$151,426			
Senior Technical Specialist	7	7.1	\$153,694	\$172,138		\$5,735	
		7.2	\$172,142	\$190,584			
		7.3	\$190,584	\$209,027			

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Effective 1 January 2018

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$45,699	\$48,511	1.1.1	\$45,699	
					1.1.2	\$46,636	
					1.1.3	\$47,573	
					1.1.4	\$48,511	
	2	2.1	2.1	\$50,077	\$57,192	2.1.1	\$50,077
						2.1.2	\$51,093
						2.1.3	\$52,109
						2.1.4	\$53,128
						2.1.5	\$54,141
						2.1.6	\$55,160
						2.1.7	\$56,176
						2.1.8	\$57,192
		2.2	2.2	\$58,207	\$64,307	2.2.1	\$58,207
						2.2.2	\$59,225
						2.2.3	\$60,240
						2.2.4	\$61,258
						2.2.5	\$62,272
						2.2.6	\$63,292
	3	3.1	3.1	\$65,713	\$72,753	3.1.1	\$65,713
						3.1.2	\$67,122
						3.1.3	\$68,530
						3.1.4	\$69,938
						3.1.5	\$71,343
		3.2	3.2	\$74,159	\$79,790	3.2.1	\$74,159
						3.2.2	\$75,568
						3.2.3	\$76,976
						3.2.4	\$78,381
						3.2.5	\$79,790
4	4.1	4.1	\$81,354	\$92,304	4.1.1	\$81,354	
					4.1.2	\$83,180	
					4.1.3	\$85,004	
					4.1.4	\$86,827	
					4.1.5	\$88,655	
					4.1.6	\$90,479	
					4.1.7	\$92,304	
Senior Officer	5	5.1	\$93,867	\$103,719		\$2,814	
		5.2	\$103,721	\$113,572			
	6	6.1	\$115,136	\$134,607		\$3,553	
		6.2	\$134,608	\$154,076			
Senior Technical Specialist	7	7.1	\$156,384	\$175,150		\$5,835	
		7.2	\$175,154	\$193,919			
		7.3	\$193,919	\$212,685			

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Effective 1 July 2018

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$46,384	\$49,239	1.1.1	\$46,384	
					1.1.2	\$47,336	
					1.1.3	\$48,287	
					1.1.4	\$49,239	
	2	2.1	2.1	\$50,828	\$58,050	2.1.1	\$50,828
						2.1.2	\$51,859
						2.1.3	\$52,891
						2.1.4	\$53,925
						2.1.5	\$54,953
						2.1.6	\$55,987
						2.1.7	\$57,019
						2.1.8	\$58,050
		2.2	2.2	\$59,080	\$65,272	2.2.1	\$59,080
						2.2.2	\$60,113
						2.2.3	\$61,144
						2.2.4	\$62,177
						2.2.5	\$63,206
						2.2.6	\$64,241
	3	3.1	3.1	\$66,699	\$73,844	3.1.1	\$66,699
						3.1.2	\$68,129
						3.1.3	\$69,558
						3.1.4	\$70,987
						3.1.5	\$72,413
		3.2	3.2	\$75,271	\$80,987	3.2.1	\$75,271
						3.2.2	\$76,702
						3.2.3	\$78,131
						3.2.4	\$79,557
						3.2.5	\$80,987
4	4.1	4.1	\$82,574	\$93,689	4.1.1	\$82,574	
					4.1.2	\$84,428	
					4.1.3	\$86,279	
					4.1.4	\$88,129	
					4.1.5	\$89,985	
					4.1.6	\$91,836	
					4.1.7	\$93,689	
Senior Technical Officer	5	5.1	\$95,275	\$105,275		\$2,856	
		5.2	\$105,277	\$115,276			
	6	6.1	\$116,863	\$136,626		\$3,606	
		6.2	\$136,627	\$156,387			
Senior Technical Specialist	7	7.1	\$158,730	\$177,777		\$5,923	
		7.2	\$177,781	\$196,828			
		7.3	\$196,828	\$215,875			

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Effective 1 January 2019

	Grade	Value Range	Salary Ranges		Progression amounts		
			Min.	Max.			
VPS Officer	1	1.1	\$47,196	\$50,101	1.1.1	\$47,196	
					1.1.2	\$48,164	
					1.1.3	\$49,132	
					1.1.4	\$50,101	
	2	2.1	2.1	\$51,717	\$59,066	2.1.1	\$51,717
						2.1.2	\$52,767
						2.1.3	\$53,817
						2.1.4	\$54,869
						2.1.5	\$55,915
						2.1.6	\$56,967
						2.1.7	\$58,017
						2.1.8	\$59,066
		2.2	2.2	\$60,114	\$66,414	2.2.1	\$60,114
						2.2.2	\$61,165
						2.2.3	\$62,214
						2.2.4	\$63,265
						2.2.5	\$64,312
						2.2.6	\$65,365
	3	3.1	3.1	\$67,866	\$75,136	3.1.1	\$67,866
						3.1.2	\$69,321
						3.1.3	\$70,775
						3.1.4	\$72,229
						3.1.5	\$73,680
		3.2	3.2	\$76,588	\$82,404	3.2.1	\$76,588
						3.2.2	\$78,044
						3.2.3	\$79,498
						3.2.4	\$80,949
						3.2.5	\$82,404
4	4.1	4.1	\$84,019	\$95,329	4.1.1	\$84,019	
					4.1.2	\$85,905	
					4.1.3	\$87,789	
					4.1.4	\$89,671	
					4.1.5	\$91,560	
					4.1.6	\$93,443	
					4.1.7	\$95,329	
Senior Officer	5	5.1	\$96,942	\$107,117		\$2,906	
		5.2	\$107,119	\$117,293			
	6	6.1	\$118,908	\$139,017		\$3,669	
		6.2	\$139,018	\$159,124			
Senior Technical Specialist	7	7.1	\$161,508	\$180,888		\$6,027	
		7.2	\$180,892	\$200,272			
		7.3	\$200,272	\$219,653			

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Effective 1 July 2019

	Grade	Value Range	Salary Ranges		Progression amounts			
			Min.	Max.				
VPS Officer	1	1.1	\$47,904	\$50,853	1.1.1	\$47,904		
					1.1.2	\$48,886		
					1.1.3	\$49,869		
					1.1.4	\$50,853		
	2	2.1	2.1	\$52,493	\$59,952	2.1.1	\$52,493	
						2.1.2	\$53,559	
						2.1.3	\$54,624	
						2.1.4	\$55,692	
						2.1.5	\$56,754	
						2.1.6	\$57,822	
						2.1.7	\$58,887	
						2.1.8	\$59,952	
		2.2	2.2	2.2	\$61,016	\$67,410	2.2.1	\$61,016
							2.2.2	\$62,082
							2.2.3	\$63,147
							2.2.4	\$64,214
							2.2.5	\$65,277
							2.2.6	\$66,345
	3	3.1	3.1	\$68,884	\$76,263	3.1.1	\$68,884	
						3.1.2	\$70,361	
						3.1.3	\$71,837	
						3.1.4	\$73,312	
						3.1.5	\$74,785	
		3.2	3.2	3.2	\$77,737	\$83,640	3.2.1	\$77,737
							3.2.2	\$79,215
							3.2.3	\$80,690
							3.2.4	\$82,163
							3.2.5	\$83,640
4	4.1	4.1	\$85,279	\$96,759	4.1.1	\$85,279		
					4.1.2	\$87,194		
					4.1.3	\$89,106		
					4.1.4	\$91,016		
					4.1.5	\$92,933		
					4.1.6	\$94,845		
					4.1.7	\$96,759		
Senior Technical Officer	5	5.1	\$98,396	\$108,724		\$2,950		
		5.2	\$108,726	\$119,052				
	6	6.1	\$120,692	\$141,102		\$3,724		
		6.2	\$141,103	\$161,511				
Senior Technical Specialist	7	7.1	\$163,931	\$183,601		\$6,117		
		7.2	\$183,605	\$203,276				
		7.3	\$203,276	\$222,948				

Schedule C VPS Aligned Adaptive Structures

1. Adaptive Classification Structures

Where the nature and characteristics of the work meets the definition of an occupational category as set out in **Table 1 to Table 14** of **Schedule C**, the positions and Employees will be classified in accordance with the work value descriptors of that category.

2. Legal Officer Adaptive Structure

The Legal Officer Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Legal Grade and Value Range Descriptors set out at **clause 2** of **Schedule E** apply.

Table 1: Legal Officer Adaptive Structure

Legal Officer Adaptive Structure	VPS Grade Alignment
Articled Clerk	Commences on VPS salary point 2.1.5.
Solicitor 1	Minimum salary for a qualified admitted solicitor is VPS salary point 2.2.4. Solicitor 1 advances to Solicitor 2 after 12 months or sooner if performing work at the higher level subject to meeting agency performance standards.
Solicitor 2 Value Range 1	VPS salary point 3.1.1
Solicitor 2 Value Range 2	VPS salary point 3.2.1
Solicitor 3	VPS salary point 4.1.1
Senior Solicitor Value Range 1	VPS salary point 5.1.1
Senior Solicitor Value Range 2	VPS salary point 5.2.1
Principal Solicitor Value Range 1	VPS salary point 6.1.1
Principal Solicitor Value Range 2	VPS salary point 6.2.1
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

3. Allied Health Adaptive Structure

The Allied Health adaptive structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied health) Grade and Value Range Descriptors set out at **clause 3 of Schedule E** apply.

Table 2: Allied Health Adaptive Structure

Allied Health Adaptive Structure	VPS Grade Alignment
Allied Health 1 Local Title	VPS salary point 2.1.1
Allied Health 2 Local Title Value Range 1	VPS salary point 2.2.1.
Allied Health 2 Local Title Value Range 2	VPS salary point 3.1.1
Allied Health 2 Local Title Value Range 3	VPS salary point 3.2.1
Allied Health 3 Local Title	VPS salary point 4.1
Allied Health 4 Local Title Value Range 1	VPS salary point 5.1.1
Allied Health 4 Local Title Value Range 2	VPS salary point 5.2.1
VPS Grade 6	VPS Grade 6 applies
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

4. Science Adaptive Structure

The Science Adaptive Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Science Grade and Value Range Descriptors set out at **clause 4** of **Schedule E** apply.

Table 3: Science Adaptive Structure

Science Adaptive Structure	VPS Grade Alignment
Science A Local Title Value Range 1	VPS salary point 2.2.1.
Science A Local Title Value Range 2	VPS salary point 3.1.1.
Science A Local Title Value Range 3	VPS salary point 3.2.1
Science B Local Title	VPS salary point 4.1.1
Science C Local Title Value Range 1	VPS salary point 5.1.1
Science C Local Title Value Range 2	VPS salary point 5.2.1
Science D Local Title Value Range 1	VPS salary point 6.1.1
Science D Local Title Value Range 2	VPS salary point 6.2.1
VPS Senior Technical Specialist	VPS Senior Technical Specialist applies

- 5. Department of Health and Human Services – Housing Services Officer and Housing Customer Services Officer Structures**
- 5.1** The Housing Services Officer Classification Structure, based on the VPS classification structure, provides for the following:
- (a) Alignment with VPS salary and progression steps/amounts;
 - (b) Housing Services Officer and Housing Customer Services Officers work value descriptors (**clause 5 of Schedule E**);
 - (c) Continuation of the Housing Customer Services Officer classification for employees of the Office of Housing Maintenance Call Centre; and
 - (d) Field Services Officers to be classified under the VPS classification structure.
- 5.2** Housing Customer Services Officers commence on the unqualified rate as set out in **Table 4** below. Employees will be required to complete Certificate III in Customer Contact [Call Centre] or its agreed successor within 12 months of commencement with the Office of Housing to progress to the HCSO Qualified Level 1 rate.
- 5.3** It is a principle for Housing Customer Services Officer (HCSO) that the relevant Certificate IV qualifications will form part of the mandatory qualifications for entry into the HCSO Qualified Level 2. Existing Housing employees who desire to undertake this qualification will be provided with opportunity to obtain this qualification.
- 5.4** The Employer will provide Housing Services Officers (HSO) who possess a Certificate IV in social or public housing, or with a qualification recognised as an equivalent qualification by the department, with a minimum salary level, set at VPSG 2.1.7, as prescribed in **Schedule B**.
- 5.5** The Housing Services Officer (HSO) and Housing Customer Services Officer (HCSO) Structures are set out in **Table 4** below. The salaries referred to in this table are referenced against the VPS Structure set out in **Schedule B**.

Table 4: Housing Services Officer and Housing Customer Services Officer Structure

Housing Services Structure	VPS Grade Alignment
Housing Services Officer 1	VPS salary point 2.1.1
Housing Services Officer 2 Value Range 1	VPS salary point 2.2.1
Housing Services Officer 2 Value Range 2	VPS salary point 3.1.1
Housing Services Officer 3	VPS salary point 3.2.1

Housing Customer Services Officer Unqualified	VPS salary point 2.1.1
Housing Customer Services Officer (Cert III) Qualified Level 1	VPS salary point 2.1.2 to 2.1.8
Housing Customer Services Officer (Cert IV) Qualified Level 2	VPS salary point 2.2.1 to 2.2.7

6. Department of Justice and Regulation – Custodial Officers Structure

6.1 The Custodial Officers (COG) structure provides the following:

- (a) Alignment with VPS salary and progression steps/amounts;
- (b) Maintenance of a rank structure;
- (c) Custodial Officer work value descriptors;
- (d) Continuation of the pay differential between 76 hours and 80 hours per fortnight rosters; and
- (e) An annual allowance for members of the Emergency Response Group;

6.2 As from the date of operation of this Agreement:

- (a) Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points below VPS salary point 2.1.4, shall progress to VPS salary point 2.1.4 if they hold a Certificate III in Correctional Practice, and employees who subsequently obtain the Certificate III in Correctional Practice shall progress to 2.1.4 from the date of attainment.
- (b) Employees who hold the position of Custodial Officer at the COG 2A level, and who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, and who have not received progression in recognition of attainment of the Certificate III in Correctional Practice, shall progress one progression step (if available) if they hold a Certificate III in Correctional Practice. Employees who are at salary points between VPS salary point 2.1.4 and up to VPS salary point 2.2.7, who subsequently obtain the Certificate III in Correctional Practice, shall progress one progression step (if available) from the date of attainment.
- (c) Employees who hold the position of Custodial Officer at the COG 2B level, shall progress one progression step (if available) if they hold a Certificate IV in Correctional Practice and employees who subsequently obtain the Certificate IV in Correctional Practice shall progress one progression step (if available) from the date of attainment.
- (d) Such progression will be in addition to the usual operation of the progression system.

6.3 The Custodial Officers Structure is set out in **Table 5** below. The salaries referred to in this table are referenced against the VPS Structure set out in **Schedule B** (salaries relate to 76 hour fortnight). The Custodial Officers Classification Descriptors set out at **clause 9** of **Schedule E** apply.

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Table 5: Custodial Officers Structure

Custodial Officers (COG) Structure	VPS Grade Alignment (Note: salary rates relate to 76 hour fortnight)
COG 1 Trainee	VPS salary point 1.1.4.
COG 2A Prison Officer	VPS salary point 2.1.1. to VPS salary point 2.2.7
COG 2B Senior Prison Officer/Industry Officer	VPS salary point 3.1.1 to VPS salary point 3.2.2
COG 3 Prison Supervisor/Industry Supervisor	VPS salary point 3.2.3 to VPS salary point 4.1.2
COG 4 Operations Manager/Industry Manager	VPS salary point 4.1.3 to top of VPS 5 Value Range 1
COG 5 General Manager	VPS salary point 5.2.1 to top of VPS 6 Value Range 1
COG 6 Senior General Manager	VPS salary point 6.2.1 to top of VPS 6 Value Range 2
COG 7 Senior General Manager – Major Prison Facilities	7.1 – VPS salary point 7.1 to the top of Value Range 1 7.2 – VPS salary point 7.2 to the top of Value Range 2 7.3 – VPS salary point 7.3 to the top of Value Range 3

7. Department of Justice and Regulation – Sheriff’s Officer Structure

7.1 Progression in the Sheriff’s Officer structure is as follows:

- (a) Trainee Sheriff’s Officer work value alignment of VPS Grade 2 Value Range 1;
- (b) Progression to VPS salary point 2.2.1 after 3 months employment and demonstrated competency in executing initial criminal warrants;
- (c) Progression to VPS salary point 2.2.2 after 12 months employment, completion of Certificate IV in Government or Certificate IV in Government (Court Compliance) and demonstrated competency in executing all criminal warrants;
- (d) Progression to VPS salary point 2.2.5 after 24 months employment and demonstrated competency in executing all civil and criminal warrants;
- (e) Typically, Sheriff’s Officers move to Senior Sheriff’s Officer after 36 months employment subject to having met the agency’s performance standards.

7.2 Employees who hold the position of Senior Sheriff’s Officer, may progress by annual progression beyond salary point 3.2.2 subject to having met the agency’s performance standards and completion of Certificate IV in Government or Certificate IV Government (Court Compliance).

7.3 Employees, who on 30 June 2009 hold the position of Senior Sheriff’s Officer and are at VPS salary point 3.2.2, may progress to VPS salary point 3.2.3, subject to having met the agency’s performance standards and completion of Certificate IV in Government or Certificate IV Government (Court Compliance). Upon completion of Certificate IV in Government or Certificate IV Government (Court Compliance) and meeting the agency’s performance standards, the officer’s progression to VPS Salary point 3.2.3 will take effect from 1 July 2009.

7.4 Employees, who on the date of commencement of this Agreement, hold the position of Assistant District Supervisor may retain that title and will, subject to having met the agency’s performance standards, be eligible for progression to the top of VPS 3.2.

7.5 The Sheriff’s Officer Structure is set out in **Table 6** below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The VPS Classification and Value Range Descriptors apply.

Table 6: Sheriff's Officer Structure

Sheriff's Officer Structure	VPS Grade Alignment
Sheriff's Officer Trainee	VPS salary point 2.1.1.
Sheriff's Officer	VPS salary point 2.2.1 to VPS salary point 2.2.7
Senior Sheriff's Officer*	VPS salary point 3.1.1 to the top of VPS 3.2
Supervisor	VPS Grade 4
Regional Manager (Sheriff's Operations)	VPS Grade 5, Value Range 1
Regional Manager (Sheriff's Operations) (Metropolitan Regions)	VPS Grade 5, Value Range 2
Deputy Sheriff	VPS Grade 6, Value Range 2

* Subject to the operation of **clause 7.2** and **7.3** (as applicable)

8. Department of Justice and Regulation – Community Corrections Practitioner Structure

- 8.1 The Community Corrections Officer structure (CCO structure) as set out in **Table 7** below came into effect in 2005. The salary minimums in **Table 7** are referenced against the VPS structure in **Schedule B**. The VPS Classification and Value Range Descriptors apply. The CCO structure will continue to operate until 30 June 2016 when it will cease.
- 8.2 Effective from 1 July 2016 the Community Corrections Practitioner (CCP) structure will replace the CCO structure. The CCP structure is set out in **Table 8** below.

Table 7: Community Corrections Officer Structure

Community Corrections Officer Structure	VPS Grade Alignment
Trainee Community Corrections Officer	VPS salary point 2.1.1(VPS Grade 2 value range 1). Relevant degree or diploma VPS salary point 2.1.5
Community Corrections Officer	VPS salary point 2.2.1 to top of Grade 2 Value Range 2
Leading Community Corrections Officer	VPS salary point 3.1.1 to VPS salary point 3.2.2
Senior Community Corrections Officer	VPS salary point 3.2.3 to VPS salary point 4.1.2
Officer in Charge	VPS salary point 4.1.3 to VPS salary point 4.1.7
Location Manager	VPS Grade 5
General Manager	VPS Grade 6

8.3 Community Corrections Practitioner - Classification structure

The CCP structure is a six (6) level structure that maintains alignment with the VPS classification structure. CCP levels 1, 2, 3 and 4 represent revised work value based alignment with the VPS classification structure.

8.4 Salary translation

- (a) Employees will translate from the CCO structure into the CCP structure on 1 July 2016 (**translation**). Translation into the CCP structure will be dependent upon each Employee's CCO aligned VPS classification pay point as at 30 June 2016. Translation will be either:
- (i) phased translation requiring the adoption of interim salary point alignment to operate from 1 July 2016 to 30 June 2017 and then full translation from 1 July 2017; or
 - (ii) direct translation to operate in full from 1 July 2016.

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- (b) **Table 10** of this clause states the pay points which apply to each employee because of translation.
- (c) With the exception of pay point 4.1.6, and value ranges 5.1, 5.2, 6.1 and 6.2, employees will be uplifted by at least two pay points because of translation.
- (d) Employees at pay point 4.1.6 on 30 June 2016 will receive an uplift of one pay point on 1 July 2016. Further to that uplift these employees will be paid a one-off payment equivalent to the applicable salary progression on 1 July 2016.
- (e) Subject to **clause 8.7(a)** below, employees at grades 5.1, 5.2, 6.1 and 6.2 on 30 June 2016 will be paid a one-off payment equivalent to two progression amounts for their value range on 1 July 2016.
- (f) Employees will translate from their pay point at **column A** of **Table 10** to the respective pay point in **column B** of **Table 10** on 1 July 2016. Applicable employees will then translate from their pay point in **column B** of **Table 10** to their respective pay point in **column C** of **Table 10** on 1 July 2017.
- (g) The classification of Leading Field Officer is a newly created role, which at the time this agreement was made was appropriately classified. Accordingly, this role will translate into the CCP structure at Level 3 of that structure. Staff in this role will be eligible for progression in the normal manner on 1 July 2016, and thereafter.
- (h) Employees engaged by the department after 1 July 2016 (new starters) will be placed into the CCP structure on the basis of the VPS pay point which would have applied to them if they had been an employee on 30 June 2016. This clause must be applied so that new starters are treated equally, but not better than, existing employees.
- (i) The parties recognise that a number of roles important to Community Correctional Services have been classified in the VPS classification structure, and not within the CCO adaptive structure. It is the intention of the parties that these roles move into the CCP structure, and they include: Principal Practitioner, Senior Parole Officer, Parole Officer, Specialist Case Manager, Community Work Manager, Leading Field Officer and Field Officer.
- (j) The CCP structure is designed as a work value framework, against which future CCS roles can be matched according to their work value. The department will consult about any additional roles and their place in the CCP structure.

8.5 CCP Structure and salary alignment

- (a) The Community Corrections Practitioner (CCP) structure is set out in **Table 8** below.
- (b) **Table 8** prescribes the interim alignment of CCP grades 1, 2 and 3 with the VPS structure grades to operate from 1 July 2016 to 30 June 2017 in accordance with the phased translation arrangement provided by **clause 8.4(a)(i)** above.

Table 8: Community Corrections Practitioner Structure

Community Corrections Practitioner Levels 1 to 6	VPS Grade Alignment 1 July 2016	VPS Grade Alignment 1 July 2017
CCP Level 6	VPS 6 VR2 VPS 6 VR1	VPS 6 VR2 VPS 6 VR1
CCP Level 5	VPS 5 VR2 VPS 5 VR1	VPS 5 VR2 VPS 5 VR1
CCP Level 4	VPS 4.1.1 to 4.1.7	VPS 4.1.1 to 4.1.7
CCP Level 3	VPS 3.1.5	VPS 3.2.1 to 3.2.5
CCP Level 2	VPS 2.2.1 to 2.2.7	VPS 3.1.1 to 3.1.6
CCP Level 1	VPS 2.1.5 to 2.1.8	VPS 2.2.1 to 2.2.7

8.6 Minimum salary points

The CCP structure therefore provides for minimum salary points to be applied as follows:

Table 9: Community Corrections Practitioner Structure

Community Corrections Practitioner Level	Interim minimum VPS pay point from 1 July 2016 to 30 June 2017	On-going minimum VPS pay point from 1 July 2017
Level 1	Grade 2, Value Range 1, salary point 5	Grade 2, value range 2, salary point 1
Level 2	Grade 2, Value Range 2, salary point 1	Grade 3, value range 1, salary point 1
Level 3	Grade 3, value range 1, salary point 5	Grade 3, value range 2, salary point 1.

8.7 Top of grade and value range payment

- (a) Employees who are at the top of VPS grades 4, 5 and 6; or top of the value range in Grades 5 and 6 on 30 June 2016 will be paid a one-off payment equivalent to the applicable salary progression step or amount on 1 July 2016.
- (b) To avoid confusion the position titles for the respective grades are as follows:
 - (i) Grade 4: Officer in Charge, Systems Integrity and Development Officer, Community Work Program Manager;
 - (ii) Grade 5: Location Manager, Principal Practitioners, Operations Manager; and

(iii) Grade 6: General Manager.

8.8 Pay Tables

- (a) The CCO salary rates continue in force until 30 June 2016 in accordance with the VPS grade alignment prescribed in **Table 7**.
- (b) The CCP salary rates are prescribed in **Table 11** of this Schedule.

8.9 Progression

- (a) Employees in CCP grades 1, 2 and 3 are entitled to progression subject to the following:
 - (i) progression payments for the 2015-2016 cycle and 2016-2017 cycle are absorbed by any salary uplift due to translation to the CCP structure. For example an employee who receives a translation uplift on 1 July 2016 will not receive a progression payment for the 1 July 2015 to 30 June 2016 performance cycle.
 - (ii) those employees who translate pursuant to **clause 8.4(a)(i)** will be eligible for progression after 1 July 2018 and on completion of the Certificate III in Correctional Practice (the Certificate);
 - (iii) those employees who translate pursuant to **clause 8.4(a)(ii)** will be eligible for progression after 1 July 2017 and on completion of the Certificate.
- (b) Eligibility for progression in the 2015/16 performance cycle is not applicable to the eligibility of an employee to translate to the new CCP structure.

8.10 Field Officers and Leading Field Officers are exempt from the requirements of **clause 8.9** of this document.

8.11 In order to facilitate staff development and successful completion of the Certificate the department will consult with the CPSU regarding the delivery of training programs to enable employees to complete the certificate as required.

8.12 Savings provision

No employee will, on balance, have their overall pay and conditions reduced as a result of them translating from the CCO structure to the CCP structure. Further, the parties acknowledge that the complexity of the translation process may give rise to unintended consequences for individuals and the parties agree to resolve any such case in good faith, having regard to the integrity of the CCP structure and the equity of any such resolution of an individual case relative to the outcomes of other staff.

8.13 Consistent with the terms of **clauses 24.3(g)(iii)** and **24.3(g)(iv)** of this Agreement an employee who:

- (a) has completed a formal underperformance process or is subject to one under **clause 20** of the Agreement at 30 June; or
- (b) is subject to proven misconduct as per **clause 21** of the Determination during the course of the performance cycle,

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is ineligible to receive the progression payment component of a salary uplift which they would otherwise be entitled to because of the operation of this clause.

Table 10: CCP pay point translation

VPS pay point on 30 June 2016 <i>Column A</i>	Pay point from 1 July 2016 <i>Column B</i>	Pay point from 1 July 2017. <i>Column C</i>	CCP Level <i>Column D</i>
2.1.1	2.1.5	2.2.1	1
2.1.2	2.1.6	2.2.1	1
2.1.3	2.1.7	2.2.1	1
2.1.4	2.1.8	2.2.1	1
2.1.5	2.2.1	3.1.1	2
2.1.6	2.2.2	3.1.1	2
2.1.7	2.2.3	3.1.1	2
2.1.8	2.2.4	3.1.1	2
2.2.1	2.2.5	3.1.1	2
2.2.2	2.2.6	3.1.1	2
2.2.3	2.2.7	3.1.1	2
2.2.4	3.1.1		2
2.2.5	3.1.1		2
2.2.6	3.1.1		2
2.2.7	3.1.2		2
3.1.1	3.1.5	3.2.1	3
3.1.2	3.1.5	3.2.1	3
3.1.3	3.1.5	3.2.1	3
3.1.4	3.2.1		3
3.1.5	3.2.1		3
3.1.6	3.2.2		3
3.2.1	3.2.3		3
3.2.2	3.2.4		3
3.2.3	4.1.1		4
3.2.4	4.1.1		4
3.2.5	4.1.2		4
4.1.1	4.1.3		4
4.1.2	4.1.4		4
4.1.3	4.1.5		4
4.1.4	4.1.6		4
4.1.5	4.1.7		4
4.1.6	4.1.7		4
4.1.7	4.1.7		4
5.1	5.2		5
5.2	5.2		5
6.1	6.2		6
6.2	6.2		6

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Table 11: Community Corrections Practitioner (CCP) Stream as from 1 July 2016

Employees will translate into this pay structure over the period 1 July 2016 to 1 July 2017 in accordance with the translation explanation in **Table 10**.

Community Corrections Practitioner (CCP) stream	CCP Paypoint	CCP VPS Translation points from 1 July 2016	1-Jul-16	1-Jan-17	CCP VPS Translation points from 1 July 2017	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
Community Corrections Practitioner Grade 1 CCP 1	1.1	2.1.5	\$51,522	\$52,424	2.2.1	\$57,206	\$58,207	\$59,080	\$60,114	\$61,016
	1.2	2.1.6	\$52,491	\$53,410	2.2.2	\$58,206	\$59,225	\$60,113	\$61,165	\$62,082
	1.3	2.1.7	\$53,458	\$54,394	2.2.3	\$59,204	\$60,240	\$61,144	\$62,214	\$63,147
	1.4	2.1.8	\$54,425	\$55,377	2.2.4	\$60,204	\$61,258	\$62,177	\$63,265	\$64,214
	1.5				2.2.5	\$61,201	\$62,272	\$63,206	\$64,312	\$65,277
	1.6				2.2.6	\$62,203	\$63,292	\$64,241	\$65,365	\$66,345
	1.7				2.2.7	\$63,201	\$64,307	\$65,272	\$66,414	\$67,410
Community Corrections Practitioner Grade 2 CCP 2	2.1	2.2.1	\$55,392	\$56,361	3.1.1	\$64,583	\$65,713	\$66,699	\$67,866	\$68,884
	2.2	2.2.2	\$56,360	\$57,346	3.1.2	\$65,968	\$67,122	\$68,129	\$69,321	\$70,361
	2.3	2.2.3	\$57,326	\$58,329	3.1.3	\$67,351	\$68,530	\$69,558	\$70,775	\$71,837
	2.4	2.2.4	\$58,294	\$59,314	3.1.4	\$68,735	\$69,938	\$70,987	\$72,229	\$73,312
	2.5	2.2.5	\$59,260	\$60,297	3.1.5	\$70,116	\$71,343	\$72,413	\$73,680	\$74,785
	2.6	2.2.6	\$60,230	\$61,284	3.1.6	\$71,502	\$72,753	\$73,844	\$75,136	\$76,263
	2.7	2.2.7	\$61,196	\$62,267						
	2.8	3.1.1	\$62,535	\$63,629						
	2.9	3.1.2	\$63,875	\$64,993						
Community Corrections Practitioner Grade 3 CCP 3	3.1	3.1.5	\$67,892	\$69,080	3.2.1	\$72,884	\$74,159	\$75,271	\$76,588	\$77,737
	3.2	3.2.1	\$70,572	\$71,807	3.2.2	\$74,268	\$75,568	\$76,702	\$78,044	\$79,215
	3.3	3.2.2	\$71,912	\$73,170	3.2.3	\$75,652	\$76,976	\$78,131	\$79,498	\$80,690
	3.4	3.2.3	\$73,252	\$74,534	3.2.4	\$77,033	\$78,381	\$79,557	\$80,949	\$82,163
	3.5	3.2.4	\$74,590	\$75,895	3.2.5	\$78,418	\$79,790	\$80,987	\$82,404	\$83,640

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Community Corrections Practitioner (CCP) stream	CCP Paypoint	CCP VPS Translation points from 1 July 2016	1-Jul-16	1-Jan-17	CCP VPS Translation points from 1 July 2017	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
Community Corrections Practitioner Grade 4 CCP 4	4.1	4.1.1	\$77,418	\$78,773	4.1.1	\$79,955	\$81,354	\$82,574	\$84,019	\$85,279
	4.2	4.1.2	\$79,156	\$80,541	4.1.2	\$81,749	\$83,180	\$84,428	\$85,905	\$87,194
	4.3	4.1.3	\$80,891	\$82,307	4.1.3	\$83,542	\$85,004	\$86,279	\$87,789	\$89,106
	4.4	4.1.4	\$82,627	\$84,073	4.1.4	\$85,334	\$86,827	\$88,129	\$89,671	\$91,016
	4.5	4.1.5	\$84,366	\$85,842	4.1.5	\$87,130	\$88,655	\$89,985	\$91,560	\$92,933
	4.6	4.1.6	\$86,102	\$87,609	4.1.6	\$88,923	\$90,479	\$91,836	\$93,443	\$94,845
	4.7	4.1.7	\$87,838	\$89,375	4.1.7	\$90,716	\$92,304	\$93,689	\$95,329	\$96,759
Community Corrections Practitioner Grade 5 CCP 5	CCP 5.1 Base		\$89,327	\$90,890		\$92,253	\$93,867	\$95,275	\$96,942	\$98,396
	CCP 5.1 Max		\$98,702	\$100,429		\$101,935	\$103,719	\$105,275	\$107,117	\$108,724
	<i>Progression amt</i>		\$2,678	\$2,725		\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
	CCP 5.2 Base		\$98,704	\$100,431		\$101,937	\$103,721	\$105,277	\$107,119	\$108,726
	CCP 5.2 Max		\$108,078	\$109,969		\$111,619	\$113,572	\$115,276	\$117,293	\$119,052
	<i>Progression amt</i>		\$2,678	\$2,725		\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
Community Corrections Practitioner Grade 6 CCP 6	CCP 6.1 Base		\$109,567	\$111,484		\$113,156	\$115,136	\$116,863	\$118,908	\$120,692
	CCP 6.1 Max		\$128,095	\$130,337		\$132,292	\$134,607	\$136,626	\$139,017	\$141,102
	<i>Progression amt</i>		\$3,381	\$3,440		\$3,492	\$3,553	\$3,606	\$3,669	\$3,724
	CCP 6.2 Base		\$128,096	\$130,338		\$132,293	\$134,608	\$136,627	\$139,018	\$141,103
	CCP 6.2 Max		\$146,622	\$149,188		\$151,426	\$154,076	\$156,387	\$159,124	\$161,511
<i>Progression amt</i>		\$3,381	\$3,440		\$3,492	\$3,553	\$3,606	\$3,669	\$3,724	

9. Department of Economic Development, Jobs, Transport and Resources – Fisheries Officers Structure

9.1 The Commission’s decision of 17 February 2005, agreements between the former Department of Primary Industries and the CPSU and the decision of 24 May 2005 provided the following:

- (a) Entry rate for a Trainee Fisheries Officer with a relevant degree or diploma should be not less than VPS salary point Grade 2.1.5;
- (b) No later than 12 months after commencing, a Fisheries Officer should be on not less than salary point VPS Grade 2.2.1;
- (c) No later than 2 years after commencing a Fisheries Officer should be on not less than salary point VPS Grade 2.2.4; and
- (d) No later than 3 years after commencing, a Fisheries Officer should be Grade 3.

9.2 The Fisheries Officer Structure is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The VPS Classification and Value Range Descriptors apply.

Table 12: Fisheries Officer Structure

Fisheries Officer Structure	VPS Grade Alignment
Level 1 (Trainee) Fisheries Officer	VPS salary point 2.1.1. Relevant degree or diploma VPS salary point 2.1.5
Level 2 Fisheries Officer	VPS salary point 2.2.1.
Level 3 Fisheries Officer Value Range 1	VPS salary point 3.1.1
Level 3 Fisheries Officer Value Range 2	VPS salary point 3.2.1
Senior Fisheries Officer	VPS salary point 4.1.1
Regional Supervisor Fisheries Officer Value Range 1	VPS salary point 5.1.1
Regional Supervisor Fisheries Officer Value Range 2	VPS salary point 5.2.1
Fisheries Manager Value Range 1	VPS salary point 6.1.1
Fisheries Manager Value Range 2	VPS salary point 6.2.1

10. Court Services Victoria – Court Registrar Structure

- 10.1** The relevance of the Clerk of Courts Classification Structure for Registry Staff in Victorian Jurisdictions (Table 7 of Schedule E of the *Victorian Public Service Workplace Determination 2012*) was raised during bargaining. Table 7 does not reflect all the positions in the contemporary courts. It is agreed that Table 7 Schedule E of the *Victorian Public Service Workplace Determination 2012* be removed from the Agreement.
- 10.2** The parties undertake to review the classification of Clerk of Courts and registry roles. Without limiting its scope, the review shall preserve the base classification of roles graded at Value Range 2. This review will occur within the first three months of the Agreement.
- 10.3** Specific provisions applying to the Court Registrar structure at the Magistrates’ Court of Victoria, the County Court of Victoria and the Children’s Court of Victoria are:
- (a) A minimum salary for a relevant qualification of VPS Grade 2, Value Range 1 salary point 5;
 - (b) A minimum salary of Grade 2 Value Range 1, salary point 7, upon attainment of the relevant Court trainee program; and
 - (c) Salary points for entry and completion of stages of training and recognition of prior learning in the existing Court Registrar training as set out in **Table 13** below.

Table 13: Court Registrar Structure

Position	No Relevant Qualification	Relevant Qualification
Entry	VPS Grade 2, Value Range 1.1	VPS Grade 2, Value Range 1.5
Completion of stage 1	VPS Grade 2, Value Range 1.3	VPS Grade 2, Value Range 1.6
Completion of stage 2	VPS Grade 2, Value Range 1.7	VPS Grade 2, Value Range 1.7
Deputy Registrar	VPS Grade 2, Value Range 2.1	VPS Grade 2, Value Range 2.1

- 10.4** Trainee Registrars advance to Deputy Registrar (Grade 2, Value Range 2) following completion of the relevant Court trainee program and having met the experience and performance standards.
- 10.5** For the purposes of **clause 10.4** above, ‘experience’ for Trainee Registrars participating in the Magistrates’ Court of Victoria trainee program is defined as three years.

11. Victoria Police – Police Custody Officer Structure

11.1 The structure applying to Police Custody Officers is set out in the table below. The salary minimums referred to in this table are referenced against the VPS Structure set out in **Schedule B**. The Police Custody Officer Classification Descriptors set out at **clause 11** of **Schedule E** apply.

Table 14: Police Custody Officer Structure

Police Custody Officer (PCO) Structure	VPS Grade Alignment
PCO 1 Trainee	VPS salary point 1.1.4
PCO 2 Police Custody Officer	VPS salary 2.1.1 to VPS salary point 2.2.7
PCO 3 Police Custody Supervisor	VPS salary 3.1.1 to VPS salary point 3.2.5

Schedule D Non-VPS Aligned Adaptive Structures

1. Department of Health and Human Services – Child Protection Practitioner Structure – Children Youth and Families Stream

1.1 The Child Protection Practitioner adaptive structure has two streams - the Children, Youth and Families (CYF) stream and the Child Protection Practitioner (CPP) stream.

1.2 Children, Youth and Families (CYF) stream

The following applies:

(a) This stream covers program employees in Secure Welfare Services, Youth Justice Community Based, Refugee Minor Program, Family Information Networks and Discovery, Inter Country Adoption, Placement Prevention Services, Placement Coordination units and Placement Support Services, Local Adoption and Permanent Care Teams, Quality of Care, Residential Care Services, or their successors.

(b) Progression within the CYF Grades 1 to 4 is through set progression steps as in **Table 1**.

(c) Progression within the CYF Grades 5 and 6 is through set progression amounts as occurs with equivalent VPS classifications.

(d) If a Diploma Level qualification is mandated for CYF Grade 2, the minimum salary is CYF Grade 2.1. If a relevant degree level qualification is held, the entry rate will be CYF Grade 2.3.

1.3 To avoid future salary overlaps with CYF Grade 5, any Employee with a salary exceeding CYF 4.6 at \$82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increases will be paid as a salary maintenance payment for any excess amount over CYF 4.6 at \$82,951 (rate as at 1 October 2012) as adjusted by the premium and by future base pay increase.

1.4 The Children, Youth and Families Structure is set out in **Table 1** below. The Children, Youth and Families classification and Value Range Descriptors are detailed in **Table 9** of **Schedule E**.

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Table 1: Child Protection Practitioner Structure – Children, Youth and Families (CYF) stream

Children, Youth and Families (CYF) stream	CYF Paypoint	1-Jan-16	1-Jul-16	1-Jan-17	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
Children Youth and Families Grade 1 CYF 1	1.1	\$48,359	\$49,084	\$49,943	\$50,692	\$51,579	\$52,353	\$53,269	\$54,068
	1.2	\$51,302	\$52,072	\$52,983	\$53,778	\$54,719	\$55,540	\$56,512	\$57,360
	1.3	\$54,249	\$55,063	\$56,027	\$56,867	\$57,862	\$58,730	\$59,758	\$60,654
	1.4	\$57,194	\$58,052	\$59,068	\$59,954	\$61,003	\$61,918	\$63,002	\$63,947
	1.5	\$58,174	\$59,047	\$60,080	\$60,981	\$62,048	\$62,979	\$64,081	\$65,042
Children Youth and Families Grade 2 CYF 2	2.1	\$58,324	\$59,199	\$60,235	\$61,139	\$62,209	\$63,142	\$64,247	\$65,211
	2.2	\$59,154	\$60,041	\$61,092	\$62,008	\$63,093	\$64,039	\$65,160	\$66,137
	2.3 Degree	\$64,251	\$65,215	\$66,356	\$67,351	\$68,530	\$69,558	\$70,775	\$71,837
	2.4	\$65,649	\$66,634	\$67,800	\$68,817	\$70,021	\$71,071	\$72,315	\$73,400
	2.5	\$68,897	\$69,930	\$71,154	\$72,221	\$73,485	\$74,587	\$75,892	\$77,030
	2.6	\$71,615	\$72,689	\$73,961	\$75,070	\$76,384	\$77,530	\$78,887	\$80,070
Children Youth and Families Grade 3 CYF 3	3.1	\$73,655	\$74,760	\$76,068	\$77,209	\$78,560	\$79,738	\$81,133	\$82,350
	3.2	\$77,052	\$78,208	\$79,577	\$80,771	\$82,184	\$83,417	\$84,877	\$86,150
	3.3	\$78,562	\$79,740	\$81,135	\$82,352	\$83,793	\$85,050	\$86,538	\$87,836
	3.4	\$82,850	\$84,093	\$85,565	\$86,848	\$88,368	\$89,694	\$91,264	\$92,633
Children Youth and Families Grade 4 CYF 4	4.1	\$83,848	\$85,106	\$86,595	\$87,894	\$89,432	\$90,773	\$92,362	\$93,747
	4.2	\$85,611	\$86,895	\$88,416	\$89,742	\$91,312	\$92,682	\$94,304	\$95,719
	4.3	\$87,375	\$88,686	\$90,238	\$91,592	\$93,195	\$94,593	\$96,248	\$97,692
	4.4	\$89,139	\$90,476	\$92,059	\$93,440	\$95,075	\$96,501	\$98,190	\$99,663
	4.5	\$90,647	\$92,007	\$93,617	\$95,021	\$96,684	\$98,134	\$99,851	\$101,349
	4.6	\$92,516	\$93,904	\$95,547	\$96,980	\$98,677	\$100,157	\$101,910	\$103,439
	4.7	\$92,516	\$93,904	\$95,547	\$96,980	\$98,677	\$100,157	\$101,910	\$103,439
	4.8	\$92,516	\$93,904	\$95,547	\$96,980	\$98,677	\$100,157	\$101,910	\$103,439
Children Youth and Families Grade 5 CYF 5	CYF 5.1 Base	\$92,518	\$93,906	\$95,549	\$96,982	\$98,679	\$100,159	\$101,912	\$103,441
	CYF 5.1 Max	\$97,243	\$98,702	\$100,429	\$101,935	\$103,719	\$105,275	\$107,117	\$108,724
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
	CYF 5.2 Base	\$97,245	\$98,704	\$100,431	\$101,937	\$103,721	\$105,277	\$107,119	\$108,726
	CYF 5.2 Max	\$106,481	\$108,078	\$109,969	\$111,619	\$113,572	\$115,276	\$117,293	\$119,052
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
Children Youth and Families Grade 6 CYF 6	CYF 6.1 Base	\$107,948	\$109,567	\$111,484	\$113,156	\$115,136	\$116,863	\$118,908	\$120,692
	CYF 6.1 Max	\$126,201	\$128,094	\$130,336	\$132,291	\$134,606	\$136,625	\$139,016	\$141,101
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724
	CYF 6.2 Base	\$126,202	\$128,095	\$130,337	\$132,292	\$134,607	\$136,626	\$139,017	\$141,102
	CYF 6.2 Max	\$144,457	\$146,624	\$149,190	\$151,428	\$154,078	\$156,389	\$159,126	\$161,513
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724

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Note: CPW4 who translated to the new CYF stream as CYF4 on 5 November 2012 were translated with salary maintenance. That is, for those existing staff who translated they have the ability to progress through to the top of the salary range as if the change had not occurred. This principle was also applied for YJW1 staff at Secure Welfare Services who transferred to the new CYF1 on 5 November 2012.

Note: a CYF supervisor will not be paid less than an employee they supervise.

2. Department of Health and Human Services – Child Protection Practitioner Structure – Child Protection Practitioner Stream

2.1 The Child Protection Practitioner adaptive structure has two streams - the Child Protection Practitioner (CPP) stream and the Children, Youth and Families (CYF) stream.

2.2 Child Protection Practitioner (CPP) stream

The following applies:

- (a)** This stream covers program employees including child protection intake, response, case management and case contracting, or their successors.
- (b)** Progression within the CPP Grades 2 to 4 is through applying progression steps as shown below in **Table 2**.
- (c)** Alignment of CPP Grades 5 and 6 is with VPS Grade salary and progression amounts.
- (d)** Team Managers at CPP grade 5 will have the ability to advance from Value Range 1 to Value Range 2 as a progression outcome.
- (e)** Completion of a Diploma of Community Service or a Bachelors Degree in Social Work or equivalent qualifications recognised by the Employer is a mandatory requirement for entry into CPP Grade 3 or higher Grades, except for current red-circled Employees.
- (f)** Any Employee with a Bachelor Degree in Social Work or equivalent qualifications recognised by the Employer will commence at CPP 3.2.

2.3 The salary minimums referred to in **Table 2** are referenced against the VPS structure set out in **Schedule B**.

2.4 The Child Protection Practitioner classification and Value Range Descriptors are detailed in **Table 10** of **Schedule E**.

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Table 2: Child Protection Practitioner Structure – Child Protection Practitioner Stream

Child Protection Practitioner (CPP) Stream	CPP Paypoint	1-Jan-16	1-Jul-16	1-Jan-17	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
Child Protection Practitioner Grade 2 CPP 2	2.1	\$48,855	\$49,588	\$50,456	\$51,213	\$52,109	\$52,891	\$53,817	\$54,624
	2.2	\$50,761	\$51,522	\$52,424	\$53,210	\$54,141	\$54,953	\$55,915	\$56,754
	2.3	\$52,668	\$53,458	\$54,394	\$55,210	\$56,176	\$57,019	\$58,017	\$58,887
	2.4	\$54,573	\$55,392	\$56,361	\$57,206	\$58,207	\$59,080	\$60,114	\$61,016
	2.5	\$56,479	\$57,326	\$58,329	\$59,204	\$60,240	\$61,144	\$62,214	\$63,147
	2.6	\$58,384	\$59,260	\$60,297	\$61,201	\$62,272	\$63,206	\$64,312	\$65,277
	2.7	\$60,292	\$61,196	\$62,267	\$63,201	\$64,307	\$65,272	\$66,414	\$67,410
Child Protection Practitioner Grade 3 CPP 3	3.1	\$61,611	\$62,535	\$63,629	\$64,583	\$65,713	\$66,699	\$67,866	\$68,884
	3.2 Degree	\$64,251	\$65,215	\$66,356	\$67,351	\$68,530	\$69,558	\$70,775	\$71,837
	3.3	\$66,889	\$67,892	\$69,080	\$70,116	\$71,343	\$72,413	\$73,680	\$74,785
	3.4	\$69,529	\$70,572	\$71,807	\$72,884	\$74,159	\$75,271	\$76,588	\$77,737
	3.5	\$72,169	\$73,252	\$74,534	\$75,652	\$76,976	\$78,131	\$79,498	\$80,690
	3.6	\$74,808	\$75,930	\$77,259	\$78,418	\$79,790	\$80,987	\$82,404	\$83,640
Child Protection Practitioner Grade 4 CPP 4	4.1	\$76,274	\$77,418	\$78,773	\$79,955	\$81,354	\$82,574	\$84,019	\$85,279
	4.2	\$79,696	\$80,891	\$82,307	\$83,542	\$85,004	\$86,279	\$87,789	\$89,106
	4.3	\$83,119	\$84,366	\$85,842	\$87,130	\$88,655	\$89,985	\$91,560	\$92,933
	4.4	\$86,540	\$87,838	\$89,375	\$90,716	\$92,304	\$93,689	\$95,329	\$96,759
Child Protection Practitioner Grade 5 CPP 5	CPP 5.1 Base	\$88,007	\$89,327	\$90,890	\$92,253	\$93,867	\$95,275	\$96,942	\$98,396
	CPP 5.1 Max	\$97,243	\$98,702	\$100,429	\$101,935	\$103,719	\$105,275	\$107,117	\$108,724
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
	CPP 5.2 Base	\$97,245	\$98,704	\$100,431	\$101,937	\$103,721	\$105,277	\$107,119	\$108,726
	CPP 5.2 Max	\$106,481	\$108,078	\$109,969	\$111,619	\$113,572	\$115,276	\$117,293	\$119,052
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
Child Protection Practitioner Grade 6 CPP 6	CPP 6.1 Base	\$107,948	\$109,567	\$111,484	\$113,156	\$115,136	\$116,863	\$118,908	\$120,692
	CPP 6.1 Max	\$126,202	\$128,095	\$130,337	\$132,292	\$134,607	\$136,626	\$139,017	\$141,102
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724
	CPP 6.2 Base	\$126,203	\$128,096	\$130,338	\$132,293	\$134,608	\$136,627	\$139,018	\$141,103
	CPP 6.2 Max	\$144,457	\$146,624	\$149,190	\$151,428	\$154,078	\$156,389	\$159,126	\$161,513
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724

Note: Case Contractors (CPW4) who translated to the new CPP stream as CPP4 on 5 November 2012 and remain a case contractor were translated with salary maintenance. That is, for those existing staff who translated they have the ability to progress to through to the top of the salary range as if the change had not occurred.

3. Department of Health and Human Services – Youth Justice Worker Structure

3.1 Youth Justice Worker (YJW) grade descriptors are set at **clause 8** of **Schedule E**.

3.2 Progression within the YJW Grades 1, 2, 3 and 4 is through set progression steps. Progression within the YJW Grades 5 and 6 is through set progression amounts as occurs with VPS classifications.

Table 3: Youth Justice Worker Structure

Youth Justice Worker (YJW) Structure	YJW Pay Point	1-Jan-16	1-Jul-16	1-Jan-17	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
YOUTH JUSTICE WORKER GRADE 1 YJW 1	1.1	\$46,951	\$47,655	\$48,489	\$49,216	\$50,077	\$50,828	\$51,717	\$52,493
	1.2	\$47,902	\$48,621	\$49,472	\$50,214	\$51,093	\$51,859	\$52,767	\$53,559
	1.3	\$48,855	\$49,588	\$50,456	\$51,213	\$52,109	\$52,891	\$53,817	\$54,624
	1.4	\$49,810	\$50,557	\$51,442	\$52,214	\$53,128	\$53,925	\$54,869	\$55,692
	1.5	\$50,761	\$51,522	\$52,424	\$53,210	\$54,141	\$54,953	\$55,915	\$56,754
	1.6	\$51,715	\$52,491	\$53,410	\$54,211	\$55,160	\$55,987	\$56,967	\$57,822
	1.7	\$52,668	\$53,458	\$54,394	\$55,210	\$56,176	\$57,019	\$58,017	\$58,887
	1.8	\$53,621	\$54,425	\$55,377	\$56,208	\$57,192	\$58,050	\$59,066	\$59,952
	1.9	\$54,573	\$55,392	\$56,361	\$57,206	\$58,207	\$59,080	\$60,114	\$61,016
	1.10	\$55,527	\$56,360	\$57,346	\$58,206	\$59,225	\$60,113	\$61,165	\$62,082
	1.11	\$56,479	\$57,326	\$58,329	\$59,204	\$60,240	\$61,144	\$62,214	\$63,147
	1.12	\$57,433	\$58,294	\$59,314	\$60,204	\$61,258	\$62,177	\$63,265	\$64,214
	1.13	\$58,384	\$59,260	\$60,297	\$61,201	\$62,272	\$63,206	\$64,312	\$65,277
	1.14	\$59,340	\$60,230	\$61,284	\$62,203	\$63,292	\$64,241	\$65,365	\$66,345
	1.15	\$60,292	\$61,196	\$62,267	\$63,201	\$64,307	\$65,272	\$66,414	\$67,410
YOUTH JUSTICE WORKER GRADE 2 YJW 2	2.1	\$61,611	\$62,535	\$63,629	\$64,583	\$65,713	\$66,699	\$67,866	\$68,884
	2.2	\$62,931	\$63,875	\$64,993	\$65,968	\$67,122	\$68,129	\$69,321	\$70,361
	2.3	\$64,251	\$65,215	\$66,356	\$67,351	\$68,530	\$69,558	\$70,775	\$71,837
	2.4	\$65,570	\$66,554	\$67,719	\$68,735	\$69,938	\$70,987	\$72,229	\$73,312
	2.5	\$66,889	\$67,892	\$69,080	\$70,116	\$71,343	\$72,413	\$73,680	\$74,785
	2.6	\$68,210	\$69,233	\$70,445	\$71,502	\$72,753	\$73,844	\$75,136	\$76,263
	2.7	\$69,529	\$70,572	\$71,807	\$72,884	\$74,159	\$75,271	\$76,588	\$77,737
	2.8	\$70,849	\$71,912	\$73,170	\$74,268	\$75,568	\$76,702	\$78,044	\$79,215
YOUTH JUSTICE WORKER GRADE 3 YJW 3	3.1	\$72,169	\$73,252	\$74,534	\$75,652	\$76,976	\$78,131	\$79,498	\$80,690
	3.2	\$73,488	\$74,590	\$75,895	\$77,033	\$78,381	\$79,557	\$80,949	\$82,163
	3.3	\$74,808	\$75,930	\$77,259	\$78,418	\$79,790	\$80,987	\$82,404	\$83,640
	3.4	\$76,274	\$77,418	\$78,773	\$79,955	\$81,354	\$82,574	\$84,019	\$85,279
	3.5	\$77,986	\$79,156	\$80,541	\$81,749	\$83,180	\$84,428	\$85,905	\$87,194
	3.6	\$80,436	\$81,643	\$83,072	\$84,318	\$85,794	\$87,081	\$88,605	\$89,934

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Youth Justice Worker (YJW) Structure	YJW Pay Point	1-Jan-16	1-Jul-16	1-Jan-17	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
YOUTH JUSTICE WORKER GRADE 4 YJW 4	4.1	\$81,406	\$82,627	\$84,073	\$85,334	\$86,827	\$88,129	\$89,671	\$91,016
	4.2	\$83,119	\$84,366	\$85,842	\$87,130	\$88,655	\$89,985	\$91,560	\$92,933
	4.3	\$84,830	\$86,102	\$87,609	\$88,923	\$90,479	\$91,836	\$93,443	\$94,845
	4.4	\$86,540	\$87,838	\$89,375	\$90,716	\$92,304	\$93,689	\$95,329	\$96,759
	4.5	\$88,007	\$89,327	\$90,890	\$92,253	\$93,867	\$95,275	\$96,942	\$98,396
	4.6	\$89,822	\$91,169	\$92,764	\$94,155	\$95,803	\$97,240	\$98,942	\$100,426
	4.7	\$91,639	\$93,014	\$94,642	\$96,062	\$97,743	\$99,209	\$100,945	\$102,459
	4.8	\$92,373	\$93,759	\$95,400	\$96,831	\$98,526	\$100,004	\$101,754	\$103,280
YOUTH JUSTICE WORKER GRADE 5 YJW 5	YJW 5.1 Base	\$92,518	\$93,906	\$95,549	\$96,982	\$98,679	\$100,159	\$101,912	\$103,441
	YJW 5.1 Max	\$97,243	\$98,702	\$100,429	\$101,935	\$103,719	\$105,275	\$107,117	\$108,724
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
	YJW 5.2 Base	\$97,245	\$98,704	\$100,431	\$101,937	\$103,721	\$105,277	\$107,119	\$108,726
	YJW 5.2 Max	\$106,481	\$108,078	\$109,969	\$111,619	\$113,572	\$115,276	\$117,293	\$119,052
	<i>Progression amt</i>	\$2,638	\$2,678	\$2,725	\$2,766	\$2,814	\$2,856	\$2,906	\$2,950
YOUTH JUSTICE WORKER GRADE 6 YJW 6	YJW 6.1 Base	\$107,948	\$109,567	\$111,484	\$113,156	\$115,136	\$116,863	\$118,908	\$120,692
	YJW 6.1 Max	\$126,202	\$128,095	\$130,337	\$132,292	\$134,607	\$136,626	\$139,017	\$141,102
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724
	YJW 6.2 Base	\$126,203	\$128,096	\$130,338	\$132,293	\$134,608	\$136,627	\$139,018	\$141,103
	YJW 6.2 Max	\$144,455	\$146,622	\$149,188	\$151,426	\$154,076	\$156,387	\$159,124	\$161,511
	<i>Progression amt</i>	\$3,331	\$3,381	\$3,440	\$3,492	\$3,553	\$3,606	\$3,669	\$3,724

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4. Victoria Police – Forensic Officer Structure

4.1 The following table sets out the wages applicable to Forensic Officers. The Forensic Officer Work Level Descriptors set out at **clause 10 of Schedule E** apply

Table 4: Forensic Officer Structure

Grade	Progression Level	1-Jan-16	1-Jul-16	1-Jan-17	1-Jul-17	1-Jan-18	1-Jul-18	1-Jan-19	1-Jul-19
Forensic Officer 1	1	\$50,180	\$50,933	\$51,824	\$52,601	\$53,522	\$54,325	\$55,276	\$56,105
	2	\$51,183	\$51,951	\$52,860	\$53,653	\$54,592	\$55,411	\$56,381	\$57,227
	3	\$52,205	\$52,988	\$53,915	\$54,724	\$55,682	\$56,517	\$57,506	\$58,369
	4	\$53,252	\$54,051	\$54,997	\$55,822	\$56,799	\$57,651	\$58,660	\$59,540
	5	\$54,315	\$55,130	\$56,095	\$56,936	\$57,932	\$58,801	\$59,830	\$60,727
	6	\$55,402	\$56,233	\$57,217	\$58,075	\$59,091	\$59,977	\$61,027	\$61,942
Forensic Officer 2	1	\$59,354	\$60,244	\$61,298	\$62,217	\$63,306	\$64,256	\$65,380	\$66,361
	2	\$60,541	\$61,449	\$62,524	\$63,462	\$64,573	\$65,542	\$66,689	\$67,689
	3	\$61,752	\$62,678	\$63,775	\$64,732	\$65,865	\$66,853	\$68,023	\$69,043
	4	\$62,988	\$63,933	\$65,052	\$66,028	\$67,183	\$68,191	\$69,384	\$70,425
	5	\$64,247	\$65,211	\$66,352	\$67,347	\$68,526	\$69,554	\$70,771	\$71,833
	6	\$65,528	\$66,511	\$67,675	\$68,690	\$69,892	\$70,940	\$72,181	\$73,264
Forensic Officer 3	1	\$74,460	\$75,577	\$76,900	\$78,054	\$79,420	\$80,611	\$82,022	\$83,252
	2	\$75,951	\$77,090	\$78,439	\$79,616	\$81,009	\$82,224	\$83,663	\$84,918
	3	\$77,470	\$78,632	\$80,008	\$81,208	\$82,629	\$83,868	\$85,336	\$86,616
	4	\$79,019	\$80,204	\$81,608	\$82,832	\$84,282	\$85,546	\$87,043	\$88,349
	5	\$80,600	\$81,809	\$83,241	\$84,490	\$85,969	\$87,259	\$88,786	\$90,118
	6	\$82,210	\$83,443	\$84,903	\$86,177	\$87,685	\$89,000	\$90,558	\$91,916
Forensic Officer 4	1	\$84,175	\$85,438	\$86,933	\$88,237	\$89,781	\$91,128	\$92,723	\$94,114
	2	\$85,857	\$87,145	\$88,670	\$90,000	\$91,575	\$92,949	\$94,576	\$95,995
	3	\$87,574	\$88,888	\$90,444	\$91,801	\$93,408	\$94,809	\$96,468	\$97,915
	4	\$89,326	\$90,666	\$92,253	\$93,637	\$95,276	\$96,705	\$98,397	\$99,873
	5	\$91,111	\$92,478	\$94,096	\$95,507	\$97,178	\$98,636	\$100,362	\$101,867
	6	\$92,934	\$94,328	\$95,979	\$97,419	\$99,124	\$100,611	\$102,372	\$103,908
Forensic Officer 5	1	\$99,282	\$100,771	\$102,534	\$104,072	\$105,893	\$107,481	\$109,362	\$111,002
	2	\$99,282	\$100,771	\$102,534	\$104,072	\$105,893	\$107,481	\$109,362	\$111,002
	3	\$103,252	\$104,801	\$106,635	\$108,235	\$110,129	\$111,781	\$113,737	\$115,443
	4	\$103,252	\$104,801	\$106,635	\$108,235	\$110,129	\$111,781	\$113,737	\$115,443
	5	\$107,382	\$108,993	\$110,900	\$112,564	\$114,534	\$116,252	\$118,286	\$120,060
	6	\$107,382	\$108,993	\$110,900	\$112,564	\$114,534	\$116,252	\$118,286	\$120,060
Forensic Officer 6	1	\$116,550	\$118,298	\$120,368	\$122,174	\$124,312	\$126,177	\$128,385	\$130,311
	2	\$116,550	\$118,298	\$120,368	\$122,174	\$124,312	\$126,177	\$128,385	\$130,311
	3	\$121,210	\$123,028	\$125,181	\$127,059	\$129,283	\$131,222	\$133,518	\$135,521
	4	\$121,210	\$123,028	\$125,181	\$127,059	\$129,283	\$131,222	\$133,518	\$135,521
	5	\$126,058	\$127,949	\$130,188	\$132,141	\$134,453	\$136,470	\$138,858	\$140,941
	6	\$126,058	\$127,949	\$130,188	\$132,141	\$134,453	\$136,470	\$138,858	\$140,941
Forensic Officer 7	1	\$134,894	\$136,917	\$139,313	\$141,403	\$143,878	\$146,036	\$148,592	\$150,821
	2	\$134,894	\$136,917	\$139,313	\$141,403	\$143,878	\$146,036	\$148,592	\$150,821
	3	\$140,291	\$142,395	\$144,887	\$147,060	\$149,634	\$151,879	\$154,537	\$156,855
	4	\$140,291	\$142,395	\$144,887	\$147,060	\$149,634	\$151,879	\$154,537	\$156,855
	5	\$145,900	\$148,089	\$150,681	\$152,941	\$155,617	\$157,951	\$160,715	\$163,126
	6	\$145,900	\$148,089	\$150,681	\$152,941	\$155,617	\$157,951	\$160,715	\$163,126

5. Ministerial Chauffeurs Structure

5.1 The following table sets out the wages applicable to Ministerial Chauffeurs.

Table 5: Ministerial Chauffeurs Structure

1-Jan-16			
Classification	Salary	Gratuity	Annualised salary
Pool	\$75,699		\$75,699
Allocated Passenger	\$75,699	\$3,004	\$78,703
Government Leader	\$75,699	\$4,719	\$80,418
Premier	\$75,699	\$9,246	\$84,945
1-Jul-16			
Classification	Salary	Gratuity	Annualised salary
Pool	\$76,834		\$76,834
Allocated Passenger	\$76,834	\$3,049	\$79,883
Government Leader	\$76,834	\$4,790	\$81,624
Premier	\$76,834	\$9,385	\$86,219
1-Jan-17			
Classification	Salary	Gratuity	Annualised salary
Pool	\$78,179		\$78,179
Allocated Passenger	\$78,179	\$3,102	\$81,281
Government Leader	\$78,179	\$4,874	\$83,053
Premier	\$78,179	\$9,549	\$87,728
1-Jul-17			
Classification	Salary	Gratuity	Annualised salary
Pool	\$79,352		\$79,352
Allocated Passenger	\$79,352	\$3,149	\$82,501
Government Leader	\$79,352	\$4,947	\$84,299
Premier	\$79,352	\$9,692	\$89,044
1-Jan-18			
Classification	Salary	Gratuity	Annualised salary
Pool	\$80,741		\$80,741
Allocated Passenger	\$80,741	\$3,204	\$83,945
Government Leader	\$80,741	\$5,034	\$85,775
Premier	\$80,741	\$9,862	\$90,603
1-Jul-18			
Classification	Salary	Gratuity	Annualised salary
Pool	\$81,952		\$81,952
Allocated Passenger	\$81,952	\$3,252	\$85,204
Government Leader	\$81,952	\$5,110	\$87,062
Premier	\$81,952	\$10,010	\$91,962
1-Jan-19			
Classification	Salary	Gratuity	Annualised salary
Pool	\$83,386		\$83,386
Allocated Passenger	\$83,386	\$3,309	\$86,695
Government Leader	\$83,386	\$5,199	\$88,585
Premier	\$83,386	\$10,185	\$93,571

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1-Jul-19			
Classification	Salary	Gratuity	Annualised salary
Pool	\$84,637		\$84,637
Allocated Passenger	\$84,637	\$3,359	\$87,996
Government Leader	\$84,637	\$5,277	\$89,914
Premier	\$84,637	\$10,338	\$94,975

- 5.2** Government Leader includes the leader in both houses of parliament and the Deputy Premier.
- 5.3** If a Ministerial Chauffeur transfers to a position at a lower classification level, he/she will continue to receive the gratuity applicable to the position from which he/she has transferred for a period of 3 months following his/her transfer.
- 5.4** Subject to the Trust Deeds of the applicable superannuation schemes, where a Ministerial Chauffeur transfers to a position at a lower classification level:
- (a)** in the case of members of the New Superannuation Scheme and the Revised Superannuation Scheme, the Employee's salary for superannuation contribution purposes shall be the salary (including gratuity) applicable to the higher position until such time as the rate applicable to their new classification exceeds the rate they received in the higher position; and
 - (b)** in the case of members of VicSuper, the Employee's salary for superannuation contribution purposes shall be the salary (including gratuity, if any) applicable to the lower position to which they have transferred.

Schedule E Classification Descriptors

1. VPS Non-Executive Career Structure Classification and Value Range Standard Descriptors

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A
Accountability and Frameworks	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> clear and detailed instructions are provided; tasks are covered by standard procedures; deviation from procedures or unfamiliar situations are referred to higher levels; and work is regularly checked <p>Influences own daily work priorities and schedules under direction of supervisor</p> <p>Accountable for accuracy and</p>	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes, and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p> <p>Analysis and advice contributes to decision making by others</p> <p>Manages budget and resources for the work</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/ or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation</p>

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	timeliness of outputs			area		
Innovation and Originality	The focus is on maintaining existing systems and processes Identifies opportunities to improve own efficiency and suggests these to supervisor	Judgement is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Creatively deals with problems within the work area	Initiates improvements to procedures within the work area	Assesses and responds to policy and process changes in the work area Identifies and applies developments within professional field to problem solving within the work area	Innovative thinking is an inherent feature of the job Defines the appropriate methodology in the analysis of policy or research options
Communication	1.1B	2.1B	2.2B	3.1B	3.2B	4.1B
	Provides and receives routine information Communication is mainly focused on routine issues that may require an understanding of the operational context	Explains rules, procedures and operational policies to individual clients or colleagues Presents routine information to small groups and provides feedback to organisation Draft routine internal reports and correspondence Liaises with stakeholders, clients and external providers of goods and services Suggests alternative approaches to clients or	Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups Uses persuasion skills in dealing with an individual client, colleague, service provider or the like	May lead a team through activities including individual and team performance management and development Explains concepts and policies to clients, stakeholders and staff Plans, leads and facilitates information sessions and consultative processes in a range of settings Prepares briefs on sensitive issues for consideration of others Draft public communication	Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues Prepares complex operational reports requiring in-depth factual analysis	Conveys specialist concepts and policies to clients, staff and stakeholders Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level Develops and implements operational communication and consultation strategies on specific projects Applies negotiation persuasion and motivation skills to manage staff and

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
		stakeholders Understands procedures for effectively dealing with people exhibiting challenging behaviours		documents Communicates issues and advocates a preferred case or option to stakeholders Communicate professional/ technical concepts and advice Provides communication guidance to less experienced colleagues Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers		stakeholders
Knowledge and Proficiency	1.1C	2.1C	2.2C	3.1C	3.2C	4.1C
	Focus is on learning, developing and refining work skills Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these	Understands and applies theoretical principles, under supervision, to achieve defined outcomes Develops knowledge of established techniques and organisational processes	Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations Local reference point in operational processes and procedures	Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations Authoritative in application of processes and policy relevant to the work unit	Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field Applies understanding of interrelationships between stakeholders and/or other work units to achieve local	Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving Applies sound theoretical and practical expertise in development of policy

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4						
	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	skills Requires understanding of general office work routines and procedures Acquire and apply proficiency in standard office equipment and computer applications	Proficient in use of software or technical equipment Knowledge of legislation, regulations, policies and processes relevant and specific to the role		Knowledge of relevant legislation, regulations, policies and processes	objectives	options Authoritative in application of processes
Policy and Projects	1.1D	2.1D	2.2D	3.1D	3.2D	4.1D
	Provides administrative support to policy and projects, consistent with the support elements described in 1.1B	Drafts minutes and action plans for consideration by others Collects data, undertakes basic analysis and prepares simple reports	Undertakes research specified by others, including data analysis Administers routine projects under direction or coordinates project steps Contributes to operational service delivery policy development	Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others Conducts projects of defined scope under direction Obtains, summarises and reports on stakeholder views	Plans and conducts several narrowly scoped projects simultaneously Conducts aspects of more complex projects under direction Contributes to planning on large projects	Researches and develops recommendations in a specific field of expertise Develops and implements operational policy which impacts the immediate work area Contributes to strategic policy development within a specific field of expertise Manages projects, usually under limited direction Contributes expertise

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
						to a team working on complex projects Prepares project scopes and briefs within broad parameters Manages multi-disciplinary project teams
Administrative and Corporate Support	1.1E	2.1E	2.2E	3.1E	3.2E	4.1E
	Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	Provides office support through activities such as using and maintaining standard office equipment and software Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases Performs telephone and counter duties	Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations Provides support to contract administration Demonstrates problem solving in processing work Create and maintains local databases or reporting systems utilising standard software Analyse standard reports and data to	May lead a corporate support team Manages team performance through activities such as monitoring and reporting Maintains corporate databases and completes analysis Monitors and administers straight forward, local contracts and service agreements within a well-defined service delivery framework	Prepares and analyses reports from corporate databases to support decision making in the broader work area Develops local databases or reporting systems Negotiate straight forward, local contracts and service agreements	Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise Negotiates and manages straight forward, corporate contracts and service agreements Drafts reports and recommendations by interpreting and analysing data

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
		consistent with 2.1B	identify exceptions			
Operational Service Delivery	1.1F	2.1F	2.2F	3.1F	3.2F	4.1F
	<p>Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications and individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>Supervises a service delivery team</p> <p>Assesses client needs and delivers a range of services in complex situations investigates and assesses actions by individuals or organisations against legislation, rules, regulations and service agreements</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>Reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>
Technical/Specialist	1.1G	2.1G	2.2G	3.1G	3.2G	4.1G
	Assists technicians, scientists and	Conducts routine scientific, technical or	Modifies routine scientific, technical or	Conducts small to medium scientific,	Plan small to medium scientific, technical or	Manages a scientific, technical or specialist

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Table 1.1: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 1 to 4

	Grade 1	Grade 2		Grade 3		Grade 4
Value Range		VR1	VR2	VR1	VR2	
	<p>specialists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>specialist procedures and data collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>specialist procedures to a limited specification</p> <p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>technical or specialist projects defined by others</p> <p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desk-top studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>specialist projects</p> <p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>team and/or projects</p> <p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>

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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
Decision Making	5.1A	5.2A	6.1A	6.2A
Rules, Guidelines, and Frameworks	<p>Decisions often impact upon staff, peers and clients outside the immediate work area</p> <p>Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>Advice and analysis influences policy development</p> <p>Contributes to strategic business planning</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p>	<p>Decisions may set precedents for peers</p> <p>Develops business plans to deliver on evolving organisational priorities</p>	<p>Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities</p> <p>Participates in strategic planning and contributes to strategic decision making process</p> <p>Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans</p>	<p>Develops policies, programs and initiatives that impact on programs or major functional areas</p> <p>Required to interpret general policy framework to make decisions in the absence of definitive operational policies</p>
Innovation and Originality	<p>Innovative thinking and analysis influences developments within area of responsibility</p>	<p>Solutions and thinking may advance organisational innovation or occupational/professional knowledge</p> <p>Creatively develops options in a changing organisational environment</p>	<p>Identifies and responds to new and emerging strategic issues impacting on the operating environment</p>	<p>Contributes advanced expertise and knowledge to strategic planning and decision making processes</p>

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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
Communication	5.1B	5.2B	6.1B	6.2B
	<p>Initiates and maintains relationships with peer and senior internal and external stakeholders</p> <p>Focuses on understanding stakeholder issues</p> <p>Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice</p> <p>Prepares technical reports at an advanced professional level</p>	<p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement</p> <p>Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels</p> <p>Manages consultation processes including engagement with key stakeholders.</p> <p>Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice</p> <p>Is influential in negotiations with external suppliers of major services</p>	<p>Purpose of communication may be to resolve complex issues through a process of consultation and negotiation</p> <p>Prepares technical reports at an authoritative level</p> <p>Develops briefs on highly complex issues that provide options for decision within an organisation</p> <p>Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>Focuses on understanding</p>	<p>Is required to use formal and informal channels to influence organisation or program management to achieve goals</p> <p>Influences stakeholders holding competing priorities and views</p> <p>Briefs high level stakeholders in own area of expertise in a variety of forums</p> <p>Operates with loosely defined hierarchies of decision-making</p> <p>Negotiates to resolve differences to achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>

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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6				
	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
			stakeholder issues and influencing their views Provides authoritative expert advice on complex issues within own area	
Policy and Projects	5.1C	5.2C	6.1C	6.2C
	Formulates policy options and advice Develops project briefs consistent with business plan direction Manages and leads projects Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision	Advocates policy options Manages and leads complex projects	Responsible for operational policy or service development impacting on a major functional area Responsible for implementation of endorsed strategic policy within the functional area Routinely advises senior stakeholders on policy issues and solutions within a functional area	Responsible for operational policy or service development that has significant impact across functional areas Responsible for implementation of endorsed strategic policy across functional areas Area of expertise and responsibility is complicated by the scale and difficulty of the issues Manages major projects for the organisation Provides policy advice to government, senior levels of the organisation and key external stakeholders
Administrative and Corporate Support	5.1D	5.2D	6.1D	6.2D
	Manages a discrete function with limited budget or staff responsibilities Provides high level expertise	Manages a discrete function with increased budget, staff responsibilities, or sensitive or complex issues	Manages an area with significant budget, staff responsibilities or strategic importance Contributes to strategic corporate	Provides leadership and guidance based on advanced expertise Manages a range of strategic

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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
	dealing with more complex issues in a specialised corporate support function	Provides professional leadership in a specialised corporate support function	initiatives and is responsible for implementation	corporate functions, each with significant budget, staff responsibilities or strategic importance Leads strategic corporate initiatives
Operational Service Delivery	5.1E	5.2E	6.1E	6.2E
	Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility Determines service delivery resource allocation Provides specialist professional services or advice	Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	Manages a large scale organisational service or regional delivery function Develops service delivery models within business plans and objectives Provides highly specialist services or expert advice on service delivery	Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects
Technical Specialist	5.1F	5.2F	6.1F	6.2F
	Specialist in an area of their profession and relied on for advice in this field Undertakes complex independent scientific, technical or specialist work and analysis Initiates research and analysis within an area of expertise consistent with organisational objectives	Provides leadership and guidance to other specialists in the field Contributes to the development of standards relating to the sector, program or profession	Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs Routinely advises senior levels of the organisation on policy issues and solutions within a functional area Develop technical or professional standards for the organisation	Area of expertise and responsibility is complicated by the scale and difficulty of the issues Provides leadership and guidance based on advanced expertise

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Table 1.2: VPS Grade Descriptors and Value Range Standard Descriptors - Grades 5 And 6

	Grade 5		Grade 6	
Value Range	VR 1	VR 2	VR 1	VR 2
Knowledge and Proficiency	5.1G	5.2G	6.1G	6.2G
	<p>Uses specialist knowledge within a confined field to challenge policies and professional concepts. Applies complex concepts to policy development or research</p> <p>Provides leadership in the adaptation and application of concepts to operational matters within local work area</p> <p>Models high level leadership attributes</p>	<p>Modifies and applies concepts to new situations that may impact beyond the immediate work area</p> <p>Provides leadership in the application of concepts to policy development</p>	<p>Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives</p> <p>Applies complex concepts drawn from non-related fields to address policy issues</p> <p>High level expertise in the field or discipline</p>	<p>Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives</p> <p>High level expertise in the program area</p> <p>High level expertise in a field or discipline that is critical to the program or organisation</p>

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Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1 7.1A	VR 2 7.2A	VR 3 7.3A
	<p>Leads highly specialised professional research, Provides professional leadership in a major program or field of research</p> <p>Manages a significant professional research institute or function with significant resource management responsibilities</p> <p>Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program</p> <p>Responsible for quality professional outcomes of work</p> <p>Understands the implications of the work and its impact on/contribution to Departmental or Government policy</p> <p>Provides professional leadership and development of staff in area of professional expertise</p> <p>Influences departmental policy direction and may develop or change policy as a result of specialised work or research.</p> <p>Responsible for the quality professional outcomes of major projects</p> <p>Departmental and Statewide reputation is associated with positions at this level</p>	<p>This value range is characterised by work consistent with that expressed in Value range 1 with broader scope, complexity and impact</p> <p>Provides authoritative advice and leadership in area of expertise</p> <p>Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency</p> <p>Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise</p> <p>Provides professional leadership and development of staff in area of professional expertise including leading and inspiring teams of fellow professionals</p>	<p>Regarded as having the highest level of expertise within the Agency and is recognised nationally and internationally in narrower fields</p> <p>Expertise is of primary importance to the Department/Government</p> <p>Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise</p> <p>Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects</p>
Decision Making	7.1B		
Accountability and Frameworks	<p>Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards</p> <p>Generates strategic directions and programs for the agency or the sector</p> <p>Develops strategic frameworks for research or</p>		

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Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	<p>industry development</p> <p>Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour</p> <p>Outcomes directly affect external perceptions of the Department by Government and the community</p> <p>Influences the national and international debate in the profession/ field of expertise</p>		
Innovation and Originality	7.1C		
	<p>Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/ major projects</p> <p>Identifies and responds to new and emerging issues in the field and their longer term implications for the State</p>		
Communication	7.1D	7.2D	7.3D
	<p>Interacts with executives/ professional staff within the organisation and with other experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from 'professional/expert' role. As an expert, communication will rarely be questioned</p> <p>Close interaction with other professionals in</p>	<p>Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>Initiates and negotiates joint research programs with universities and other agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time</p>

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Table 1.3: VPS Grade Descriptors and Value Range Standard Descriptors - Senior Technical Specialist

Value Range	VR 1	VR 2	VR 3
	<p>the field</p> <p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>		
Knowledge and Proficiency	7.1E		
	<p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p> <p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		

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2. Legal Grade and Value Range Descriptors

Note: Legal Grade and Value Range Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align.

Table 2.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3

Legal Category Definition	Articled Clerk	Solicitor - Level 1	Solicitor-- Level 2		Solicitor – Level 3
VPS Grade Alignment	VPS Grade 2 VR1	VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
<p>A Legal Officer is in a job that requires a mandatory legal qualification, admission to practise (or is preparing for admission to practise) and the sole or major focus is the practice of law. This includes:</p> <ul style="list-style-type: none"> • preparing, conducting and advocating cases; • briefing counsel and supervising lawyers in private practice who represent the agency; • preparing legal documents • providing legal advice and opinions; • researching and interpreting case law, precedents, legal procedures and legislation; • interpreting legislation and precedent; and • developing and reviewing legislation 	<p>An articled clerk functions within an environment that reflects an understanding and appreciation of the structures of the Victorian legal system.</p> <p>In this context, articled clerks continue to acquire knowledge and apply professional legal knowledge under direct supervision.</p> <p>The focus is on applying professional knowledge under supervision. Routine work is dealt with independently</p> <p>Professional legal work is checked and approved by others.</p>	<p>Solicitor Level 1 is the minimum entry level for an admitted solicitor with limited* or no practice experience or for roles working within a well-defined operational environment under direct supervision.</p> <p>Note* Limited practice experience would typically be characterised by less than 12 months experience.</p> <p>The focus at this level is to undertake professional tasks within established guidelines and policies.</p> <p>Level 1 Solicitors progress to Level 2 following 12 months service or earlier provided they meet the performance standards of the Department/ Agency at this level and the work is required at Level 2.</p>	<p>The working environment provides broad guidelines and procedures in which the person is expected to confidently adapt and apply knowledge to their work.</p> <p>The role requires diminishing supervision for routine matters and operates within a more challenging functional environment.</p> <p>The job focus changes to undertaking professional tasks within established guidelines and policies with greater independence.</p>	<p>Independent performance of legal professional work at an advanced level.</p> <p>Capable of working independently in providing legal advice and regarded as developing a key functional expertise within the area of expertise.</p> <p>May have responsibility for mentoring less experienced legal staff</p>	

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Table 2.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3

Legal Category Definition	Articled Clerk	Solicitor - Level 1	Solicitor-- Level 2		Solicitor – Level 3
VPS Grade Alignment	VPS Grade 2 VR1	VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
Litigation	VPS Grade and Value Range descriptors apply	<p>Provides support to more experienced legal officers in courts, tribunals and review forums</p> <p>Assists with interviewing witnesses and taking statements</p> <p>Provides routine advice within established procedural frameworks</p> <p>Assists in preparing and presenting cases in a range of review forums, tribunals and courts</p> <p>Attend directions hearings and routine case conferences</p>	<p>Assesses case requirements and implements appropriate processes from a range of accepted options</p> <p>Assists with preparation for negotiations between opposing parties.</p> <p>Assess adequacy of evidence in routine cases</p> <p>Prepares for routine litigation in Magistrates Courts, County Courts and tribunals</p> <p>Appears in routine matters in the Magistrates and County Courts, and tribunals including mentions and case conferences</p> <p>Prepares and instructs in routine committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals</p> <p>Assists in the development of legal strategies</p>	<p>Prepares more complex cases/ matters</p> <p>Negotiates settlement agreements within defined parameters.</p> <p>Instructs in more complex committals, inquests, trials and appeals and routine civil proceedings in the Magistrates and County Courts, and tribunals</p>	<p>Participates in negotiations and recommends dispute settlements</p> <p>Prepare and/or instructs in more complex committals, summary prosecutions, inquests, trials and appeals</p> <p>Manages cases involving less prescription or limited precedents</p> <p>Briefs and instructs counsel on moderately complex matters</p> <p>Appears in matters in the Magistrates and County Courts, and tribunals including mentions and case conferences including cases of a more complex nature</p>
Advice Work	VPS Grade and Value Range descriptors apply	<p>Prepares legal briefs and advice under supervision</p> <p>Undertakes legal research under direction to contribute</p>	<p>Recommends appropriate legal courses of action from a range of alternatives based on known practice and</p>	<p>Prepares detailed documents requiring detailed legal analysis</p> <p>Contributes to planning of</p>	<p>Develops legal policy proposals for consideration by others</p> <p>Provides advice in a</p>

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Table 2.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3

Legal Category Definition	Articled Clerk	Solicitor - Level 1	Solicitor-- Level 2		Solicitor – Level 3
VPS Grade Alignment	VPS Grade 2 VR1	VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
		<p>to decision making by others</p> <p>Provides routine advice within established procedural frameworks</p>	<p>precedents</p> <p>Liaises with, and provides information to, individuals, court and tribunal staff and other agencies</p> <p>Advises on the requirements of contracts and agreements</p> <p>Researches and reports on case law and recent legal developments</p> <p>Assesses actions by individuals or organisations against legislation, rules, regulations and service agreements</p>	<p>legal strategies, research or policy development</p> <p>Identifies and applies legal developments to problem solving within a specific work area of the organisation.</p>	<p>specialised area of law under broad direction</p> <p>Advises stakeholders on a broad range of legal matters consistent with the area of specialisation</p> <p>Provides advice on issues involving the consideration of moderately complex factual, legal or evidentiary issues within establish frameworks</p>
Legislative Drafting	VPS Grade and Value Range descriptors apply		<p>Contributes to developing drafting instructions for legislation</p> <p>Supports more experienced staff in preparing subordinate legislation</p>	<p>Prepares straightforward draft subordinate legislation for review by supervisors</p> <p>Prepares drafting instructions independently for straightforward legislative proposals incorporating stakeholders views</p>	<p>Drafts bills under general direction for consideration by others</p> <p>Undertake research and evaluation and provide advice on legislation and government policy Seeks stakeholders views and applies understanding of current issues in developing proposals and advice</p> <p>Prepares drafting instructions and supporting documentation for legislation under direction</p>

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Table 2.1: Legal Grade and Value Range Descriptors - Articled Clerk, Solicitor Levels 1, 2 and 3

Legal Category Definition	Articled Clerk	Solicitor - Level 1	Solicitor-- Level 2		Solicitor – Level 3
VPS Grade Alignment	VPS Grade 2 VR1	VPS Grade 2 VR2	Value Range 1 VPS Grade 3 VR1	Value Range 2 VPS Grade 3 VR2	VPS Grade 4
Legal Drafting	VPS Grade and Value Range descriptors apply	<p>Uses basic precedents to prepare legal documentation under supervision</p> <p>Prepares preliminary draft contracts and agreements</p> <p>Undertakes research to support more experienced staff in preparing legal policy proposals</p>	<p>Prepares routine legal documents regularly requiring the application of established precedent</p> <p>Researches issues and prepares legal advice within a framework set by others</p> <p>Prepares routine public communication guides on legal issues</p>	Undertakes legal drafting projects where precedent is not as well defined.	<p>Prepares complex reports, briefs and correspondence on issues that impact at program or organisational level</p> <p>Examine and report on complex legal instruments and decisions</p> <p>Drafts complex legal agreements with some precedent</p>

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Table 2.2: Legal Grade and Value Range Descriptors - Senior Solicitor and Principal Solicitor

VPS Grade Alignment	Senior Solicitor		Principal Solicitor	
	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
	<p>A senior legal officer with a substantial advisory, research and development role in a specialist area of law or a senior legal practitioner within a diverse legal environment</p> <p>Independently manages complex or sensitive matters within the field of expertise</p> <p>Deals with significantly complex matters under limited direction</p> <p>May be the Agency contact on a particular area of law.</p> <p>May manage or supervise a small legal office/ unit or specialised team</p>		<p>May manage a small to medium legal office or area of major specialisation.</p> <p>Interprets the environment and makes decisions where there is limited precedent and creatively applies concepts to new situations.</p> <p>Roles at this level are expected to identify and respond to new and emerging legal issues and deal with more complex or sensitive matters within the field of expertise</p>	
Litigation	<p>Prepares, and instructs counsel in complex and/ or sensitive matters</p> <p>Represents the agency within Government and externally in the area of specialisation</p> <p>Appears in contested and indictable matters in the Magistrates and County courts</p> <p>Co-ordinates complex criminal prosecutions</p> <p>Exercises judgement within established parameters in negotiating and developing proposals to settle complex matters</p> <p>Provides advice to team members in developing /endorsing preferred litigation options</p>	<p>Negotiates and manages complex or highly sensitive cases and disputes</p> <p>Provides professional leadership within the area of specialisation/expertise</p>	<p>Works independently on highly complex cases</p> <p>May act as a solicitor advocate in the County and Supreme Courts on indictable matters which cannot be heard summarily</p> <p>Develops briefs and/or advice on highly complex issues which provide options for decision at the highest level with the agency</p> <p>Provides high level advice in an area of specialisation</p> <p>Develops strategies for management of complex legal proceedings</p> <p>Manages key stakeholder interests</p>	<p>Provides leadership and guidance based on advance expertise in an area of specialisation or in a broad range of legal matters to senior stakeholders</p>
Advice Work	<p>Initiates research and analysis to provide advice on complex or cross discipline matters</p> <p>Provides authoritative legal advice within</p>	<p>Provides professional leadership within the area of specialisation</p> <p>The level of immediate supervision diminishes and</p>	<p>Provides authoritative advice internally and/ or to other agencies on sensitive and/ or complex legal issues</p> <p>Provides authoritative written and</p>	<p>Provides leadership and guidance based on advanced legal expertise</p> <p>Identifies and advises on new and emerging issues in the law and their</p>

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Table 2.2: Legal Grade and Value Range Descriptors - Senior Solicitor and Principal Solicitor

	Senior Solicitor		Principal Solicitor	
VPS Grade Alignment	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
	the area of specialisation Provides specialist legal expertise and advice to policy/practice development	advice is provided in an environment that is less prescribed	oral advice on complex and challenging matters to stakeholders Prepares and manages strategies for complex legal proceedings	longer term implications for the state
Legislative Drafting	Plans moderately complex and/ or sensitive legislation and supporting documentation Drafts moderately complex and/ or sensitive legislation Provides advice on legislative proposals within specified parameters Prepares drafting instructions and supporting documentation for moderately complex and/ or sensitive legislation	The level of immediate supervision diminishes and work is in an environment that is less prescribed	Drafts complex and/or sensitive legislation and settle associated Parliamentary documentation Prepares and manages strategies for complex matters including significant legislative change Manages and leads legislation review projects Provides authoritative advice on legislative proposals Analyses complex instructions to prepare proposals that incorporate stakeholder views	Provides professional leadership within the area of expertise Prepares and manages strategies for resolving complex matters including significant legislative change
Legal Drafting	Prepares proposals for changes to the law and policy for consideration by managers Researches and prepares reports at an advanced professional level Prepares high-level written advice, proposals and briefings within the area of specialisation Develops briefs on complex issues that provide options for discussion and consideration	Co-ordinates complex legal projects Works on legal drafting projects where the level of specification is less prescribed	Develops briefs on complex issues that provide definitive options Prepares public communication documents on contentious/sensitive legal matters Formulate strategies to deal with highly sensitive legal matters Initiates legal research and analysis within the area of expertise	Develops proposals, conducts and implements major legal reviews

3. Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors

Note. Allied Health Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align.

Table 3.1: Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 1 and 2.				
	Local Title Allied Health Grade 1	Local Title Allied Health Grade 2		
VPS Grade Alignment	VPS Grade 2VR 1	VPS Grade 2 VR 2	VPS Grade 3VR 1	VPS Grade 3VR 2
<p>Definition</p> <p>The primary purpose of the job is the actual practice of the profession and such management functions associated with the profession as are provided for in the descriptors. The occupational group requires a mandatory qualification in the area of the profession or equivalent and registration with the appropriate professional body where e required.</p> <p>The category includes psychologists, guidance officers, speech pathologists, social workers, welfare workers and other clinicians including occupational therapists, physiotherapists and dieticians. The Allied Health category excludes professionals in other occupational classification categories.</p>	<p>Jobs at this level require a mandatory qualification below degree level</p> <p>Provides client support within a well defined service delivery framework</p> <p>Assesses client needs, develops case plans and implements appropriate action where solutions are clearly defined</p> <p>Applies theoretical principles to case management under general guidance and supervision</p> <p>Advises clients and initiates intervention strategies in routine cases</p> <p>Liaises with clients, families, caregivers and service providers to address client needs in routine cases</p> <p>Provide information to clients and families on available services</p> <p>Maintains client records and case notes/history</p>	<p>Minimum entry level for mandatory degree qualified roles</p> <p>Assesses client needs, develop case plans and implements appropriate action from a range of accepted options</p> <p>Identifies and develops alternative options within established parameters</p> <p>Advises clients and initiates intervention strategies</p> <p>Works with other professionals in dealing with complex cases</p> <p>Recommends case management strategies, including referrals</p> <p>Monitors, evaluates and reports on case plans</p> <p>Facilitates programs for clients either directly or in conjunction with specialist professionals</p> <p>Liaises with other staff and external service providers regarding the needs of the client</p>	<p>Assesses client needs and delivers a range of services in complex situations within generally defined parameters</p> <p>Provides standard professional services independently within defined organisational parameters</p> <p>Manages complex cases under professional guidance and supervision</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Develops targeted interventions through application of professional guidelines</p> <p>Explains professional concepts and approaches to clients, stakeholders, colleagues and staff</p> <p>Facilitates individual or group programs for clients</p> <p>Prepares reports and advice within policy frameworks</p>	<p>Reviews client assessments and associated service delivery plans</p> <p>Provides guidance for others in the work area and/ or related areas</p> <p>Provides operational leadership in terms of local issues and strategy and contributes to policy development within the organisation</p> <p>Influences management and colleagues on operational strategies</p> <p>Prepares complex professional reports requiring in-depth factual analysis including assessments and recommendations for consideration by others</p>

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Table 3.1: Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 1 and 2.

	Local Title Allied Health Grade 1	Local Title Allied Health Grade 2		
VPS Grade Alignment	VPS Grade 2VR 1	VPS Grade 2 VR 2	VPS Grade 3VR 1	VPS Grade 3VR 2
	Participates in development and delivery of programs for clients	and their family	Provides definitive advice in respect of client needs in the area of the profession Conducts professional projects of defined scope under direction Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, providers, staff, peers and managers	

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Table 3.2: Speech Therapists, Social Workers, Psychologists/Guidance Officers and Related Professions (Allied Health) Grade and Value Range Descriptors - Grades 3 and 4.

	Local Title Allied Health Grade 3	Local Title Allied Health Grade 4	
VPS Grade Alignment	VPS Grade 4	VPS Grade 5 VR1	VPS Grade 5 VR2
	<p>Undertakes advanced therapeutic interventions, including cross agency collaboration and education</p> <p>Determines operational service delivery plans based on professional and industry standards</p> <p>May manage a team of staff delivering professional services, including resource allocation</p> <p>Makes decisions on service provision to resolve complex problems</p> <p>Autonomous in provision of professional services in dealing with complex matters within operational guidelines and policies</p> <p>Applies sound theoretical knowledge and practical expertise in developing service delivery options</p> <p>Contributes to policy formulation on service delivery</p> <p>Provides professional guidance and coaching for less qualified and/or experienced staff</p>	<p>Specialist in an area of their profession and relied on for advice in the field</p> <p>Manages a defined service delivery function or project/s</p> <p>Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration</p> <p>Makes decisions on complex intervention strategies that may have significant consequences for clients and their families</p> <p>Contributes to the development of knowledge and innovation in a narrow field of the profession</p> <p>Provides leadership, training and development for others in the adaptation and application of professional concepts</p>	<p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p> <p>Manages the delivery of multi-disciplinary service including increased budget, staff responsibilities, or sensitive or complex issues</p> <p>Contributes to the development of standards in the profession</p>

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4. Science Grade and Value Range Descriptors

Note: The Science Grade and Value Range Descriptors are to be read in conjunction with the VPS Grade and Value Range Descriptors with which they align. The Science Descriptors set out work value statements to detail the work value characteristics of the science profession that are not captured in the VPS general descriptors. The first reference for job classification is the Science Grade and Value Range descriptors. Descriptors are not job descriptions, performance standards, and progression or selection criteria. Descriptors are considered on the basis of best fit to classify a job with regard to its work value. Some descriptors may apply and some descriptors may not apply for any given job. Job classification is based on a “whole of job” consideration, following comparison with the Grade and Value Range Descriptors.

Table 4.1: Science Grade and Value Range Descriptors - Science A and B

	Science A Local title where applicable			Science B Local title where applicable
VPS Grade Alignment	Value Range 1 VPS Grade 2 VR2	Value Range 2 VPS Grade 3 VR1	Value Range 3 VPS Grade 3 VR2	VPS Grade 4
Grade Description	Science A VR1 is generally, an entry level for science graduates and the focus is on applying broad theoretical knowledge. The working environment is well defined and scientific work is conducted under general supervision.	Within VR2 and VR3, the working environment provides broad guidelines and procedures in which the person is expected to develop specialist skills whilst confidently adapting and applying knowledge to their work.		Independent performance of professional work at an advanced level. Judgement and innovation are demonstrated at a level consistent with being an established professional.
The position requires a science* based qualification* and the focus of the job is the creation, development and/or application of scientific knowledge. The context of a role will vary but may include: <ul style="list-style-type: none">• applied research for the resolution of specific problems;• strategic (basic) research which contributes to the development of new knowledge;	Participates as a team member on science projects Communicates effectively with team members. Developing more detailed practical knowledge within a specific scientific discipline May be required to partially modify procedures Assists in scoping projects and reviewing literature Under supervision, develops schedules of scientific, extension, enforcement and technical	Co-author, or independently author, journal articles within the field of expertise, professional parameters and responsibility Presents posters (or similar) at seminars/conferences within the area of expertise Where appropriate, prepares sub-project submissions for funding May supervise a small project team May regularly interact with a range of external or internal clients to provide advice or specialist	Developing independent scientific professional judgement and skill within own area of expertise Has responsibility for delivering and reporting on quality research, extension or enforcement outputs Adapts knowledge to novel situations Develops and maintains collaborative research projects with relevant organisations Is becoming a recognised specialist within a specific, but limited, subject area.	Is a recognised specialist within a specific scientific discipline Exercises considerable amount of independent scientific professional judgement and skill. Has an established record of publication, including journal articles, conference papers and reports May be asked to referee external scientific papers Prepares and delivers addresses and lectures to stakeholder bodies, university students and peer

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Table 4.1: Science Grade and Value Range Descriptors - Science A and B

	Science A Local title where applicable			Science B Local title where applicable
VPS Grade Alignment	Value Range 1 VPS Grade 2 VR2	Value Range 2 VPS Grade 3 VR1	Value Range 3 VPS Grade 3 VR2	VPS Grade 4
<ul style="list-style-type: none"> • undertaking scientific research using computer based analytical tools; • testing, analysing and reporting; • undertaking investigations; • advising and informing stakeholders on scientific matters; • compliance related activities; • risk assessment and management; • development of science-based policy; and • assisting clients in the adopting of new on-ground practices, including extension work which is defined as on-going dialogue with clients dealing with science concepts. <p>*Includes a Degree for new staff and a relevant Diploma for existing staff as at the operative date.</p> <p>** Defined as physical and life sciences, or directly related fields by agreement.</p> <p>The Science structure excludes</p>	<p>activities required in a project</p> <p>May contribute data to publications – where not precluded by contractual obligations.</p> <p>Presents work at informal seminars</p> <p>Communicates (orally and in writing) research and scientific findings (appropriate communication media are determined by the nature of the science role – e.g. written work might encompass newspaper articles or advisory work, or contributing a paper for a scientific journal)</p>	<p>information.</p> <p>Investigates, accurately analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques, including addressing farmers, community groups and school students.</p> <p>Applies understanding of professional ethics and the scientific method in the development, conduct and interpretation of work</p>	<p>May control a laboratory function or field operation where a variety of related scientific functions are performed</p> <p>When planning and evaluating science projects, gives consideration to government policy direction, market segmentation, community expectations and other relevant parameters</p> <p>Continuing to establish a publication record where appropriate to the role and organisational requirements</p> <p>Gives oral presentations on more complex matters at seminars/conferences</p>	<p>professionals</p> <p>May prepare/present scientific evidence for use in prosecutions</p> <p>May manage laboratories, project teams or field operatives</p> <p>Formulates and supervises experimental and professional development programs for less experienced colleagues</p> <p>Provides coaching and mentoring to junior colleagues and students in developing skills in experiments planning and ethical standards</p> <p>May supervise Honours/Masters students or co-supervise PhD students</p> <p>Project methods and experimental design requires innovative approach</p> <p>Develops consultation and communication processes with collaborators, customers and the community</p>

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Table 4.1: Science Grade and Value Range Descriptors - Science A and B

	Science A Local title where applicable			Science B Local title where applicable
VPS Grade Alignment	Value Range 1 VPS Grade 2 VR2	Value Range 2 VPS Grade 3 VR1	Value Range 3 VPS Grade 3 VR2	VPS Grade 4
Graduate Recruitment programs and professionals in other occupational categories where a science qualification is optional.				

Note: The work of some scientists relates to commercially contracted work and there may be restrictions as to how and where publications can occur. All references to publications in this document are qualified in this manner.

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Table 4.2: Science Grade and Value Range Descriptors - Science C and D

	Science C Local title where applicable		Science D Local title where applicable	
VPS Grade Alignment	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
Grade Description	<p>May be:</p> <ul style="list-style-type: none"> • A high-level specialist/researcher; or • A manager of a scientific organisational unit (usually multi-disciplinary) or • scientific manager of large projects; and <p>Accepted by peers, stakeholders and managers as an authoritative specialist.</p>		<p>There is a need to resolve major conceptual scientific, technical, commercial or management problems that have significant impact on the scientific field or the organisational unit. Is likely to set new directions for the subject or program area, based on community, national and/or international trends. May operate as one of the agency or State's leading experts in their field.</p>	
	<p>Has an in-depth knowledge within a specialised area of science, although is not necessarily the most senior authoritative adviser</p> <p>Is developing a national reputation amongst peers in the same field of science.</p> <p>Independently performs scientific work at an advanced level.</p> <p>Provides high level professional leadership</p> <p>Actively mentors less experienced staff and peers within the area of expertise</p> <p>Leads the development of new areas of work</p> <p>Makes original contribution to scientific knowledge</p> <p>May have own review articles published</p> <p>May be invited to speak at national</p>	<p>Modifies and applies scientific precedents and concepts to new situations that may have a resultant impact in other areas and /or results in a substantial scientific redirection</p> <p>Critically analyses and synthesises scientific data, resulting in knowledge generation and recommendations for changed approaches that impact beyond the immediate work area. Makes a continuing impact within their field of expertise through the discovery and communication of new knowledge</p> <p>May be invited to publish review articles on scientific knowledge</p> <p>Influences stakeholders (internal and external).</p> <p>Integrates scientific concepts</p>	<p>Provides definitive written and oral advice on complex and challenging scientific matters</p> <p>May be a member of the editorial advisory board of international or national scientific journals</p> <p>May be invited to international conferences as expert speaker</p> <p>Identifies emerging technical and economic issues.</p> <p>Critically analyses and synthesises scientific data, resulting in recommendations that have broad implications</p> <p>Plans, initiates and implements research, extension or policy responses in anticipation of significant scientific, social economic, policy or environmental changes</p> <p>Leads research into complex, sensitive or contentious scientific</p>	<p>Initiates negotiation with relevant stakeholders on complex, sensitive or contentious scientific matters</p> <p>Develops scientific solutions/techniques or strategies that have significant implications for the discipline</p> <p>Participates at a senior level in state, national or international working parties and committees</p> <p>Influences policy development through the targeted communication of complex scientific information</p> <p>Is acknowledged by peers as a national or international scientific leader within the particular scientific discipline</p>

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Table 4.2: Science Grade and Value Range Descriptors - Science C and D

	Science C Local title where applicable		Science D Local title where applicable	
VPS Grade Alignment	VPS Grade 5 VR 1	VPS Grade 5 VR 2	VPS Grade 6 VR1	VPS Grade 6 VR2
	<p>conferences</p> <p>May identify sources of funding and funding opportunities from external parties and leads efforts to secure funding</p> <p>Negotiates and collaborates with stakeholders to advance organisational aims.</p> <p>Provides expert evidence in legal matters</p>	<p>across disciplines</p> <p>May be involved in the commercialisation processes to the extent of specialist expertise; identification of intellectual property; providing advice on implications and potential use; promoting potential applications and benefits to commercial partners</p> <p>Ensures project deliverables are aligned with program outcomes and government policy</p>	<p>matters</p> <p>Line manages a substantial scientific and/or technical multi-disciplinary organisational unit; or is a knowledge leader or expert within that scientific discipline</p> <p>May supervise or examine PhD students</p>	

5. Housing Officer/ Housing Customer Service Officer

The housing role is to provide needs based housing assistance, sustain tenancies, manage rental accounts and undertake inspections in relation to responsive and vacated maintenance.

The key tasks include:

- Interviewing clients and providing advice on all housing options, including public housing, waiting times and making referrals as necessary;
- Providing assistance through the Bond scheme;
- Assessing applications for early housing needs;
- Providing clients with appropriate housing assistance;
- Matching applicants to appropriate properties;
- Undertakes the full range of tenancy management activities and representing the Department at VCAT on issues concerning breaches of tenancy;
- Conducting home visits of clients as required by policy;
- Assessing tenants applications for rebated rent;
- Acting as the Superintendent’s representative under the Schedule of rates and raising works orders;
- Fosters an awareness of community building and sustainability;
- Participate in community forums as the departmental representative under direction; and
- Identifying client specific needs in relation to accommodation requirements and make appropriate referrals.

Table 5.1: Housing Officer

HSO level 1	HSO level 2		HSO level 3
<p>A trainee with limited practical expertise or a worker in the housing call centre. After 12 months and having demonstrated Competence to the required level, the trainee will be advanced to HSO level 2.</p> <p>Works within a well-defined environment under close supervision.</p>	<p>Fully competent across the assigned housing functions and applies well-developed skills in all areas. May be required to be a local reference point in processes and procedures for less experienced staff.</p> <p>Works in an environment under general supervision</p>		<p>A highly skilled housing worker who uses their expertise and knowledge to resolve complex and challenging problems associated with client needs and housing tenancies. May be required to coach, mentor and guide others.</p> <p>Works in an environment with limited direction</p>
<p>In a housing office in a training environment under close supervision:</p>	<p>Assesses client’s needs and provides advice on housing options from a range of established policy, procedures and standards</p>	<p>Exercises professional judgement, and expertise when providing advice to resolve complex housing issues (3.1f,</p>	<p>Initiate and facilitate case conferences for clients which may include cross Department and agency</p>

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Table 5.1: Housing Officer

HSO level 1	HSO level 2	HSO level 3
<ol style="list-style-type: none"> 1. Provides routine housing information to clients; 2. Registers documents, maintains records and inputs data accurately; 3. Assesses and registers housing, early housing and bond loan applications and refers to HSO 2 and 3 for approval; 4. Shadows HSO 2 and 3 in client interviews to assess client's needs, match them to properties and provide advice on their options. 5. Prepares documents from housing records for VCAT and shadows HSO 2 and 3 at VCAT. 6. Administers debt management cases. 7. Refers clients to a range of external service providers. 8. Undertakes supervised home visits. 	<p>(2.2f)</p> <p>Prepares routine cases with well established procedures and represents the Department at VCAT (2.2a, 2.2f).</p> <p>Applies early intervention strategies to sustain tenancies.</p> <p>Uses persuasion skills in dealing with clients and stakeholders on all housing matters (2.2b).</p> <p>Determining eligibility for housing assistance and selects appropriate options (2.2f).</p>	<p>3.1a)</p> <p>Advocates and prepares more complex cases and represents the Department at VCAT in cases where established precedents apply.</p> <p>Identifies early intervention strategies to sustain tenancies (3.1f).</p> <p>Researches and prepares briefs recommending local operational service delivery quality improvements (3.1d).</p>
		<p>collaboration (3.2c, 3.2f)</p> <p>Reviewing and recommending strategies for early intervention involving clients with challenging problems</p> <p>Applies understanding of interrelationships between stakeholders and/or other work units to influence improved housing outcomes and policy.</p> <p>Plan, lead and facilitate consultative processes associated with community building and neighbourhood renewal.</p> <p>Coordinates responses to emergencies and crises in conjunction with the responsible housing officer.</p> <p>Prepares detailed reports and briefs requiring in depth factual analysis.</p> <p>Supports, advocates and recommends strategies to represent Housing at VCAT and with other agencies and departments.</p> <p>Plans and conducts aspects of complex local housing service delivery projects within defined parameters (3.2d).</p> <p>Identifies and analyses information from a variety of sources so as to contribute to community building.</p>

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Table 5.2: Housing Customer Services Officer

Housing Call Centre	HCSO Qualified Level 1 (Cert III) – VPSG 2.1	HCSO Qualified Level 2 (Cert IV) – VPSG 2.2
<p>The housing call centre provides the key point of access and contact for housing tenants and housing contractors.</p> <p>The key tasks in the Housing Call Centre include:</p> <p>Answering and correctly referring client and contractor queries;</p> <p>Processing contractor payments;</p> <p>Administrative functions related to the raising of work orders;</p> <p>Contractor memos and internal tracking systems;</p> <p>Taking part in basic transactional project delivery tasks for other business units.</p>	<p>A Certificate III in Customer Contact qualified fully competent worker in a Housing Call Centre with well developed skills in all areas of the HCC.</p> <p>A HCSO Qualified Level 1 Employee applies established rules, processes and standards under general supervision.</p> <p>Upon completion of the Certificate III the worker will be advanced to VPSG 2.1.2.</p> <p>Progression to HCSO Level 2 will not be automatic upon completing Certificate IV in Customer Contact qualification</p>	<p>A Certificate IV in Customer Contact qualified fully competent worker in a Housing Call Centre with highly developed skills and expertise in all areas. Fully competent across assigned housing functions not limited to basic Housing Call Centre operations. Deals with more complex situations and acts as a local reference point in operational processes and procedures.</p>
	<p>In the housing call centre:</p> <ul style="list-style-type: none"> • Provides high quality service in relation to routine housing information; • Assesses client queries for housing services and makes decisions from a range of established policies and procedures, legislation and regulations specific to the role; • Reviews and accurately processes contractor invoice claims for payment; • Completes a range of administrative functions supporting client queries and contractor claims; • Acts as superintendent representative; • Proficient in the use of technical equipment including detecting problems and making appropriate changes. 	<p>In the housing call centre:</p> <ul style="list-style-type: none"> • Assesses complex client queries for housing services and makes decisions from a range of established policy, procedures and legislative requirements. • Maintains a data base and undertakes research and analyses of the data on the range of housing queries. • Contributes to operational service delivery and quality improvements. • Acts as superintendent representative. • Responsible for providing support services and direction to HCSO level 1. • Identifies and develops options to deliver on evolving organisational priorities; • Proficient in use of software and technical equipment and actions; • Understands and applies theoretical principals under supervision to achieve defined outcomes; • Participates in routine investigations under direction and provides evidence as required.

6. Child Protection Practitioner - Children, Youth and Families Stream - Classifications and Standard Descriptors

Jobs in this structure support some of the department's Youth Justice and Child Protection programs, as detailed below.

Youth Justice and Child Protection form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005* (Vic) (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue The Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department Health and Human Services in youth justice and child protection. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of each of the programs is provided below.

Youth Justice Community Based Programs

Within the legal mandate provided by the CYFA, community-based regional youth justice units:

- provide supervision to young people who have been sentenced and placed on community – based orders (10 – 18 year olds), and those who are paroled as part of their custodial sentence (10 – 20 year olds) and bail supervision
- provide information and advice to courts about young people
- advocate for service access and provision that will optimise the chances of young people on juvenile justice orders to continue their lives with reduced risks of re-offending. Each departmental region has a community-based youth justice unit.

Child Protection Programs

Refugee Minor Program

Employees in this program provide support to children and young people who are humanitarian refugees referred by the Commonwealth department responsible for immigration. The legislation that pertains to refugee minors is the *Immigration (Guardianship of Children) Act 1946* (Cth).

Refugee minor workers:

- exercise guardianship on behalf of the Commonwealth for children and young people in the program;
- assist children, young people and their carers to address their trauma and support needs.

Family Information Networks and Discovery

Employees in the Family Information Networks and Discovery:

- release confidential Victorian adoption and wardship information to adopted people and former wards, and their families in accordance with the *Adoption Act 1984* (Vic) and the *Freedom of Information Act 1982* (Vic)
- assist clients to locate and contact family members from whom they've been separated due to adoption and/or wardship, and
- provide clients with mediation, short-term counseling and referral services as appropriate.

Inter-country Adoption Service

Employees in the Inter-country Adoption Service assess potential adoptive parents and liaise with overseas agencies that match children with Victorian adoptive parents. Support and supervision are also provided to children from other countries placed with Victorian families under the *Adoption Act 1984* (Vic).

Placement Prevention Services

Placement Prevention Services provides specialist case management and support services to children and young people living at home or independently, who are at risk of significant harm or abuse, or statutory clients in need of additional case support, including:

- **Intensive Case Management** funds multidisciplinary, intensive case management and youth outreach services targeted at young people 12 to 18 years not in out of home care
- **Family Preservation Services** funds intensive, short-term service aimed at strengthening the ability of families to protect and care for their 'at risk' children, thereby avoiding the removal of the child, and
- **Innovative Support Services** funds region-specific models of support developed to meet the needs of clients.

Placement Coordination Units and Placement and Support Services

Placement Coordination Units are regionally based staff who co-ordinate placements of clients with funded community service organisations (CSOs), in liaison with the relevant child protection practitioner.

Placement and Support Services manage the relationship with the community service organisations (CSOs) for the provision of the various services

Adoption and Permanent Care Teams

Some regions have specialised Adoption and Permanent Care teams that provide case management and support to children and young people in their transition to a placement in long term out of home care. Permanent Care refers to an order under the Act that transfers legal guardianship from parents or the department to persons assessed as being suitable guardians. The role of Adoption and Permanent Care is to assess potential carers, seek appropriate placement, make an application for a Permanent Care Order to the Children's Court and supervise such orders as required. In the context of Adoption,

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Adoption and Permanent Care teams assess potential adoptive parents, make applications to the County Court under the *Adoption Act 1984* (Vic), and provide support to children placed under this legislation.

Quality of Care

The Act – CYFA creates a shared mandate for the Department of Health and Human Services, community service organisations (CSOs) and out-of-home carers to act in the best interests of the child or young person regional quality of care coordinators coordinate a timely and effective response to quality of care concerns. The responsibilities of these coordinators include:

- regional coordination of investigation of quality of care concerns relating to home-based care, residential care and kinship care
- overseeing and participating in formal care reviews undertaken by relevant CSOs
- ensuring a robust process of the implementation of recommendations of investigations
- maintaining the regional quality of care tracking system and analysing regional quality of care data to identify themes and develop appropriate responses
- consolidating and strengthening a collaborative approach between Child Protection and CSOs in responding to quality of care concerns

Residential Care Services

The Department currently has one site that directly provides placements to clients under a therapeutic care model. This is Hurstbridge Farm.

Secure Welfare Services

Secure Welfare Services provide care to young people in a lock up facility. Employees provide direct care and support to young people placed in Secure Welfare under the Act. This involves assisting in the case planning process and transitioning of the young person to an appropriate placement. Secure Welfare placements are time limited (21 days with the option of another 21 days in exceptional circumstances). Secure Welfare placements are utilised when it is assessed that a young person poses a significant risk to themselves or others and short term containment is required. There are two Secure Welfare facilities in Victoria.

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Note: Children, Youth and Families Stream (CYF) Grade and Value Range Descriptors reflects the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Children, Youth and Families Stream (CYF) descriptors are to be read in conjunction with them.

The primary classification reference at Children, Youth and Families Stream is operational service delivery with the VPS Grade and Value range descriptors serving as a framework for the other elements of work value at CYF Grade 5 and CYF Grade 6.

**Table 6.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF)
Classifications and Standard Descriptors - Grades 1 to 4**

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
General:	Provides basic client care and support Works within a well-defined environment under close supervision	Provides standard services under general supervision within a defined service delivery framework	Provides standard services within a service delivery framework	Manages delivery of services to clients within a service delivery framework Provides professional services at an advanced level in the field of expertise
Program Specific:	Typically a case aide in regional Youth Justice Community Units and Child Protection programs, as listed above Typically in Secure Welfare Services, a worker providing either direct care, client supervision or support	Typically a base grade case manager/practitioner in regional Youth Justice Community-Based Units Typically a base grade case manager/practitioner in Child Protection programs, as listed above Typically in Secure Welfare Services, a shift supervisor of residential direct care staff	Typically a senior practitioner in regional Youth Justice Community-Based Units Typically a senior case manager/practitioner in Child Protection programs, as listed above Typically in Secure Welfare Services, a unit coordinator	Typically a program manager in regional Youth Justice Community-Based Units Typically a team leader or specialist practitioner in Child Protection programs, as listed above Typically in Secure Welfare Services, a manager of a residential unit
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	Works with clients in a range of settings Prioritises own work program with guidance from the supervisor Supervises client activities as	Works within a defined framework Works with clients and their families in a range of settings Works as a caseworker involved	Undertakes more complex and advanced casework with greater autonomy	Manages a team of practitioners Manages the work organisation, resources and outputs for the work area Provides professional supervision

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**Table 6.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF)
Classifications and Standard Descriptors - Grades 1 to 4**

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
	defined by case plans	<p>in the care, support and supervision of clients</p> <p>Assesses the level of risk for clients and their families</p> <p>Responds to a variety of case circumstances</p> <p>Presents matters to courts and tribunals as required</p> <p>Participates in the development and review of case plans</p> <p>Plans and prioritises own work to achieve defined targets</p> <p>Refers complex cases and issues to more senior professional staff</p>		<p>Provides authoritative advice on service delivery issues</p> <p>Reviews assessments and recommendations proposed by others</p> <p>Develops and manages client case plans</p> <p>Manages highest risk cases including undertaking appropriate cross agency collaboration</p> <p>Assesses notifications and initiates appropriate action</p>
Accountability and Frameworks	<p>Provides direct client support and supervision services</p> <p>Maintains accurate client records of a limited nature</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers complex problems to the supervisor for resolution</p>	<p>Responsible for monitoring and implementing case plans, and protective orders</p> <p>Recommends appropriate interventions</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Brief case support aides as appropriate</p>	<p>Coordinates case management services</p> <p>Mentors less experienced case workers</p> <p>Provides advice relating to individual case plans to peers, internal and external stakeholders</p> <p>Provides well developed recommendations on intervention strategies and client service delivery</p>	<p>Responsible for the performance of the team</p> <p>Develops operational guidelines for the work area</p> <p>Makes decisions on intervention strategies and client service delivery</p> <p>Contributes to program development</p>
Innovation and Originality	Judgment is required to solve problems arising in own work program	<p>Exercises professional judgment</p> <p>Recommends improvement to case management systems and</p>	Explores new ideas in response to non-routine case issues and problems and proposes changes	Solves problems by applying initiative, sound judgment and expertise drawing on a range of

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**Table 6.1: Child Protection Practitioner Structure - Children, Youth and Families Stream (CYF)
Classifications and Standard Descriptors - Grades 1 to 4**

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
	Takes initiative to recommend improved processes in immediate work area	practices	and solutions Solves problems by applying advanced judgment and professional expertise	professional networks Explores new ideas to improve program delivery
Communication	Communicates effectively with clients, and their families/guardians/caregivers Prepares case notes for consideration of others and routine correspondence as required	Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians Liaises with other service providers Prepares client assessments, case notes and plans, and correspondence Prepares client reports for courts	Uses well developed negotiation skills in pursuit of coordinated client services Provides specialised advice and information to other professionals Prepares case reports and correspondence at a more advanced level	Provides professional advice and opinions to professionals of other disciplines on the services being provided Leads or participates in case conferences with other professionals Prepares correspondence, drafts submissions and briefings Reviews court reports
Knowledge and Proficiency	Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area	Applies theoretical knowledge and concepts to risk assessment and service provision Applies knowledge and understanding of relevant legislation Applies understanding of standards, techniques, and practices and current trends and approaches to service provision	Exercises the analytical skills and expertise of an established professional Applies knowledge and expertise to complex situations Provides authoritative advice related to their clients to other professionals and organisations Understands contemporary research and developments in the field	Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility Applies knowledge and expertise to complex and difficult cases and situations Identifies and applies appropriate research when formulating appropriate interventions Applies knowledge to identify gaps in case assessments prepared by others

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**Table 6.2: Child Protection Practitioner Structure: Children, Youth and Families Stream (CYF)
Classifications and Standard Descriptors - Grades 5 and 6**

Grade Descriptors	Grade 5		Grade 6	
	VR1	VR2	VR1	VR2
General:	Manages a significant work unit		A senior regional program manager with a significant impact on program management and delivery	
Program Specific:	<p>Typically is a manager of a regional Youth Justice Community-Based Unit in a minor region</p> <p>Typically a unit manager or project manager in Child Protection programs, as listed above</p>		<p>Typically is a manager of a regional community-based Youth Justice Unit in a major region</p> <p>Typically a manager of a Child Protection program, as listed above</p> <p>Typically in Secure Welfare Services, a manager of the program</p>	
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005</i> (Vic) and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	<p>Manages a work unit comprised of teams and/or special projects/programs</p> <p>Provides specialist program advice</p> <p>Provides advanced assessment and advisory services</p> <p>Provides leadership to team leaders and case workers in relation to the most challenging issues</p> <p>Contributes to major regional projects and the review of programs and services</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Authorises decisions in the most sensitive/complex cases</p> <p>Provides specialist professional services or advice, including leadership and guidance to other specialists in the field</p> <p>Manages and leads complex projects</p> <p>Provides program quality assurance</p> <p>Monitors professional standards of others</p>	<p>Manages a regional statutory service or facility</p> <p>Develops service delivery models for regional statutory services</p> <p>Provides highly specialist services or expert advice on statutory service delivery</p>	<p>Provides leadership and guidance based on advanced expertise</p> <p>Develops complex or specialised service delivery models</p> <p>Responsible for meeting service objectives including financial, quality and time related targets for regional statutory programs</p>

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**Table 6.2: Child Protection Practitioner Structure: Children, Youth and Families Stream (CYF)
Classifications and Standard Descriptors - Grades 5 and 6**

Grade Descriptors	Grade 5		Grade 6	
	VR1	VR2	VR1	VR2
Accountability and Frameworks	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Innovation and Originality	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Communication	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Knowledge and Proficiency	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

7. Child Protection Practitioner - Child Protection Practitioner Stream – Classifications and Standard Descriptors

Jobs in this structure support the Child Protection Program of the Department, excluding the child protection and youth justice programs detailed at **clause 6 of Schedule E** – (Children Youth and Families (CYF) stream).

Broadly, Child Protection and Youth Justice programs form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: *Children, Youth and Families Act 2005 (Vic)* (The Act – CYFA). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children; and
- to make provision in relation to children who have been charged with, or who have been found guilty of, offences; and
- to continue the Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles in child protection and youth justice. A key accountability of these employees is exercising legal delegations and functions pursuant to the Act and other related acts.

A brief explanation of the Child Protection program is provided below.

Child Protection

The Act provides the legislative mandate for the department to protect children and young people from abuse and neglect using best interest principles, decision-making principles, additional Aboriginal decision-making principles and Aboriginal child placement principles.

This mandate involves:

- receiving reports;
- conducting investigations;
- intervening if it is assessed that a child is in need of care and protection;
- taking matters before the Children's Court;
- supervising children on child protection orders;
- determining case plans (including stability plans, cultural plans and therapeutic treatment plans) for the safety and well being of children; and
- delivering case practice and case management services for children and young people who are either living with family or in out of home care.

Within each of the regions the Child Protection program operates in four broad areas:

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1. **Intake** – Employees provide advice, referral and accept reports (the majority by telephone) and determine the outcome of these reports
2. **Response** – Employees investigate those reports determined to require a protective investigation
3. **Case management**- Employees provided case management for children and young people who have been found to be in need of care and protection, either through investigative outcome with no court order, or investigative outcome with court order
4. **Case contracting** – Employees manage the statutory aspects for children and young people whose case management has been contracted to a Community Service Organisation.

Note: References to Child FIRST in these descriptors denotes a geographical boundary.

Note: Child Protection Practitioner (CPP) Grade and Value Range Descriptors reflect the underpinning work value anchors for the function. If the descriptors reference the VPS Grade and Value Range Descriptors, the Child Protection Practitioner (CPP) descriptors are to be read in conjunction with them. The Child Protection program does not currently have jobs in Grade 1 work value

Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
	VR 1			VR 1	VR 1
Grade Descriptors	<p>Practice stream: Provides basic care and support in delivering and supervising clients on family visits and a range of client activities Works within a well-defined environment under general supervision Provides standard services to support child protection practitioners carrying out their statutory roles Typically a case practice support worker in regional child protection</p>	<p>Practice stream: Provides standard services under general supervision within a service delivery framework Typically an entry level/ base-grade case practitioner in regional child protection</p>	<p>Practice stream: Provides standard services within a service delivery framework Works as a case practitioner involved in managing the care, support and supervision of clients with greater autonomy Typically an advanced case practitioner in regional child protection</p>	<p>Practice stream: Provides a professional service in field of expertise Typically a regional senior child protection practitioner Management stream: Manages delivery of services to clients within a service delivery framework Typically a regional child protection team manager</p>	<p>Practice stream: Provides a highly specialised, professional service in field of expertise Typically a regional child protection principal practitioner Management stream: A senior regional program manager with a significant impact on program management and delivery Typically a regional Area Manager (within a Child FIRST catchment)</p>

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Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors					
	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
				<p>Practice stream: Provides a more specialised, professional service in field of expertise Typically a regional child protection practice leader</p> <p>Management stream: Typically a regional child protection team manager or deputy area manager operating at a higher level of autonomy within a region</p>	<p>Practice stream: Provides authoritative advice and leadership based on advanced expertise and regarded as a subject matter expert Typically a regional child protection principal practitioner</p> <p>Management stream: A senior regional program manager with a significant impact on program management and delivery Typically a regional child protection manager</p>
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).				
Operational Service Delivery	<p>Practice stream: Works with clients in a range of settings Works under direction from supervisor Supervises client activities as defined by case plans</p>	<p>Practice stream: Works within a defined statutory framework Assesses the level of risk for clients and their families with close support from senior practitioners Responds to a variety of emerging client issues Participates in the development and review of case plans</p>	<p>Practice stream: Plans and prioritises own work to achieve defined targets Assesses the level of risk for clients and their families with greater autonomy Makes applications to courts with greater autonomy Develops and manages case plans Supervises students and</p>	<p>Practice stream: Manages high risk cases Provides specialist professional supervision Provides advanced assessment and advisory services Provides leadership to practitioners in relation to high risk cases and challenging issues</p> <p>Management stream:</p>	<p>Practice stream: Manages the most high risk and high profile cases including negotiating for cross agency service delivery Provides highly specialist services or expert advice on child protection service delivery Routinely advises senior stakeholders on child protection issues and</p>

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Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		Consults with more senior case practitioners as needed	supports new child protection practitioners	<p>Manages program activities and sensitive or high risk issues</p> <p>Manages a team of practitioners</p> <p>Undertakes case planning</p> <p>Manages the work organisation, resources and outputs for the team</p>	<p>solutions</p> <p>Develops briefs on highly complex practice issues</p> <p>Undertakes case planning appeals as required</p> <p>Management stream:</p> <p>Manages a regional child protection service with increased budget, employee and agency responsibilities</p> <p>Responsible for implementation of endorsed strategic policy within the region</p>
				<p>VR 2</p> <p>Practice stream:</p> <p>Manages sensitive, high risk cases</p> <p>Provides specialist professional supervision, education and advice including leadership and guidance to other specialists in the field</p> <p>Undertakes quality audits</p> <p>Monitors professional child protection standards within the region</p> <p>Management stream:</p>	<p>VR 2</p> <p>Practice stream:</p> <p>Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p>Provides leadership and guidance based on advanced expertise</p> <p>Provides complex or specialised service delivery models</p> <p>Undertakes case planning appeals as required</p> <p>Management stream:</p>

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Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors					
	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
				<p>Manages program activities and sensitive or high risk issues with a higher degree of autonomy in a region</p> <p>Manages a team of practitioners with a higher degree of autonomy in a region</p> <p>Undertakes case planning</p> <p>Manages the work organisation, resources and outputs for the team</p> <p>Assist in managing a child protection area</p>	<p>Manages a range of strategic statutory functions, each with significant budget, employee responsibilities or strategic importance</p> <p>Integrates child protection service delivery with the other statutory services provided in the region</p> <p>Manages major projects for the region</p> <p>Undertakes case planning appeals as required</p>
Accountability and Frameworks	<p>Provides direct client support and supervision services</p> <p>Maintains accurate client records of a limited nature</p> <p>Decisions are based on the application and interpretation of well defined precedents, policies and standards</p> <p>Selects and applies a variety of well defined work practices and techniques common to the work area</p> <p>Refers complex problems to case practitioners for resolution</p>	<p>Responsible for monitoring and implementing case plans, and protective orders</p> <p>Recommends appropriate interventions</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Briefs case support practitioners as appropriate</p> <p>Mentors case aides and less experienced case practitioners</p> <p>Provides advice relating to individual case plans to peers, internal and external stakeholders</p>	<p>Coordinates case management services</p> <p>Provides well developed recommendations on intervention strategies and client service delivery</p> <p>Makes decisions on intervention strategies and client service delivery</p> <p>Contributes to program development</p> <p>Assesses effectiveness of service delivery</p> <p>Provides mentoring and live supervision to practitioners</p>	<p>VR1</p> <p>The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p> <p>VR2</p> <p>The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>VR1</p> <p>The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p> <p>VR2</p> <p>The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>

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Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors					
	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
		Provides recommendations on intervention strategies and client service delivery			
Innovation and Originality	VR 1 Judgment is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Exercises professional judgment Recommends improvement to case management systems and practices Explores new ideas in response to non-routine case issues and problems and proposes changes and solutions	Solves problems by applying initiative, sound judgment and expertise drawing on a range of professional networks Explores new ideas to improve program delivery	VR 1 The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	VR 1 The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
				VR 2 The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	VR 2 The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Communication	VR 1 Communicates effectively with clients, and their families, guardians or caregivers Prepares case notes for consideration of others and routine correspondence as required	Uses persuasion, advocacy, negotiation and motivation skills with clients, their families and guardians Uses well developed negotiation skills in pursuit of coordinated client services Liaises with other service	Provides professional advice and opinions to professionals of other disciplines Leads or participates in case conferences with other professionals Prepares correspondence, drafts submissions and briefings for highly complex	VR 1 The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	VR 1 The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply

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Table 7.1: Child Protection Practitioner Structure – Child Protection Practitioner Stream(CPP) – Classifications and Standard Descriptors

	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
	Prepares a range of routine correspondence to support statutory service delivery	<p>providers</p> <p>Prepares client assessments, case notes and plans, and correspondence at a more advanced level</p> <p>Prepares client reports for court</p> <p>Provides specialised advice and information to other professionals</p>	<p>cases</p> <p>Reviews case files, court reports and recommends changes to current work practices</p>	<p>VR 2</p> <p>The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>VR 2</p> <p>The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
Knowledge and proficiency	<p>Understands and applies relevant procedures, practices, guidelines and legislation relating to the work area</p> <p>Indicates a willingness to undertake appropriate studies and training in the child and family welfare field</p>	<p>Applies theoretical knowledge and concepts to risk assessment and service provision</p> <p>Applies understanding of legislation, standards, techniques and practices and current trends and approaches to service provision</p> <p>Exercises the analytical skills and expertise of an established professional</p> <p>Understands contemporary research and developments in the field</p>	<p>Demonstrates an in depth understanding of policies and operational procedures in the area of responsibility</p> <p>Applies knowledge and expertise to complex and difficult cases and situations</p> <p>Identifies and applies appropriate research when formulating appropriate interventions</p> <p>Applies knowledge to identify gaps in case assessments prepared by others</p>	<p>VR 1</p> <p>The VPSG 5.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>VR 1</p> <p>The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>
			<p>VR 2</p> <p>The VPSG 5.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	<p>VR 2</p> <p>The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply</p>	

8. Youth Justice Custodial Career Structure Classifications and Standard Descriptors

Jobs in this structure support the Department's children, youth and families programs.

Child Protection and Youth Justice form part of the same service delivery system in Victoria. This is because they are both governed by the same legislation: The *Children, Youth and Families Act 2005 (Vic)* (The Act). The Act outlines its purposes as:

- to provide for community services to support children and families; and
- to provide for the protection of children and young persons; and
- to make provision in relation to children and young persons who have been charged with, or who have been found guilty of offences; and
- to continue the Children's Court of Victoria as a specialist court dealing with matters relating to children.

The Act sets out the statutory roles of the Department in youth justice. A key role of these employees is exercising legal delegations and functions pursuant to the Act and other related acts. A brief explanation of the youth justice program is provided below.

Youth Justice Custodial Services

Youth Justice Custodial Centres accommodate young people aged 10 – 18 remanded and sentenced by the Criminal Division of the Children's Court and some 18 – 21 year olds sentenced by the adult courts to Youth Justice Custodial Centres in Victoria. The centres operate within a framework that promotes the return of young people to the community at the completion of their custodial sentence with increased support and opportunities and reduced risk of re – offending.

Note: Youth Justice Grade and Value Range Descriptors reflected the underpinning work value anchors for the function. Where the descriptors reference the VPS Grade and Value Range descriptors, the Youth Justice descriptors are to be read in conjunction with them. The primary classification reference at Youth Justice Grade 5 is operational service delivery with the VPS Grade and Value Range descriptors serving as a framework for the other elements of work value. Use of the VPS Grade and Value Range descriptors in this manner for CP Grade 5 is unique to this occupational category

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Table 8.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
General:	<p>Provides basic client care and support in both a community and /or institutional setting</p> <p>Works within a well-defined environment under close supervision</p> <p>Typically in Youth Justice Custodial Services, a worker providing either direct care, client supervision or support</p>	<p>Provides standard services under general supervision within a service delivery framework</p>	<p>Provides standard services within a service delivery framework</p>	<p>Manages delivery of services to clients within a service delivery framework</p> <p>Provides professional services at an advanced level in the field of expertise</p>
Program Specific:		<p>Typically in Youth Justice Custodial Services</p> <ul style="list-style-type: none"> • may coordinate shift activities • coordinates activities which support client programs 	<p>Typically in Youth Justice Custodial Services, a unit/ program, co-ordinator</p>	<p>Typically in Youth Justice Custodial Services a program or unit manager</p>
Decision Making	<p>All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).</p>			
Operational Service Delivery	<p>Provides case support or direct care to clients</p> <p>Manages a range of client behaviours</p> <p>Takes appropriate action for the safety and security of clients and the centre</p> <p>Selects and applies established procedures and local work practices</p> <p>Prioritises own work program</p>	<p>Provides direction to a shift of direct care workers involved in the care, support and supervision of clients</p> <p>Plans and prioritises work to achieve defined targets</p> <p>Undertakes client assessments, case management and the development, implementation and review of case plans and client service plans</p> <p>Adapts practices to a variety of</p>	<p>Works as a coordinator of a residential unit or a non-residential program</p> <p>Organises work schedules and allocates cases</p> <p>Undertakes more complex and advanced casework</p> <p>Manages and monitors the level of service provided to clients</p> <p>Provides services in relation to vocational training and</p>	<p>Evaluates and modifies behaviour management systems or programs within a unit</p> <p>Contributes to centre-wide behaviour management systems</p> <p>Provides expertise in the more problematic cases</p>

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Table 8.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
	<p>with guidance from the supervisor</p> <p>Implement aspects of client case plans</p> <p>Works with clients in a range of settings</p> <p>Works as part of a team in dealing with crisis intervention</p> <p>Works with others to coordinate client programs</p>	<p>case circumstances</p> <p>Refers complex cases and issues to more senior staff and other service providers</p> <p>Works with clients in a range of settings</p>	<p>employment for clients</p> <p>Researches program options to develop recommendations</p>	
Accountability and Frameworks	<p>Provides direct client care, case management, practical advice, assistance and client support and supervision services</p> <p>Maintains accurate client records</p> <p>Makes decisions and solves problems based on knowledge gained from formal training and the application and interpretation of precedents, policies and standards</p> <p>Selects and applies a variety of work practices and techniques common to the work area</p> <p>Refers more complex problems to the supervisor for resolution</p>	<p>Provides advice, expertise, support and training to direct care staff</p> <p>Ensure case plans are followed by direct care staff including leave programs</p> <p>Participates in planning, implementing and reviewing programs and services</p> <p>Assesses clients and recommends appropriate type and level of service for clients</p> <p>Selects from a variety of techniques, systems, methods or procedures</p> <p>Modifies or adapts practices within the work area that have limited impact</p>	<p>Co-ordinates case management advice relating to individual case plans to peers, and internal and external stakeholders</p> <p>Ensures case management processes are in place and standards are met.</p> <p>Solves problems by applying sound judgment and professional expertise</p> <p>Participates in developing and evaluating client service delivery and treatment strategies</p> <p>Conducts supervision sessions for a team of direct care staff</p>	<p>Overall responsibility for the operation of the unit or program.</p> <p>Decisions are authoritative and not usually subject to intervention</p> <p>Manages staff and resources for a unit or program</p>

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Table 8.1: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 1 to 4

Grade Descriptors	Grade 1	Grade 2	Grade 3	Grade 4
Innovation and Originality	<p>Judgement is required to solve problems arising in own work program</p> <p>Takes initiative to recommend improved processes in immediate work area</p>	<p>Creatively deals with problems within the work area</p> <p>Initiates improvements to work practices within the work area</p> <p>Explores new ideas in response to more challenging cases issues and problems and proposes changes and solutions</p>	<p>Develops and applies new ideas in more complex case plans and proposes solutions</p> <p>Assesses and responds to developments in the field</p>	<p>Explores and disseminates new ideas in response to non-routine case issues and problems and decides on changes and solutions</p> <p>Demonstrates creative thinking in the design and implementation of unit processes</p> <p>Contributes ideas to strategic planning of the centre</p>
Communication	<p>Communicates effectively with clients, and their families/guardians/ caregivers concerning the implementation of case plans and client support</p> <p>Prepares routine reports and correspondence relating to client assessment and case plans.</p> <p>Applies conflict resolution skills in dealing with challenging clients</p>	<p>Uses persuasion, advocacy, negotiation and motivation skills with clients, their families, guardians and service providers</p> <p>Prepares client reports</p> <p>Prepares briefs and correspondence for consideration by management</p>	<p>Liaises, consults and seeks to influence other service providers, government and non-government sector agencies to provide coordinated client services</p> <p>Provides specialised advice and information to other service providers</p> <p>Finalises case reports and correspondence</p>	<p>Conveys policy, case management and operational advice to a range of professional and program audiences</p> <p>Applies negotiation, consultation and persuasion skills at an advanced level. Prepares comprehensive case reports, correspondence, and briefings</p>
Knowledge and Proficiency	<p>Understands relevant procedures, practices, guidelines and legislation relating to the work area</p>	<p>Applies a developed understanding of service standards, techniques and practices, acquired through operational expertise</p> <p>Applies an understanding of relevant legislation and current trends and approaches to service provision in the field</p>	<p>Provides authoritative advice to other professionals and organisations on program and service delivery</p>	<p>Possesses and applies a wide knowledge and understanding of program, operational and service delivery issues</p>

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Table 8.2: Youth Justice Custodial Career Structure Classifications and Standard Descriptors - Grades 5 and 6

Grade Descriptors	Grade 5		Grade 6	
	VR1	VR2	VR1	VR2
General:			A senior regional program manager with a significant impact on program management and delivery	
Program Specific:	Typically in Youth Justice Custodial Services, a project or policy manager		Typically in Secure Welfare, manager of the program.	
Decision Making	All employees exercise legal delegations and functions pursuant to the <i>Children, Youth and Families Act 2005 (Vic)</i> and other related acts. Specific delegations and functions are determined by the role and work environment in combination (as specified in job descriptions).			
Operational Service Delivery	<p>Manages the operations of a centre or service, sub program, minor program, or program component with significant service delivery components</p> <p>Intervenes in and manages the most problematic cases</p> <p>Provides specialist professional services or advice</p> <p>Coordinates major projects</p>	<p>Manages program or service delivery activities with increased budget, staff responsibilities or sensitive or complex issues</p> <p>Professional services and advice is applied more broadly to influence policies and program delivery</p> <p>Manages major projects</p>	The VPSG 6.1 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	The VPSG 6.2 Non Executive Career Structure Classification and Value Range Standard Descriptors apply
Accountability and Frameworks	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Innovation and Originality	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Communication	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	
Knowledge and Proficiency	The VPSG 5 Non Executive Career Structure Classification and Value Range Standard Descriptors apply		The VPSG 6 Non Executive Career Structure Classification and Value Range Standard Descriptors apply	

9. Custodial Officer Classification Descriptors

Table 9.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor

Trainee Prison Officer	Prison Officer COG 2A	Senior Prison Officer Industry Officer COG 2B	Prison Supervisor Industry Supervisor COG 3
<p>Relates only to Prison Officer recruit training, typically a course of around 7 weeks conducted off-site with a two-week on-the-job training component.</p> <p>The purpose of the recruit training is to provide an understanding of the prison environment and equip staff with the basic skills and knowledge to enable them to work effectively in a prison environment.</p> <p>A COG 1 Prison Officer:</p> <ol style="list-style-type: none"> 1. In the prison environment always works under close supervision, either individually or in a team. 2. Undertakes specific and defined tasks within established rules under close supervision. 3. Works under clear and detailed instructions; tasks are covered by standard procedures. 4. Is aware that deviation from procedures or unfamiliar situations is to be referred to higher ranks. 5. Performs work that is regularly checked. 6. Maintains existing systems and processes. 7. Provides and receives routine 	<p>A COG 2A Prison Officer</p> <ol style="list-style-type: none"> 1. Provides standard services under general supervision and within a defined service delivery framework (e.g. Director's Instructions, Local Operating Procedures). 2. Maintains security in accordance with established procedures and controls offender movement through surveillance and the operation of security equipment. 3. Manages prisoners, within defined procedures, in such a way as to maintain security and good order, achieve co-operation, and promote rehabilitation. 4. Monitors current service delivery methods and identifies and recommends improvements to ensure that higher quality service is achieved. 5. Provides information and explains rules, procedures and operational policies to individual prisoners and, where appropriate, to colleagues. 6. Resolves conflicts, issues and problems within guidelines and procedures. 7. Administers emergency first aid where 	<p>A COG 2B Officer additionally:</p> <ol style="list-style-type: none"> 1. Typically supervises a team or delivers a service within the prison for which specialist skills or training - including trade or industry skills - are required. 2. Supervises, coaches and trains less experienced staff. 3. Provides direction and feedback to staff who report to him or her. 4. Manages more complex offenders, developing case plans and working closely with relevant agencies to achieve case planning goals. 5. Initiates improvements to service delivery within their area of responsibility consistent with local or organisational guidelines. 6. Conducts basic analysis of statistical information relevant to role. 7. Implements and maintains procedures and systems relevant to area of responsibility. 8. Monitors quality of service delivery and ensures that events / processing occurs in a timely and efficient manner. 9. If employed in an Industry, provides 	<p>A COG 3 Officer additionally:</p> <ol style="list-style-type: none"> 1. Manages a Unit / specialist function with a level of accountability for its physical, financial and human resources. 2. May be required to be the officer-in-charge of a prison. 3. Manages the performance of staff members in his or her work area, including identifying training and development needs and ensuring standards of professionalism. 4. Resolves complex and challenging problems. 5. Is responsible for maintaining security and control, offender movement, discipline and welfare within work area. 6. Chairs selected prison committees. 7. Performs disciplinary duties in relation to prisoners. 8. Oversees and undertakes supervisory responsibilities in the case management of offenders. 9. Contributes to the development and implementation of a range of offender

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Table 9.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor

Trainee Prison Officer	Prison Officer COG 2A	Senior Prison Officer Industry Officer COG 2B	Prison Supervisor Industry Supervisor COG 3
<p>information.</p> <p>8. Has a focus on learning, developing and refining work skills.</p> <p>9. Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills.</p>	<p>required.</p> <p>8. In accordance with operating procedures, interviews, assesses and supervises prisoners and administers routine questionnaires and tests to prisoners.</p> <p>9. Under general supervision, develops individual case plans and monitors prisoners' progress against those plans, motivating prisoners to engage in activities intended to reduce the risk of re-offending.</p> <p>10. Facilitates the attendance of prisoners at scheduled activities and programs.</p> <p>11. Ensures maintenance and correct usage of equipment.</p> <p>12. Provides advice on operational issues to senior staff.</p> <p>13. Applies rules, processes and standards under general supervision.</p> <p>14. Within operational constraints, may plan and prioritise own work program to achieve defined targets.</p> <p>15. Is required to use judgement to solve problems arising in own work program.</p> <p>16. Presents routine information to small groups and provides feedback to</p>	<p>training and instruction to offenders in a specific industry.</p> <p>10. Exercises professional judgement about the application of rules, or the selection of choices within guidelines.</p> <p>11. Resolves local operational service delivery problems within guidelines.</p> <p>12. Reviews decisions, assessments and recommendations from less experienced team members.</p> <p>13. Determines the work organisation of the work area.</p> <p>14. Provides analysis and advice to contribute to decision-making by others.</p> <p>15. Within guidelines, may manage budget and resources for the work area.</p> <p>16. Leads a team through activities including individual and team performance management and development.</p> <p>17. Explains concepts and policies to prisoners, stakeholders and staff.</p> <p>18. Plans, leads and facilitates information sessions and consultative processes in a range of settings.</p> <p>19. Provide formal briefings for senior</p>	<p>activities.</p> <p>10. Develops, implements, and evaluates new local operational procedures for unit / program.</p> <p>11. Develops plans for activities for unit.</p> <p>12. Undertakes low-level, specified research, consultation and liaison to gather information, statistics and views on identified issues and provides basic analysis of those issues to senior staff.</p> <p>13. Undertakes tasks of a specialist (professional and/or technical) or detailed nature, and exercises specific process responsibilities including devising and reviewing procedures and systems.</p> <p>14. If employed in industries, manages multi-discipline trade groups including subordinate supervisors.</p> <p>15. Manages services within a Program.</p> <p>16. Manages a portfolio of cases including higher-risk, more complex cases.</p> <p>17. Provides first contact point for external agencies and others in relation to Unit/Program.</p> <p>18. Sets local precedents regarding the application of guidelines.</p>

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Table 9.1: Custodial Officer Classification Descriptors - Trainee Prison Officer; Prison Officer; Senior Prison Officer/Industry Officer; and Prison Supervisor/Industry Supervisor

Trainee Prison Officer	Prison Officer COG 2A	Senior Prison Officer Industry Officer COG 2B	Prison Supervisor Industry Supervisor COG 3
	<p>organisation.</p> <p>17. Drafts routine internal reports and correspondence.</p> <p>18. Liaises with stakeholders, prisoners and external providers of goods and services.</p> <p>19. Understands procedures for effectively dealing with people exhibiting challenging behaviours.</p> <p>20. Understands and applies basic theoretical principles, under supervision, to achieve defined outcomes.</p> <p>21. Develops knowledge of established techniques and organisational processes.</p> <p>22. Uses software and technical equipment proficiently</p>	<p>staff on significant issues.</p> <p>20. Communicates issues and advocates a preferred case or option to stakeholders.</p> <p>21. May be required to provide professional / technical advice consistent with role.</p> <p>22. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations.</p> <p>23. Is authoritative in the application of processes and policy relevant to the work unit.</p> <p>24. In smaller prisons, may be required to act as officer-in-charge of the prison on night shifts.</p>	<p>19. Provides guidance for others in the work area and/ or related areas.</p> <p>20. Assesses and responds to policy and process changes in the work area.</p> <p>21. Identifies and applies developments within professional field to problem solving within the work area.</p> <p>22. Plans, leads and facilitates consultative processes in a range of settings involving more difficult or sensitive issues.</p> <p>23. Prepares complex operational reports requiring in-depth factual analysis.</p> <p>24. Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field.</p> <p>25. Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives</p>

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Table 9.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5	Senior General Manager
<p>A COG 4 Officer additionally:</p> <ol style="list-style-type: none"> 1. Manages the operations of a small location, a work unit or activity within a Branch or broader program - including responsibility for all aspects of human and financial resource management, security, and good order. 2. Coordinates the planning, development and implementation of a specialist service. 3. Undertakes research, investigation and analysis of complex issues. 4. Provides sound advice and briefings, options and recommendations to the higher levels of the organisation. 5. Contributes to policy development 6. Identifies emerging issues and trends and takes action to address them. 7. Develops and implements strategies to resolve complex problems. 8. Contributes to the development of business plans and strategies for the Branch. 9. Represents the department in negotiations on local matters. 10. Develops and manages a viable industry Program within a prison. 11. Integrates activities across all units within the prison. 12. Develops policies and procedures on 	<p>A COG 5 Officer in a salary bandwidth of COG 5 base salary to the equivalent salary of the top of VPS Grade 5 Value Range 2 work value descriptors.</p> <ol style="list-style-type: none"> 1. Manages change processes. 2. Manages cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues. 3. Provides specialist professional services or advice, including leadership and guidance to others. 4. Development and implement and management of major departmental programs and projects. 5. Providing authoritative and strategic advice to Executive Management. 6. Resolves complex and sensitive issues and problems with wide impact involving a number of stakeholders. 7. Develops and implements integrated solutions. 8. Identifies risks and recommends risk management strategies. 9. Makes decisions that may set precedents for peers. 10. Develops business plans to deliver on evolving organisational priorities. 11. Provides solutions and thinking to advance organisational innovation or occupational / professional 	<p>A COG5 Officer salary equivalent salary of VPS Grade 6 Value Range 1 base to the top of Grade 6 Value Range 1 additional work value descriptors.</p> <ol style="list-style-type: none"> 1. Manages a large-scale organisational service or regional delivery function. 2. Develops service delivery models within business plans and objectives 3. Develops medium to longer term plans and strategies which are consistent with business plans, planning and prioritising work programs and allocating appropriate resources to ensure its satisfactory completion. 4. Is responsible for operational policy or service development impacting on a major functional area. 5. Routinely advises senior stakeholders on policy issues and solutions within a functional area 6. Evaluates and manages risk and ensures quality and probity in project proposals. 7. Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities 8. Participates in strategic planning <p>COG6: Senior General Manager additionally:</p> <ol style="list-style-type: none"> 1. Is responsible and accountable for all aspects of major prison / region or major or statewide strategic function. 2. Provides authoritative, expert, professional, technical and strategic advice to Executive Management and the Minister on complex and/or state-wide issues, policies, procedures, guidelines and standards 3. Resolves complex and sensitive issues/problems which have significant organisational impact 4. Conceptualises, negotiates and manages complex projects and service improvement initiatives 5. Represents the organisation in local, national and international forums 6. Introduces and leads change processes. 7. Develops policies, programs and initiatives that impact on programs or major functional areas. 8. Is required to interpret general policy framework to make decisions in the absence of definitive operational policies. 9. Contributes advanced expertise and

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Table 9.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5		Senior General Manager
<p>operational areas across the prison.</p> <p>13. Develops professional guidelines within the work area.</p> <p>14. Resolves complex operational service delivery issues consistent with program objectives.</p> <p>15. Interprets and applies business plans and policies to own area of responsibility, including putting strategies in place to ensure that local plan targets are achieved.</p> <p>16. Is expected to introduce innovation within work area.</p> <p>17. Defines the appropriate methodology in the analysis of policy or research options.</p> <p>18. Conveys specialist concepts and policies to prisoners, staff and stakeholders.</p> <p>19. Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level.</p> <p>20. Develops and implements operational communication and consultation strategies on specific projects.</p> <p>21. Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving.</p> <p>22. Applies sound theoretical and practical expertise in development of policy options.</p>	<p>knowledge.</p> <p>12. Creatively develops options in a changing organisational environment.</p> <p>13. Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement.</p> <p>14. Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels.</p> <p>15. Manages consultation processes including engagement with key stakeholders.</p> <p>16. Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice.</p> <p>17. Is influential in negotiations with external suppliers of major services.</p> <p>18. Modifies and applies concepts to new situations that may impact beyond the immediate work area.</p> <p>19. Provides leadership in the application of concepts to policy development.</p>	<p>and contributes to strategic decision making process</p> <p>9. Is accountable for the achievement of established corporate objectives including the formulation and implementation of local business plans.</p> <p>10. Identifies and responds to new and emerging strategic issues impacting on the operating environment.</p> <p>11. Purpose of communication may be to resolve complex issues through a process of consultation and negotiation.</p> <p>12. Prepares technical reports at an authoritative level.</p> <p>13. Develops briefs on highly complex issues that provide options for decision within an organisation.</p> <p>14. Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>15. Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>16. Explains highly complex concepts, ideas and issues to an executive</p>	<p>knowledge to strategic planning and decision-making processes.</p> <p>10. Is required to use formal and informal channels to influence organisation or program management to achieve goals.</p> <p>11. Influences stakeholders holding competing priorities and views.</p> <p>12. Briefs high-level stakeholders in own area of expertise in a variety of forums.</p> <p>13. Operates with loosely defined hierarchies of decision-making.</p> <p>14. Negotiates to resolve differences to achieve agreement to project/program.</p> <p>15. Ability to negotiate on the spot, often on the basis of limited information.</p> <p>16. Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives.</p> <p>17. Possesses high-level expertise in the program area.</p> <p>18. Provides high-level expertise in a field or discipline that is critical to the program or organisation.</p> <p>19. Creates a learning environment within prison / region</p>

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Table 9.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5	Senior General Manager
<p>23. Is the officer-in-charge of the prison in the absence of the General Manager. At the higher end of the Grade additional work value descriptors apply.</p> <p>24. Formulates service delivery plans within the strategic framework.</p> <p>25. Manages the planning, development and implementation of a specialist service.</p> <p>26. Manages the operations of a prison location or specialist service</p> <p>27. Provides authoritative advice and recommendations where options and precedents are unclear.</p> <p>28. Provide high-level advice to the General Manager in the development of business plans and strategies for the Branch / Agency.</p> <p>29. Represents the department in public forums and negotiating on local matters.</p> <p>30. Provides leadership and guidance based on advanced expertise.</p> <p>31. Recommends specialised service delivery models.</p> <p>32. Decisions often impact upon staff, peers and prisoners outside the immediate work area.</p> <p>33. Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>34. Advice and analysis influences policy</p>	<p>(i.e. non-expert) audience</p> <p>17. Represents own work area with external stakeholders, and effectively manages feedback</p> <p>18. Confidently represents the agency with external peers and negotiate within parameters agreed with immediate manager</p> <p>19. Focuses on understanding stakeholder issues and influencing their views</p> <p>20. Provides authoritative expert advice on complex issues within own area</p> <p>21. Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives</p> <p>22. Applies complex concepts drawn from non-related fields to address policy issues</p> <p>23. Possesses high-level expertise in the field or discipline.</p>	

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Table 9.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5		Senior General Manager
<p>development</p> <p>35. Contributes to strategic business planning</p> <p>36. Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>37. Is accountable for work organisation, the allocation of resources within and the outputs required of the work area.</p> <p>38. Innovative thinking and analysis influences developments within area of responsibility.</p> <p>39. Initiates and maintains relationships with peer and senior internal and external stakeholders.</p> <p>40. Focuses on understanding stakeholder issues.</p> <p>41. Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice.</p> <p>42. Prepares technical reports at an advanced professional level.</p> <p>43. Uses specialist knowledge within a confined field to challenge policies and professional concepts.</p> <p>44. Applies complex concepts to policy development or research.</p> <p>45. Provides leadership in the adaptation and application of concepts to operational</p>			

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Table 9.2: Custodial Officer Classification Descriptors - Operations Manager/Industry Manager; General Manager; and Senior General Manager

Operations Manager Industry Manager COG 4	General Manager COG 5		Senior General Manager
matters within local work area. 46. Models high-level leadership attributes			
Senior General Manager – Major Prison Facilities			
A COG 7 officer, as designated by the Employer, is responsible and accountable for all aspects of a major prison facility and/or strategic Statewide function and operates consistent with the VPS STS descriptors.			

10. Forensic Officer Work Level Descriptors

Definitions:

- A Forensic Officer's primary purpose is the application of relevant qualifications, training and experience to aid the investigation of, and assist with criminal, coronial and civil matters in a recognised forensic discipline.
- A recognised forensic discipline is one that has been accepted by the Court as an area in which a qualified practitioner is permitted to give evidence.
- The context of the role will vary but may include:
 - Undertaking forensic case work
 - Provision of evidence in court
 - Development of specialised information technology functions
 - Maintenance of quality management systems
 - Undertaking research and development

Preamble:

- The work level descriptors do not provide an exhaustive list of duties, but rather they are a general description of how a position fits into the overall organisation. Specific duties and qualifications are detailed in the individual position descriptions.
- The descriptors represent a philosophical approach which reflects the knowledge and skill set for each level of work. Positions at each work level will comprise an aggregation of tasks which have been assessed as at equal work value.
- Not all elements of each work level are required to satisfy the requirements of the level but should be considered "on balance", on the basis of best fit to describe the work.
- The development of skills is considered to be progressive and therefore skills that are referred to in the narrative for the previous level are assumed to be part of the skill set for the higher level.
- The descriptors can also serve as a tool for managers to determine appropriate developmental opportunities for staff in line with the principles of succession planning.

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Table 10.1: Forensic Officer Work Level Descriptors - FO-1 to FO-4

	Forensic Officer FO-1	Forensic Officer FO-2	Forensic Officer FO-3	Forensic Officer FO-4
Grade description	<p>Undertakes specific and defined tasks within established procedures under close supervision</p> <p>Assists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification of the position</p> <p>Performs routine laboratory/technical support functions</p> <p>Accountable for accuracy and timeliness of outputs</p> <p>Maintains existing systems and processes</p> <p>Conducts work of a basic nature (may include data entry and house keeping)</p>	<p>Generally, possesses relevant qualifications</p> <p>Conducts analysis of samples under direction within defined parameters</p> <p>Conducts initial examination of exhibits under supervision</p> <p>Assists in prioritising tasks in order to achieve specified targets (e.g. triaging)</p> <p>Investigates, accurately defines analyses needs and priorities and disseminates scientific information using appropriate knowledge transfer techniques through consultation with peers and supervisors</p> <p>May regularly interact with a range of internal and external clients to provide advice or specialist information</p> <p>May process crime scene related samples within defined parameters</p> <p>Performs fingerprint casework</p> <p>Solves routine problems using readily available information, where alternatives are limited</p> <p>Conducts quality control within work area, including keeping records where necessary</p> <p>Undertakes training towards authorisation in operation of NAFIS and LiveScan systems</p> <p>Examines crime scenes in order to</p>	<p>Possesses at least an appropriate degree and/or relevant qualification.</p> <p>Regularly reports casework in their own name</p> <p>May lead a team through scientific/technical activities including individual and team performance management and development</p> <p>Makes qualified judgements that impact on the subsequent investigation and legal deliberations associated with casework</p> <p>Conveys specialist knowledge/judgement that impacts on legal deliberations and/or investigations</p> <p>Provides expert advice, including in the court context where opinion evidence may be required</p> <p>Has responsibility for delivering status reports in relation to relevant calibration, maintenance and quality assurance schedules</p> <p>Communicates professional/scientific/technical concepts to less experienced colleagues</p> <p>Delivers discipline related presentations using prescribed methods and procedures in casework</p> <p>May attend and examine crime</p>	<p>Possesses at least an appropriate degree and/or relevant qualification</p> <p>Is a specialist within a specific forensic discipline</p> <p>Independently performs professional work at an advanced level</p> <p>Demonstrates judgement and innovation at a level consistent with an established professional</p> <p>May undertake non routine casework assignments</p> <p>Prepares and delivers presentations and lectures to stakeholders, students and peer professionals</p> <p>Formulates and supervises/mentors/coaches professional development programs for less experienced colleagues</p> <p>Applies negotiation, persuasion and motivation skills to manage staff and stakeholders</p> <p>Recommends resource allocation to immediate Managers in order to meet service delivery priorities</p> <p>Leads, and may manage a scientific/technical or specialist team and/or projects</p> <p>Defines the appropriate methodology in the analysis of casework</p> <p>Applies sound theoretical and practical expertise in the development of internal/external</p>

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Table 10.1: Forensic Officer Work Level Descriptors - FO-1 to FO-4

	Forensic Officer FO-1	Forensic Officer FO-2	Forensic Officer FO-3	Forensic Officer FO-4
		<p>develop and collect fingerprints May assist at a crime scene</p>	<p>scenes Solves problems that may require specialist knowledge in a number of scientific/technical fields Monitors and administers local contracts and service agreements within a well defined service delivery framework Applies prescribed methods and procedures in casework Supervises other staff as required May assist in research and development, training and development of staff Undertakes technical reviews of casework where appropriate Interprets results of analysis Displays case management skills appropriate to routine casework undertaken</p>	<p>training Assists with negotiation and management of local contracts and service delivery agreements May attend and/or manage crime scenes May assist in the development and establishment of policy Possesses skills to undertake routine casework without supervision May participate as a representative on a Victoria Police committee Takes a lead role in maintaining quality systems and recommends improvements Displays sound case management skills appropriate to routine and non routine casework undertaken Undertakes technical and administrative reviews of casework</p>
Professional Judgement and Impact	Judgement will be confined to existing policies, protocols and procedures within a specific work area with little or no impact outside of these.	Judgement will be made with respect to policies, protocols and procedures with some impact on the work unit.	Development of independent scientific professional judgement within own area of expertise particularly related to casework. Impacts internally and externally to the Department.	Exercise a considerable amount of independent scientific judgement and skill which impacts on the Division, law enforcement and the courts.
Innovation and Originality	Opportunity for innovation/originality will be limited to a specific work area and limited by knowledge and experience base. Adapts to changes in routine.	Opportunities for innovation and originality within work area and unit. Ability to adapt to different work flows and pressures.	Regularly applies knowledge and adapts skills to manage routine situations. May be involved in research/innovation projects.	Will be involved in the identification, development and implementation of new or improved procedures and protocols. Will supervise and/or engage in innovation and research

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Table 10.1: Forensic Officer Work Level Descriptors - FO-1 to FO-4

	Forensic Officer FO-1	Forensic Officer FO-2	Forensic Officer FO-3	Forensic Officer FO-4
				projects.
Communication	Demonstrates good written and oral communication skills relevant to a specific work area.	Demonstrates good written and oral communication skills within a work unit and externally relevant to the work unit.	Regularly communicates policy and sophisticated scientific concepts both internally and externally.	Ability to convey specialist concepts and knowledge to clients, staff and stakeholders.
Knowledge and Proficiency	Demonstrates sound knowledge and practical proficiency relevant to a specific work area.	Demonstrates sound knowledge and practical proficiency and may provide specialist advice relevant to a work unit both internally and externally. Is becoming a recognised fingerprint specialist.	Is a fingerprint expert, or is becoming a recognised specialist within a specific subject area. May control a laboratory function or field operation where a variety of related scientific functions are performed.	Is a recognised specialist within a specific area of work.
Decision Making	Decision making will be limited to protocols and procedures within a defined work area and largely under supervision.	Applies understanding of professional ethics and the scientific method in the development and conduct of work.	Applies knowledge of departmental, organisational and government policy to the decision making process.	Takes responsibility for decision making at Unit level. Takes responsibility for decision making that impact on the day to day operations.

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Table 10.2: Forensic Officer Work Level Descriptors - FO-5 to FO-7

	Forensic Officer FO-5	Forensic Officer FO-6	Forensic Officer FO-7
Grade description	<p>Possesses at least an appropriate degree and/or relevant qualification</p> <p>Provides high level scientific/technical professional services and/or advice, including leadership and guidance in a multi-disciplinary environment</p> <p>Possesses appropriate skills/authorisation(s) to undertake complex casework assignments. Regarded as authoritative within a particular field</p> <p>Is recognised as a specialist in the area of their profession and relied on for advice</p> <p>Manages multi-disciplinary casework teams/assignments and /or projects</p> <p>Integrates scientific/technical concepts across disciplines</p> <p>Undertakes complex casework</p> <p>Provides leadership, training and development for personnel in the adaptation and application of forensic disciplines</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Negotiates with internal and external stakeholders, peers, industry bodies and other government agencies with the objective of gaining cooperation, influencing views and meeting timelines for delivery of projects, services or advice</p> <p>Provides leadership in the application of concepts to policy development</p> <p>Participates as a representative on local and, on</p>	<p>Possesses at least an appropriate degree and/or relevant qualification</p> <p>Provides strategic leadership of multi-disciplinary teams and/or assignments</p> <p>Undertakes the most complex casework and resolves major conceptual scientific, technical or management problems that have a significant impact on a scientific discipline or the branch</p> <p>Undertakes casework likely to require leading edge research and development</p> <p>Judgements are authoritative</p> <p>Provides definitive written and oral advice on complex and challenging scientific matters</p> <p>Identifies and manages or provides advice on emerging scientific/technical, personnel and/or economic issues</p> <p>Plans, initiates and implements research or policy responses in anticipation of significant scientific/technical, policy or environmental changes</p> <p>Leads research and development into complex, sensitive or contentious scientific matters</p> <p>Manages an area with significant budget, staff responsibilities or strategic importance</p> <p>Develops service delivery models within business plans and objectives</p> <p>Routinely advises senior levels of the organisation on policy issues and solutions within a functional area</p> <p>Develops scientific/technical or professional standards for the branch/Department</p>	<p>Possesses at least an appropriate degree and/or relevant qualification</p> <p>Manages a large and diverse Division</p> <p>Manages a range of strategic corporate functions and long term initiatives, each with significant budget, staff responsibilities, and strategic importance</p> <p>Demonstrates strategic management skills</p> <p>Recognised nationally/internationally as a specialist in a particular scientific field and regularly applies this knowledge to achieve highly creative and/or innovative solutions</p> <p>Identifies and responds to new and emerging issues in the scientific field and their longer term implications</p> <p>Responsible for the implementation of operational policy or service development that has significant impact on the Department and key external stakeholders</p> <p>Provides policy/legislative advice to Government, senior levels of the Organisation and key external stakeholders</p> <p>Responsible for meeting service objectives, including financial, quality and service delivery targets</p> <p>Responsible for the quality and professional outcomes of the Division</p> <p>Contributes advanced expertise and knowledge to strategic planning and decision making processes of the Department</p> <p>Manages strategic corporate initiatives</p>

**Victorian Public Service Enterprise Agreement 2016
Schedule E**

Table 10.2: Forensic Officer Work Level Descriptors - FO-5 to FO-7

	Forensic Officer FO-5	Forensic Officer FO-6	Forensic Officer FO-7
	<p>occasions, national committees</p> <p>Determines Unit casework acceptance criteria</p> <p>Establishes and maintains a contemporary Forensic Intelligence Capability, which includes the collection and assessment of scientific data</p> <p>Manages and leads projects</p> <p>Displays high level case management skills</p> <p>Allocates personnel and resources within unit</p> <p>Establishes educational standards</p> <p>Maintains accredited training programs</p> <p>Manages and co-ordinates courses and undertakes training needs analyses</p> <p>Manages discrete functions with staff responsibilities or sensitive/complex issues</p> <p>Reports statistics and future needs relevant to a work area</p> <p>Makes a substantial and continuing impact within their field of expertise through discovery and communication of new knowledge</p> <p>Ensures project deliverables are aligned with program outcomes and government policy</p> <p>Determines and/or establishes internal technical/scientific/training standards</p> <p>Negotiates and manages local contracts and service delivery agreements</p> <p>Contributes to the development of technical or professional standards specific to the unit</p> <p>Plans work area processes</p>	<p>Represents the Department with external stakeholders to negotiate agreed parameters and delivery of activities to meet timelines</p> <p>Responsible for operational policy or service development impacting on the branch/Department</p> <p>Contributes to strategic corporate initiatives and is responsible for implementation</p> <p>Manages and leads complex projects</p> <p>Determines branch and unit casework acceptance criteria</p> <p>Manages a diverse range of specialised functions, which may use similar technology and may comprise several units</p> <p>Directs 'leading edge' research directly regarding casework related fields</p> <p>Manages a large scale organisational service or regional delivery function</p> <p>Develops scientific solutions/techniques or strategies that have significant implications for the discipline.</p> <p>Authorises internal technical/scientific/training standards</p>	<p>Provides leadership and guidance based on advanced expertise</p> <p>Manages major projects for the Organisation</p> <p>Implements strategic corporate direction as it relates to forensic science and its integration with crime investigation and associated judicial processes</p> <p>Is responsible for the maintenance of standards including Occupational Health and Safety, accreditation, education, research and development</p>

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Schedule E**

Table 10.2: Forensic Officer Work Level Descriptors - FO-5 to FO-7

	Forensic Officer FO-5	Forensic Officer FO-6	Forensic Officer FO-7
Professional Judgement and Impact	Makes informed judgements that have a significant impact on analytical processes and the progress and outcome of subsequent investigations and legal deliberations.	Makes judgements that impact directly on the Department, Victoria Police and national and/or international initiatives.	Regularly makes judgements and develops policy that impacts on the Department, Victoria Police, the Government (legislation) and other forensic science service providers nationally.
Innovation and Originality	Leads the development of new areas of work and makes original contributions to scientific knowledge.	Makes a substantial and continuing impact within their field of expertise through the discovery and communication of new knowledge.	Undertakes policy research and new initiatives that affect work practices Divisionally, Departmentally and within stakeholder groups.
Communication	Negotiates and collaborates with stakeholders on Departmental policy and programs. Regularly communicates on scientific issues locally and nationally.	Communicates on issues of science and policy locally, nationally and internationally.	Regularly communicates in writing and orally with Ministers and senior managers from a range of stakeholder groups and national and international forensic science service providers.
Knowledge and Proficiency	Modifies and applies scientific precedents and concepts to new situations that may impact on other areas and/or result in a significant redirection of science and protocols.	Line manages a substantial scientific and/or technical multi-disciplinary Branch/work group. Is recognised as a national/international authority in casework related fields.	Has a strong knowledge of relevant Government policy and legislative requirements and national and international forensic science 'business' practices.
Decision Making	Regularly makes decisions that impact on Divisional policy and external stakeholders.	Regularly makes decisions that impact on Departmental policy and work/scientific requirements at a Divisional and Departmental level. Participates at a senior level in state, national or international working parties and committees.	Regularly participates in decision making at the senior management level within the Department, Victoria Police and national and international forums.

11. Police Custody Officer Classification Descriptors

The classification descriptors applying to Police Custody Officers are outlined in the table below.

Table 11.1: Police Custody Officer Classification Descriptors		
Police Custody Officer 1	Police Custody Officer 2	Police Custody Officer 3
<p>Relates only to Police Custody Officer initial training period.</p> <p>The purposes of the initial training period is to provide an understanding of the police custody environment and equip staff with the basic skills and knowledge to enable them to work effectively in a police custody environment.</p> <p>A Police Custody Officer 1:</p> <ol style="list-style-type: none"> 1. In the police custody environment always works under close supervision, either individually or in a team. 2. Undertakes specific and defined tasks within established rules under close supervision. 3. Works under clear and detailed instructions; tasks covered by standard procedures. 4. Is aware that deviation from procedures or unfamiliar situations is to be referred to higher ranks. 5. Performs work that is regularly checked. 6. Maintains existing systems and processes. 7. Provides and receives routine information. 8. Has a focus on learning, developing and refining work skills. 9. Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills. 	<p>A Police Custody Officer 2:</p> <ol style="list-style-type: none"> 1. Provides standard services under general supervision and within a defined service delivery framework (e.g. Chief Commissioner Instruction, Local Standard Operating Procedures). 2. Undertakes risk assessments when receiving prisoners in to facility. 3. Maintains security in accordance with established procedures and controls offender movement through surveillance and the operation of security equipment. 4. Manages persons in custody, within defined procedures, in such a way as to maintain security and good order, and achieve co-operation. 5. Monitors current service delivery methods and identifies and recommends improvements to ensure that higher quality service is achieved. 6. Provides information and explains rules, procedures and operational policies to individual persons in custody and, where appropriate, to colleagues. 7. Resolves conflicts, issues and problems within guidelines and procedures. 8. Administers emergency first aid where required. 9. In accordance with operating procedures interviews, assesses and supervises persons in custody. 10. Administers routine questionnaires and tests to persons in custody. 11. Ensures maintenance of correct usage of equipment. 	<p>A Police Custody Officer 3:</p> <ol style="list-style-type: none"> 1. Typically supervises a team within the police custody environment. 2. Supervises, coaches and trains less experienced staff. 3. Provides direction and feedback to staff who report to him or her. 4. Manages more complex offenders 5. Initiate improvements to service delivery within their areas of responsibility consistent with local or organisational guidelines. 6. Conducts basic analysis of statistical information relevant to the role; 7. Implements and maintains procedures and systems relevant to area of responsibility. 8. Monitors quality of service delivery and ensures that events / processing occur in a timely and efficient manner. 9. Exercises professional judgement about the application of rules, or the selection of choices within guidelines. 10. Resolves local operational service delivery problems within guidelines. 11. Reviews decisions, assessments and recommendations from less experienced team members. 12. Determines the work organisation of the work area.

**Victorian Public Service Enterprise Agreement 2016
Schedule E**

Table 11.1: Police Custody Officer Classification Descriptors

Police Custody Officer 1	Police Custody Officer 2	Police Custody Officer 3
	<p>12. Provides advice on operational issues to senior staff.</p> <p>13. Applies rules, processes and standards under general supervision.</p> <p>14. Within operational constraints, may plan and prioritise own work program to achieve defined targets.</p> <p>15. Is required to use judgement to solve problems arising in own work program.</p> <p>16. Presents routine information to small groups and provides feedback to organisation.</p> <p>17. Drafts routine internal reports and correspondence.</p> <p>18. Liaises with stakeholders, persons in custody and external providers of goods and services.</p> <p>19. Understands procedures for effectively dealing with people exhibiting challenging behaviours.</p> <p>20. Understands and applies basic theoretical principles, under supervision, to achieve defined outcomes.</p> <p>21. Develops knowledge of established techniques and organisational processes.</p> <p>22. Uses software and technical equipment proficiently.</p> <p>23. Uses power of 'authorised officers' under the Security Act.</p> <p>24. Uses 'transport and supervise' powers to manage the custody of an arrested person in the police station or at a hospital.</p> <p>25. Supervises the taking of fingerprints under the Crimes Act</p>	<p>13. Provides analysis and advice to contribute to decision-making by others.</p> <p>14. Within guidelines, may manage budget and resources for the work area.</p> <p>15. Lead a team through activities including individual and team performance management and development.</p> <p>16. Explains concepts and policies to people in custody, stakeholders and staff.</p> <p>17. Plans, leads, and facilitates information sessions and consultative processes in a range of settings.</p> <p>18. Provide formal briefings for senior staff on significant issues.</p> <p>19. Communicates issues and advocates a preferred case or option to stakeholders.</p> <p>20. May be required to provide professional / technical advice consistent with role.</p> <p>21. Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations.</p> <p>22. Is authoritative in the application of processes and policy relevant to the work unit.</p> <p>23. Administers evidentiary breath tests and takes oral fluid samples under the Road Safety Act.</p> <p>24. Supervises the taking of buccal swabs under the Crimes Act.</p>

Schedule F Supported Wage System

1. Supported Wage System

1.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- (a) **Supported wage system** means the commonwealth government system to promote employment for people who cannot work at full award wages because of a disability, as documented in supported wage system: guidelines and assessment process.
- (b) **Accredited assessor** means a person accredited by the management unit established by the commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (c) **Disability support pension** means the commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991(Cth)* or any successor to that scheme.
- (d) **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

1.2 Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of accident compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- (c) This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986 (Cth)* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12a of the *Disability Services Act 1986 (Cth)*, or if a part only has received recognition, that part.

1.3 Supported wage rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Victorian Public Service Enterprise Agreement 2016
Schedule F

Assessed capacity	Percentage of prescribed agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

provided that the minimum amount payable shall be not less than \$81 per week.

1.4 Assessment of capacity

- (a) For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:
- (b) The employer and the relevant union, in consultation with the employee or, if desired by any of these;
- (c) The employer and an accredited assessor from a panel agreed by the parties and the employee.

1.5 Lodgement of assessment instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement salary to be paid to the employee, shall be lodged by the employer with FWA.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is not a party to the assessment, it shall be referred by FWA to the union by certified mail and shall take effect unless an objection is notified to FWA within ten working days.

1.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

1.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the salary rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

1.8 Workplace adjustment


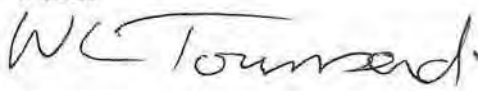
An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

1.9 Trial period



- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of the employee's capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$81 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 1.4** hereof.

Signatories



SIGNED for and on behalf of **CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION** by authorised officer



 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
KAREN BATT (or representative) Secretary, CPSU/SPSF Victorian Branch Level 4/128 Exhibition Street, Melbourne 3000	<i>Name of witness:</i> Wayne Townsend.

SIGNED for and on behalf of the **STATE OF VICTORIA** by its authorised representatives:

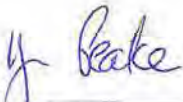

 <i>Signature</i>	<i>Witness</i> MATT O'CONNOR  <i>Signature:</i>
CHRIS ECCLES (or representative) Secretary, Department of Premier and Cabinet 1 Treasury Place, Melbourne 3004	<i>Name of witness:</i>



 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
RICHARD BOLT (or representative) Secretary, Department of Economic Development, Jobs, Transport and Resources 1 Spring Street, Melbourne 3000	<i>Name of witness:</i> SHARN ENZINGER.


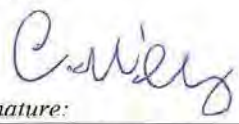
 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
GILL CALLISTER (or representative) Secretary, Department of Education and Training 2 Treasury Place, East Melbourne 3002	<i>Name of witness:</i> Daniel Nugus



 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
ADAM FENNESSY (or representative) Secretary, Department of Environment, Land, Water and Planning 8 Nicholson Street, East Melbourne 3002	<i>Name of witness:</i> SITI SAIFAD


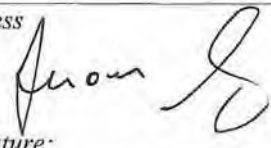
**Victorian Public Service Enterprise Agreement 2016
Signatories**



<i>Signature</i> 	<i>Witness</i> 
KYM PEAKE (or representative) Secretary, Department of Health and Human Services 50 Lonsdale Street, Melbourne 3000	<i>Signature:</i> <i>Name of witness:</i> MICHAEL THOMAS

<i>Signature</i> 	<i>Witness</i> 
GREG WILSON (or representative) Secretary, Department of Justice and Regulation 121 Exhibition Street, Melbourne 3000	<i>Signature:</i> <i>Name of witness:</i> COLIN CARVER


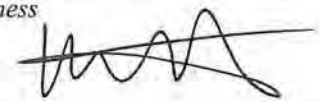
<i>Signature</i> 	<i>Witness</i> 
DAVID MARTINE (or representative) Secretary, Department of Treasury and Finance 1 Treasury Place, East Melbourne 3002	<i>Signature:</i> <i>Name of witness:</i> CAMERON MCINERNEY



<i>Signature</i> 	<i>Witness</i> 
MICHAEL VANDERHEIDE (or representative) Chief Executive, CenITex 80 Collins Street, Melbourne 3000	<i>Signature:</i> <i>Name of witness:</i> CATHERINE ENGLUND.

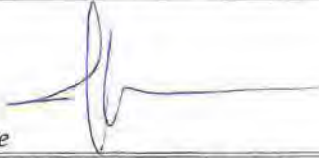

<i>Signature</i> 	<i>Witness</i> 
LIANA BUCHANAN (or representative) Principal Commissioner for Children and Young People 570 Bourke Street, Melbourne 3000	<i>Signature:</i> <i>Name of witness:</i> Jerome Cooney Industrial Relations Victoria


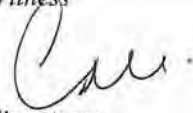
<i>Signature</i> 	<i>Witness</i> 
KERRY OSBORNE (or representative) Chief Executive Officer, Court Services Victoria 223 William Street, Melbourne 3000	<i>Signature:</i> <i>Name of witness:</i> COLIN CARVER


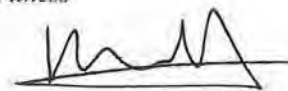
Victorian Public Service Enterprise Agreement 2016



	Witness 
Signature	Signature:
NIAL FINEGAN (or representative) Chief Executive Officer, Environment Protection Authority Victoria 200 Victoria Street, Carlton 3053	Name of witness: KATHERINE ENGLUND.

	Witness 
Signature	Signature:
DR JOHN HAMMIT (or representative) Chief Executive Officer, Essential Services Commission 2 Lonsdale Street, Melbourne 3000	Name of witness: KATHERINE ENGLUND.

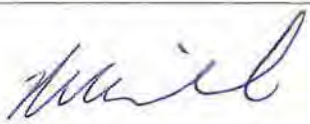

	Witness 
Signature	Signature:
JIM MILLER (or representative) Chair, Infrastructure Victoria 121 Exhibition Street, Melbourne 3000	Name of witness: KATHERINE ENGLUND.



 GREG HYAMS CEO	Witness 
Signature	Signature:
per WENDY GREINER (or representative) A/ Chair, Game Management Authority 121 Exhibition Street, Melbourne 3000	Name of witness: CAMERON MCINERNEY

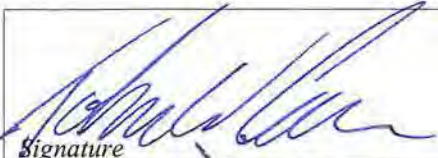

	Witness 
Signature	Signature:
ALISTAIR MACLEAN (or representative) Chief Executive Officer, Independent Broad-based Anti-corruption Commission 459 Collins Street, Melbourne 3000	Name of witness: KATHERINE ENGLUND.


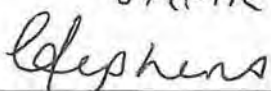
	Witness 
Signature	Signature:
COREY HANNETT, HEAD KEVIN DEVLIN (or representative) Chief Executive Officer, Level Crossing Removal Authority 121 Exhibition Street, Melbourne 3000	Name of witness: TRISH OVERHILL.

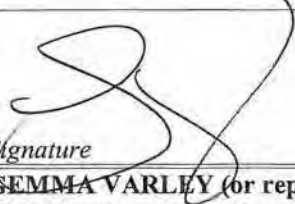

Victorian Public Service Enterprise Agreement 2016
Signatories



 Signature	Witness  Signature:
ROSS MILLARD (or representative) A/Chief Municipal Inspector, Local Government Investigations and Compliance Inspectorate 1 Spring Street, Melbourne 3000	Name of witness: COLIN CARVER

 Signature COREY HANNETT, HEAD	Witness  Signature:
EVAN TATTERSALL (or representative) Chief Executive Officer , Melbourne Metro Rail Authority 1 Spring Street, Melbourne 3000	Name of witness: TRISH BURROWS

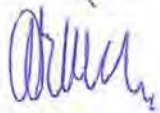

 Signature	Witness  Signature:
JOHN CAIN (or representative) Solicitor for Public Prosecutions 565 Lonsdale Street, Melbourne 3000	Name of witness: Daniel Negus

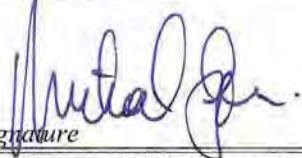

 Signature	Witness CASSANDRA STEPHENS  Signature:
GRAHAM ASHTON AM (or representative) Chief Commissioner of Victoria Police 637 Flinders Street, Docklands 3008	Name of witness:


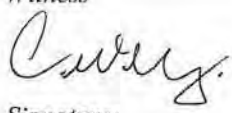
 Signature	Witness  Signature:
GEMMA VARLEY (or representative) Chief Parliamentary Counsel 1 Macarthur Street, Melbourne 3002	Name of witness: CAMERON MCINERNEY



 Signature	Witness  Signature:
DR GILLIAN SPARKES (or representative) Commissioner for Environmental Sustainability 570 Bourke Street, Melbourne 3000	Name of witness: JENNY JOUBART

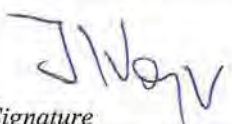

Victorian Public Service Enterprise Agreement 2016


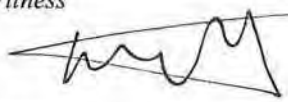
 Signature	Witness  Signature:
DAVID WATTS (or representative) Commissioner for Privacy and Data Protection 121 Exhibition Street, Melbourne 3000	Name of witness: Daniel Negus

 Signature	Witness  Signature:
MICHAEL ISON (or representative) A/ Freedom of Information Commissioner 10-16 Queen Street, Melbourne 2000 121 EXHIBITION STREET	Name of witness: KATHERINE ENGLUND


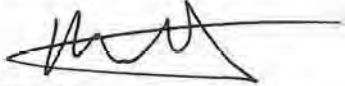
 Signature	Witness  Signature:
DOUG TRAPPETT Official Secretary, Office of the Governor of Victoria Government House, Melbourne 3004	Name of witness: CAMERON MCFARNEY

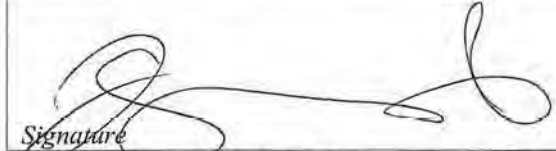
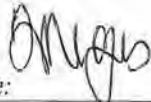
 Signature	Witness  Signature: Andrew Adams
DEBORAH GLASS OBE (or representative) Victorian Ombudsman 459 Collins Street, Melbourne 3000	Name of witness:


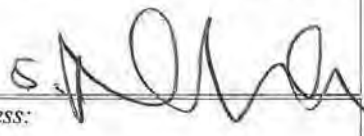
 Signature	Witness  Signature:
JOHN VOAYGE (or representative) Road Safety Camera Commissioner 121 Exhibition Street, Melbourne 3000	Name of witness: MELANIE MCSHANE MANAGER, OPERATIONS.



 Signature	Witness  Signature:
JILL GARNER (or representative) Victorian Government Architect 1 Treasury Place, East Melbourne 3002	Name of witness: KATHERINE ENGLUND



Victorian Public Service Enterprise Agreement 2016
Signatories

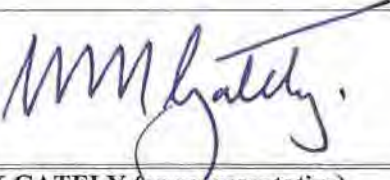

 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
ROBIN BRETT QC (or representative) Inspector, Office of the Victorian Inspectorate 565 Bourke Street, Melbourne 3000	<i>Name of witness:</i> KATHERINE ENGLUND.

 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
JUSTINE HEAZLEWOOD (or representative) Director, Public Records Office Victoria 99 Shiel Street, North Melbourne 3051	<i>Name of witness:</i> Daniel Negus



 <i>Signature</i>	<i>Witness</i> SEAN JAMESON  <i>Signature:</i>
GRAEME SAMUEL AC Chair, Taxi Services Commission 1 Spring Street, Melbourne 3000	<i>Name of witness:</i>



 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
DR PETER FROST (or representative) A/ Auditor-General, Victorian Auditor-General's Office 35 Collins Street, Melbourne 3000	<i>Name of witness:</i> COLIN CARVER


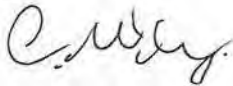
 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
BRUCE COHEN (or representative) Chair, Victorian Commission for Gambling and Liquor Regulation 49 Elizabeth Street, North Richmond 3121	<i>Name of witness:</i> KATHERINE ENGLUND.



 <i>Signature</i>	<i>Witness</i>  <i>Signature:</i>
WARWICK GATELY (or representative) Victorian Electoral Commissioner 49 Elizabeth Street, North Richmond 3121 530 COLLINS ST MELBOURNE	<i>Name of witness:</i> KEEGAN BARTLETT



Victorian Public Service Enterprise Agreement 2016

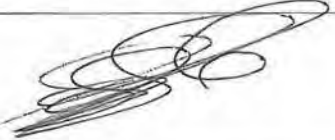

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
CLARE MORTON (or representative) Commissioner, Victorian Equal Opportunity and Human Rights Commission 204 Lygon Street, Carlton 3053	<i>Name of witness:</i> KATHERINE ENGLUND.

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
PETER STEWART (or representative) Victorian Government Solicitor 121 Exhibition Street, Melbourne 3000	<i>Name of witness:</i> COLIN CARVER

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
MICHAEL MCGARVIE (or representative) Legal Services Commissioner 555 Bourke Street, Melbourne 3000	<i>Name of witness:</i> CAMELON McINERNEY.

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
HELEN KAPALOS (or representative) Chair, Victorian Multicultural Commission 3 Treasury Place, East Melbourne 3002	<i>Name of witness:</i> COLIN CARVER

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
BELINDA CLARK QSO (or representative) Victorian Public Sector Commissioner 3 Treasury Place, East Melbourne 3002	<i>Name of witness:</i> KATHERINE ENGLUND

	<i>Witness</i> 
<i>Signature</i>	<i>Signature:</i>
SERGE SARDO (or representative) Chief Executive Officer, Victorian Responsible Gambling Foundation 14-20 Blackwood Street, North Melbourne 3051	<i>Name of witness:</i> KATHERINE ENGLUND

Section II – Agency Specific Arrangements

1. Agency Specific Arrangements

Arrangements which apply to specific Agencies are at **Appendix 1 to 14**.

Appendix 1 Department of Justice and Regulation

Part 1 Corrections Victoria

1. Work or Conditions Allowances

1.1 Dog Handlers Allowance

Employees who are required to exercise, groom and maintain a dog outside of the normal hours of duty shall be paid the commuted overtime allowance applicable to the Employee's classification as prescribed in the following table:

Classification	Allowance
Operations Manager	10.5% of the maximum annual salary for the classification of "Senior Prison Officer".
Supervisor (COG Band 3)	10.5% of the maximum annual salary for the classification of "Senior Prison Officer".
Senior Prison Officer (COG Band 2B)	10.5% of annual salary of the Employee.
Prison Officer (COG Band 2A)	10.5% of annual salary of the Employee.

1.2 Emergency Response Group

In recognition of additional skills required by members of the Emergency Response Group, an annual allowance (paid on a fortnightly basis) in accordance with the following schedule will be paid whilst performing such duty.

Date of effect	Amount per annum
1 January 2016	\$997.15
1 July 2016	\$1,012.10
1 January 2017	\$1,029.80
1 July 2017	\$1,045.25
1 January 2018	\$1,063.55
1 July 2018	\$1,079.50
1 January 2019	\$1,098.40
1 July 2019	\$1,114.90

1.3 Operations Manager and General Manager Stand-by/Duty Officer Allowance

Employees employed in the position of full-time Operations Manager or Prison General Manager who are required by the Employer to be on stand-by or to act as weekend duty officer, will be paid an allowance of 10 per cent of base salary provided that the rate of payment for the allowance will be calculated on the Employee's base salary or the highest point in the COG 4 value range, whichever is the lower.

1.4 Prison Locksmith Supervisor Allowance

An Employee nominated by the Employer to hold the position of full-time Prison Locksmith Supervisor will be paid an allowance of 10 per cent of base salary. The allowance will be paid in equal fortnightly instalments and is in lieu of any entitlement the Employee would otherwise have under **Section I** of this Agreement for undertaking stand-by duty.

1.5 Shift Payments 12 hour day shifts Monday to Friday

Employees who hold the position of Custodial Officer, who are required by the Employer to work 12 hour day shifts between Monday and Friday, will be paid a shift allowance of 15 per cent for four hours for each such shift worked.

1.6 Allowance for Delivery of Training by COG 2A staff

Employees who hold the position of Custodial Officer at the COG 2A level, and who are required by the Employer to deliver staff training sessions, will be paid an allowance in accordance with the following schedule for each such day on which they deliver such training.

Date of effect	Amount per day
1 January 2016	\$22.30
1 July 2016	\$22.65
1 January 2017	\$23.05
1 July 2017	\$23.40
1 January 2018	\$23.80
1 July 2018	\$24.15
1 January 2019	\$24.55
1 July 2019	\$24.90

1.7 Additional uncertificated leave for full time 80 hour per fortnight custodial staff working 9 shifts or less per fortnight

Employees who hold the position of full time Custodial Officer, who work an 80 hour fortnight entailing 9 shifts or less over the fortnight, will be permitted access to four additional hours uncertificated leave per year from within their 120 hours per

annum Personal Leave entitlement, giving a total of 44 hours available for uncertificated Personal Leave absences.

2. Wulgunggo Ngalu Learning Place

2.1 Definitions

“WNLN Employees” means Employees employed at the Wulgunggo Ngalu Learning Place.

2.2 Overnight Support Role

- (a) WNLN Employees are part of a team providing full time support at the Wulgunggo Ngalu Learning Place.
- (b) WNLN Employees work a seven day roster.
- (c) A WNLN Employee is required to sleep overnight on the Wulgunggo Ngalu Learning Place premises each evening (Overnight Support Function).
- (d) All WNLN employees will participate in the roster and will be available to perform the Overnight Support Function.
- (e) The Overnight Support Function will be flexibly allocated amongst WNLN Employees, in consultation with them.
- (f) It is anticipated the WNLN Employees will not be required to perform the Overnight Support Function more than 7 times per month.

2.3 Position Classifications

Positions in the WNLN structure will be classified in accordance with the following schedule.

WNLN Position Title	Classification
Koori Support Officer	VPS Grade 3
Supervisor/Program Manager	VPS Grade 5
Manager	VPS Grade 6

2.4 Living Costs When Residing at The Property

Any living costs associated with the performance by a WNLN Employee of the Overnight Support Function, will be met by the Employer.

2.5 Overnight Support Function Allowance

An Overnight Support Function Allowance in accordance with the following schedule will be paid to a WNLN Employee when the WNLN Employee performs the Overnight Support Function. The Overnight Support Function Allowance will be calculated on the basis of the WNLN Employee’s ordinary daily rate of pay.

Victorian Public Service Enterprise Agreement 2016
Appendix 1 – Department of Justice and Regulation

Monday to Friday	50% of daily rate of pay
Saturday	50% of daily rate of pay, including applicable penalty rate
Sunday/Public Holiday	50% of daily rate of pay, including applicable penalty rate

2.6 Recall to Work

Where a WNLP Employee performing the Overnight Support Function is required to perform duties overtime rates in accordance with **clause 36** of **Section I** of this Agreement will apply, save that the minimum payment period will be 1 hour for each hour or part thereof worked.

2.7 Rest Period After Working During the Night

Clause 36.12 of **Section I** of this Agreement will apply to WNLP Employees in relation to rest periods after the performance of duties whilst performing the Overnight Support Function.

2.8 Annual and Substituted Leave

- (a) **Clause 35.4** of **Section I** of this Agreement will apply to WNLP Employees in relation to substituted leave.
- (b) **Clause 41.4** and **41.7** of **Section I** of this Agreement will apply to WNLP Employees in relation to additional annual leave.

3. Custodial Officers – Hours of Work and Rosters

3.1 Hours of Work

- (a) For the purposes of this **clause**, a “fortnight” means a calendar fortnight of a period of 14 days, commencing on the Sunday and ending on the Saturday 14 days later.
- (b) Subject to **clause 3.1(c)** below, full-time Custodial Officers may be rostered to work up to 80 ordinary hours over a fortnight in accordance with **clause 35.1(a)** of the core terms and conditions of employment.
- (c) Custodial Officers who, at the time of approval of this Agreement, are normally rostered to work 76 ordinary hours over 9 days per fortnight will be entitled to retain this rostering arrangement. At any time, such Employees may elect to transfer to be rostered to work 80 ordinary hours per fortnight and, in such circumstances, will receive a salary increase of 5.26% (being payment for the additional four hours per fortnight worked).
- (d) The ordinary hours of work for a part-time Custodial Officer will be as agreed with the Officer and less than 80 hours per fortnight.
- (e) The ordinary hours of work for a casual Custodial Officer will be as agreed with the Officer and up to a maximum of 80 hours per fortnight.

- (f) The Employer must display a roster for Custodial Officer Shift Workers in a convenient area at least fourteen days prior to the effective date.

3.2 Alteration to roster arrangements

- (a) The Employer may, following consultation with the CPSU and affected Custodial Officer Shift Workers as per **clause 11** of the Agreement change the Shift Work roster.
- (b) The implementation of change will be undertaken by a Local Prison Roster Committee, comprising representatives of the CPSU and Management. Changes to the roster will take into consideration both the operational requirements of the Employer and the personal requirements of the affected Custodial Officer Shift Worker(s) to ensure that such changes are implemented in a smooth and harmonious manner.
- (c) Where the Employer proposes to alter the character of the Shift Work roster, such as an alteration to the number of days worked in a fortnight or an alternation to the number of ordinary hours worked in a day, the roster will be trialled for a minimum of 3 months. Parties will agree on the terms of reference for any trial and those terms must include an assessment of OH&S, fatigue, family impact, work life balance and the financial impact on employees. At least 14 days' written notice will be provided prior to the implementation of the roster trial to allow any objection to be raised which goes to the character of the roster consultation with the affected Custodial Officer Shift Worker(s).
- (d) The Employer may change the roster without written notice, if the Employer is of the reasonable opinion that an emergency exists.
- (e) A Custodial Officer Shift Worker may request the Employer approve a change to rostered Shift Work times by giving to the Employer 48 hours' written notice of the proposed change.

Part 2 Office of the Public Advocate

4. Work or Conditions Allowances – Pager Allowance

- 4.1** Office of the Public Advocate Employees rostered on pager duty on a Monday to Friday will receive compensation at the rate of 0.2 days leave or salary per day worked on pager duty, irrespective of the number of calls actually taken or the incidence of actual call out time.
- 4.2** Office of the Public Advocate employees rostered on pager duty on a Saturday or Sunday will receive compensation at the rate of 0.4 days leave or salary per day worked on pager duty, irrespective of the number of calls actually taken or the incidence of actual call out time.
- 4.3** If a public holiday falls within the period of rostered pager duty an allowance of 0.8 days leave or salary will be paid for the public holiday.

Part 3 Sheriff's Office

5. Work or Conditions Allowances – Rostered Employees

5.1 Overtime – Commuted Allowance

- (a) Subject to the following, a Metropolitan-based Sheriff's Officer shall be entitled to be paid a commuted allowance at the rate of 6 per cent of base salary and a Country Officer shall be entitled to be paid an allowance at the rate of 10 per cent of base salary.
- (b) The allowance payable under this clause compensates for the performance of up to two hours of unplanned overtime per week associated with Sheriff's Officer's duties and all other incidences of employment not covered elsewhere in this Agreement. The additional 4 per cent component received by Country based officers is in recognition of excess travelling time.
- (c) The allowance shall be paid as part of fortnightly salary and shall form part of the salary specified for superannuation purposes and all paid leave provided for under this Agreement. The allowance payable under this clause shall cease to be paid where the Sheriff's Officer is promoted to a position of higher classification, transferred to a non-Sheriff's Officer position or ceases to occupy a Sheriff's Officer position pursuant to other provisions of this Agreement.

6. Sheriffs Officer – Fitness for Duty

Employees engaged after 1 January 2016 may be required to undertake a fitness test to meet the defined standards of fitness.

Part 4 Consumer Affairs Victoria

7. Shop Trading Inspectors Stand-By Allowance

7.1 Shop Trading Inspectors who are required to be on stand-by associated with enforcement of the *Shop Trading Reform Act 1996* and the *Shop Trading Reform (Simplification) Act 2003*, will be paid the following allowances for performance of such stand-by duties:

- (a) Christmas Day – 25 per cent of the weekly rate for the base rate of VPS Grade 4;
- (b) Good Friday, Easter Sunday – 20 per cent of the weekly rate for the base rate of VPS Grade 4;
- (c) Anzac Day – 10 per cent of the weekly rate for the base rate of VPS Grade 4.

7.2 Intermittent duty in connection with stand-by in excess of one hour's duration will be remunerated as provided in **clause 36, Section I** of this Agreement (Overtime).

Appendix 2 Department of Education and Training

Part 1 Victorian Curriculum and Assessment Authority

1. Definitions

1.1 For the purpose of this Part 1 of Appendix 2:

- (a) “**Employee or Employees**” means an Employee of the Department of Education and Training who is employed within the Victorian Curriculum and Assessment Authority (VCAA).
- (b) “**stand-by**” is where an Employee, during a period he or she is not required to be on duty as part of his or her normal hours of employment, is directed to be available, without notice, to be contacted and/or return to work to undertake duties outside his or her normal hours of work.

2. Stand-by

2.1 Where an Employee is undertaking information technology work that directly relates to the Victorian Certificate of Education (VCE) examinations or the National Assessment Program – Literacy and Numeracy (NAPLAN) and is required to be on stand-by during the periods in which VCE examinations and NAPLAN tests are processed, the following rates shall apply when on stand-by:

Date of effect	Monday to Friday rate, per night	Weekend or public holiday rate per day
1 January 2016	\$80.70	\$107.15
1 July 2016	\$81.90	\$108.75
1 January 2017	\$83.35	\$110.65
1 July 2017	\$84.60	\$112.30
1 January 2018	\$86.10	\$114.25
1 July 2018	\$87.40	\$115.95
1 January 2019	\$88.95	\$118.00
1 July 2019	\$90.30	\$119.75

2.2 The allowances payable to an Employee under **clause 2.1** constitute total compensation for work undertaken as a result of being on stand-by, provided that:

- (a) the total amount of time worked does not exceed 1 hour; and

(b) any time worked that exceeds 1 hour is subject to the overtime provisions of the Agreement.

2.3 The provisions that apply under this **Part 1** of **Appendix 2** operate in lieu of any entitlements:

(a) under the stand-by and recall to work provisions of the Agreement; and

(b) the overtime provisions of the Agreement, only to the extent of the operation of **clause 2.2(a)**.

Part 2 Senior Medical Advisors

This **Part 2** of **Appendix 2** applies to Senior Medical Advisors and prevails to the extent of any core conditions that operate in the Agreement in respect to the same matters.

3. Vehicle

A Senior Medical Advisor has the option to allocate part of his/her salary to obtain the use of a Government vehicle for private purposes at rates equivalent to those charged under Executive Officer contracts as published from time to time by the State Services Authority.

4. On-Call Duty Requirements

4.1 A Senior Medical Advisor agrees to be contactable and available outside the normal hours of duty to respond to health issues and/or clinical service delivery or to satisfy the requirements of the *Mental Health Act 1986*.

4.2 Where applicable, a Senior Medical Advisor agrees to remain on duty where patient or client needs require, notwithstanding attendance at conferences approved under **clause 5.1**, and the normal hours of employment being 38 hours per week, on average.

4.3 The provisions that relate to stand-by and recall to work under the Agreement do not apply to Senior Medical Advisors.

5. Special Leave

5.1 A Senior Medical Advisor is eligible for special leave with pay for up to two weeks per year to attend conferences and/or undertake research approved by the employer. This leave eligibility is cumulative for a period of up to five years. Leave not taken within five years of accrual is forfeited.

5.2 Where leave is approved in accordance with **clause 5.1** a Senior Medical Advisor will be reimbursed reasonable out of pocket expenses in respect to travel and other expenses that is necessarily incurred and relate directly to the research and/or attendance at a conference.

Appendix 3 Environment Protection Authority Victoria

Part 1 Common Provisions

1. Definitions

In this Appendix:

“**Activated Stand-by**” means Employees have agreed to be available on a stand-by roster after being activated in response to an incident as defined in **clause 1** of this Appendix.

“**After-hours**” means outside of the normal business and operating hours of EPA including public holidays and all hours other than between 08:30 and 17:00 Monday to Friday.

“**Agreement**” means the Victorian Public Service Enterprise Agreement 2016.

“**Day Rate**” means payment made for being on stand-by during standard business hours, 08:30 to 17.00.

“**Day/Night Rate**” means payment made for being on stand-by during any 24-hour period that covers both that identified in Day and Night Rates.

“**Emergency Incident**” means an incident or event where urgent action is required to meet EPA’s emergency management responsibilities described in the ESE Manual.

“**Employee**” means an employee employed by the Environment Protection Authority Victoria.

“**EPA**” means the Environment Protection Authority Victoria.

“**ESE Manual**” means the Emergency Services Emergency Management Manual Victoria.

“**Fit for Duty**” means that an Employee is able to safely perform the duties of his or her position.

“**Incident**” means either an Emergency Incident or a Major Pollution Incident.

“**Initial Limited Response**” is defined in **clause 31.5(f)** of the Agreement

“**Major pollution incident**” means an incident which has the potential to have a significant impact on human health or the environment and where a timely response is critical to reducing this impact.

“**Night Rate**” means payment made for being on stand-by After-hours, i.e. from 17:00 on a given day to 08:30 the following day.

“**Overtime**” means time worked in excess of the ordinary hours of work as defined at **clause 34** and **clause 36** of the Agreement.

“**Reasonable Time**” means an appropriate time of response, and will be articulated upon further discussions with the CPSU and placed within the role statements.

“**Regularly Rostered Stand-by**” means being rostered After-hours to be available if called upon to attend or support an Incident immediately.

“**Roster Period**” means a consecutive seven (7) day or any other agreed period.

2. General

- 2.1** EPA provides response services to Incidents throughout Victoria. Such response services include After-hours response services. This Appendix sets out specific terms and conditions of employment, which apply in relation to work performed by Employees when conducting After-hours response services.
- 2.2** Unless otherwise specified in this Appendix, stand-by allowance rates will be in accordance with **clauses 5, 6 and 7** of this Appendix. Where there is a difference between **clause 31.5** of the Agreement and this Appendix, this Appendix overrides **clause 31.5** of the Agreement and applies to the extent of the difference.

3. Arrangements

- 3.1** Suitably qualified and experienced Employees may opt in and with the agreement of the EPA, be rostered to be on stand-by to respond to After-hours Incidents.
- 3.2** EPA will, in consultation with Employees and CPSU:
- (a)** establish a stand-by roster for each After-hours role in **clauses 5, 6 and 7** of this Appendix; and
 - (b)** from time to time highlight key Incidents that could require EPA Employees to be on Activated Stand-by, and such stand-by roles.
- 3.3** As part of the implementation of a new Incident Management System, role statements will be developed and agreed by CPSU for each stand-by role in accordance with this Appendix, including definitions of ‘Initial Limited Response’, ‘Reasonable Time’ and ‘follow up work’ for each role, and skills and requirements.
- 3.4** Where an Employee has agreed to opt in to the stand-by roster an Employee may refuse to be on a stand-by After-hours roster, where this may result in the Employee working hours which are unreasonable having regard to:
- (a)** any risk to the Employee’s health and safety;
 - (b)** the Employee’s personal circumstances including family responsibilities;
 - (c)** the needs of the Employee in their substantive role, including delivering on EPA’s statutory obligations;
 - (d)** the notice (if any) given by EPA of the requirement to be on stand-by;
 - (e)** the notice given by the Employee of his/her intention to refuse to be on stand-by; and

(f) any other relevant matter.

3.5 At all times, while an Employee is on stand-by, the Employee:

- (a) must be contactable by an agreed means of communication and must respond to the communication within a Reasonable Time;
- (b) must be available to take actions appropriate to the responsibilities and functions of the role, including being called out to attend an Incident or to return to his/her usual place of work, if required;
- (c) must undertake any follow up work required as a result of any communication received, including being called out to attend an Incident or to return to his/her usual place of work, if required;
- (d) must be able to travel to his/her usual place(s) of work or other required site(s) within a Reasonable Time;
- (e) will, if recalled to work, be provided by EPA with appropriate transport or be reimbursed travel expenses in accordance with **clause 32** of the Agreement; and
- (f) must be Fit for Duty.

4. Provisions

The following general provisions apply to Employees in receipt of a stand-by allowance, as applicable:

- 4.1** Employees will be paid an allowance for the Roster Period for being on stand-by, as set out in **clauses 5, 6 and 7** of the Appendix.
- 4.2** The allowances set out in **clauses 5, 6 and 7** of the Appendix compensate Employees Initial Limited Response as defined in **clause 31.5(f)** of the Agreement. Specific provisions apply to some stand-by roles, as set out below.
- 4.3** Employees may undertake stand-by duties on a daily basis and shall be paid one-seventh (1/7th) of the applicable weekly allowance rate for each single day the Employee is on stand-by.
- 4.4** An Employee who is on stand-by for fewer than seven (7) consecutive days will be paid the appropriate daily rate according to the role undertaken for each day the Employee is actually on stand-by.
- 4.5** An Employee shall only be rostered to undertake one stand-by role within a Roster Period other than in exceptional circumstances at the request or initiative of the manager, and by agreement between the Employee and the manager. Employees rostered to undertake more than one stand-by role on a Public Holiday will only be paid one Public Holiday payment per Public Holiday, in accordance with **clause 4.6**.
- 4.6** Employees rostered on stand-by on a Public Holiday will receive an additional payment for being on stand-by on the Public Holiday, as follows:

Date of effect	Australia Day, Labour Day, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Queen’s Birthday, Grand Final Friday, Melbourne Cup Day, Boxing Day (or any day substituted for one of these holidays) or any other gazetted Victorian Public Holiday	New Year’s Day (1 January), Good Friday, Christmas Day (25 December)
1 January 2016	\$71.23	\$142.45
1 July 2016	\$72.30	\$144.59
1 January 2017	\$73.56	\$147.12
1 July 2017	\$74.66	\$149.32
1 January 2018	\$75.97	\$151.94
1 July 2018	\$77.10	\$154.22
1 January 2019	\$78.45	\$156.91
1 July 2019	\$79.63	\$159.27

- 4.7 The Public Holiday allowances will increase in accordance with the provisions of **clause 26.3** of the Agreement.
- 4.8 An Employee who is on stand-by and who has been called to duty will be entitled, upon the cessation of such work, to a clear break of ten (10) hours without loss of pay prior to the resumption of normal duties. If a break of ten (10) hours is not provided the provisions of **clause 36.12** of this Agreement will apply.

Part 2 Existing After-hours Roles – Applicable until the new EPA Incident Management Model is Implemented

5. Stand-by Roles and Allowances

5.1 Ballast Water Duty Officer (BOWD)

- (a) The primary duty of the BOWD is to undertake After-hours risk assessment functions relating to Ballast Water.
- (b) An Employee rostered to perform the After-hours BOWD function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

- (c) The allowance rate per Roster Period for the BOWD is:

Date of Effect	1 July 2015	1 January 2016	1 July 2016
Weekly	\$350.75	\$382.12	\$387.85
Daily	\$51.00	\$54.59	\$55.41

5.2 Ballast Water Support Officer (BOWS)

- (a) The primary duty of the BOWS is to provide technical advice and assistance to the BOWD as required, and to act as BOWD in case of emergency or illness.
- (b) An Employee rostered to perform the BOWS function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the BOWS is:

Date of Effect	1 July 15	1 January 2016	1 July 2016
Weekly	\$350.75	\$382.12	\$387.85
Daily	\$51.00	\$54.59	\$55.41

5.3 Emergency Response Coordinator (ERC)

- (a) The primary duty of the ERC is to be responsible for ensuring the effective coordination of EPA's response to Emergency Incidents including receiving information and providing advice over the telephone and ensuring that responses are provided to all electronic messages and pages in a timely and appropriate fashion.
- (b) An Employee rostered to perform the ERC function will be paid an allowance for being on stand-by for 24 hours per day during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the ERC is:

Date of Effect	1 July 2015	1 January 2016	1 July 2016
Weekly	\$575.45	\$585.52	\$594.30
Daily	\$83.00	\$83.65	\$84.90

5.4 Emergency Response Officer (ERO)

- (a) The primary duty of the ERO is to represent EPA at Emergency Incidents and provide timely expert advice to Emergency Services on the properties, containment and clean-up of wastes and hazardous materials.
- (b) An Employee rostered to perform the ERO function will be paid an allowance for being on stand-by 24 hours per day during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the ERO is:

Date of Effect	1 July 2015	1 January 2016	1 July 2016
Weekly	\$575.45	\$585.52	\$594.30
Daily	\$83.00	\$83.65	\$84.90

5.5 Laboratory Emergency Response Officer (LERO)

- (a) The primary duty of the LERO is to coordinate and advise field officers on scientific responses to Major Pollution and Emergency Incidents.
- (b) An Employee rostered to perform the After-hours LERO function will be paid an allowance for being on After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per roster period for the LERO is:

Date of Effect	1 July 15	1 January 2016	1 July 2016
Weekly	\$350.75	\$382.12	\$387.85
Daily	\$51.00	\$54.59	\$55.41

5.6 Media Stand-by Officer (MSO)

- (a) The primary duty of the MSO is to provide advice on and coordinate After-hours media contact and to ensure that, if a crisis arises, senior management is advised accordingly.
- (b) An Employee rostered to perform the MSO function will be paid an allowance for being on After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the MSO is:

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Date of Effect	1 July 15	1 January 2016	1 July 2016
Weekly	\$350.75	\$382.12	\$387.85
Daily	\$51.00	\$54.59	\$55.41

5.7 Pollution Control Response Officer (PCRO)

- (a) The primary duty of a PCRO is to respond to and investigate pollution reports After-hours when notified by an agreed method of communication.
- (b) An Employee rostered to perform the After-hours PCRO function will be paid an allowance per Roster Period for being on stand-by between 16:30 and 22:00 Monday to Friday and between 08.30 and 22:00 Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the PCRO is:

Date of Effect	1 July 15	1 January 2016	1 July 2016
Weekly	\$411.05	\$418.24	\$424.51
Daily	\$60.00	\$60.00	\$61.00

5.8 Pollution Response After-hours Liaison Officer (PRAHL)

- (a) The primary duty of the PRAHL is to monitor EPA’s After-hours pollution reports between 16:30 and 22:00 on Monday to Friday and between 08:30 and 22:00 on Saturday, Sunday and all Public Holidays, and to contact PCROs and coordinate call-outs of PCROs, as required.
- (b) An Employee appointed to perform the PRAHL function will be paid a loading for a Roster Period, including Saturday, Sunday and Public Holidays, and be eligible to take time off in lieu of ordinary hours as set out below:
 - (i) The Employee’s ordinary hours of work for the Roster Period are 16:00 – 22:00 Monday to Friday, including handover if required (i.e. 30 hours total).
 - (ii) The Employee will receive a twenty (20) per cent loading on their normal weekly hourly rate (for their normal 38 hours).
 - (iii) The Employee will receive four (4) days in lieu of Saturday and Sunday worked plus a further day off in lieu of any Public Holiday worked which does not fall on a Saturday or Sunday.
 - (iv) The Employee will not receive an additional payment for working on Public Holidays.
 - (v) The Employee will be provided with such equipment so that he/she is not required to attend their usual place of work for the Roster Period in which they are undertaking the PRAHL function.

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- (c) The Employee will be provided with such equipment so that he/she is not required to attend their usual place of work for the Roster Period in which they are undertaking the PRAHL function.

5.9 Regional Emergency Response Officer (RERO)

- (a) The primary duty of the RERO is to be generally available to:
- (i) respond to Incidents in regional Victoria; and
 - (ii) attend and participate in activities which have strategic implications and/or which are compliance priorities.
- (b) An Employee rostered to perform the RERO function will be paid an annual allowance for being generally available 24 hours per day 365 days per year, including all Public Holidays.
- (c) The annual RERO allowance is:

Date of Effect	1 July 2015	1 January 2016	1 July 2016
Annual	\$4,384.50	\$4,461.29	\$4,528.21
Weekly	\$85.00	\$86.00	\$87.00

5.10 Support Emergency Response Officer (SERO)

- (a) The primary duty of the SERO is to be the first Emergency Response contact between 08:30 and 17:00 and to represent EPA at Emergency Incidents and provide timely expert advice to Emergency Services on the properties, containment and clean-up of wastes and hazardous materials.
- (b) An Employee rostered to perform the SERO function will be paid an allowance for being on stand-by 24 hours per day during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all initial limited response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per roster period for the SERO is:

Date of Effect	1 July 2015	1 January 2016	1 July 2016
Weekly	\$465.85	\$474.00	\$481.11
Daily	\$66.00	\$67.71	\$68.73

Part 3 After-hours Roles - To be Implemented as part of the new EPA Incident Management System

6. Regularly Rostered Stand-by Roles and Allowances

6.1 Ballast Water Duty Officer (BOWD)

- (a) The primary duty of the BOWD is to undertake After-hours risk assessment functions relating to Ballast Water.
- (b) An Employee rostered to perform the BOWD function will be paid an allowance for being on stand-by After-hours during the roster period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the BOWD is:

Date of effect	Weekly	Daily
1 January 2016	\$382.12	\$54.59
1 July 2016	\$387.85	\$55.41
1 January 2017	\$394.64	\$56.38
1 July 2017	\$400.56	\$57.22
1 January 2018	\$407.57	\$58.22
1 July 2018	\$413.68	\$59.10
1 January 2019	\$420.92	\$60.13
1 July 2019	\$427.24	\$61.03

6.2 Ballast Water Support Officer (BOWS)

- (a) The primary duty of the BOWS is to provide technical advice and assistance to the BOWD as required, and to act as BOWD in case of emergency or illness.
- (b) An Employee rostered to perform the BOWS function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the BOWS is:

Date of effect	Weekly	Daily
1 January 2016	\$382.12	\$54.59

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Date of effect	Weekly	Daily
1 July 2016	\$387.85	\$55.41
1 January 2017	\$394.64	\$56.38
1 July 2017	\$400.56	\$57.22
1 January 2018	\$407.57	\$58.22
1 July 2018	\$413.68	\$59.10
1 January 2019	\$420.92	\$60.13
1 July 2019	\$427.24	\$61.03

6.3 Field Response Officer (FRO)

- (a) The primary duty of the FRO is to:
- (i) represent EPA at Incidents and provide timely expert advice to Emergency Services on the properties, containment and clean-up of wastes and hazardous materials; and
 - (ii) respond to and investigate incidents After-hours, when notified.
- (b) An Employee rostered to perform the FRO function will be paid an allowance for being on stand-by After-hours during the roster period, including Saturday, Sunday and all public holidays and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the FRO is:

Date of effect	Weekly	Daily
1 January 2016	\$580.00	\$82.86
1 July 2016	\$588.70	\$84.10
1 January 2017	\$599.00	\$85.57
1 July 2017	\$607.99	\$86.86
1 January 2018	\$618.63	\$88.38
1 July 2018	\$627.91	\$89.70
1 January 2019	\$638.89	\$91.27
1 July 2019	\$648.48	\$92.64

6.4 Forecast Officer (FO)

- (a) The primary duty of the FO is to provide timely and expert forecasting and prediction information/advice to the SO in support of EPA’s responses to Incidents. FOs will be rostered on by expertise. Only suitably qualified and experienced FOs will be placed on stand-by in their area of expertise.
- (b) An Employee rostered to perform the FO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the FO is:

Date of effect	Weekly	Daily
1 January 2016	\$400.00	\$57.14
1 July 2016	\$406.00	\$58.00
1 January 2017	\$413.11	\$59.02
1 July 2017	\$419.30	\$59.90
1 January 2018	\$426.64	\$60.95
1 July 2018	\$433.04	\$61.86
1 January 2019	\$440.62	\$62.95
1 July 2019	\$447.23	\$63.89

6.5 Media Stand-by Officer (MSO)

- (a) The primary duty of the MSO is to provide advice on and coordinate After-hours media contact and response and to ensure that, if a crisis arises, senior management is advised accordingly.
- (b) An Employee rostered to perform the MSO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Responses following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the MSO is:

Date of effect	Weekly	Daily
1 January 2016	\$382.12	\$54.59
1 July 2016	\$387.85	\$55.41
1 January 2017	\$394.64	\$56.38

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Date of effect	Weekly	Daily
1 July 2017	\$400.56	\$57.22
1 January 2018	\$407.57	\$58.22
1 July 2018	\$413.68	\$59.10
1 January 2019	\$420.92	\$60.13
1 July 2019	\$427.24	\$61.03

6.6 Science Officer (SO)

- (a) The primary duty of the SO is to coordinate and provide timely and expert science and engineering advice to support EPA’s response to Incidents.
- (b) An Employee rostered to perform the SO function will be paid an allowance for being on stand-by 24 hours per day during the roster period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) In consultation with the SDO, the SO will ensure handover coordination of EPA’s science responses to the SSO for a period of time, if working on a time consuming Incident(s) and/or requiring a rest due to fatigue.
- (d) The allowance rate per Roster Period for the SO is:

Date of effect	Weekly	Daily
1 January 2016	\$550.00	\$78.57
1 July 2016	\$558.25	\$79.75
1 January 2017	\$568.02	\$81.15
1 July 2017	\$576.54	\$82.36
1 January 2018	\$586.63	\$83.80
1 July 2018	\$595.43	\$85.06
1 January 2019	\$605.85	\$86.55
1 July 2019	\$614.94	\$87.85

6.7 Science Support Officer (SSO)

- (a) The primary duty of the SSO is to support the SO to coordinate and provide timely and expert science and engineering advice to support EPA’s responses to Incidents, including issuing alerts. The SSO may also be called upon to

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provide relief or backup to the SO. Should this be required the SSO will be paid 1/7 of the weekly rate of the SO per day activated.

- (b) An Employee rostered to perform the SSO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The allowance rate per Roster Period for the SSO is:

Date of effect	Weekly	Daily
1 January 2016	\$500.00	\$71.43
1 July 2016	\$507.50	\$72.50
1 January 2017	\$516.38	\$73.77
1 July 2017	\$524.13	\$74.88
1 January 2018	\$533.30	\$76.19
1 July 2018	\$541.30	\$77.33
1 January 2019	\$550.77	\$78.68
1 July 2019	\$559.03	\$79.86

6.8 State Duty Officer (SDO)

- (a) The primary duty of the SDO is to be responsible for ensuring the effective coordination of EPA’s response to Incidents on a 24 hour basis for the days rostered. This includes receiving information and providing advice over the telephone and ensuring that responses are provided to all electronic messages and pages in a timely and appropriate fashion. The SDO will also:
 - (i) request the Agency Commander to be placed on stand-by for an Incident that may require significant organisational resources. If the Agency Commander is required, the SDO will hand over the Incident to the Agency Commander and return to normal operational duties;
 - (ii) ensure handover coordination of EPA’s response to the Support SDO for a period of time, if working on a time consuming Incident(s) or requires a rest due to fatigue; and
 - (iii) support any Employee in the field After-hours.
- (b) An Employee rostered to perform the SDO function will be paid an allowance for being on stand-by 24 hours per day during the Roster Period, including Saturday, Sunday and all public holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.

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- (c) The allowance rate per Roster Period for the SDO is:

Date of effect	Weekly	Daily
1 January 2016	\$800.00	\$114.29
1 July 2016	\$812.00	\$116.00
1 January 2017	\$826.21	\$118.03
1 July 2017	\$838.60	\$119.80
1 January 2018	\$853.28	\$121.90
1 July 2018	\$866.08	\$123.73
1 January 2019	\$881.23	\$125.89
1 July 2019	\$894.45	\$127.78

6.9 Support State Duty Officer (SSDO)

- (a) The primary duty of the SSDO is to support the SDO in ensuring the effective coordination of EPA’s response to Incidents After-hours during the Roster Period, including Saturday, Sunday and all public holidays. This includes receiving information and providing advice over the telephone and ensuring that responses are provided to all electronic messages and pages in a timely and appropriate fashion.
- (b) An Employee rostered to perform the SSDO function will be paid an allowance for being on stand-by After-hours during the Roster Period, including Saturday, Sunday and all Public Holidays, and undertaking all Initial Limited Response following receipt of a communication which does not require the Employee to carry out any follow up work.
- (c) The SSDO may also be called upon to provide relief or backup to the SDO. Should this be required, the SSDO will be paid one-seventh (1/7th) of the weekly rate of the SDO per day activated.
- (d) The allowance rate per Roster Period for the SSDO is:

Date of effect	Weekly	Daily
1 January 2016	\$450.00	\$64.29
1 July 2016	\$456.75	\$65.25
1 January 2017	\$464.74	\$66.39
1 July 2017	\$471.71	\$67.39
1 January 2018	\$479.97	\$68.57

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Date of effect	Weekly	Daily
1 July 2018	\$487.17	\$69.60
1 January 2019	\$495.69	\$70.81
1 July 2019	\$503.13	\$71.88

7. After-hours Roles Activated and On Emergency Stand-by

7.1 Applied Science Officer (ASO) (Specific scientific, engineering and/or technical expertise as required – this is incident dependent)

- (a) An ASO is placed on stand-by when there is a predicted risk of a major Incident and if activated will at all times be available for either immediate response and/or recall to work. The ASO role requires an Employee to have specific scientific, engineering or technical expertise and skills to provide to the SO. The expertise is not limited to any segment or skill set, but has been highlighted by the SAC, RAC, SDO and SO as a key requirement for response.
- (b) An Employee who is rostered to perform an ASO function will be paid an allowance for being on stand-by, including on Saturday, Sunday and all public holidays as follows:

Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$27.07	\$54.59
1 July 2016	\$27.47	\$55.41
1 January 2017	\$27.95	\$56.38
1 July 2017	\$28.37	\$57.22
1 January 2018	\$28.87	\$58.22
1 July 2018	\$29.30	\$59.10
1 January 2019	\$29.81	\$60.13
1 July 2019	\$30.26	\$61.03

- (c) If activated, during After-hours, the ASO function will also be paid Overtime for the hours worked at the appropriate penalty rate.

7.2 Emergency Management Liaison Officer (EMLO)

- (a) The EMLO is placed on stand-by when there is a predicted risk of an Incident, and if activated will at all times be available for either immediate response and/or recall to work. The role requires the EMLO to work in:
 - (i) another agency’s facility utilised to manage an emergency response;

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- (ii) an emergency management team; or
 - (iii) a coordination centre.
- (b) The EMLO is empowered to commit, or to arrange the commitment of, agency resources in the response to an emergency, represents the interests of the agency and provides advice in relation to impacts and consequence management.
- (c) An Employee rostered to perform an EMLO function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$27.07	\$54.59
1 July 2016	\$27.47	\$55.41
1 January 2017	\$27.95	\$56.38
1 July 2017	\$28.37	\$57.22
1 January 2018	\$28.87	\$58.22
1 July 2018	\$29.30	\$59.10
1 January 2019	\$29.81	\$60.13
1 July 2019	\$30.26	\$61.03

- (d) If activated After-hours, the EMLO function will also be paid Overtime for the hours worked at the appropriate penalty rate.

7.3 Emergency Support Officer (ESO)

- (a) An ESO is placed on stand-by when there is a predicted risk of an Incident and if activated will at all times be available for either immediate response and/or recall to work. An Employee in the ESO role will have the skills required by the SAC (or RAC) and the Employee will have agreed to assist in the Incident.
- (b) An Employee rostered to perform an ESO function will be paid an allowance for being on stand-by, including on Saturday, Sunday and all public holidays as follows:

Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$27.07	\$54.59
1 July 2016	\$27.47	\$55.41
1 January 2017	\$27.95	\$56.38
1 July 2017	\$28.37	\$57.22

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Date of effect	Night Rate	Day/Night Rate
1 January 2018	\$28.87	\$58.22
1 July 2018	\$29.30	\$59.10
1 January 2019	\$29.81	\$60.13
1 July 2019	\$30.26	\$61.03

- (c) If activated, After-hours, an Employee engaged in the ESO function will also be paid Overtime for the hours worked at the appropriate penalty rate.

7.4 Incident Control (Agency Management) Team and Agency Command Support Officers (ASO and ESO)

ASOs and ESOs perform activities in the ICT or AMT (agency command team) as required, and provide general support to operations by being on stand-by when needed (if not called in to work).

(a) Incident Control (Agency Management) Team (IMT)

There are numerous IMT roles, including in operations, information, planning, logistics, situation and resources, and Employees in these IMT roles are to be placed on stand-by when there is a predicted risk of an Incident, and if activated will support the SAC (or RAC) in the Emergency and Major Pollution incident.

(b) Incident Management Team Responsibility Payments

- (i) The following table applies to Employees who are trained and/or accredited to perform the following roles identified in the AIIMS structure.

IMT Role	Level 3	Level 2	Level 1
Incident Controller	\$4,500	\$3,000	N/A
Operations Officer	\$3,000	\$2,000	N/A
Information Officer	\$3,000	N/A	N/A
Planning Officer	\$2,000	N/A	N/A
Logistics Officer	\$2,000	N/A	N/A
Situation Officer	\$2,000	N/A	N/A
Resources Officer	\$2,000	N/A	N/A

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- (ii) Payment will be made to an Employee as a lump sum upon verification in April of each year of their training currency, attendance at annual updates and availability to be deployed over the previous year.
 - (iii) An Employee who is accredited in more than one role will only receive payment for the highest role.
- (c) An Employee who is rostered to perform an IMT function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holidays as follows:

Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$27.07	\$54.59
1 July 2016	\$27.47	\$55.41
1 January 2017	\$27.95	\$56.38
1 July 2017	\$28.37	\$57.22
1 January 2018	\$28.87	\$58.22
1 July 2018	\$29.30	\$59.10
1 January 2019	\$29.81	\$60.13
1 July 2019	\$30.26	\$61.03

- (d) If activated, After-hours, the IMT rostered function will also be paid Overtime at the appropriate penalty rate.

7.5 Regional Agency Commander (RAC)

- (a) The RAC is placed on stand-by when there is a predicted risk of an Incident, and if activated the RAC will be EPA’s primary regional coordinator of the Incident. The RAC will also:
 - (i) while on stand-by, at all times be available for either immediate response and/or recall to work;
 - (ii) while on stand-by receive any significant notification from the SAC (or SDO), and if required will receive command of EPA’s regional response from the SAC (or SDO);
 - (iii) when activated organise any additional EPA stand-by resources required to handle the Incident; and
 - (iv) when activated ensure the effective coordination of EPA’s regional response to the Incident on a 24 hour basis for the days rostered or until the event is deescalated to regional command and control.
- (b) An Employee rostered to perform the RAC function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows:

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Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$50.00	\$100.00
1 July 2016	\$50.75	\$101.50
1 January 2017	\$51.64	\$103.28
1 July 2017	\$52.41	\$104.83
1 January 2018	\$53.33	\$106.66
1 July 2018	\$54.13	\$108.26
1 January 2019	\$55.08	\$110.15
1 July 2019	\$55.91	\$111.81

- (c) If activated, After-hours, an Employee engaged in the RAC function will also be paid Overtime for the hours worked at the appropriate penalty rate.

7.6 State Agency Commander (SAC)

- (a) The SAC is placed on stand-by when there is, or is a predicted risk, of an Incident, and if activated will be EPA’s primary coordinator of the Incident. The SAC will also:
- (i) while on stand-by, at all times be available for either immediate response and/or recall to work;
 - (ii) while on stand-by, receive any significant notifications from the SDO, and if required will receive command of EPA’s response from the SDO;
 - (iii) when activated, organise any EPA additional stand-by resources required to handle the Incident; and
 - (iv) when activated, ensure the effective coordination of EPA’s response to the Incident on a 24 hour basis for the days rostered or until the event is deescalated to regional command and control.
- (b) An Employee rostered to perform the SAC function will be paid an allowance for being on stand-by, including Saturday, Sunday and all public holiday as follows.

Date of effect	Night Rate	Day/Night Rate
1 January 2016	\$50.00	\$100.00
1 July 2016	\$50.75	\$101.50
1 January 2017	\$51.64	\$103.28
1 July 2017	\$52.41	\$104.83

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Date of effect	Night Rate	Day/Night Rate
1 January 2018	\$53.33	\$106.66
1 July 2018	\$54.13	\$108.26
1 January 2019	\$55.08	\$110.15
1 July 2019	\$55.91	\$111.81

- (c) If activated, during After-hours, the SAC will also be paid Overtime at the appropriate penalty rate for the hours rostered.

8. Other Rates, Allowances and Terms

8.1 Diving Allowance

- (a) An allowance will be paid to Employees qualified and required in the course of their work to dive with the aid of underwater breathing apparatus.
- (b) The following allowance rates will apply for each day an Employee undertakes one or more dives:

Date of effect	Daily Allowance
1 January 2016	\$40.00
1 July 2016	\$40.60
1 January 2017	\$41.21
1 July 2017	\$41.83
1 January 2018	\$42.56
1 July 2018	\$43.20
1 January 2019	\$43.95
1 July 2019	\$44.61

8.2 Meals and Overtime Stays

Upon provision of receipts, EPA will reimburse all work-related expenses incurred by Employees whilst undertaking rostered After-hours work in relation to an Incident.

8.3 Overseas Travel

- (a) Upon provision of receipts, EPA will reimburse an Employee for reasonable work-related expenses properly incurred by while engaged in work overseas.
- (b) Where travel costs can be predicted, subject to approval by the EPA, an Employee will be paid for 100% of the travel costs in advance of travel.

8.4 Paid Overtime

- (a) For all stand-by roles, and unless otherwise specified in this Appendix, Overtime payments shall be in accordance with this clause. The Overtime rates of payment shall be in accordance with **clause 36** of this Agreement.
- (b) For all follow up work required, following the Initial Limited Response to a communication, but which does not require the Employee to return to his/her usual place(s) of work, or to attend any other required site(s), Overtime payments shall be paid for the actual time worked. The minimum Overtime payment in **clause 31.5(g)** of this Agreement, does not apply to such follow up work.
- (c) An Employee who is recalled to their usual place(s) of work or to any other required site(s) shall be paid the minimum Overtime payment in **clause 36.9** of this Agreement, including time to travel to and from any required site(s) (or may elect to receive time in lieu of payment for Overtime in accordance with **clause 36.7** of this Agreement).

8.5 Rest Period

Wherever reasonably practicable, an Employee will work in line with EPA's fatigue policy conditions, which state that no Employee shall undertake work-related activities for more than fourteen (14) continuous hours. All Employees must receive a rest period of at least ten (10) continuous hours between successive work periods. An Employee must not commence a new work period without having had ten (10) continuous hours off duty unless directed by the EPA.

8.6 Review

The EPA and CPSU agree to review the structure, roles and functions, application and operation of EPA's stand-by and After-hours Incident response twelve (12) months after implementation.

Appendix 4 Department of Health and Human Services

Part 1 General

1. Annual Leave – Shift Workers – Additional Leave – Optional Payment

The payment for eligible Shift Workers of the fifth week of annual leave is provided through **clause 41.2(c), Section I** of this Agreement (Annual Leave).

2. Shift Allowances – Saturday and Sundays

In the Department of Health and Human Services, the Employer will pay a Shift Worker who is rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75 per cent of the ordinary hourly rate for each hour of ordinary duty performed.

3. Time Recording

Employees, who are required to, will record the hours worked in the manner and form determined by the Employer. This provision shall not be used to avoid an obligation, where it exists, to pay the relevant overtime payments under **clause 36, Section I** of this Agreement (Overtime).

4. Leave at Half Pay

The Employee may apply for annual leave, personal leave, parental leave, compassionate leave or long service leave at half pay. Employer approval for such leave arrangements will be subject to capacity to maintain workplace activities in the Employee's absence. Any public holiday that falls during a period of leave on half pay will be paid at full pay.

5. Overtime (Child and Dependent Care), Sleepover and Court Allowances

5.1 Child care expenses will be in accordance with **clause 39, Section I** of this Agreement (Child Care), excepting if an Employee is given short notice of the requirement to work overtime. The Employer will give consideration to reasonable requests to reimburse the Employee for dependent care expenses.

5.2 Court Allowance

(a) An Employee who has been placed on stand-by to make themselves available to attend court on departmental business at a time they are not rostered to work or outside their normal contracted hours shall be paid an allowance as per the

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table below irrespective of the cancellation, deferral or subsequent notice that they do not need to attend at that time:

Date of effect	Daily Allowance
1 January 2016	\$49.45
1 July 2016	\$50.20
1 January 2017	\$51.10
1 July 2017	\$51.85
1 January 2018	\$52.75
1 July 2018	\$53.55
1 January 2019	\$54.50
1 July 2019	\$55.30

Child care expenses will be in accordance with **clause 39, Section I** of this Agreement (Childcare)

- (b) The Employer shall pay the Employee in accordance with **clauses 36, Section I** of this Agreement (Overtime) for work performed while on stand-by for court.

5.3 Sleepover Allowance

- (a) Where the Employer may require an Employee to sleep over in a client residential setting, the Employee will be paid an allowance per sleep over on or after the effective date at the rates specified in the following table:

Date of effect	Daily Allowance
1 January 2016	\$89.85
1 July 2016	\$91.20
1 January 2017	\$92.80
1 July 2017	\$94.20
1 January 2018	\$95.80
1 July 2018	\$97.25
1 January 2019	\$98.95
1 July 2019	\$100.45

- (b) Where an Employee who works twelve hours in addition to a sleepover within any 24-hour period, is entitled to three hours off duty prior to recommencing. An Employee not so released shall be paid in accordance with **clause 36, Section I** of this Agreement (Overtime) for all time that is spent working in excess of 21 hours.
- (c) A sleepover period shall not commence prior to 10:00pm or extend beyond 7:00am; and an Employee must not unreasonably refuse to work sleepover. An Employee is not required to sleepover outside the normal hours of duty except by mutual Agreement between the Employee and the Employer.
- (d) Payment of a sleepover allowance constitutes total compensation for any intermittent duty in connection with sleepover duty to a total of one hour's duration. The Employer shall pay the Employee in accordance with **clause 36, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty during a sleepover shift.

6. Stand-by/ Recall Allowance

The payment of stand-by/recall allowances is provided through **clause 31.5, Section I** of this Agreement (Stand-by/Recall Allowance) and with the allowance rates set out in **clause 31.5(e), Section I** of this Agreement (Stand-by/Recall Allowance).

Part 2 Child Protection

7. Application

All provisions apply to both the Child Protection Practitioner stream as described at **Clause 2 of Schedule D** and the Children, Youth and Families stream of the Child Protection Practitioner structure as described at **Clause 1 of Schedule D** unless specifically mentioned otherwise.

8. Rural After Hours Stand-By

- 8.1** An Employee employed in **Rural After Hours Child Protection Services** shall be paid, in lieu of the allowances in specified in **clause 31.5, Section I** of this Agreement (Stand-by/Recall Allowance), an allowance for performing work outside ordinary working hours as part of formal rostered stand-by and being available to return to duty to respond to 'call-outs' within a specified maximum period of time for a night period or for a day/night period (weekends and public holidays) with effect from the first pay period on or after the commencement date at the rates specified in the following table:

Date of effect	Per night	Per day/night
1 Jan 2016	\$78.60	\$118.15
1 July 2016	\$79.80	\$119.90

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Date of effect	Per night	Per day/night
1 Jan 2017	\$81.20	\$122.00
1 July 2017	\$82.40	\$123.85
1 Jan 2018	\$83.85	\$126.00
1 July 2018	\$85.10	\$127.90
1 Jan 2019	\$86.60	\$130.15
1 July 2019	\$87.90	\$132.10

- 8.2** Payment of the stand-by/recall allowance in **clause 8.1** shall constitute total compensation for any intermittent duty in connection with stand-by/recall to a total of one hour's duration. The Employer shall pay the Employee in accordance with **clause 36, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty.
- 8.3** The Employee rostered on stand-by/recall duty must be contactable by telephone (or pager) and must be available to return to duty to attend for work within a reasonable time as agreed between the Employer and the Employee.
- 8.4** The Employer must reimburse the Employee for the cost of telephone (or pager) calls made in the course of stand-by/recall duty.

9. Ten Hour Break

- 9.1** The Employer must grant an Employee a ten hour break:
- (a) in the **Child Protection Practitioner stream** – between completing a shift and commencing a further period of duty for which the Employee has expressly been recalled.
 - (b) **in the programs covered by the Children, Youth and Families stream** – between completing a shift and commencing a further period of duty for which the Employee has expressly been recalled.
- 9.2** Notwithstanding **clause 9.1** above, the Employer may recall the Employee to return to duty before the expiration of the ten hour break. In these circumstances, the Employer must pay the Employee in accordance with **clause 36, Section I** of this Agreement (Overtime), save that the rate shall be time and a half of the Employee's hourly rate for the first three hours and, for all time worked after the first three hours, at double time, until the commencement of the break.
- 9.3** The following provisions also apply:
- (a) The roster, including starting times, will not be changed because a ten hour break has not occurred.
 - (b) If an Employee commences work later than their rostered time in order for the ten hour break to be observed, they will be paid including all appropriate

payments for the whole shift (including any over runs), from the commencement of their rostered shift time.

- (c) In addition to **clause 9.3(b)** above, where an Employee works five hours of overtime in addition to a normal period of rostered duty, the Employer may direct the Employee off all or part of the next day's shift with no monetary disadvantage to the Employee having regard to occupational health and safety obligations and Employee well-being.

10. Night Shift Allowance

Where an Employee, including a part-time Employee, in the CPP or CYF stream is required to perform shift work on a night shift commencing on or after 8:00 pm and before 6:00 am on any day Monday to Friday inclusive (except a public holiday, a night shift allowance at the rate of 20 per cent of the appropriate hourly rate for each hour of duty shall apply in lieu of the 15 per cent allowance specified at **clause 35.2(a), Section I** of this Agreement (Shift Work). Subject to this clause, **clause 35.2(b), Section I** of this Agreement, overtime continues to apply.

11. Overtime and Additional Leave

11.1 This clause operates to the exclusion of the **clause 36.5** and **clause 36.6(b), Section I** of this Agreement (Overtime), as follows:

- (a) Employees in CPP Grade 2, CPP Grade 3, CPP Grade 4 and CPP Grade 5 must be paid at the appropriate overtime rate specified in **clause 36.6, Section I** of this Agreement (Overtime) based on the Employee's salary;
- (b) in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 1, CYF Grade 2, CYF Grade 3, CYF Grade 4 and CYF Grade 5 must be paid at the appropriate overtime rate specified in **clause 36.6, Section I** of this Agreement (Overtime) based on the Employee's salary.

11.2 **At the end of each calendar year**, the Employer must grant five days Additional Leave to Employees in the Child Protection Practitioners Structure in the following circumstances:

- (a) in metropolitan regions and in rural regions, for Employees classified in CPP Grade 3, CPP Grade 4, CPP Grade 5 and CPP Grade 6;
- (b) in the programs covered by the Children, Youth and Families (CYF) stream in CYF Grade 2, CYF Grade 3, CYF Grade 4, CYF Grade 5 and CYF Grade 6

11.3 This leave entitlement must be taken by the end of the calendar year following the calendar year in which it was accrued and must be taken at a time convenient to the needs of the Employer and Employee.

11.4 If the leave has not been taken in accordance with **clause 11.3** above, any remaining Additional Leave will be paid out at the Employee's ordinary hourly rate of pay.

11.5 Additional Leave accrued according to this clause will only accrue at the rate of an employee's contracted ordinary hours. Full-time employees will only be entitled to accrue a maximum of 38 hours per annum.

11.6 Part-time employees will accrue Additional Leave on a pro rata basis according to their contracted ordinary hours only.

11.7 Additional Leave accrued according to this clause will only be paid at the Employee's ordinary hourly rate of pay, and will not include any shift allowances, overtime, leave loading or any other additional allowances.

12. Reimbursement for Damaged Clothing – Child Protection Practitioners

12.1 Reasonable and necessary costs, as determined by the Employer, will be reimbursed in relation to a child protection practitioner's clothing becoming damaged or soiled as a direct consequence of engaging in authorised duties.

12.2 Reasonable and necessary costs are those that relate to dry cleaning, repair or replacement of fit-for-work clothing.

12.3 Employees may apply for reimbursement up to a maximum of \$500 per annum where:

- (a)** Immediate notification of the damage to the clothing, arising from the child protection practitioner engaging in authorised duties, has been given, and
- (b)** Evidence of the damage to the clothing has been sighted by the relevant authorising officer, and
- (c)** The employee presents a valid receipt, no more than three months old, for costs incurred as a result of fit-for-work clothing requiring dry cleaning, repair or replacement.

13. Provision of Protective Clothing – Streetworks (SOS) Program

13.1 Within the department's Streetworks (SOS) programs, all ongoing and fixed term Employees will be provided with appropriate clothing or a clothing allowance up to \$500 per annum.

13.2 Clothing shall be provided on a needs/replacement value up to the value of \$500 per annum.

13.3 The department, in consultation with the Employees and the CPSU, shall determine the type and standard of clothing and supply arrangements.

13.4 Protective footwear, if provided or purchased must meet the relevant Australian safety standard.

13.5 Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.

13.6 Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the department for the supply of appropriate clothing to Employees.

Part 3 Secure Welfare Programs

14. Application

In addition to the applicable clauses in **Part 2** of this Appendix, **Part 3** of this Appendix applies to Children Youth and Families Employees employed within the Secure Welfare Programs at Ascot Vale and Maribyrnong under the Children Youth and Families Stream of the Child Protection Practitioner Structure.

15. Overtime

Notwithstanding **clause 36** of **Section I** of this Agreement (Overtime), Children, Youth and Families Employees who are employed within Secure Welfare Programs at Ascot Vale and Maribyrnong whose normal rostered shift hours of duty are in excess of 76 hours per fortnight will receive time in lieu on an hour for hour basis for those additional rostered shift hours beyond 76 hours per fortnight.

16. Secure Welfare Practice Principles

16.1 The Parties jointly commit to continue to work together in an endeavour to improve rostering arrangements to better meet client and Employee requirements.

16.2 The Parties agree that the following principles be applied in regard to decision making and practice within Secure Welfare Centres.

16.3 The following principles will be known as the ‘Secure Welfare Practice Principles’:

- (a)** All Secure Welfare clients and Employees will be treated with dignity and respect.
- (b)** Support the rehabilitative, safety and supervisory needs of clients within the framework of the *Children, Youth and Families Act 2005(Vic)*, or its successor.
- (c)** Support ‘normalised’ hours of operating where young people in care should seek, within these principles, to achieve 14 hours minimum ‘unlock’ where it is safe and secure for Employees and clients to do so.
- (d)** Proactively support the work, family and life balance policy.
- (e)** The Parties commit to working collaboratively to ensure that Occupational Health and Safety practice and procedures are best practice standard.
- (f)** Any proposed changes to work practice will be conducted in accordance with relevant industrial Agreements and a health and safety framework. This will involve analysis as to the effects of changes on health and safety.
- (g)** The Employer will work collaboratively with the CPSU to manage and where possible reduce the incidents of occupational assault.
- (h)** Adopts the arrangement of hours concept of the 38 hour week/76 hour fortnight.

- (i) For rostered full-time Employees, a minimum work time shift length of 8 hours.
- (j) Unpaid meal breaks scheduled into rosters.
- (k) Handovers between shifts will be at least 15 minutes.
- (l) Provide appropriate management /supervisory support.
- (m) Provide formal supervision to Employees on a regular basis, rostered in advance.
- (n) Support the implementation of measures which provide improved workforce mobility and better career pathways for Employees. This clause does not detract from the obligations and benefits provided in **Section I** of this Agreement.
- (o) Employees will actively participate in service improvement activities including operational debriefs, quality improvement processes, OHS meetings, unit meetings and conflict resolution processes.

17. Training and Consultative Mechanisms

- 17.1** An agreed periodic formal meeting between the Employer and CPSU/Employees will be established within Secure Welfare Services at which the following will be discussed:
- (a) issues affecting the Centre, Employees and clients;
 - (b) training needs; and
 - (c) consultative procedures.
- 17.2** Anything established as core training will be compulsory for Employees to attend.

18. Provision of Protective Clothing – Secure Welfare Programs

- 18.1** Within Secure Welfare Programs including but not limited to Ascot Vale and Maribyrnong; all ongoing and fixed term Employees classified as CYF Grades 1, 2 or 3, will be provided with appropriate clothing or a clothing allowance up to \$500 per annum.
- 18.2** Clothing shall be provided on a needs/replacement value up to \$500 per annum.
- 18.3** The department, following discussion and input from Employees and the Union, shall determine the type and standard of clothing and supply arrangements.
- 18.4** Protective footwear, if provided or purchased, must meet the relevant Australian Safety Standard.
- 18.5** Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.

- 18.6** Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the Employer for the supply of appropriate clothing to Employees.
- 18.7** An Employee must wear the clothing and footwear, as provided or purchased, when required to do so by the department. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the designated clothing.
- 18.8** The Employer is not responsible for replacing personal clothing items where the Employee has not worn the clothing.

19. Employee Development

Where Employees have been approved and required to attend training courses, and subject to 14 days/adequate notice, attendance will be facilitated through flexible roster arrangements.

Part 4 Youth Justice Custodial Centres

20. Overtime

Notwithstanding **clause 36**, of **Section I** of this Agreement (Overtime), Youth Justice Worker Employees who are employed at Malmsbury Youth Justice Centre, Melbourne Youth Justice Centre, and Parkville Youth Residential Services whose normal rostered shift hours of duty are in excess of 76 hours per fortnight will receive time in lieu on an hour for hour basis for those additional rostered shift hours beyond 76 hours per fortnight.

21. Youth Justice Practice Principles

- 21.1** The Parties jointly commit to continue to work together in an endeavour to improve rostering arrangements to better meet client and Employee requirements.
- 21.2** The Parties agree that the following principles be applied in regard to decision making and practice within Victorian Youth Justice Custodial Centres.
- 21.3** The following principles will be known as the ‘Youth Justice Practice Principles’:
- (a)** All Youth Justice clients and Employees will be treated with dignity and respect.
 - (b)** Support the rehabilitative, safety and supervisory needs of clients within the framework of *the Children, Youth and Families Act 2005*(Vic).
 - (c)** Support ‘normalised’ hours of operating where young people in custody or in care should seek within these principles, to minimise the times that clients are ‘locked down’ where it is safe and secure for Employees and clients to do so.
 - (d)** Proactively support the work, family and life balance policy.

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- (e) The Parties commit to working collaboratively to ensure that Occupational Health and Safety practice and procedures are best practice standard.
- (f) Any proposed changes to work practice will be conducted in accordance with relevant industrial Agreements and a health and safety framework. This will involve analysis as to the effects of changes on health and safety and any impacts to parties affected that are identified.
- (g) The Employer will work collaboratively with the CPSU to manage and where possible reduce the incidents of occupational assault.
- (h) Adopts the ‘arrangement of hours’ concept of the 38 hour week/76 hour fortnight.
- (i) For rostered full-time Employees, a minimum work time shift length of 8 hours.
- (j) Unpaid meal breaks scheduled into rosters.
- (k) Handovers between shifts will be for either for at least 15 minutes.
- (l) Provide appropriate management /supervisory support.
- (m) Provide formal supervision to Employees on a regular basis, rostered in advance.
- (n) Support the implementation of measures which provide improved workforce mobility and better career pathways for Employees. This clause does not detract from the obligations and benefits provided in **Section I** of this Agreement.
- (o) Employees will actively participate in service improvement activities including operational debriefs, quality improvement processes, OHS meetings, unit meetings and conflict resolution processes.
- (p) The Department endeavours to fill all direct care vacancies and backfill absences as quickly as practicable to ensure efficient and safe management of the Custodial Precincts and staffing levels.

22. Working party

22.1 As soon as practicable after the approval of this Agreement, the Employer will establish a Working Party with a view to implementing a qualifications framework, to be reflected in the classification structure, for Employees working in Youth Justice Custodial Centres.

22.2 The Working Party will comprise representatives of:

- (a) the Employer, including representatives from Youth Justice Custodial Centres;
- (b) Employees; and
- (c) the CPSU.

23. Training and Consultative Mechanisms

23.1 An agreed periodic formal meeting between the Employer, the CPSU and Employees will be established in each Youth Justice Custodial Centre at which the following will be discussed:

- (a) issues affecting the Centre, Employees and clients;
- (b) training needs; and
- (c) consultative procedures.

23.2 Anything established as core training will be compulsory for Employees to attend.

24. Provision of Protective Clothing – Youth Justice Custodial Centres

24.1 At Youth Justice Custodial Centres including but not limited to Malmsbury Youth Justice Centre, Melbourne Youth Justice Centre and Parkville Youth Residential Services; all ongoing and fixed term Employees classified as Youth Justice Worker Grades 1, 2, or 3 and the stores Employees in Youth Justice Custodial Centres will be provided with appropriate clothing or a clothing allowance up to \$500 per annum. The annual clothing provision includes an entitlement to request reimbursement up to a maximum of \$100 per annum where Employees have purchased their own appropriate footwear for work purposes.

24.2 Clothing shall be provided on a needs/replacement value up to \$500 per annum.

24.3 The Employer, following discussion and input from Employees and the Union, shall determine the type and standard of clothing and supply arrangements.

24.4 Protective footwear, if provided or purchased, must meet the relevant Australian Safety Standard.

24.5 Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.

24.6 Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the department for the supply of appropriate clothing to Employees.

24.7 An Employee must wear the clothing and footwear, as provided or purchased, when required to do so by the department. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the designated clothing.

24.8 The Employer is not responsible for replacing personal clothing items where the Employee has not worn the clothing.

25. Employee Development

Where Employees have been approved and required to attend training courses, and subject to 14 days/adequate notice, attendance will be facilitated through flexible rostering arrangements.

26. Stand-by / Recall Allowance – Youth Justice Custodial Centres

26.1 A Youth Justice Worker Employee shall be paid, in lieu of the allowances specified in **clause 31.5, Section I** of this Agreement (Stand-by/Recall Allowance), an allowance for performing work outside ordinary working hours as part of formal rostered stand-by and being available to return to duty to respond to ‘call-outs’ on a weekly basis, or part thereof, (including weekends and public holidays) with effect from the first pay period on or after the commencement date of the Agreement at the rates specified in the following table:

Date of effect	Weekly Allowance
1 January 2016	\$312.00
1 July 2016	\$316.70
1 January 2017	\$322.20
1 July 2017	\$327.05
1 January 2018	\$332.80
1 July 2018	\$337.80
1 January 2019	\$343.70
1 July 2019	\$348.85

26.2 Payment of the stand-by/recall allowance in (this clause) shall constitute total compensation for any intermittent duty in connection with stand-by/recall to a total of one hour’s duration. The Employer shall pay the Employee in accordance with **clause 36, Section I** of this Agreement (Overtime) for work performed after the first hour of recall to duty.

26.3 The Employee rostered on stand-by/recall duty must be contactable by telephone (or pager) and must be available to return to duty to attend for work within a reasonable time as agreed between the Employer and the Employee.

26.4 The Employer must reimburse the Employee for the cost of telephone (or pager) calls made in the course of stand-by/recall duty.

27. Safety and Emergency Response Team

27.1 In recognition of additional skills required by members of the Safety and Emergency Response Team, an annual allowance (paid on a fortnightly basis) in accordance with the following schedule will be paid whilst performing such duty.

Date of effect	Annual Allowance
1 January 2016	\$980.00
1 July 2016	\$994.70

Date of effect	Annual Allowance
1 January 2017	\$1,012.10
1 July 2017	\$1,027.30
1 January 2018	\$1,045.25
1 July 2018	\$1,060.95
1 January 2019	\$1,079.50
1 July 2019	\$1,095.70

Part 5 Housing Programs

28. Stand-By/Recall Allowances for Housing Services Employees

- 28.1** A Housing Services employee who is required by the Employer to perform stand-by/recall must be contactable either by pager or telephone and be available to be recalled to work immediately as a result of an emergency. The Stand-by rates are paid in accordance with **clause 31.5(e), Section I** of this Agreement (Stand-by/Recall Allowance).
- 28.2** Where these arrangements were not previously negotiated with the Employee, the Employee must be paid an allowance as follows:

(a) Emergency Recall

An Employee must be paid an allowance specified below per hour when required to be available for immediate recall to duty:

Date of effect	Per hour
1 January 2016	\$8.25
1 July 2016	\$8.35
1 January 2017	\$8.50
1 July 2017	\$8.65
1 January 2018	\$8.80
1 July 2018	\$8.90
1 January 2019	\$9.10
1 July 2019	\$9.20

- (b) The allowance paid in **clause 28.2(a)** is in addition to the Employee's ordinary hourly rate of pay and any overtime payments under **clause 36, section I** of this Agreement (Overtime) for the hours work during the Emergency Recall.

28.3 Following a period of Emergency Recall the Employee will be released from duty until the completion of an eight hour break in accordance with **clause 36.12, Section I** of this Agreement (Rest period after overtime).

29. Provision of Work Clothing – Housing programs

29.1 The Employer shall reimburse Employees on a needs/replacement basis the cost of protective clothing as follows:

- (a) Housing Services Officers and Team Managers, Field Services Officers, Maintenance Compliance Auditors, and Employees required to undertake field operations shall be reimbursed for safety clothing and footwear on a needs/replacement basis. The reimbursement covers the cost of coveralls or protective trousers and jacket, safety footwear, gloves, sun hat, sunglasses and wet weather gear.
- (b) The type and standard of safety footwear required needs to comply with the 'Australian/New Zealand Standard 2210 – Occupational Protective Footwear.' The soling material must include as a minimum, polyurethane or polyvinyl chloride (PVC) blends.

29.2 If future requirements determine that this reimbursement provision be reviewed, the Employer following consultation with the CPSU shall determine the job titles, type, standard, reimbursement costs and supply arrangements of protective clothing.

29.3 Safety footwear may be replaced on a needs/replacement basis when evidence is provided to the manager of the footwear being damaged through a work related incident.

29.4 Employees will be reimbursed for the cost of purchasing safety footwear on the provision of a valid receipt or via regional invoice arrangements with a bulk supplier.

29.5 Employees must wear the protective clothing/safety footwear, as provided, when required to do so by the Employer. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the protective clothing when required.

29.6 In normal circumstances the Employer is not responsible for replacing personal clothing items where the Employee has not worn the protective clothing.

30. Call Centres – Housing and Community Building Maintenance Call Centres

30.1 Housing Call Centre Operation

(a) **HCC Work Environment**

- (i) HCC Employees will be provided with eye, ear, and voice tests paid for by the Employer.

- (ii) The Employer will ensure that the HCC is fitted out to an appropriate Australian Standard concerning acoustic controls to reduce noise.

(b) Work Organisation

- (i) Work will be arranged within the HCC to ensure that Employees are provided with enough flexibility in their routine so that they can follow up customer service issues adequately.
- (ii) Guidelines will be negotiated between the Employer, Employees and the CPSU to ensure that the needs of quality customer service, Employee job satisfaction, and operational requirements are balanced.
- (iii) Appropriate call volume targets will be established.
- (iv) A guiding principle for communication is the acknowledgment that Employees' experience and ideas add value to the quality of service the HCC can deliver.
- (v) All HCC team members will be given the opportunity to participate in team meetings on a regular basis. HCC Employees will be given adequate time to familiarise themselves with policy updates.
- (vi) Regular rest breaks away from the telephone will be provided with work organised so that HCC Employees will not operate phones for at least 5 minutes per hour.

(c) Call monitoring

- (i) Call monitoring will be used as a coaching and development tool.
- (ii) Call monitoring will not be an indicator of Employee performance assessment, unless otherwise agreed between Employees, the CPSU and the Employer (HCC).
- (iii) Employees will be given reasonable notice if their calls are being monitored and over what period of time.

(d) Call recording

- (i) The use of call recording for Employee performance assessment will not occur without prior Agreement between the Employee, their union (the CPSU), clients, and the Employer (HCC). The HCC will record calls for use in service improvements and to clarify issues of dispute, which may occur relating to the service provided.
- (ii) Call recording is not primarily intended for disciplinary and other disputes. If a manager or supervisor considers it warranted as part of a standard managing improvement process they must give the Employee advanced notice and provide fair and reasonable access to the relevant records for the Employee, and where the Employee chooses their representative.

(e) Training and development

- (i)** Vocational training appropriate to the HCC will be provided to all Employees.
- (ii)** A HCSO with a Certificate III in Customer Contact (Call Centre) or its agreed successor will be considered HCSO – Qualified Level 1 Employee.
 - An employee appointed to a HCSO Qualified Level 2 position must hold or complete within the first 12 months following appointment a Certificate IV in Customer Contact (Call Centre). Progression to a HCSO Qualified Level 2 position will not be automatic upon completing the Certificate IV in Customer Contact qualification.
- (iii)** The following details of the qualification levels are provided for information:
 - Certificate III and Certificate IV in Customer Contact (Call Centre) are nationally recognised qualifications under the Australian Qualifications Framework. The units that will be packaged as a part of these qualifications will be chosen to specifically suit the HCC environment and functionality.

30.2 Terms and Conditions of Employment

Specific arrangements applying to the operations of the HCC are as follows:

(a) Housing Customer Services Officer

Housing Customer Services Officer (HCSO) is classified in accordance with **clause 5 of Schedule E**.

(b) Performance assessment

- (i)** HCC Employees' performance will be subject to assessment in accordance with the Employer's progression, performance and development (PPD) system.
- (ii)** PPD plans will be agreed with Employees that are relevant to the HCC.

(c) Hours of Work

- (i)** The HCC hours of operation will be 7:00am to 7:00pm Monday to Friday.
- (ii)** HCC Employees will be employed as Shift Workers. The ordinary hours of work for full-time Employees will not exceed 7.6 hours per day. Starting and finishing times will be available within the span of hours in **clause 30.2(c)(i)** above, subject to operational requirements.
- (iii)** The shift arrangements are provided for in **clause 35, Section I** of this Agreement (Shift Work).

(d) Roster Arrangements

- (i)** HCC shift rosters will be determined for a period of 14 calendar days in advance. Shift rosters will be issued to all HCC Employees at least 14 days prior to the commencement of such rosters. Each roster will indicate the starting and finishing time of each shift.
- (ii)** A minimum of 2 Operators shall be on duty during each shift.
- (iii)** Roster Changes will be made in accordance with **clause 11, Section I** of this Agreement.

31. Public Housing Service Delivery Model

The department, in consultation with the union, agree to review the effectiveness, efficiency and cost effectiveness of the regional housing model during the life of this Agreement. This Review commenced in 2010 and will not result in any additional costs to the department and within current resources.

Part 6 Senior Medical Advisors

32. Vehicle

A Senior Medical Advisor has the option to allocate part of his/her salary to obtain the use of a Government vehicle for private purposes at rates equivalent to those charged under Executive Officer contracts as published from time to time by the Victorian Public Sector Commission.

33. On-Call Duty Requirement

33.1 Senior Medical Advisors must be contactable and available outside the normal hours of duty to respond to urgent program issues.

33.2 A Senior Medical Advisor whose role is listed in this clause and who is available outside the ordinary hours of duty to respond to program service delivery needs will be entitled to one week of annual leave for any period of 12 months service, in addition to any other annual leave entitlements under **clause 41, Section I** of this Agreement (Annual Leave).

- (a)** A practitioner in Mental Health Services, other than a Medical Officer, Senior Medical Officer and Registrar who is available outside the ordinary hours of duty to respond to clinical service delivery needs or to satisfy the statutory requirements of the *Mental Health Act 1986*;
- (b)** A Statewide Principal Child Protection Practitioner within the Office of Professional Practice who is available outside the ordinary hours of duty to respond to urgent program service delivery needs;

(c) A Director, Client Outcomes and Service Improvement in a division who is available outside the ordinary hours of duty to respond to urgent program service delivery needs.

33.3 Senior Medical Advisors may be required to remain on duty where the program, patient or client needs require, notwithstanding conferences or the expiration of normal hours.

34. Special Leave

34.1 The Senior Medical Advisor is eligible to be granted special leave with pay for up to two weeks per year to attend conferences and/or undertake research approved by the Employer as relevant to his/her career in the public service. This leave eligibility is cumulative for a period of up to five years. Leave not taken within five years of accrual is forfeited.

34.2 Subject to prior approval by the Employer, reasonable costs associated with necessary travel and other expenses associated with study or attendance at conferences will be reimbursed upon presentation of receipts (tax invoices).

35. Private Practice

Subject to approval by the Employer, a Senior Medical Advisor may be accorded reasonable unpaid leave during working hours to undertake private practice in medicine provided that there is no conflict of interest with their departmental appointment.

Appendix 5 Department of Economic Development, Jobs, Transport and Resources

1. Operation of this Appendix

This Appendix provides the following specific arrangements:

- (a) **Part 1** of this Appendix applies to Employees employed within the Agriculture, Energy and Resources (AER) Group within Department of Economic Development, Jobs, Transport and Resources (DEDJTR), and other eligible Employees as specified.
- (b) **Part 2** of this Appendix applies to Employees employed within the AER Group within DEDJTR, and other eligible Employees as specified.
- (c) **Part 3** of this Appendix applies to Employees classified as Fisheries Officers under the Fisheries Officers classification structure at **clause 9** of **Schedule C**.

Part 1 Stand-by, Recall and Related Matters

2. Application

- 2.1 **Part 1** of this Appendix applies to Employees employed within the Agriculture, Energy and Resources (AER) Group.
- 2.2 **Part 1** of this Appendix will apply to a DEDJTR Employee not employed within AER Group, subject to meeting the following requirements:
 - (a) the Employee was employed by the former Department of Primary Industries as of 30 June 2013; and
 - (b) the Employee was transferred to DEDJTR from the former Department of Environment and Primary Industries on 2 March 2015; and
 - (c) the Employee continues to occupy the same substantive position as that occupied on the date of transfer.

3. Non-Emergency Stand-By

- 3.1 An Employee who is required by the Employer as part of their duties to be on stand-by and available to return within a specified maximum period of time to undertake intermittent duty outside their normal hours of duty will be compensated at the rates specified in the following table:

Date of effect	Amount per night	Amount per day/night
1 January 2016	\$49.05	\$97.95

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Date of effect	Amount per night	Amount per day/night
1 July 2016	\$49.80	\$99.40
1 January 2017	\$50.65	\$101.15
1 July 2017	\$51.40	\$102.65
1 January 2018	\$52.30	\$104.45
1 July 2018	\$53.10	\$106.00
1 January 2019	\$54.05	\$107.85
1 July 2019	\$54.85	\$109.45

- 3.2** An Employee who is required to return to work when on stand-by will be compensated for each hour or part hour worked, in accordance with the overtime provisions in **clause 13** of this Appendix.
- 3.3** An Employee who is recalled to duty must be paid for a minimum of 3 hours.
- 3.4** Stand-by allowances will not apply where stand-by is explicitly incorporated as incidents of employment into total remuneration or is otherwise compensated.

4. Stand-By on a Vessel

- 4.1** An Employee who is travelling to, from, or between work locations on a vessel outside of their normal hours of duty and during that time is required by the Employer to be on stand-by and undertake intermittent work shall be paid a stand-by allowance at the rates specified in the following table for each hour of stand-by and intermittent work:

Date of effect	Hourly rate
1 January 2016	\$8.20
1 July 2016	\$8.30
1 January 2017	\$8.45
1 July 2017	\$8.60
1 January 2018	\$8.75
1 July 2018	\$8.90
1 January 2019	\$9.05
1 July 2019	\$9.20

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- 4.2 The allowance provides compensation and payment for being confined on a vessel, away from port, up to a maximum payment of 6 hours per night when on board for a full 24 hour day.
- 4.3 An Employee required to remain on board overnight will be paid a camping allowance in accordance with **clause 6** (Camping) of this Appendix.
- 4.4 The allowance will not be paid when an Employee is during the time of travel on a vessel being paid overtime in accordance with the provisions of **clause 13** (Overtime) of this Appendix.

5. Recall to Duty

- 5.1 Where the Employer recalls an Employee to perform work the Employee will be paid for a minimum for 3 hours work in accordance with the overtime provisions in **clause 13** (Overtime) of this Appendix.
- 5.2 If work continues for more than the initial 3 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in **clause 13** (Overtime) of this Appendix.
- 5.3 If an Employee is recalled to duty within 3 hours of ceasing a previous work period, the total work period prior to re-commencement of the work on the recall will be included in calculating the hours of duty for the day, and will also be included for the purposes of calculating a 16 hour work period.

6. Camping

- 6.1 An Employee who is required to camp outdoors or reside in tendered or temporary accommodation or where commercially provided accommodation is below a 3 star permanent rating will be paid a camping allowance per night at the rates specified in the following table to compensate for the accommodation conditions:

Date of effect	Per night
1 January 2016	\$51.85
1 July 2016	\$52.65
1 January 2017	\$53.55
1 July 2017	\$54.35
1 January 2018	\$55.30
1 July 2018	\$56.15
1 January 2019	\$57.15
1 July 2019	\$58.00

- 6.2 For the purposes of this clause, a 3 star permanent rating must include:

- (a) Clean bed linen provided
- (b) Appropriate heating and cooling
- (c) Meals available directly or indirectly
- (d) House keeping cleans after each booking
- (e) Ablution facilities that are in room or close to the room.

7. Ocean Going Allowance

7.1 An Employee shall receive an allowance at the rates specified in the following table for every hour aboard a vessel outside the limits of the port of Port Phillip or any other recognised port:

Date of effect	Per hour
1 January 2016	\$5.30
1 July 2016	\$5.40
1 January 2017	\$5.50
1 July 2017	\$5.60
1 January 2018	\$5.70
1 July 2018	\$5.80
1 January 2019	\$5.90
1 July 2019	\$6.00

7.2 No allowance shall be payable in respect of periods of work performed in or about the entrance of any port.

8. Shipkeeping Allowance

An Employee who is employed on a vessel shall be paid a shipkeeping allowance at his/her hourly rate of pay for 3 hours per day when the Employer requires the Employee to remain on board to be available to perform any necessary vessel related duty that may arise.

9. Diving Allowance

9.1 An Employee who is competent and required in the course of his/her official duties to dive underwater shall be paid an allowance at the rates specified in the following table for each day on which approved diving duties are required to be performed:

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Date of effect	Per day
1 January 2016	\$28.40
1 July 2016	\$28.85
1 January 2017	\$29.35
1 July 2017	\$29.80
1 January 2018	\$30.30
1 July 2018	\$30.75
1 January 2019	\$31.30
1 July 2019	\$31.75

- 9.2** An employee who on any day is required to perform the work of a diving supervisor shall be paid an allowance at the rate specified in the following table for each day on which the dive supervisor duties are required to be performed:

Date of effect	Per day
1 January 2016	\$42.75
1 July 2016	\$43.40
1 January 2017	\$44.15
1 July 2017	\$44.80
1 January 2018	\$45.60
1 July 2018	\$46.30
1 January 2019	\$47.10
1 July 2019	\$47.80

10. Farm and Building Security Allowance

- 10.1** A Farm/Building Security Officer (FBS Officer) is an Employee who is assigned the responsibilities and duties for caretaking and security of Departmental property, including farm land, buildings, equipment and livestock outside of the person’s ordinary hours of work and/or outside of the normal operating hours of the unit including early mornings, evenings and weekends.

- 10.2** The FBS allowance is intended to compensate Employees for caretaking and security performed outside of “normal operating hours” in addition to their normal duties. A FBS officer duty statement outlining the duties to be performed must be developed and recorded to ensure that both parties agree as to the functions of the position.

10.3 The FBS officer shall be available to perform the duties as required at all times out of hours in accordance with **clause 10.1** of this Appendix.

10.4 The allowance is a per annum rate within the ranges specified in the following table and adjusted to fortnightly payments. The allowance is to be annualised to exclude its payment during any periods of annual or long service leave and averaged to a fortnightly rate over the 52 weeks of the year. The allowance is not included as part of salary for superannuation purposes.

Date of effect	Annual minimum	Annual maximum
1 January 2016	\$4,806.55	\$11,215.00
1 July 2016	\$4,878.65	\$11,383.20
1 January 2017	\$4,964.05	\$11,582.40
1 July 2017	\$5,038.50	\$11,756.15
1 January 2018	\$5,126.65	\$11,961.90
1 July 2018	\$5,203.55	\$12,141.35
1 January 2019	\$5,294.60	\$12,353.80
1 July 2019	\$5,374.00	\$12,539.10

10.5 The level of allowance to be paid within the ranges is determined by the following factors:

- (a) the average number of out of hours work to be performed each week;
- (b) the nature and complexity of duties undertaken;
- (c) the level of responsibility accorded to the Employee in the performance of duties; and
- (d) the level of inconvenience to the Employee (how restricted is the Employee in leaving the property or the number of times the Employee has to return to the property on weeknights and weekends).

11. Remote Locations

11.1 A range of socio-economic and geographic factors are taken into consideration in determining the remote status of a work centre including:

- (a) distance from a large town;
- (b) degree of isolation or distance from shops and services;
- (c) requirements for additional cost of living;
- (d) hardships including impact on spouse and children;

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- (e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;
- (f) availability of medical facilities;
- (g) involvement of family members in delivering Departmental services; and
- (h) prior demonstrated difficulty in attracting Employees to the location.

11.2 Two levels of Remote Location Allowance are available: (i) Highly Remote and (ii) Remote.

- (a) The following locations have been determined as remote and their rating is listed below:

RATING	NORTH WEST	NORTH EAST	GIPPSLAND
(i) Highly Remote	Walpeup Underbool	Mitta Mitta	Bendoc Dargo
(ii) Remote	Piangil Rainbow Sea Lake Speed Hopetoun Birchip Ouyen Edenhope	Corryong	Cann River Swifts Creek Mallacoota

- (b) The following allowances apply:

Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
High remote allowance					
1 January 2016	\$4,804.30	\$8,012.60	\$3,364.75	\$5,605.80	\$3,207.05
1 July 2016	\$4,876.35	\$8,132.80	\$3,415.20	\$5,689.90	\$3,255.15
1 January 2017	\$4,961.70	\$ 8,275.10	\$ 3,474.95	\$5,789.45	\$3,312.10
1 July 2017	\$5,036.15	\$8,399.25	\$3,527.05	\$5,876.30	\$3,361.80
1 January 2018	\$5,124.30	\$8,546.25	\$3,588.75	\$5,979.15	\$3,420.65
1 July 2018	\$5,201.15	\$8,674.45	\$3,642.60	\$6,068.85	\$3,471.95
1 January 2019	\$5,292.15	\$8,826.25	\$3,706.35	\$6,175.05	\$3,532.70

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Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
1 July 2019	\$5,371.55	\$8,958.65	\$3,761.95	\$6,267.70	\$3,585.70
Remote allowance					
1 January 2016	\$2,884.65	\$4,804.30	\$1,923.15	\$3,207.05	\$1,604.10
1 July 2016	\$2,927.90	\$4,876.35	\$1,952.00	\$3,255.15	\$1,628.15
1 January 2017	\$2,979.15	\$4,961.70	\$1,986.15	\$3,312.10	\$1,656.65
1 July 2017	\$3,023.85	\$5,036.15	\$2,015.95	\$3,361.80	\$1,681.50
1 January 2018	\$3,076.75	\$5,124.30	\$2,051.25	\$3,420.65	\$1,710.95
1 July 2018	\$3,122.90	\$5,201.15	\$2,082.00	\$3,471.95	\$1,736.60
1 January 2019	\$3,177.55	\$5,292.15	\$2,118.45	\$3,532.70	\$1,767.00
1 July 2019	\$3,225.20	\$5,371.55	\$2,150.25	\$3,585.70	\$1,793.50

- (c) The categories of locations listed above are used for payment of the following allowances:
- (i) Payment of an allowance in addition to salary for the cost and inconvenience of living and working in a remote location. An Employee's starting salary should be increased by an amount of allowance within the range shown in the above table. Starting salary payments are to be endorsed by the Executive Director of the relevant division or his/her delegate. This allowance is paid in addition to salary and will cease to be paid when the Employee ceases to be employed at that remote location.
 - (ii) In addition to the allowance in **clause 11.2(c)(i)** of this Appendix Employees in remote locations may receive a one off attraction payment up to the rate specified in the above table at the commencement of residence at the location. This is an added inducement to attract Employees. The Executive Director of the relevant division or his/her delegate are to approve one off payments.

12. Overseas and Interstate Travel

- 12.1** Where an Employee travels overseas for work purposes the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. Costs will include accommodation, meals and other incidental expenses associated with the trip. The standard of accommodation and meals will be equivalent to that associated with travel within Australia.

12.2 Where invoice arrangements cannot be made and Employees are required to undertake official duties outside of Victoria requiring an overnight stay, the Employee will be paid a reasonable allowance prior to travel.

13. Overtime

13.1 Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **Part 2- Emergency Work** of this Appendix.

13.2 Time In Lieu

- (a)** In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the local manager, work hours in excess of the normal working day and accrue a balance of time worked.
- (b)** In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.
- (c)** A maximum of 76 hours time in lieu may be accrued.
- (d)** The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.
- (e)** The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.
- (f)** Subject to the approval of the Employer the Employee may choose to work on a Public Holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.
- (g)** An Employee who with the agreement of their Employer substitutes a Public Holiday for another day to observe other religious or cultural occasions of significance to the Employee will be paid at the ordinary rate of pay for work on that Public Holiday.

13.3 Paid Overtime

- (a)** The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.
- (b)** Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work shift work, the overtime will be paid overtime and subject to **clauses 13.3(c) to 13.3(f)** of this Appendix.
- (c)** Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee's family

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commitments. The Employee will provide an explanation at the time of refusing the overtime.

- (d) The Employer will ensure that work is organised in such a way that the requirement to perform overtime is not a regular occurrence.
- (e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary as specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary specified in the following table. Shift work Employees who have already completed a rostered day of 7.6 hours will be paid overtime on a Saturday or Sunday (excluding Public Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027

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Date of effect	Hourly rate of ceiling salary
1 July 2019	\$82,242

- (g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (h) All overtime calculations will be rounded up to the next quarter of an hour.
- (i) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.

Part 2 Emergency Work

14. Application

14.1 Part 2 of this Appendix applies to Employees employed within the AER Group.

14.2 Part 2 of this Appendix will apply to a DEDJTR Employee not employed within AER Group, subject to meeting the following requirements:

- (a) The Employee was employed by the former Department of Primary Industries as of 30 June 2013, and
- (b) The Employee was transferred to DEDJTR from the former Department of Environment and Primary Industries on 2 March 2015, and
- (c) The Employee continues to occupy the same substantive position as that occupied on the date of transfer.

14.3 Emergency provisions will apply where urgent action is required to meet DEDJTR's emergency management responsibilities described in the Emergency Management Manual Victoria (EMMV) which may include exotic disease outbreaks for animal health and pest plants operations and fire and flood recovery. Activation of these provisions will be limited to situations requiring immediate and urgent response, where planning and service delivery are expedited under an emergency management framework (e.g. AIIMS) using approved systems and procedures to avoid immediate substantial impacts to:

- (a) Community safety;
- (b) Primary Industries; and/or
- (c) Government and/or DEDJTR reputation.

Such situations will require active situation analysis, review of plans and reporting to the executive level of DEDJTR on a daily basis.

14.4 Where an Employee of the Department's AER Group is called to undertake fire suppression activities, the terms and conditions of **Part 1 - Emergency Work of Appendix 6 - Department of Environment, Land, Water and Planning** will apply to the Employee undertaking that work.

15. Retention of classification

An Employee will retain the classification upon which he/she was employed immediately prior to the outbreak of an emergency, provided that the Employer may for the purpose and during any period of emergency work operations specifically assign an Employee to another classification for which a higher wage rate is prescribed in which case appropriate payment will be made.

16. Normal hours of work

The weekly total of hours paid at ordinary time will not exceed 38 per week, excluding paid rest breaks as per **clause 20** (Meal Interval) of this Appendix, to be worked in accordance with the normal accrual provisions.

17. Work period

The minimum work period, except as provided by **clauses 24** (Stand-by) and **26** (Travelling Time) of this Appendix will be 7.6 hours per day.

18. Rest period

18.1 Wherever reasonably practicable an Employee will receive a rest period of at least 10 continuous hours between successive work periods

18.2 An Employee must not commence a new work period without having had 10 continuous hours off duty unless directed by the Employer.

- 18.3** If an Employee is directed by the Employer and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.
- 18.4** Where the emergency arrangements require a weekly Employee to have a rest period which exceeds sixteen (16) hours, the Employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.
- 18.5** Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.
- 18.6** Where an Employee, who is scheduled for a rest break but for operational reasons is required to remain deployed on a Saturday and/or Sunday, the Employee will be paid for a minimum of 7.6 hours for each day they remain deployed at the appropriate weekend rates.
- 18.7** Prior to the resumption of normal duties, the Employer will offer the Employee a full debriefing and post event counselling.

19. Paid rest period

If a work period exceeds (sixteen) 16 hours an Employee will at the conclusion of such work period receive a rest period of at least 8 hours duration, and will be paid an amount equivalent to 7.6 hours pay at ordinary rates. The 7.6 hours paid rest is to be paid in full and not offset against the next commencing time.

20. Meal interval

Meal intervals will not exceed 30 minutes and will be counted as time worked.

21. Monday to Friday payment

- 21.1** All time worked on any Monday to Friday (including time worked prior to emergency work) will be paid for at the rate of ordinary time for the first 7.6 hours and at the rate of time and one half for the next 2 hours, and at the rate of double time thereafter. Provided that:
- (a)** the wage rate will revert to ordinary time when the Employee has received a rest period of 8 hours; and
 - (b)** when penalty rates are being paid, and a work period extends beyond midnight, such penalty rates will continue until the end of the work period.

22. Saturday work

Except where the provisions of **clause 21.1(b)** of this Appendix apply all time worked by an Employee on a Saturday will be paid for at the rate of time and one half for the first two hours and at double time thereafter.

23. Sunday and Public Holiday work

All time worked by an Employee on a Sunday will be paid for at double the ordinary prescribed rate and for all time worked on a Public Holiday at two and one half times the ordinary prescribed rate.

24. Stand-by

24.1 Stand-by will mean all time during which an Employee is required to remain available for an immediate recall to work.

24.2 An Employee on stand-by will be available either at his/her home or contactable by telephone and available for immediate response to the emergency as is mutually agreed with the Department.

24.3 The allowances will be as follows:

Date of effect	Per hour	Per hour – Undertaken fitness requirements
1 January 2016	\$14.15	\$16.65
1 July 2016	\$14.35	\$16.90
1 January 2017	\$14.60	\$17.20
1 July 2017	\$14.80	\$17.45
1 January 2018	\$15.05	\$17.75
1 July 2018	\$15.30	\$18.00
1 January 2019	\$15.55	\$18.30
1 July 2019	\$15.80	\$18.55

24.4 Stand-by for Employees on Saturdays, Sundays and Public Holidays will mean an eight hour period between 10.00am and 6.00pm. Where the emergency conditions dictate, the stand-by may be extended past 6.00pm and paid according to the rate specified in **clause 24.3**(Stand-by allowance) of this Appendix.

24.5 An Employee who is rostered to stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by payment for each day so rostered.

24.6 Provided that the Employee will be entitled to only 4 hours stand-by pay for each day so rostered if, by normal knock off time on the preceding day if that day is an

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ordinary working day or 5.00pm otherwise, he/she is notified that stand-by for that Saturday, Sunday and/or Public Holiday has been cancelled.

- 24.7** Where an Employee is called upon to perform emergency work on any day that he/she is on stand-by, he/she will in addition to his/her entitlements under **clause 25** (Callout) of this Appendix, be paid for all stand-by performed on that day which is not paid for under **clause 25** of this Appendix.
- 24.8** Where an Employee is a designated Duty Officer on stand-by and is required to be the primary contact for initiating the response to an incident and manage the preparedness in relation to potential emergency incidents, that Employee while performing this function will be paid the relevant rate as follows:

The day/night rate of Duty Officer stand-by will be as follows:

Date of effect	Day/Night rate	Night rate	Day rate - Weekend
1 January 2016	\$293.70	\$105.95	\$187.40
1 July 2016	\$298.10	\$107.55	\$190.20
1 January 2017	\$303.30	\$109.45	\$193.55
1 July 2017	\$307.85	\$111.10	\$196.45
1 January 2018	\$313.25	\$113.05	\$199.90
1 July 2018	\$317.95	\$114.75	\$202.90
1 January 2019	\$323.50	\$116.75	\$206.45
1 July 2019	\$328.35	\$118.50	\$209.55

25. Callout

- 25.1** An Employee recalled to perform work in or in connection with an emergency will be paid for a minimum for four (4) hour's work at the appropriate penalty rate each time he/she is so recalled. Provided that the Employee will not be required to work the full 4 hours if the job for which he/she is recalled is completed in a shorter period.
- 25.2** In addition to this initial four (4) hours, if work continues for more than this period, the Employee will be paid for the actual time worked, at appropriate penalty rates.
- 25.3** If an Employee is recalled to duty within 4 hours of ceasing a previous work period, then the total work period prior to re-commencement of work on the recall will be taken into account when calculating the hours of duty for the day, and also be used for the purposes of calculating a 16 hour work period.

26. Travelling time

26.1 All time spent by an Employee in proceeding to and from an emergency (as defined) at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the location or normal pick-up place in the home district provided that:

- (a) An Employee deployed to an emergency, travelling directly to or from that emergency, will have that travelling time included as time worked for the purposes of **clauses 21** (Monday to Friday Payment) and **32** (Emergency Deployment Allowance) of this Appendix.
- (b) Time spent travelling to or from a distant location, office or staging point (from where an Employee will receive deployment instructions) will count as time worked, however it will not attract payments under **clause 32** (Emergency Deployment Allowance) of this Appendix.

27. Resumption of normal duties

27.1 An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.

27.2 Each Employee who has been engaged on emergency work will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.

27.3 Provided that an Employee who has been camped out for at least 3 nights will be entitled to a clear break of 12 hours.

27.4 Provided further that this provision will not apply with respect to any emergency work commenced and completed between the hours of 7.00am and 5.00pm on the same day.

27.5 The emergency response provisions of this Appendix cease to apply when, as determined by the Employer, emergency work becomes of a routine nature and integrated with normal daily operations.

28. Provision of meals

The Employer will provide the usual 3 meals per day, provided that where an Employee is required to work at night the Employer will provide suitable provisions at reasonable intervals. All food supplied by the Employer will be free of charge.

29. Camping facilities

Where Employees are camped the Employer so far as is reasonably practicable will provide adequate sleeping, ablution, and messing facilities.

30. Camping allowance

An Employee required to camp will be paid a combined incidental/disability allowance specified in the table below per night to compensate for the conditions at an emergency camp:

Date of effect	Per night
1 January 2016	\$35.55
1 July 2016	\$36.10
1 January 2017	\$36.75
1 July 2017	\$37.30
1 January 2018	\$37.95
1 July 2018	\$38.50
1 January 2019	\$39.15
1 July 2019	\$39.75

31. Footwear and clothing

All Employees engaged on emergency duties will be issued with appropriate safety clothing, footwear and equipment and will maintain these items and wear such items as required.

32. Emergency Deployment Allowance

32.1 An Employee deployed from his/her office, depot or camp directly to the frontline of an emergency will be paid an allowance per hour, or part thereof, at the rates specified in the following table for all time so deployed, excluding travelling time as described in **clause 26.1** (Travelling Time) of this Appendix. This allowance is to compensate for:

- (a) all disabilities encountered whilst undertaking emergency work, including the dirty nature of the work; and
- (b) any ordinary time worked under the Emergency provisions, outside the normal spread of hours.

Date of effect	Per night
1 January 2016	\$5.70
1 July 2016	\$5.80
1 January 2017	\$5.90

Date of effect	Per night
1 July 2017	\$6.00
1 January 2018	\$6.10
1 July 2018	\$6.20
1 January 2019	\$6.30
1 July 2019	\$6.40

33. Emergency Support Allowance

33.1 Any Support Employees deployed from his/her office, depot or camp excluding travelling time as described in **clause 26.1(b)** (Travelling Time) of this Appendix, to perform duties will be paid an allowance per hour, or part thereof, at the rates specified in the following table to compensate for:

- (a) the nature of the work; and
- (b) any ordinary time worked under the emergency provisions outside the normal spread of hours:

Date of effect	Per hour
1 January 2016	\$2.00
1 July 2016	\$2.05
1 January 2017	\$2.10
1 July 2017	\$2.15
1 January 2018	\$2.20
1 July 2018	\$2.25
1 January 2019	\$2.30
1 July 2019	\$2.35

33.2 This allowance is to compensate for:

- (a) all disabilities encountered dealing with the emergency;
- (b) the nature of the work; and
- (c) any ordinary time worked under the emergency provisions outside the normal spread of hours.

34. Allowance for missed meal

34.1 In accordance with the provision of **clause 28** (Provision of Meals) of this Appendix the Employer will make every reasonable effort to provide meals to those deployed at an emergency. In those cases where a meal is not provided for a planned meal break, a meal will be provided after the completion of the shift and a missed meal allowance as follows will be paid:

Date of effect	Missed meal rate
1 January 2016	\$32.60
1 July 2016	\$33.10
1 January 2017	\$33.70
1 July 2017	\$34.20
1 January 2018	\$34.80
1 July 2018	\$35.30
1 January 2019	\$35.90
1 July 2019	\$36.45

35. Incident Control Team Payments

35.1 The following table applies to Employees while performing the role of Controller, Logistics, Planning or Operations Officer:

ICT Position	Type 1	Type 2	Type 3
Controller, Local Disease Control Centre Controller, SDCHQ Director	Top Grade 3.1	Top Grade 4	Top Grade 5
Planning	Top Grade 3.1	Base Grade 4	Mid Grade 5
Logistics Officers	Top Grade 2.1	Base Grade 4	Mid Grade 5
Operations	Top Grade 2.1	Base Grade 4	Mid Grade 5

35.2 Employees will be paid at their substantive rates or at the incident responsibility rates whichever is the greater.

35.3 Employees must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of 7.6 hours to receive incident responsibility rates.

35.4 If an Employee performs more than one of the Incident Control Team Functions in one 7.6 hour period, that Employee will be paid at the higher rate if they perform that role for more than 50 per cent of the period.

36. Payment of Overtime Ceiling

An Employee who is in receipt of salary up to the maximum of Grade 6 is eligible to receive payment for overtime and Stand-by in respect to emergency duties. Payment for overtime worked will be subject to the maximum payment being based on the hourly rate of the following salary (formerly the midpoint of a VPS 3):

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

Part 3 Fisheries Officers Matters

37. Application

Part 3 of this Appendix applies to employees classified as Fisheries Officers under the Fisheries Officers classification structure at **Clause 9** of **Schedule C**.

38. Fisheries Duty Officer

38.1 Except where the provisions of **clause 38.2** of this Appendix apply, where a Fisheries officer is a designated Duty Officer (13 FISH or equivalent) and is required to be the primary contact for initiating the response to an incident that Employee while performing this function will be paid the rates specified in the following table:

Date of effect	Day/Night rate	Night rate	Day rate - Weekend
1 January 2016	\$293.70	\$105.95	\$187.40
1 July 2016	\$298.10	\$107.55	\$190.20

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Date of effect	Day/Night rate	Night rate	Day rate - Weekend
1 January 2017	\$303.30	\$109.45	\$193.55
1 July 2017	\$307.85	\$111.10	\$196.45
1 January 2018	\$313.25	\$113.05	\$199.90
1 July 2018	\$317.95	\$114.75	\$202.90
1 January 2019	\$323.50	\$116.75	\$206.45
1 July 2019	\$328.35	\$118.50	\$209.55

- 38.2** Where a Fisheries officer is a designated Duty Officer (13 FISH) during the months October to April and is required to be the primary contact for initiating the response to an incident that Employee while performing this function will be paid the rates specified in the following table:

Date of effect	Day/Night rate	Night rate	Day rate - Weekend
1 January 2016	\$337.75	\$121.85	\$215.50
1 July 2016	\$342.80	\$123.70	\$218.75
1 January 2017	\$348.80	\$125.85	\$222.60
1 July 2017	\$354.05	\$127.75	\$225.90
1 January 2018	\$360.25	\$130.00	\$229.90
1 July 2018	\$365.65	\$131.95	\$233.35
1 January 2019	\$372.00	\$134.25	\$237.40
1 July 2019	\$377.60	\$136.25	\$241.00

39. Paid Rest Period for Fisheries Compliance Work

- 39.1** An Employee undertaking Fisheries compliance work shall not work in excess of 16 hours without the prior approval of the Operations Manager or his/her delegate.
- 39.2** If a work period exceeds 16 hours an Employee will at the conclusion of such work period receive a rest period of at least 8 hours duration, and will be paid an amount equivalent to 7.6 hours pay at ordinary rates. The 7.6 hours paid rest is to be paid in full and not offset against the next commencing time.

40. Replacement of Damaged Clothing – Fisheries Officers

Where a Fisheries Officer is directed to wear clothing other than uniforms or other clothing provided by the Department, and the clothing is damaged or destroyed as a direct consequence of the conduct of their duties as Fisheries Officer (excluding fair wear and tear) the Department will compensate the Officer for the damaged or destroyed clothing item.

41. Shift Work

The Provisions of **clause 35** (Shift Work) will apply to all VPS Employees employed as Fisheries Officers or Investigators within the Department of Economic Development, Jobs, Transport and Resources, Fisheries Victorian Field Services Branch.

Appendix 6 Department of Environment, Land, Water and Planning

Part 1 Emergency Work

1. Emergency Work

The terms of this **clause 1** apply in the circumstances of readiness for or upon the outbreak of a bushfire, Planned burn, or other emergency where the Australian Integrated Incident Management System (AIIMS) incident control system is used to manage the incident, or as defined in the *Emergency Management Act 2013* or as designated by the Employer. In these circumstances the terms of this clause will prevail to the extent of any difference over other provisions of **Section I**.

For clarification, these emergency provisions will apply when an employee is performing emergency related work as distinct from their ordinary duties and as directed by the designated Duty Officer.

Employees will be required to undertake a medical and fitness test relevant to their role to ensure they are fit to perform the role. The Employer will provide paid time release in accordance with its Fit for Fire Business Rule to all staff required to undertake such tests for the purpose of achieving required fitness levels.

All employees, including part time employees, are encouraged and will be actively supported to take on a fire and emergency management role. Wherever possible, the department will implement fire and emergency management rosters that accommodate flexible work arrangements and will afford part time employees the same opportunities as full time employees with regarding access to training and other professional development activities.

Employees will be provided with appropriate safety clothing, footwear and equipment according to departmental issue schedules, and will maintain these items and wear such items as required.

When camped, the Employer will provide adequate sleeping, ablution and messing facilities.

1.1 Retention of classification

An Employee will retain the classification upon which he/she was employed immediately prior to the outbreak of an emergency, provided that the Employer may for the purpose and during any period of emergency work operations specifically assign an Employee to another classification for which a higher wage rate is prescribed in which case appropriate payment will be made.

1.2 Fit for Emergency

Employees will be required to undertake a medical and fitness test relevant to their role to ensure they are fit to perform the role. The Employer will provide paid time

release in accordance with its Fit for Emergency Business Rule to all staff required to undertake such tests for the purpose of achieving required fitness levels.

The Employer will review the Fit for Emergency Business Rule by 30 June 2016 and ensure consistency of application across the State to provide time for staff to achieve and maintain required fitness levels.

1.3 Normal hours of work

The weekly total of hours paid at ordinary time will not exceed 38 per week to be worked in accordance with the normal accrual provisions.

1.4 Work period

The minimum work period, except as provided by **clauses 1.9** and **1.10** of this Appendix, will be 7.6 hours per day.

1.5 Rest period

- (a)** For any shift up to 16 hours in length an Employee will receive a minimum rest period of at least 10 continuous hours between successive work periods.
- (b)** Despite **clause 1.5(a)**, in critical emergency circumstances an Employee must not commence a new work period without having had 8 continuous hours off duty unless directed by the Employer.
- (c)** If an Employee is directed by the Employer and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.
- (d)** For any shift between 16 and 24 hours in length a minimum rest period of 12 continuous hours is required between successive work periods.
- (e)** For any shift exceeding 24 hours in length a minimum rest period of 22 continuous hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day. This is to allow one full night of sleep.
- (f)** Where the emergency arrangements require a weekly Employee to have a rest period which exceeds sixteen (16) hours, the Employee will not be penalized and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.
- (g)** Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.
- (h)** Where an Employee, who is scheduled for a rest break but for operational reasons is required to remain in a bushfire/emergency base camp or other accommodation on a Saturday and/or Sunday, the Employee will be paid for a

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minimum of 7.6 hours for each day they remain in the base camp at the appropriate weekend rates.

1.6 Meal interval

Meal intervals will not exceed 30 minutes and will be counted as time worked.

1.7 Monday to Friday payment

All time worked on any Monday to Friday (including time worked prior to emergency work) will be paid for at the rate of ordinary time for the first 7.6 hours and at the rate of time and one half for the next 2 hours, and at the rate of double time thereafter. Provided that:

- (a) the wage rate will revert to ordinary time when the Employee has received a rest period of 8 hours; and
- (b) when penalty rates are being paid, and a work period extends beyond midnight, such penalty rates will continue until the end of the work period.

1.8 Saturday work

Except where the provisions of **clause 1.7(b)** apply all time worked by an Employee on a Saturday will be paid for at the rate of time and one half for the first two hours and at double time thereafter.

1.9 Sunday and Public Holiday work

All time worked by an Employee on a Sunday will be paid for at double the ordinary prescribed rate and for all time worked on a Public Holiday at two and one half times the ordinary Planned rate.

1.10 Stand-by

- (a) Stand-by will mean all time during which an Employee is required to remain available for an immediate recall to work.
- (b) An Employee on stand-by will be available either at his/her home or at such other place as is mutually agreed with the Employer.
- (c) From 1 January 2016 stand-by payment will be calculated on the basis of \$16.60 per hour. Such amount will be rounded to the nearest 5 cents. Thereafter the allowances will be as follows:

Date of effect	Per hour
1 January 2016	\$16.60
1 July 2016	\$16.85
1 January 2017	\$17.15
1 July 2017	\$17.40
1 January 2018	\$17.70

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Date of effect	Per hour
1 July 2018	\$17.95
1 January 2019	\$18.25
1 July 2019	\$18.55

- (d) Stand-by for Employees on Saturdays, Sundays and Public Holidays will mean an eight hour period between 10.00am and 10.00pm. Where fire conditions dictate, the stand-by may be extended past 10.00pm and paid according to the rate specified in **clause 1.10(c)**. Unless notified a minimum of 48 hours prior to stand-by commencing, the default stand-by hours will be 10.00am to 6.00pm.
- (e) An Employee who is rostered to stand-by on a Saturday, Sunday or Public Holiday will be entitled to 8 hours stand-by payment for each day so rostered.
- (f) Provided that the Employee will be entitled to only 4 hours stand-by pay for each day so rostered if, by normal knock off time on the preceding day if that day is an ordinary working day or 5.00 pm otherwise, he/she is notified that stand-by for that Saturday, Sunday and/or Public Holiday has been cancelled.
- (g) During the period from November to April an Employer may, on any normal week day which has a high fire danger rating, place an Employee on stand-by at the cessation of the normal working time for the day and/or his/her departure from the place where he/she normally ceases work for the day. Payment will be made from the normal time of cessation of work at the rate as provided in **clause 1.10(c)**.
- (h) Where an Employee is called upon to perform fire fighting work on any day that he/she is on stand-by, he/she will in addition to his/her entitlements under **clause 1.11**, be paid for all stand-by performed on that day which is not paid for under **clause 1.11**.
- (i) Where an Employee is a designated Duty Officer on stand-by and is required to be the primary contact for initiating the response to an incident and manage the preparedness in relation to potential emergency incidents, that Employee while performing this function will be paid the relevant rate as follows:
- (i) The day rate (weekend/public holiday) of Duty Officer stand-by covers the period 10.00am to 6.00pm and will be as follows:

Date of effect	Day	Per hour
1 January 2016	\$193.70	\$24.21
1 July 2016	\$196.60	\$24.76
1 January 2017	\$200.05	\$25.00
1 July 2017	\$203.05	\$25.26
1 January 2018	\$206.60	\$25.83

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Date of effect	Day	Per hour
1 July 2018	\$209.70	\$26.21
1 January 2019	\$213.35	\$26.67
1 July 2019	\$216.55	\$27.07

- (ii) If the Duty Officer is recalled to perform work during the hours 10.00am to 6.00pm in accordance with **clause 1.11**, the Duty Officer will be paid overtime at appropriate penalty rates instead of the above hourly day rate.
- (iii) The night rate of Duty Officer stand-by covers the period 6.00pm to 10.00am and will be as follows:

Date of effect	Night rate (6pm – 10am)
1 January 2016	\$109.40
1 July 2016	\$111.05
1 January 2017	\$113.00
1 July 2017	\$114.70
1 January 2018	\$116.70
1 July 2018	\$118.45
1 January 2019	\$120.50
1 July 2019	\$122.30

- (iv) If the Duty Officer is recalled to perform work during the hours 6.00pm to 10.00am in accordance with **clause 1.11**, the Duty Officer will be paid overtime at appropriate penalty rates in addition to the night rate of Duty Officer stand-by.
- (v) The above allowances are paid for being available to perform duty and will include initial limited response to any form of communication (example, text message, email, phone call, pager, radio call), as long as the subject of the communication does not require further following up.
- (vi) All work after the initial limited response will be remunerated as overtime. The minimum overtime payment in **clause 1.11** does not apply. Overtime payments will be paid as worked.
- (vii) An employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in **clause 1.11**.
- (viii) An employee conducting any Duty Officer role shall be paid Emergency Support Allowance for any normal work hours whilst conducting duties

related to the duty role being filled. For example, a District Duty Officer spends 4 hours of a normal working day performing DDO tasks.

1.11 Callout

- (a) An Employee recalled to perform work in or in connection with bushfire fighting or other emergency will be paid for a minimum for four (4) hours' work at the appropriate penalty rate each time he/she is so recalled. Provided that the Employee will not be required to work the full 4 hours if the job for which he/she is recalled is completed in a shorter period.
- (b) In addition to this initial four (4) hours, if work continues for more than this period, the Employee will be paid for the actual time worked, at appropriate penalty rates.
- (c) If an Employee is recalled to duty within 4 hours of ceasing a previous work period, then the total work period prior to re-commencement of work on the recall will be taken into account when calculating the hours of duty for the day, and also be used for the purposes of calculating a 16 hour work period.

1.12 Travelling time

All time spent by an Employee in proceeding to and from a bushfire or other emergency at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the Employer's depot, camp or normal pick-up place in the home district provided that:

- (a) An Employee deployed to a fire sector (as defined) or other emergency location, travelling directly to or from that fire sector or other emergency location, will have that travelling time included as fire fighting time for the purposes of **clauses 1.7 and 1.15**.
- (b) Time spent travelling to or from a distant depot, camp, office or staging point (from where an Employee will receive deployment instructions) will count as time worked, however it will not attract payments under **clause 1.15**.

1.13 Resumption of normal duties

- (a) An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.
- (b) Each Employee who has been engaged on emergency work will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.
- (c) Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.
- (d) Provided further that this provision will not apply with respect to any emergency work commenced and completed between the hours of 7.00am and 5.00pm on the same day.
- (e) Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.

- (f) The emergency response provisions of this Appendix cease to apply when, as determined by the Employer, emergency work becomes of a routine nature and integrated with normal daily operations. In the case of a bushfire, this would occur only after an emergency has reached at least “Under Control 2” bushfire status (as defined).
- (g) **Rest periods for deployments between emergency duties**
- (i) A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or 4 consecutive nights (plus 2 days travel time).
- (ii) Prior to returning to normal duties, where there has been a combination of normal duties and fire duties of:
- 7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; and
 - 10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.
- (iii) Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided
- (iv) Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.
- (v) Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day’s pay for the Public Holiday.
- (vi) Where an Employee travels for 2 hours or less from the base camp to their home depot at the conclusion of a tour of duty, the day of travel will be considered a day’s break in accordance with **clauses 1.13(g)(i)** and **1.13(g)(ii)** above.

1.14 Provision of meals

- (a) The Employer will provide the usual 3 meals per day, provided that where an Employee is required to work at night the Employer will provide suitable provisions at reasonable intervals. All food supplied by the Employer will be free of charge.
- (b) The Employer will make every reasonable effort to provide meals to those deployed at an emergency. In those cases where a meal is not provided for a planned meal break, a meal will be provided after the completion of the shift.
- (c) At Planned Burns lunch will only be provided where Employees have been accommodated the previous night.

1.15 Emergency Field Allowance

- (a) An Employee deployed from his/her depot or camp directly to an Emergency Sector, fire sector or equivalent will be paid an allowance as follows per hour, or part thereof, for all time so deployed, excluding travelling time as described in **clause 1.12(b)**:

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Date of effect	Per hour
1 January 2016	\$12.20
1 July 2016	\$12.40
1 January 2017	\$12.60
1 July 2017	\$12.80
1 January 2018	\$13.00
1 July 2018	\$13.20
1 January 2019	\$13.45
1 July 2019	\$13.65

- (b) This allowance is to compensate for:
- (i) all disabilities encountered whilst fire fighting, including the potential dangerous and dirty nature of the work and the potential exposure to hazardous substances; and
 - (ii) any ordinary time worked under the emergency provisions, outside the normal spread of hours.
- (c) The Emergency Field Allowance will be paid to staff with air borne roles and air base personnel involved in retardant mixing, aircraft refuelling, aerial drip torch mixing and aircraft marshalling.
- (d) Once the bushfire is declared Under Control 2 payment of the Emergency Field Allowance will cease.
- (e) The parties to this Agreement intend to treat Planned burning operations as emergency work, remunerate that work by payment of the Emergency Field Allowance, and subject planned burns to all of the conditions of emergency work including hours arrangements.

1.16 Emergency Support Allowance

- (a) Any Support Employees deployed to an emergency, excluding travelling time as described in **clause 1.12(b)**, to perform duties will be paid an allowance as follows per hour, or part thereof:

Date of effect	Per hour
1 January 2016	\$6.20
1 July 2016	\$6.30
1 January 2017	\$6.40

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Date of effect	Per hour
1 July 2017	\$6.50
1 January 2018	\$6.60
1 July 2018	\$6.70
1 January 2019	\$6.80
1 July 2019	\$6.90

- (b) This allowance is to compensate for:
- (i) the nature of the work; and
 - (ii) any ordinary time worked under the emergency provisions outside the normal spread of hours.

1.17 Incident Management Team Responsibility Payments

- (a) The following table applies to Employees who are trained and/or accredited to perform the following roles identified in the AIIMS structure. For the purposes of Incident Management Team Responsibility Payments, where no accreditation currently exists this has been identified as no level below.

(i) **Effective 1 January 2016**

IMT role	Level 3	Level 2	Level 1	No level
Incident Controller	\$6,000	\$3,600	\$2,300	N/A
Operations Officer	\$3,600	\$2,300	\$1,000	N/A
Public Information Officer	\$3,600	\$2,300	N/A	N/A
Planning Officer	\$3,600	\$2,300	N/A	N/A
Logistics Officer	\$2,300	\$1,000	N/A	N/A
Situation Officer	\$2,300	\$1,000	N/A	N/A
Resources Officer	\$2,300	\$1,000	N/A	N/A
State Agency Commander	N/A	N/A	N/A	\$3,600
Regional Controller	N/A	N/A	N/A	\$3,600
Regional Agency Commander	N/A	N/A	N/A	\$2,300
Sector Commander	N/A	N/A	N/A	\$2,300

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IMT role	Level 3	Level 2	Level 1	No level
District Duty Officer	N/A	N/A	N/A	\$2,300
Burn Officer-in Charge	N/A	N/A	N/A	\$2,300
Warnings and Advice Officer	N/A	N/A	N/A	\$1,000
Crew Leader	N/A	N/A	N/A	\$1,000
Air Attack Supervisor	N/A	N/A	N/A	\$1,000
Safety Officer	N/A	N/A	N/A	\$1,000
Airbase Manager	N/A	N/A	N/A	\$1,000
Aircraft Officer	N/A	N/A	N/A	\$1,000
Communications Planner	N/A	N/A	N/A	\$1,000
Medical Unit Leader	N/A	N/A	N/A	\$1,000
Fire Behaviour Analyst	N/A	N/A	N/A	\$1,000

(ii) Effective 1 January 2017

IMT role	Level 3	Level 2	Level 1	No level
Incident Controller	\$6,195	\$3,717	\$2,375	N/A
Operations Officer	\$3,717	\$2,375	\$1,033	N/A
Public Information Officer	\$3,717	\$2,375	N/A	N/A
Planning Officer	\$3,717	\$2,375	N/A	N/A
Logistics Officer	\$2,375	\$1,033	N/A	N/A
Situation Officer	\$2,375	\$1,033	N/A	N/A
Resources Officer	\$2,375	\$1,033	N/A	N/A
State Agency Commander	N/A	N/A	N/A	\$3,717
Regional Controller	N/A	N/A	N/A	\$3,717
Regional Agency Commander	N/A	N/A	N/A	\$2,375
Sector Commander	N/A	N/A	N/A	\$2,375

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District Duty Officer	N/A	N/A	N/A	\$2,375
Burn Officer-in Charge	N/A	N/A	N/A	\$2,375
Warnings and Advice Officer	N/A	N/A	N/A	\$1,033
Crew Leader	N/A	N/A	N/A	\$1,033
Air Attack Supervisor	N/A	N/A	N/A	\$1,033
Safety Officer	N/A	N/A	N/A	\$1,033
Airbase Manager	N/A	N/A	N/A	\$1,033
Aircraft Officer	N/A	N/A	N/A	\$1,033
Communications Planner	N/A	N/A	N/A	\$1,033
Medical Unit Leader	N/A	N/A	N/A	\$1,033
Fire Behaviour Analyst	N/A	N/A	N/A	\$1,033

(iii) Effective 1 January 2018

IMT role	Level 3	Level 2	Level 1	No level
Incident Controller	\$6,396	\$3,838	\$2,452	N/A
Operations Officer	\$3,838	\$2,452	\$1,067	N/A
Public Information Officer	\$3,838	\$2,452	N/A	N/A
Planning Officer	\$3,838	\$2,452	N/A	N/A
Logistics Officer	\$2,452	\$1,067	N/A	N/A
Situation Officer	\$2,452	\$1,067	N/A	N/A
Resources Officer	\$2,452	\$1,067	N/A	N/A
State Agency Commander	N/A	N/A	N/A	\$3,838
Regional Controller	N/A	N/A	N/A	\$3,838
Regional Agency Commander	N/A	N/A	N/A	\$2,452
Sector Commander	N/A	N/A	N/A	\$2,452
District Duty Officer	N/A	N/A	N/A	\$2,452

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Burn Officer-in Charge	N/A	N/A	N/A	\$2,452
Warnings and Advice Officer	N/A	N/A	N/A	\$1,067
Crew Leader	N/A	N/A	N/A	\$1,067
Air Attack Supervisor	N/A	N/A	N/A	\$1,067
Safety Officer	N/A	N/A	N/A	\$1,067
Airbase Manager	N/A	N/A	N/A	\$1,067
Aircraft Officer	N/A	N/A	N/A	\$1,067
Communications Planner	N/A	N/A	N/A	\$1,067
Medical Unit Leader	N/A	N/A	N/A	\$1,067
Fire Behaviour Analyst	N/A	N/A	N/A	\$1,067

(iv) Effective 1 January 2019

IMT role	Level 3	Level 2	Level 1	No level
Incident Controller	\$6,604	\$3,963	\$2,532	N/A
Operations Officer	\$3,963	\$2,532	\$1,102	N/A
Public Information Officer	\$3,963	\$2,532	N/A	N/A
Planning Officer	\$3,963	\$2,532	N/A	N/A
Logistics Officer	\$2,532	\$1,102	N/A	N/A
Situation Officer	\$2,532	\$1,102	N/A	N/A
Resources Officer	\$2,532	\$1,102	N/A	N/A
State Agency Commander	N/A	N/A	N/A	\$3,963
Regional Controller	N/A	N/A	N/A	\$3,963
Regional Agency Commander	N/A	N/A	N/A	\$2,532
Sector Commander	N/A	N/A	N/A	\$2,532
District Duty Officer	N/A	N/A	N/A	\$2,532
Burn Officer-in Charge	N/A	N/A	N/A	\$2,532

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Warnings and Advice Officer	N/A	N/A	N/A	\$1,102
Crew Leader	N/A	N/A	N/A	\$1,102
Air Attack Supervisor	N/A	N/A	N/A	\$1,102
Safety Officer	N/A	N/A	N/A	\$1,102
Airbase Manager	N/A	N/A	N/A	\$1,102
Aircraft Officer	N/A	N/A	N/A	\$1,102
Communications Planner	N/A	N/A	N/A	\$1,102
Medical Unit Leader	N/A	N/A	N/A	\$1,102
Fire Behaviour Analyst	N/A	N/A	N/A	\$1,102

- (b) Payment will be made to an Employee as a lump sum upon verification in April of each year of their training currency, attendance at annual updates and availability to be deployed over the previous year.
- (c) For clarification, to be deemed available, an employee must be able to be deployed to fulfil an Emergency role for fire and emergency readiness and response or planned burning on request for a minimum of 25 days per financial year, to be calculated pro-rata for Part-Time Employees. The 25 days may comprise any combination of the following:
- (i) Eight (8) hours of stand-by (including Duty Officer stand-by).
 - (ii) Deployment to a fire or other emergency or planned burn within the State of Victoria (including travel days).
 - (iii) Deployment to a fire or other emergency or planned burn outside of the State of Victoria (including travel days and mandated rest days).
 - (iv) Deployment to a readiness event, exercise or attendance at briefing or training activity that is mandatory requirement for an Employee's Emergency role. Employees accredited in more than one role will only receive payment for the highest role.

1.18 Payment of Overtime Ceiling

- (a) An Employee who is in receipt of salary up to the maximum of Grade 6 is eligible to receive payment for overtime and stand-by in respect to fire suppression duties. Payment for overtime worked will be subject to the maximum payment being based on the hourly rate of the following salary as follows:

Date of effect	Rate (hourly rate of annual salary)
1 January 2016	\$73,557

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Date of effect	Rate (hourly rate of annual salary)
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (b) Where an Employee’s ordinary time hourly rate is greater than the maximum payment provided by the table above, the Employee is entitled to receive their ordinary time hourly rate for overtime worked.

1.19 Definitions

- (a) **Fire Sector** means a defined section of the control line being used to contain a bushfire or being constructed to control a bushfire or being constructed as a backup to other lines being used to control the bushfire.
- (b) **Planned Burn** means the controlled application of fire to a defined area of land conducted in accordance with an approved burn plan to meet specified management objectives.
- (c) **Emergency Sector** means any emergency response work conducted primarily in the field under an AIIMS structure or similar, or any other emergency management structure which differentiates the work from normal business.
- (d) The definition of **Duty Officer** includes District Duty Officer, Regional Agency Commander, Regional Controller, State Agency Commander or other role determined by the Secretary.
- (e) **Emergency** as defined in the *Emergency Management Act 2013* means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person in Victoria or which destroys or damages, or threatens to destroy or damage, any property in Victoria or endangers or threatens to endanger the environment or an element of the environment in Victoria including, without limiting the generality of the foregoing -
- (i) an earthquake, flood, wind storm or other natural event; and
 - (ii) a fire; and
 - (iii) an explosion; and
 - (iv) a road accident or any other accident; and

- (v) a plague or an epidemic or contamination; and
 - (vi) a warlike act or act of terrorism, whether directed at Victoria or a part of Victoria or at any other State or Territory of the Commonwealth; and
 - (vii) a hi-jack, siege or riot; and
 - (viii) a disruption to an essential service;
- (f) **Bushfire** means an unplanned and uncontrolled fire where suppression action must be initiated, or a major breakaway from a planned fire requiring additional resources to that scheduled for the operation.
- (g) **Bushfire status** means the categorisation of a bushfire into one of the five following definitions:
- (h) **Going** – Fire is expanding in a certain directions. There is reasonable evidence (a smoke sighting, a report has been received from the public) to suggest that a fire exists and is expanding.
- (i) **Contained** – Indicates that the spread of the fire is halted even though it may still be burning within the perimeter or control lines. Such a fire may still require continuous suppression action (eg. completion of fire control lines) before it is ‘under control’ to bring about a ‘controlled’ situation (status = ‘Under Control 1’).
- (j) **Under Control 1** (fire incident status) – The complete perimeter of the fire is secured, no breakaway is expected and continuous patrol/mopping up is still required.
- (k) **Under Control 1** (burn status) – The complete perimeter of the planned area of the burn is secured and no break away is expected. Continuous patrol and mopping up work is required. Fuels are not burning freely within the planned area.
- (l) **Under Control 2** (fire incident status) – The complete perimeter of the fire is secured, and no breakaway is expected. Control line quality or depth is such that only patrol is required. In most circumstances this status will mean reversion to non-emergency provisions in industrial awards.
- (m) **Under Control 2** (burn status) – The complete perimeter of the fire is secured and no breakaway is expected. Control line quality or depth is such that only patrol is required. Only routine patrol and occasional mopping up work is required.
- (n) **Safe** – The stage of fire suppression or Planned burning when it is considered that no further suppression action or patrols are necessary.

1.20 Rosters

- (a) A standard approach to rostering for fire is to be adopted across the state.
- (b) Rosters are to be developed by 1 July each year. Affected Employees will be provided with the opportunity to comment on the roster prior to it being finalised for activation. Where new Employees commence after the finalisation of the roster, it may be updated accordingly.

- (c) Minimum Information in roster to include:
 - (i) Frequency of Employees being rostered (eg. one week in two)
 - (ii) Cessation date of roster
 - (iii) Rostered roles
 - (iv) Application of the roster (i.e. weekdays, weekends and/or after hours)
 - (v) Whether the roster includes deployments away from their usual place of work.
- (d) Employees shall be notified of the commencement of the roster at least four weeks in advance.
- (e) Once finalised, the roster may be amended following consultation and agreement with affected Employee/s.
- (f) Once the roster is activated by the Employer, Employees will be paid all allowances (stand-by payment and other) until the cessation date of the roster as determined by the Employer.

Part 2 Overtime

2. Overtime

Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **Part 1** of this Appendix.

2.1 Time In Lieu

- (a) In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the local manager, work hours in excess of the normal working day and accrue a balance of time worked.
- (b) In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.
- (c) A maximum of 76 hours time in lieu may be accrued.
- (d) The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.
- (e) The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.
- (f) Subject to the approval of the Employer, the Employee may choose to work on a public holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.

- (g) An Employee who with the agreement of their Employer substitutes a public holiday for another day to observe other religious or cultural occasions of significance to the Employee will be paid at the ordinary rate of pay for work on that public holiday.

2.2 Paid Overtime

- (a) The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.
- (b) Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work shift work, the overtime will be paid overtime and subject to **clauses 2.2(c) to 2.2(f)**.
- (c) Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee’s family commitments. The Employee will provide an explanation at the time of refusing the overtime.
- (d) The Employer will ensure that work is organized in such a way that the requirement to perform overtime is not a regular occurrence.
- (e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary as follows (formerly the midpoint of a VPS 3):

Date of effect	Rate (hourly rate of annual salary)
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary in the table below. Shift work Employees who have already completed a rostered day of 7.6 hours will

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be paid overtime on a Saturday or Sunday (excluding Public Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary as follows (formerly the midpoint of a VPS 3):

Date of effect	Rate (hourly rate of annual salary)
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary as follows (formerly the midpoint of a VPS 3):

Date of effect	Rate (hourly rate of annual salary)
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (h) All overtime calculations will be rounded up to the next quarter of an hour.
- (i) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.

Part 3 Allowances

3. Camping Allowance

The Camping Allowance will be payable in the following circumstances:

- (a) Where an Employee is required to camp out or reside in tented or temporary accommodation.
- (b) Where commercially provided accommodation is below an acceptable standard. Acceptable standards will include all types of hotels, motels and cabin accommodation with three star permanent standard.

Three Star standard must include:

- (i) Clean bed linen provided
 - (ii) Appropriate heating and cooling
 - (iii) Meals available either directly or indirectly
 - (iv) House keeping cleans after each booking
 - (v) Ablution facilities that are in room or close to the room
- (c) The Allowance rate in this clause is contained in the table below:

Date of effect	Rate per night
1 January 2016	\$35.55
1 July 2016	\$36.10
1 January 2017	\$ 36.75
1 July 2017	\$37.30
1 January 2018	\$37.95
1 July 2018	\$38.50
1 January 2019	\$39.15
1 July 2019	\$39.75

4. Non-Emergency Stand-by

- 4.1 An Employee who is required by the Employer as part of their duties to be on stand-by and available to return within a specified maximum period of time to undertake duty outside their normal hours of duty will be compensated at the rate as follows:

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Date of effect	Rate per night	Rate per day night
1 January 2016	\$48.95	\$98.00
1 July 2016	\$49.70	\$99.50
1 January 2017	\$50.55	\$101.25
1 July 2017	\$51.30	\$102.75
1 January 2018	\$52.20	\$104.55
1 July 2018	\$53.00	\$106.10
1 January 2019	\$53.95	\$107.95
1 July 2019	\$54.75	\$109.55

- 4.2** The above allowances are paid for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of the telephone call or email does not require further following up. All work after the initial limited response will be remunerated as overtime.
- 4.3** An Employee who is required to return to work when on stand-by will be compensated for each hour or part hour worked, in accordance with the overtime provisions in **Part 2** of this Appendix.
- 4.4** Employees must be paid for a minimum of three hours (3) when they are recalled to duty.
- 4.5** Stand-by allowances will not apply where stand-by is explicitly incorporated as incidents of employment into total remuneration or is otherwise compensated.

5. Remote Locations

- 5.1** Factors taken into consideration in determining the remote status of a work centre are:
- (a) distance from a large town;
 - (b) degree of isolation or distance from shops and services;
 - (c) requirements for additional cost of living;
 - (d) hardships including impact on spouse and children;
 - (e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;
 - (f) availability of medical facilities;
 - (g) involvement of family members in delivering Departmental services; and
 - (h) prior demonstrated difficulty in attracting Employees to the location.

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5.2 Two levels of Remote Location Allowance are available: (i) Highly Remote and (ii) Remote.

(a) The locations are listed below:

Rating	North West	North East	Gippsland	Central
(i) Highly Remote	Underbool	Mitta Mitta	Bendoc Dargo	N/A
(ii) Remote	Hopetoun Hattah Wyperfeld Werrimul Nhill	Corryong	Cann River Swifts Creek Mallacoota Tidal River	French Island

(b) The following categories apply:

Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
High remote allowance					
1 January 2016	\$4,805	\$8,013	\$3,365	\$5,605	\$3,207
1 July 2016	\$4,877	\$8,133	\$3,415	\$5,689	\$3,255
1 January 2017	\$4,962	\$8,275	\$3,475	\$5,789	\$3,312
1 July 2017	\$5,036	\$8,399	\$3,527	\$5,876	\$3,362
1 January 2018	\$5,124	\$8,546	\$3,589	\$5,979	\$3,421
1 July 2018	\$5,201	\$8,674	\$3,643	\$6,069	\$3,472
1 January 2019	\$5,292	\$8,826	\$3,707	\$6,175	\$3,533
1 July 2019	\$5,371	\$8,958	\$3,763	\$6,268	\$3,586
Remote allowance					
1 January 2016	\$2,885	\$4,805	\$1,923	\$3,207	\$1,605
1 July 2016	\$2,928	\$4,877	\$1,952	\$3,255	\$1,629
1 January 2017	\$2,979	\$4,962	\$1,986	\$3,312	\$1,658
1 July 2017	\$3,024	\$5,036	\$2,016	\$3,362	\$1,683
1 January 2018	\$3,077	\$5,124	\$2,051	\$3,421	\$1,712

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Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
1 July 2018	\$ 3,123	\$5,201	\$2,082	\$3,472	\$1,738
1 January 2019	\$3,178	\$5,292	\$2,118	\$3,533	\$1,768
1 July 2019	\$3,226	\$5,371	\$2,150	\$3,586	\$1,795

- (c) The categories of locations listed above are used for payment of the following allowances:
- (i) For Employees in Category (i) and (ii) locations there is recognition of the cost and inconvenience of living and working at that location through payment of an allowance in addition to salary. Starting salary should be increased by an amount of allowance within the range shown in the above table. This allowance is paid in addition to salary for disabilities associated with living and working at the remote location, and will cease to be paid when the Employee ceases to be employed at that remote location. This allowance is to be paid in addition to the negotiated starting salary. Starting salary payments are to be endorsed by the relevant delegate.
 - (ii) This allowance is to be paid fortnightly to ongoing and seasonal employees (pro rata) who live and work at the remote location. Casuals are not eligible for the payment.
 - (iii) Employees in category (i) and (ii) locations can in addition receive a one off payment as follows at the commencement of residence at the location. This is an added inducement to attract Employees. Payments are to be endorsed by the relevant delegate.

6. Overseas And Interstate Allowance

- 6.1** When an Employee travels overseas or interstate on an Employer sanctioned trip, the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any additional expenses relating to the trip on return. These costs will include
- (a) Accommodation, meals and other incidental expenses associated with the trip.
 - (b) Overseas accommodation and meals will be at a standard equivalent to that associated with travel within Australia.
- 6.2** Before travelling overseas the Employer and Employee will agree on what is likely to be an appropriate rate of expenses (taking into account fluctuations with the Australian dollar) and these monies will be advanced to the Employee prior to travel.

Part 4 Customer Service Centre

7. CSC Work Environment

- 7.1 CSC Employees will be provided with optional eye and ear tests paid for by the employer.
- 7.2 The Employer will ensure that the CSC is fitted out to an appropriate Australian Standard concerning acoustic controls to reduce noise.

8. CSC Practice Principles

- 8.1 A guiding principle for communication is the acknowledgment that Employees' experience and ideas add value to the quality of service the CSC can deliver.
- 8.2 All CSC team members will be given the opportunity to participate in team meetings on a regular basis.

9. Training and Development

- 9.1 The parties commit to forming a joint CPSU/DELWP working group to review vocational training and development appropriate to the CSC within the first 12 months of the Agreement.

Appendix 7 Ministerial Chauffeurs

1. Application

This Appendix applies to Ministerial Chauffeurs.

2. Hours of Work

2.1 The ordinary hours of work are 106 in each cycle of 2 consecutive weeks.

- (a) Log Books are to be kept as required by management.
- (b) The two (2) week period encompassing the 106 hours, as specified in **clause 2.1** above, commences on the Sunday of each non-pay week and concludes on the Saturday immediately following pay day.

2.2 The Employee is required to complete time sheets that records driving jobs and provides passenger verification of Overtime claims. Time sheets are to be submitted by the Tuesday immediately following the end of a reporting period.

3. Overtime

3.1 Overtime is defined as the hours worked, at the direction of the Employer, whether performed on the Employer's premises or at some other locations including at the Employee's home which are:

- (a) in excess of 106 hours in the agreed 2 week period specified in **clause 2.1** above; or
- (b) outside the span of hours; or
- (c) on a Public Holiday.

3.2 Where a Ministerial Chauffeur is directed by the Employer to work:

- (a) in excess of 106 hours per fortnight; or
- (b) on a Public Holiday; or
- (c) outside the individually negotiated and agreed hours of duty;

then the Employee will be paid overtime at the rate of one and a half times their ordinary rate of salary, with the proviso that the maximum salary to be used in calculating paid overtime will be as specified in the table below for the hours in excess of the standard 106 hour fortnight.

Date of effect	Annual salary
1 January 2016	\$75,699.00

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Date of effect	Annual salary
1 July 2016	\$76,834.00
1 January 2017	\$78,179.00
1 July 2017	\$79,352.00
1 January 2018	\$80,741.00
1 July 2018	\$81,952.00
1 January 2019	\$83,386.00
1 July 2019	\$84,637.00

(d) The formula applied to calculate payment for overtime will be as follows:

$$\frac{\text{annual salary}}{365.25} \times 14 \times \frac{1}{1} \times \frac{3}{2}$$

(e) Alternatively, by Agreement, the Employee will be entitled to time in lieu of payment for overtime on the basis of one hour in lieu for each hour of overtime. Arrangements for accessing time in lieu are to be agreed between the manager and Employee.

- 3.3** Where overtime is worked on a Public Holiday, Employees will receive a minimum payment of 4 hours.
- 3.4** The Employer/Employee will not unreasonably refuse requests for relief where reasonable notice for such relief requests has been provided.
- 3.5** The Employer may direct the Employee to perform overtime work where:
- (a) such work is unavoidable because of work demands; and
 - (b) reasonable notice of the requirement to work overtime is given by the Employer.
- 3.6** Where, due to the unpredictability of work, the Employer is unable to provide reasonable notice and the Employee has already worked the agreed component of overtime for each week, the Employee may refuse the overtime work if this would impose personal hardship or interfere with an Employee's family commitments.
- 3.7** Reasonable time incurred in travelling to or from the Employee's residence for the commencement or cessation of duties, either at the Employee's usual place of employment or at some other location, shall not be included for the purpose of calculating overtime or counted as time worked unless the travelling time is:
- (a) undertaken outside the ordinary hours of work; and
 - (b) is in excess of the travelling time incurred by the Employee in travelling between the Employee's residence and the Employee's usual place of employment.

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- 3.8** An Employee must be provided with a minimum recall of 4 hours when they are either recalled to duty or on stand-alone overtime. This four hours shall comprise three hours payment and one hour of time in lieu of payment, to be used within three months of accrual. Unless otherwise agreed between the Employee and the Employer, Employees who work the full four hours of recall to duty shall be paid for fours of overtime and time in lieu shall not be provided.
- 3.9** In order to ensure driver and passenger safety, Ministerial Chauffeurs are not required to work excessive hours. In addition, to facilitate equitable distribution of available overtime, Ministerial Chauffeurs must notify the Employer when approaching 50 hours overtime worked over a 2 week period, inclusive of the 30 hours overtime that is built into the Employees' ordinary annual salary. In order to maintain services to allocated passengers, the Employer may seek to provide a replacement chauffeur, hire car or suggest other arrangements.
- 3.10** To support the Employer's position on Occupational Health & Safety the total number of Overtime hours worked by Ministerial Chauffeurs is limited to 100 hours in a four (4) weekly period. This limit includes the 30 hours overtime per two (2) week period compensated for in Employees' ordinary salary. Further:
- (a)** if there is an exceptional requirement for a Ministerial Chauffeur to exceed the limit, the Employer must be notified in advance, using the relevant form. The Employer will not approve requests to exceed the overtime limit specified in **clause 3.10** above if in the opinion of the Employer the excess overtime will create a risk to the health and safety of an Employee or will result in driver fatigue; and
 - (b)** on any day overtime is claimed the Ministerial Chauffeur will advise the Employer that appropriate and adequate rest breaks have been taken during the period on duty by making a notation for that day on the timesheet.
- 3.11** An Employee required to work, as a result of an emergency situation, during or after a rest period is due will receive overtime compensation in accordance with this Agreement for all time worked until a rest period of at least 8 hours continuous duration is taken.
- 3.12** To assist in ensuring that Employees receive an 8 hour break between the end of a period of overtime and any further period of ordinary time or overtime, the Employer will suggest alternative transport arrangements to passengers.

4. Allowances And Expenses

4.1 Overtime Meal Expenses

- (a)** An Employee will be eligible to receive an overtime meal payment if the Employee is required to work a period of overtime which:
 - (i)** is immediately before or after a scheduled period of ordinary duty and is more than two hours in duration; or
 - (ii)** is a stand-alone period of overtime that is four hours or more in duration.
- (b)** The categories of meal payments are:

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- (i) In the case where the duration of the overtime includes the period between 6:00pm and 7:00pm:
- **Category A** – where an Employee takes a meal break of one hour at any time prior to completing the overtime; or
 - **Category B** – where an Employee either takes a meal break of less than one hour but not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.
- (ii) In all other cases, **Category C** will be paid where the Employee either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

- (c) The rates of payment for an Employee required to work overtime and entitled to a meal payment under **clause 4.1(a)** are:

Date of effect	Category A	Category B	Category C
1 January 2016	\$25.70	\$17.60	\$19.15
1 July 2016	\$26.10	\$17.85	\$19.45
1 January 2017	\$26.55	\$18.15	\$19.80
1 July 2017	\$26.95	\$18.40	\$20.10
1 January 2018	\$27.40	\$18.70	\$20.45
1 July 2018	\$27.80	\$19.00	\$20.75
1 January 2019	\$28.30	\$19.35	\$21.10
1 July 2019	\$28.70	\$19.65	\$21.40

4.2 Expenses – Travel

- (a) As far as possible, the Employer will arrange to pay accommodation providers directly for breakfast, dinner and accommodation associated with overnight or part-day travel in the course of normal duties. If this is not possible, the Employer will reimburse the Employee for these costs upon production of receipts. Reimbursement will be up to the Reasonable Benefit Limits determined by the Australian Tax Office.
- (b) Absence from the normal place of work does not in itself validate a claim for payment of expenses. Where the Employee is required to report for or perform duties away from their normal work location, only the additional costs incurred above those ordinarily borne by the Employee will be reimbursed.

4.3 Incidental Expenses

Incidental expenses will be reimbursed in accordance with this Agreement.

4.4 Telephones

Full-time Ministerial Chauffeurs will be provided with mobile telephones for work purposes. Expenses for mobile telephones will be paid in accordance with this Agreement.

4.5 Uniforms

(a) The uniform as described in **clause 4.5(b)** below, must be worn at all times while on duty. Uniforms may only be worn for work purposes. A Ministerial Chauffeur who presents for work in other than the required uniform will be considered ineligible for duties.

(b) Upon commencement of employment Ministerial Chauffeurs will be provided with the following items of uniform:

(i) 2 trousers / skirts (navy)

(ii) 2 jackets (navy)

(iii) 1 vest or jumper (navy)

(iv) 5 business shirts (blue)

(v) 1 belt (black)

(vi) 2 crested ties

(vii) Up to \$150 reimbursement for plain black shoes.

(c) Presentation requirements

Each Ministerial Chauffeur is required to wear a dark navy suit comprised of jacket and pants/skirt from the selection offered. The suit must be worn with a blue business shirt and the provided tie. Generally wearing of the jacket is at the Ministerial Chauffeur's discretion but a jacket is to be available at all times. All Ministerial Chauffeurs are to wear plain black shoes.

(d) Uniform Allocation

(i) The purpose of the following uniform arrangement is to ensure that Ministerial Chauffeurs are initially provided with a suitable corporate wardrobe and to provide yearly financial assistance toward the purchase by the Ministerial Chauffeur of additional approved clothing dependent on personal preference or need.

(ii) Additional approved uniform items may be purchased at the driver's own expense.

(e) Reimbursement

(i) After the first 12 months of employment and each 12 months thereafter, reimbursement up to the amount specified in **clause 4.5(e)(ii)** below following approved items – blue shirts/blouses, navy blue trousers/skirt, jacket, vest/jumpers, overcoat, shoes, belts, ties, socks, pantyhose, sunglasses, hats and sunscreen. Where the Employer provides items of

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uniform with a logo, these will be replaced every 12 months if the item requires replacing.

- (ii) The reimbursement amount (including GST) will be as follows:

Date of effect	Reimbursement amount
1 January 2016	\$924.00
1 January 2017	\$954.00
1 January 2018	\$985.00
1 January 2019	\$1,017.00

(f) Uniform Care

Items of uniform are to be kept by Employees in a clean and presentable manner. Employees are responsible for ensuring that all practical steps are taken to prevent damage or loss.

(g) Uniform return

Suits must be dry cleaned prior to return and other items must be laundered.

5. Drivers Licences – Proof of Currency

5.1 It is a condition of employment that all Ministerial Chauffeurs hold a full Victorian Driver's licence.

5.2 Proof of currency of the above licence is to be provided to the Employer annually. Employees arranging their Vic Roads certificate of currency will be reimbursed for the cost of that certificate on presentation of the certificate and receipt of payment.

6. Assisting With Pool Duties

Where possible, passenger-assigned Ministerial Chauffeurs will assist with pool duties during ordinary working hours or outside ordinary working hours if pool drivers are unavailable as long as they do not exceed the overtime limits specified in this Appendix.

7. Compliance with Road Laws

Ministerial Chauffeurs are required at all times to comply strictly with all road laws, traffic regulations and council by-laws and are personally responsible for any breaches of these laws.

8. Use of Ministerial Vehicles

Fleet ministerial vehicles may be driven by the Minister, allocated passenger or approved Employees when assigned Ministerial Chauffeurs become fatigued.

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Ministerial vehicles are not to be taken out of Victoria without the prior approval of the Premier.

Appendix 8 Victoria Police

Part 1 General

1. Allowances

Eligibility and amounts for reimbursement for travel, meal and relocation expenses will be consistent with those applied to sworn Employees of Victoria Police.

2. Commuted Allowance

Commuted allowances agreed on a case-by-case basis with the Employee concerned and/or the relevant Union may be paid in substitution for allowances provided for elsewhere in this Agreement, in circumstances where the requirements of the relevant work unit result in members working overtime and/or on-call. An Employee must not receive less as a commuted allowance over the period that the commuted allowance is paid, than the Employee would have received had the allowance(s) being commuted been paid over that period.

Part 2 Forensic Officers

3. Recall Provisions

3.1 A Forensic Officer performing recall/overtime for scene attendance and associated urgent laboratory work, either before or after a period of duty or as an extension of their duty beyond their normal hours or outside the normal span of hours, will be paid the hourly rate for their substantive classification in accordance with **clause 3.3**.

3.2 Forensic Officers on higher duties assignment will be paid at the hourly rate for their higher duties classification and in accordance with **clause 3.3**.

3.3 Recall rates will be as follows:

For recall/overtime work on	Recall/overtime rate (% of ordinary hourly rate)
Monday to Saturday (except public holidays) – first three hours	150%
Monday to Saturday (except public holidays) – after three hours	200%
Sunday – in all cases (except public holidays)	200%
Public holidays or substituted day	250%

- 3.4** A Forensic Officer recalled from a period of leave in order to attend Court will be paid the hourly rate for hours worked for their substantive classification.
- 3.5** Work under this clause includes reasonable preparation time to be agreed between the manager and Forensic Officer, reasonable travel time and time at court.
- 3.6** Forensic Officers may choose to be compensated by either:
- (a)** Re-credit of leave, plus payment for the first 7.6 hours at a rate of 50 per cent of the normal hourly rate and a rate of 100 per cent of the normal hourly rate for the remaining duty; or
 - (b)** No re-crediting of leave, plus payment for the first 7.6 hours at rate of 150 per cent of the normal hourly rate, and a rate of 200 per cent of the normal hourly rate for the remaining duty.

4. Training

- 4.1** Forensic Services Department is committed to the ongoing training and appropriate work related development of all staff.
- 4.2** Every effort will be made to facilitate agreed individual training requirements that have been identified and agreed upon during the Performance Development Process.
- 4.3** Attendance at the Australia and New Zealand Forensic Science Symposium (ANZFSS) will be determined through an appropriate expression of interest process.

Part 3 Property Officers

5. Uniform

Property Officers will be provided with access to an appropriate uniform. The uniform will incorporate shirt, pants, outer garment and shoes/boots.

Part 4 Police Custody Officers

6. General

The core terms and conditions of employment for Police Custody Officers will be in accordance with **Section I** of this Agreement except as follows.

7. Appointment and Salary

- 7.1** Police Custody Officers will be employed as Trainees for the duration of their initial training period. The initial training period means initial time spent undergoing training at the Victoria Police Academy, or other training location as determined by Victoria Police.

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7.2 Police Custody Officers will be required to undertake training and fitness testing as determined by Victoria Police.

7.3 Salary for Police Custody Officers will be in accordance with **clause 11** of **Schedule C**.

8. Hours of Work

8.1 Police Custody Officers will be required to work an average of 76 hours per fortnight to be worked over an average of no more than 10 days per fortnight, within the full span of 24 hours on any day.

8.2 Shifts will be rostered in 8 hour and 6 minute blocks to incorporate a 30 minute unpaid meal break taken no later than five hours after the start of any shift.

8.3 Shift and overtime payments will be in accordance with **Section I** of this Agreement.

9. Uniform

Police Custody Officers will be provided with an appropriate uniform as determined by Victoria Police.

10. Police Custody Officer Descriptors

10.1 The classification descriptors for Police Custody Officers are provided in **clause 11** of **Schedule E** of this Agreement.

10.2 The Police Custody Officer classification descriptors provided in **clause 11** of **Schedule E** of this Agreement are to be read in conjunction with the below information:

(a) PCO 2 descriptor 23: Court Assistance

- (i) In accordance with clearly defined procedures, the PCO 2s will escort a prisoner to the court (for example walking them through from the police station), supervise that prisoner at the court and if so directed, escort the prisoner to another facility (could be back to the police station);
- (ii) Police Custody Officers will use the same powers in the court as they would in the police cells. Court should be generally be interpreted as Magistrate's Court because persons in police custody do not attend higher courts without being first in remand;
- (iii) Police Custody Officers will not be required to perform court security/guard duties;
- (iv) Police Custody Officers may be required when directed by the Magistrate to assist Protective Services Officers and Police Members if a situation arises that requires assistance in court; and

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- (v) If a Police Custody Officer is present in court they may be directed by the Magistrate to apply handcuffs or temporarily supervise a person in court.

(b) PCO 2 descriptor 24: Transport of persons in custody

- (i) The Custody Sergeant will undertake a risk assessment and make all the operational/safety decisions before any transport/escort of a person in custody takes place;
- (ii) Two Police Custody Officers will transport/escort persons in custody at all times; and
- (iii) Where only one Police Custody Officer is available a Police Member will be required to perform transport/escort duties alongside the Police Custody Officer.

(c) PCO 2 descriptor 25: Fingerprinting

- (i) Only Police Members will be authorised to ask the relevant questions of a person in custody prior to taking of fingerprints;
- (ii) Police Custody Officers will only take a person's fingerprints where consent is given by the person in custody; and
- (iii) Victoria Police has established that the majority of live scan fingerprinting in metro and country locations is undertaken by VPSG-2s.

(d) PCO 3 descriptors 25 and 26: Buccal Swabs (DNA)/Oral Fluid Testing/Evidentiary Breath Testing

Victoria Police has established that Police Custody Officers will unlikely perform these tasks in the foreseeable future.

Appendix 9 Taxi Services Commission

1. Application

This Appendix applies to Industry Compliance Officers (ICO) in the Taxi Services Commission.

2. Court Appearances

2.1 Where an ICO in the Taxi Services Commission is required to attend at court or remain on stand-by for attendance at a court as a part of their duties, the Employer will make every effort to ensure that such events are scheduled to occur during times that the Employee is rostered for work.

2.2 Where **clause 2.1** is not possible, the following applies:

- (a) Where the Employee is required to attend at court at a predetermined time, that time will be paid as overtime in accordance with **clause 36, Section I** of this Agreement.
- (b) Where the Employee is not required to attend at court at a predetermined time, but must remain on stand-by for attendance, for each day or part thereof that an Employee is required to be available, payment of the 'per night' stand-by allowance in accordance with **clause 31.5, Section I** of this Agreement will be made. Actual attendance, if required, will be paid in accordance with **clause 31.5, Section I** of this Agreement.

3. Non-Emergency Stand-By

3.1 An ICO who is required by the employer to be on stand-by under **Section I, Part 4, clause 31.5** of this Agreement, will be compensated at the rates specified in the following table:

Date of effect	Primary stand-by - rostered on ordinary day - Daily rate	Primary stand-by - not rostered on ordinary day - Daily rate	Secondary stand-by - rostered on ordinary day - Daily rate	Secondary stand-by - not rostered on ordinary day - Daily rate
1 January 2016	\$49.05	\$ 97.90	\$35.25	\$70.45
1 July 2016	\$49.80	\$99.35	\$35.80	\$71.50
1 January 2017	\$50.65	\$101.10	\$36.45	\$72.75
1 July 2017	\$51.40	\$102.60	\$37.00	\$73.85
1 January 2018	\$52.30	\$104.40	\$37.65	\$75.15

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1 July 2018	\$53.10	\$105.95	\$38.20	\$76.30
1 January 2019	\$54.05	\$107.80	\$38.85	\$77.65
1 July 2019	\$54.85	\$109.40	\$39.45	\$78.80

3.2 Primary Stand-by:

An ICO who is required to return to work when on stand-by will be compensated in accordance with **Section I, Part 4, clause 31.5** of this Agreement.

Appendix 10 Independent Broad-based Anti-corruption Commission

Part 1 Surveillance

1. Introduction

Surveillance operatives who perform duties with the Surveillance unit of the Independent Broad-based Anti-corruption Commission are required to work *ordinary hours of work* and *related arrangements*. In recognition of this requirement, *eligible Employees* may elect to be paid a composite allowance under **Part 1** of this Appendix.

2. Composite Allowances

2.1 The composite allowance will be paid in addition to the *eligible Employee's* base salary and shall be calculated annually at 20 per cent of the Employee's base salary.

2.2 If an eligible Employee has elected to be paid a composite allowance, the composite allowance will be paid in equal fortnightly payments at the same time at which the eligible Employee's base salary is paid.

3. Eligible Employees

3.1 For the purposes of **Part 1** of this Appendix, an *eligible Employee* is an Employee who:

- (a) is primarily employed as a surveillance operative in the Surveillance Unit;
- (b) is fully fit to perform surveillance duties;
- (c) holds all necessary qualifications and licenses to perform surveillance duties, as required from time to time;
- (d) makes themselves available to work ordinary hours of work and related arrangements as rostered by the Employer;
- (e) at the time at which ordinary hours of work and related arrangements are performed, holds a position classified at or below VPS 6 grade.

3.2 Where a surveillance operative is promoted to VPS 7 grade or higher, or paid a higher duties allowance for performing duties classified at VPS 7 grade or higher the Employee is not entitled to the composite allowance for the period from the date of the promotion or the commencement of the performance of the higher duties.

4. Ordinary Hours Of Work

- 4.1 Ordinary hours of work for surveillance operatives who perform duties with the Surveillance unit of the Independent Broad-based Anti-corruption Commission are an average of 76 hours per fortnight.
- 4.2 Ordinary hours of work may be rostered on:
- (a) Saturday; or
 - (b) Sunday; or
 - (c) a Public Holiday; or
 - (d) an Afternoon Shift; or
 - (e) a Night Shift.
- 4.3 Afternoon Shift for a full-time eligible Employee means a period of duty commencing on or after 10.00am and before 8.00pm.
- 4.4 Night Shift for a full-time eligible Employee means a period of duty commencing on or after 8.00pm and before 6am.
- 4.5 Afternoon or Night Shift for a part-time eligible Employee means a period of duty commencing on or after 6.00pm and before 8.00am.

5. Related Arrangements

- 5.1 For the purposes of **Part 1** of this Appendix, related arrangements means:
- (a) overtime up to and including 14 hours overtime per fortnight;
 - (b) worked performed following recall to duty;
 - (c) work performed prior to the expiry of an eight hour break between shifts;
 - (d) stand-by duty (up to and including 26 weeks per calendar year);
 - (e) work performed during meal breaks; and
 - (f) work performed without 14 days' notice of a change to roster arrangements having been given including, but not limited to, changes to rostered start times.
- 5.2 For the purposes of **Part 1** of this Appendix, *overtime* means actual hours worked by an *eligible Employee* in excess of 76 hours per fortnight.

6. Composite Allowance

- 6.1 The composite allowance and the other entitlements provided under **Part 1** of this Appendix are in lieu of all entitlements which are otherwise applicable under the Core Terms and Conditions of Employment of this Agreement for work performed by eligible Employees during ordinary hours of work and related arrangements.

- 6.2** An eligible Employee who is paid the composite allowance will be paid for stand-by duty undertaken in excess of 26 weeks' per calendar year in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.
- 6.3** Subject to the other terms of **Part 1** of this Appendix, an eligible Employee who is paid the composite allowance:
- (a)** is entitled to be paid for overtime worked in excess of 14 hours per fortnight in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix; or
 - (b)** may elect to take time off in lieu (TOIL) of payment for overtime worked in excess of 14 hours per fortnight in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

7. Payment Options

- 7.1** An eligible Employee may elect to be paid for work performed during ordinary hours of work and related arrangements by:
- (a)** the composite allowance; or
 - (b)** in accordance with the entitlements under the Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.
- 7.2** If an eligible Employee does not elect to be paid the composite allowance in accordance with the provisions of **Part 1** of this Appendix, the eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

8. Election To Be Paid Composite Allowance

- 8.1** An election by an eligible Employee to be paid the composite allowance:
- (a)** must be in writing;
 - (b)** will commence from the first pay period after the election is made; and
 - (c)** will remain in force unless rescinded in accordance with the provisions of **Part 1** of this Appendix.
- 8.2** Upon the giving of 28 days' written notice to the Employer, an eligible Employee may rescind an election to be paid the composite allowance. Upon the rescission becoming effective, the eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

- 8.3** An eligible Employee who has rescinded an election to be paid the composite allowance may, on the anniversary of the eligible Employee's annual salary increase under the Core Terms and Conditions of Employment of this Agreement, re-elect to be paid the composite allowance. Such election must be made in accordance with, and will be governed by, the provisions of **Part 1** of this Appendix.
- 8.4** Upon the giving of 28 days' written notice to an eligible Employee, the Employer may withdraw an eligible Employee's entitlement to elect and be paid the composite allowance. A decision by the Employer to withdraw an eligible Employee's entitlement to elect and be paid the composite allowance will be based on:
- (a)** the Employee's failure to maintain eligible Employee status; or
 - (b)** a change in work practices or circumstances which, in the reasonable opinion of the Employer, significantly reduces the requirement for eligible Employees to work both ordinary hours of work and related arrangements.
- 8.5** If an eligible Employee is paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment this Agreement, they may elect to take TOIL of payment for overtime hours (as defined in **clause 36.8** of the Agreement) worked, in accordance with the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

9. Effect On Leave Entitlements

- 9.1** If an eligible Employee is paid the composite allowance, the composite allowance will be paid during periods of long service leave, annual leave and during the first four weeks' personal leave (including accident compensation leave) taken in aggregate in a calendar year and will be included for calculation of pay in lieu of long service leave.
- 9.2** In addition, an eligible Employee who elects to be paid the composite allowance and:
- (a)** who is rostered and during ordinary hours of work works at least ten Sundays and / or Public Holidays during the annual leave accrual year, will be entitled to an additional one week's annual leave;
 - (b)** who is rostered and during ordinary hours of work works less than ten Sundays and/or Public Holidays, during the annual leave accrual year, will be entitled to additional annual leave at the rate of one-tenth of a working week in respect of each Sunday / Public Holiday so rostered and worked.

10. Approval To Work Overtime

- 10.1** Overtime shall only be worked with the prior approval of the Manager Surveillance or delegate. This includes the first 14 hours of overtime per fortnight which form part of related arrangements.
- 10.2** Prior to commencing any overtime in excess of 14 hours per fortnight, the eligible Employee and the Employer must agree as to whether such overtime will be paid or taken as TOIL, in accordance with this Appendix. The Employer will agree to

overtime in excess of 14 hours per fortnight being paid unless the Employer considers that health and safety considerations indicate that such overtime should be taken as TOIL.

11. TOIL

11.1 TOIL can only be accrued to a maximum of 38 hours at any one time. Once an eligible Employee accrues 38 hours of TOIL, any additional overtime hours in respect of which the eligible Employee would have an entitlement to be paid or take TOIL under **Part 1** of this Appendix must be taken as paid overtime.

11.2 During any one calendar year, a maximum of 38 hours TOIL may be converted into annual leave.

12. Stand-by

12.1 Eligible Employees will not be rostered for stand-by duty while on approved leave. An eligible Employee who is rostered for stand-by duty must, at all times while on stand-by duty:

- (a) be contactable ;
- (b) have a zero blood alcohol level; and
- (c) be able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall.

13. Review of Hours Worked

13.1 Hours worked by the Employees within the Surveillance unit will be recorded to facilitate a review of the related arrangements and composite allowance under **Part 1** of this Appendix.

- (a) Hours worked will be recorded for a period of 24 months from the commencement of this Agreement.
- (b) Hours recorded will include:
 - (i) ordinary hours of work;
 - (ii) stand-by;
 - (iii) recall to duty;
 - (iv) overtime;
 - (v) time off in lieu;
 - (vi) meal arrangements;
 - (vii) meal breaks;

- (viii) work before the expiry of the minimum 8 hour break between periods of duty;
- (ix) travel time.
- (c) Eligible Employees will promptly and accurately record their working hours on a daily basis as required by the Employer. Where the Employee has performed work without 14 days' notice having been given of a change to rostering arrangements, this must also be recorded by the Employee as required by the Employer.
- (d) At the end of the first 12 month period following the commencement of this Agreement, an audit of the data collected under **clause 13.1(b)** and **13.1(c)** will be undertaken by the Employer. In the event that the amount paid to an Employee who has elected to be paid the composite allowance is less than the amount to which the Employee would have been entitled, had the employee not elected to be paid the composite allowance, the Employer will be paid an amount equivalent to the shortfall within 28 days of completion of the audit.
- (e) The Employer will conduct a further review 24 months after the commencement of this Agreement. Any shortfall in payment to any Employee will be paid in accordance with **clause 13.1(d)**.
- (f) The Employee will be provided with a copy of the audit conducted under **clauses 13.1(d)** and **13.1(e)**.
- (g) Following the review under **clause 13.1(e)**, the Employer will meet with:
 - (i) Employees to brief them on the outcome of the review; and
 - (ii) CPSU to discuss the findings of the review and value of the composite allowance.

14. Rostering Principles

Should there be any changes to the current Rostering Principles, IBAC will follow the processes outlined in **clause 10** (Implementation of Change) of this Agreement.

Part 2 Investigators, Intelligence Analysts and Senior Forensic Accountants

15. Composite Allowance

15.1 Investigators, Intelligence Analysts and Senior Forensic Accountants within the Investigations unit of the Independent Broad-based Anti-corruption Commission are required to work flexibly to meet time critical operational requirements. In recognition of this requirement a composite allowance may be paid to employees employed in these roles (eligible Employees):

- (a) Team Leader Investigations

- (b) Principal Investigator
- (c) Senior Investigator
- (d) Senior Intelligence Analyst
- (e) Investigator
- (f) Intelligence Analyst
- (g) Senior Forensic Accountant

15.2 An eligible Employee may elect to be paid the composite allowance or in accordance with the entitlements under the Core Terms and Conditions of Employment of the Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

15.3 An election by an eligible Employee to be paid the composite allowance:

- (a) must be in writing;
- (b) will commence from the first pay period after the election is made; and
- (c) will remain in force unless rescinded or withdrawn in accordance with the provisions of **Part 3** of this Appendix.

15.4 If an eligible Employee does not elect to be paid the composite allowance in accordance with the provisions of **Part 2** of this Appendix, the eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of the Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

15.5 Twenty-four months after the commencement of the Agreement, de-identified data will be made available to CPSU and Employees.

16. Payment of Composite Allowance

16.1 The composite allowance will be paid in addition to the eligible Employee's base salary, in lieu of entitlements contained in **Section I – Core Terms and Conditions of Employment** and **Part 3** of this Appendix for work performed by eligible Employees in accordance with **clause 17** of this Appendix.

16.2 Eligible Employees will be paid a composite allowance equivalent to 10 per cent of their base salary. This allowance will be paid in equal fortnightly payments at the same time at which the eligible employee's base salary is paid.

16.3 The allowance will be paid during periods of annual leave, long service leave and during the first four weeks' of personal leave (including accident compensation leave) taken in aggregate in a calendar year.

16.4 Eligible employees will promptly and accurately record their hours worked as required by the Employer.

16.5 At the end of the first 12 month period following the commencement of this Agreement, an audit of the data collected under **clause 16.4** will be undertaken by the Employer. In the event that the amount paid to an Employee who has elected to be paid the composite allowance is less than the amount to which the Employee would have been entitled, had the employee not elected to be paid the composite allowance, the Employee will be paid an amount equivalent to the shortfall within 28 days of completion of the audit.

17. Components of Composite Allowance

17.1 The Composite Allowance is paid to eligible Employees in compensation for:

- (a) reasonable overtime – as detailed in **clause 18**;
- (b) recall to duty, where an employee is required to return to work outside of their ordinary hours of duty;
- (c) Stand-by/Recall allowance (up to and including 12 weeks per calendar year);
- (d) work performed prior to the expiry of an eight hour break between work periods; and
- (e) work performed during meal breaks.

18. Reasonable Overtime

18.1 Reasonable overtime will include overtime up to an average of 14 hours per fortnight as calculated over a 3 month period. Where overtime is worked in excess of the amount specified the Employee is entitled to be paid for the overtime in accordance with **Part 3** of this Appendix.

18.2 The definition of Overtime is in accordance with **clause 36** of **Section I – Core Terms and Conditions of Employment**.

19. Approval to Work Overtime

19.1 Overtime shall only be worked with the prior approval of the Manager Investigations or delegate. This includes reasonable overtime.

19.2 Prior to commencing any overtime in excess of reasonable overtime, the eligible Employee and the Employer must agree as to whether such overtime will be paid or taken as TOIL, in accordance with this Appendix. The Employer will agree to overtime in excess of reasonable overtime being paid unless the Employer considers that health and safety considerations indicate that such overtime should be taken as TOIL. In this instance TOIL should be taken by mutual agreement as soon as possible after it has been accrued.

20. Stand-by

20.1 Eligible Employees will not be rostered for stand-by duty while on approved leave. An eligible Employee who is rostered for stand-by duty must, at all times while on stand-by duty:

- (a) be contactable;
- (b) have a zero blood alcohol level; and
- (c) be able to return to their place of work within a reasonable time of being recalled to duty which must not exceed one hour from the time of recall.

21. Opt Out Composite Allowance Provision

21.1 Upon the giving of 28 days' written notice to the Employer, an eligible Employee may rescind an election to be paid the composite allowance. Upon the rescission becoming effective, the eligible Employee will be paid for work performed in accordance with the entitlements under the Core Terms and Conditions of Employment of this Agreement and the Supplementary Terms and Conditions of Employment for Operational Employees contained in **Part 3** of this Appendix.

21.2 An eligible Employee who has rescinded an election to be paid the composite allowance may, on the anniversary of the eligible Employee's annual salary increase under the Core Terms and Conditions of Employment of this Agreement, re-elect to be paid the composite allowance. Such election must be made in accordance with, and will be governed by, the provisions of **Part 2** of this Appendix.

21.3 Upon the giving of 28 days' written notice to an eligible Employee, the Employer may withdraw an eligible Employee's entitlement to elect and be paid the composite allowance. A decision by the Employer to withdraw an eligible Employee's entitlement to elect and be paid the composite allowance will be based on:

- (a) the Employee not being fully fit to perform their duties;
- (b) the Employee not holding all necessary qualifications and licences to perform their duties, as required from time to time;
- (c) the Employee being unavailable or having a limited capacity to perform their duties as referred to in **clause 17.1**;
- (d) a change in work practices or circumstances which, in the reasonable opinion of the Employer, significantly reduces the requirement for an eligible Employee to work ordinary hours of work or as referred to in **clause 17.1**; or
- (e) an Employee may request in writing to opt back into the composite allowance arrangement only after 12 months has lapsed since the composite allowance arrangement ceased under **clause 21.3**. Acceptance will be at the discretion of the Employer, having regard to the inherent requirements of the job. If the Employer accepts the composite allowance request, the composite allowance arrangement will commence in accordance with **clause 17.1**.

Part 3 Supplementary Terms and Conditions of Employment for Operational Employees

22. Introduction And Application

22.1 The nature of the work performed by operational Employees of the Independent Broad-based Anti-corruption Commission will at times require those Employees to work longer, unusual and less regular hours than those envisaged by **Part 5 - Hours of Work and Related Matters** of the Core terms and Conditions of Employment of this Agreement.

22.2 The terms and conditions set out in **Part 3** of this Appendix apply to Employees employed in any of the following units of the Independent Broad-based Anti-corruption Commission:

- (a) Surveillance;
- (b) Investigations;
- (c) Digital Forensics and Collections; and
- (d) Legal and Compliance,

who are conducting a time critical task, as determined by the Employer, in relation to an Independent Broad-based Anti-Corruption Commission investigation.

22.3 The terms and conditions contained in **Part 3** of this Appendix apply to operational Employees employed in the Surveillance unit of the Independent Broad-based Anti-corruption Commission, who are conducting a time critical task, as determined by the Employer in relation to an Independent Broad-based Anti-corruption Commission investigation, subject to the provisions of **Part 1** of this Appendix.

23. Operational Stand-by Allowance

23.1 Stand-by for work is when an Employee is requested by the Employer to be ready to perform work outside of normal working hours as part of a formal stand-by arrangement. The Employee is not required to be at the workplace during the period the Employee is on stand-by.

23.2 Employees will not be rostered for stand-by duty while on approved leave. All Employees who are rostered for stand-by duty must while on stand-by duty be:

- (a) contactable;
- (b) able to return to their place of work within a reasonable time of being recalled to duty, which must not exceed one hour from the time of recall; and
- (c) have a zero blood alcohol level.

23.3 Payment of the stand-by allowance will constitute total compensation for any intermittent duty in connection with stand-by up to a total of one hour's duration.

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- 23.4** Intermittent duty in connection with stand-by in excess of one hour's duration will be remunerated as overtime in accordance with **clause 36** of the Agreement (including the additional overtime provision applicable to the Independent Broad-based Anti-corruption Commission – see below).
- 23.5** The Stand-by allowance is not intended to cover situations when an Employee must return to the workplace.
- 23.6** Payment of the Stand-by allowance for successive days may be appropriate in certain circumstances. The Independent Broad-based Anti-corruption Commission will endeavour to allocate Stand-by by roster so that Employee's are not on Stand-by for more than ten consecutive days.
- 23.7** The stand-by rates contained in **clause 31.5 of Section I** of this Agreement will apply.
- 23.8** A Stand-by payment includes compensation for up to an hour of work, provided that work must be done out of normal hours and can be done without returning to a workplace. If an Employee has to return to a workplace, then they will be eligible for overtime (see below).
- 23.9** Stand-by payments will only be made if the Employer has given approval in advance.

24. Payment of Overtime

- 24.1** **Clause 36.5(a)** of the Agreement limits eligibility for payment of overtime to VPS Grade 4 level Employees and below. The Independent Broad-based Anti-corruption Commission is able to extend that eligibility to cover Employees at VPS Grade 5.
- 24.2** Payment of overtime to VPS Grade 5 Employees and below is only to cover directed overtime required for operational reasons.
- 24.3** The ordinary rate of payment for the calculation of overtime is capped at the highest pay point within Grade 3 Value Range 1 in accordance with **clause 36.6(b)** of **Section I** of the Agreement.
- 24.4** Payment of overtime is in accordance with **clause 36**. Provisions include:
- (a)** a minimum of three hours overtime will be paid if you are recalled to duty;
 - (b)** for overtime from Monday to Saturday (except Public Holidays), the first three hours will be paid at time and a half and the rest at double time (at the capped hourly rate);
 - (c)** for overtime on Sundays, double time is paid (at the capped hourly rate);
 - (d)** various rates apply to Public Holidays – see **clause 36.6** of the Agreement;
 - (e)** time in lieu of payment (TOIL) for overtime can accrue as follows:
 - (i)** for Monday to Friday, the first three hours will be accrued at time and a half and the rest at double time;
 - (ii)** for Saturdays and Sundays at double time.

- (iii) for Public Holidays at double time and a half.
- (iv) a minimum of three hours TOIL will accrue if you are recalled to duty.
- (v) the Parties agree to review **clause 24.4(e)(iii)** at the expiry of the Agreement with specific consideration to Independent Broad-based Anti-corruption Commission operations, the financial impact and the public holiday TOIL provisions operating in Section I of the Agreement.

24.5 The time off in lieu of payment for overtime option is available to Employees at VPS Grades 1 to 5 inclusive.

24.6 Payment of overtime will only be made if the Employer has given approval in advance.

25. Hours of Work Outside the Span of Hours (Not Overtime)

25.1 Definition ‘Outside the Span – Accrued Time’—Employees from VPS Grades 1 to 5 level may be paid or accrue time for agreeing to undertake ordinary hours of work outside the span of hours.

25.2 The Agreement refers to span of hours being from 7.00 am to 7.00 pm on any weekday. From time to time Employees may be requested to undertake ordinary hours of work outside this span of hours. Ordinary hours worked outside the span of hours is voluntary and to be agreed by the Employee and their Manager.

- (a) Ordinary hours worked outside the span of hours Monday to Saturday (except Public Holidays), will be paid at time and a half for the first three hours comprising one hour ordinary salary and a half hour at the capped hourly rate and the rest at double time comprising one hour at ordinary salary and one at the capped hourly rate.
- (b) Ordinary hours worked outside the span of hours on Sundays will be paid at double time comprising one hour ordinary salary and one hour at the capped hourly rate.
- (c) Various rates apply to Public Holidays – **clause 36.6** of the Agreement will apply.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The payment of time at the capped hourly rate will be the only additional payment received if the payment option is chosen.

25.3 The time off in lieu of payment is available to Employees at VPS Grades 1 to 5 inclusive, as follows:

- (a) Ordinary hours worked outside the span of hours Monday to Friday at time and a half rates consisting of one hour salary paid and one half hour time accrued for the first three hours and double time consisting of one hour salary and one hour accrued time for the remaining hours worked outside the span of hours.
- (b) Ordinary hours worked on Saturdays, Sundays or Public Holidays will attract double time consisting of one hour salary paid and one hour accrued time.

Note: The ordinary salary payments referred to above are not in addition to the normal fortnightly remuneration. The accrual of time is the additional component if the TOIL option is chosen.

26. TOIL and Accrued Time

- 26.1** TOIL and accrued hours worked are to be taken as soon as practicable at a time mutually agreeable to the Employee and Manager. In the interest of health, safety and Employee well-being the taking of TOIL and accrued time is conducive to a safe and productive working environment. To this end, it is important that Employees and Managers manage TOIL and accrued time. As a guideline, Employees are encouraged to take TOIL and accrued time within 60 days of accruing it.
- 26.2** As per **clause 36** of the Agreement, Employees will be paid out any TOIL or time accrued upon termination.

27. Approval process

- 27.1** Stand-by and overtime payments will only be made if the Employer has given approval in advance.
- 27.2** Stand-by, overtime, TOIL and accrued time hours must be documented in accordance with the requirements of the Independent Broad-based Anti-corruption Commission.

Appendix 11 Court Services Victoria

1. Introduction and Application

- 1.1 This Appendix seeks to support the strategic objectives of Court Services Victoria through the provision of remuneration and conditions of employment specific to the Court Services Victoria workforce.
- 1.2 The terms and conditions set out in this Appendix apply to Court Services Victoria Employees, employed in the business areas or positions specified within the respective clauses of the Appendix, from any of the following areas:
- (a) Supreme Court of Victoria;
 - (b) County Court of Victoria;
 - (c) Magistrates' Court of Victoria;
 - (d) Victorian Civil and Administrative Tribunal;
 - (e) Coroners Court of Victoria;
 - (f) Children's Court of Victoria;
 - (g) Judicial College of Victoria; and
 - (h) Jurisdiction Services.

2. Supreme Court of Victoria Tipstaves and Associates Additional Leave Arrangements

Additional leave may be granted on the recommendation of the Judge with the approval of the Chief Justice.

3. County Court of Victoria Tipstaves and Associates Additional Leave Arrangements

Additional leave may be granted on the recommendation of the Judge with the approval of the Chief Judge.

4. Circuit Court Allowance

- 4.1 For the purposes of this **clause 4** of this Appendix, circuit court duties and/or travel means travel for the purposes of Court sittings of the Supreme Court of Victoria and County Court of Victoria held in regional cities and towns within Victoria.
- 4.2 For the purposes of this **clause 4** of this Appendix, a Circuit Court Allowance will be paid to:

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- (a) a judicial support employee at the Supreme Court of Victoria including a Tipstaff, Associate, Secretary or Personal Assistant to a Judge or Associate Judge, or other required Employee as approved by the Judge in Charge of the Circuit list; or
 - (b) A judicial support employee at the County Court of Victoria including a Tipstaff or Associate or other required Employee as approved by the Principal Registrar.
- 4.3** Where a judicial support employee is required to attend official circuit court duties away from their usual place or places of work, the Employer may elect to provide, or pay directly for, the employee's overnight accommodation and/or meals and/or incidentals.
- 4.4** Where the Employer does not provide, or pay directly for the judicial support employee's overnight accommodation and/or meals in accordance with **clause 4.3**, the Employer will pay a circuit court allowance for any expenses actually and necessarily incurred in the course of their authorised duties, for overnight accommodation and/or meals and/or incidentals.
- 4.5** The Employer will apply the rulings of the Commissioner of Taxation (Australian Tax Office), as adjusted from time to time, relating to reasonable allowances in determining the circuit court allowance payable, unless otherwise agreed.
- 4.6** For multiple day absences, the allowance payable will be adjusted for the first day and last day of travel where required.
- 4.7** A judicial support employee required to use his/her private motor vehicle, private mobile phone or home phone in the course of their employment will be reimbursed in accordance with **clause 32, Section I** of this Agreement (Reimbursement of Expenses).

Appendix 12 Office of the Governor

1. Commuted Overtime Allowance

- 1.1** Unless otherwise agreed between the Employee and the Employer, an eligible Employee will be paid a commuted overtime allowance of 20 per cent of their base salary in lieu of all entitlements for working overtime prescribed by **clause 36 of Section I** of this Agreement. This commuted overtime allowance will involve up to 14 hours of additional hours worked per fortnight. Overtime hours worked beyond the 14 hours per fortnight specified above will be worked at the direction of the Employer and paid according to **clause 36 of Section I** of this Agreement.
- 1.2** The commuted overtime allowance specified in **clause 1.1** above will not replace an Employee's entitlement to payment for meal breaks worked during overtime and rest periods during overtime worked in accordance with **clause 36 of Section I** of this Agreement.
- 1.3** For the purposes of this clause, an eligible Employee means an Employee working within the Office of the Governor, other than a casual Employee, who:
- (a)** regularly works overtime at the direction of the Employer in addition to their ordinary hours of work;
 - (b)** occupies a position of Aide to the Governor, Driver, or occupies a position within the Services staff (such as Household Manager, Under Butler, Steward or Chef); and
 - (c)** started work with the Office of the Governor on or after the commencement of this Agreement (see **clause 3 of Section I** of this Agreement).
- 1.4** The Employer will monitor the operation of this Appendix and six months prior to the nominal expiry of this Agreement, the Employer will consult with the affected Employees and the relevant Union regarding its findings.

2. Uniforms

- 2.1** The uniforms described in **clause 2.3** below are compulsory and must be worn at all times while on duty by those Employees identified in **clause 2.3** below who are required to wear uniforms.
- 2.2** Uniforms may only be worn for work purposes. An Office of the Governor Employee who presents for work in other than the required uniform will be considered ineligible for duties. The colours of uniform items and the need for clothing items to have a logo of Office of the Governor will be determined by Office of the Governor.
- 2.3 Employees Required to Wear Uniforms**
- (a) Building Maintenance Employees**
 - (i)** 5 trousers

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- (ii) 2 jumpers
- (iii) 1 pair of black work shoes (steel cap)
- (iv) 1 pair of work boots (steel cap)
- (v) 5 polo shirts
- (vi) 3 baseball caps
- (vii) 1 wet weather jacket
- (viii) 1 wet weather vest
- (ix) 1 high visibility safety vest
- (x) 1 belt
- (xi) 8 pairs of black socks.

(b) Transport Officer/Driver

- (i) 2 suits
- (ii) 1 extra pair of trousers
- (iii) 7 white business shirts
- (iv) 2 jumpers/vests or 1 vest and 1 jumper
- (v) 1 black belt
- (vi) 2 ties
- (vii) 1 pair plain black shoes
- (viii) 8 pairs of black socks.

(c) Laundry/House Attendants

- (i) 2 trousers
- (ii) 2 cardigans
- (iii) 5 white shirts
- (iv) 2 vests
- (v) 3 aprons
- (vi) 1 pair plain black shoes
- (vii) 8 pairs of black socks.

(d) Stewards

- (i) 4 trousers
- (ii) 2 jackets

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- (iii) 3 waistcoats
 - (iv) 2 ties
 - (v) 5 white shirts
 - (vi) 1 pair plain black shoes
 - (vii) 8 pairs of black socks.
- (e) **Kitchen Employees**
- (i) 5 trousers
 - (ii) 5 jackets
 - (iii) 5 hats
 - (iv) 5 aprons
 - (v) 1 pair of plain black shoes (steel cap)
 - (vi) 8 pairs of black socks.

2.4 Clothing Allowance - Aides to the Governor

- (a) Employees who are employed as Aides to the Governor shall be entitled to an allowance of up to a maximum of \$2,500 on appointment to purchase items of clothing suitable for formal events.
- (b) Employees will be reimbursed for the cost of these items of clothing upon provision of receipts. Monetary amounts in this sub-clause will be adjusted in line with VPS salary increases.
- (c) These items of clothing shall be replaced when items of clothing become worn and in the opinion of the Employee's supervisor require replacement.

2.5 Uniform Allocation

- (a) Uniforms will be provided to Employees upon commencement of employment with Office of the Governor.
- (b) Replacement of uniform items will be on a 12 monthly basis from the date of appointment, unless an item of uniform is still in good condition and does not require replacing. It is expected that wet weather jackets and vests, and visibility safety vests, will not require replacing within a three year period.
- (c) Where employees are provided with shoes or boots as part of their uniform, or as a safety requirement, the shoes or boots shall be replaced on a needs basis where the footwear becomes worn.
- (d) Personal protective equipment will be provided to Office of the Governor Employees as required, including the provision of sunscreen and sunglasses for employees who are required to perform work outdoors as part of their roles.

2.6 Uniform Care

- (a) Items of uniform are to be kept by Employees in a clean and presentable manner. Employees are responsible for ensuring that all practical steps are taken to prevent damage or loss.
- (b) Employees will be responsible for laundering their own uniforms, unless otherwise agreed by Office of the Governor.

3. Allowances and Expenses – Transport Officers/Drivers

- 3.1** Overtime meal expenses will be paid in accordance with **clause 36.11** of **Section I** of this Agreement.
- 3.2** As far as possible, Office of the Governor will arrange to pay accommodation providers directly for breakfast, dinner and accommodation associated with overnight or part-day travel in the course of normal duties. If this is not possible, the Office of the Governor will reimburse the Employee for these costs upon production of receipts. Reimbursement will be up to the Reasonable Benefit Limits determined by the Australian Tax Office.
- 3.3** Absence from the normal place of work does not in itself validate a claim for payment expenses. Where the Employee is required to report for or perform duties away from their normal work location, only the additional costs incurred above those ordinarily borne by the Employee will be reimbursed.
- 3.4** Where mobile phones are provided by Office of the Governor to full-time drivers, expenses for mobile phone work related expenses will be paid in accordance with this Agreement.

Appendix 13 Victorian Commission for Gambling and Liquor Regulation

1. Application

This Appendix applies to employees of the Victorian Commission for Gambling and Liquor Regulation (VCGLR) unless otherwise provided.

2. Restraint Of Trade Allowance

- 2.1 An Employee who is subject to statutory restraints on their activities whilst an Employee will receive a 2 per cent allowance calculated on the Employee's base salary.
- 2.2 An Employee who is subject to a statutory post-employment restraint will receive an allowance calculated as 1.5 per cent of the Employee's base salary for the 2 year post-employment restraint.
- 2.3 Any subsequent exemption from the legislative restraint provisions will not result in a requirement to reimburse the VCGLR for an allowance, and the payment of an allowance will not prevent Employees from seeking and receiving such exemption.

3. Inspectorial Shift, Roster And Allowance Arrangements

- 3.1 For the purposes of this **clause 3** of this Appendix, Inspector means an Employee who is:

- (a) appointed as a Gambling and Liquor Inspector under the *Victorian Commission for Gambling and Liquor Regulation Act 2011* (Vic); and
- (b) engaged to perform Shift Work (as defined under **clause 35.1(a)** of **Section I** of this Agreement).

3.2 The Roster

- (a) For the avoidance of doubt, the shift and roster provisions contained within **Section I** of the Agreement (**clause 35**) apply to the VCGLR. The shift and roster provisions set out below are additional to those contained in Section I of the Agreement. Where any inconsistency arises, the provisions in this Appendix prevail.
- (b) For the purposes of **clause 3** of this Appendix, "standard roster" refers to the character of the roster (as referred to in **clause 11** of **Section I** of the Agreement) as developed by the Employer in consultation with Inspectors through the Roster Committee in accordance with the consultation process described below.
- (c) The Employer will establish a committee (Roster Committee) to facilitate consultation with Inspectors in relation to all standard roster changes that affect

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the character of the roster (as referred to in **clause 11** of **Section I** of the Agreement).

- (i) The Roster Committee will be the primary means to facilitate such consultation.
- (ii) The Roster Committee will consist of a maximum of six members comprising of two CPSU staff delegates, two management representatives of the Employer, one Health and Safety Representative and not more than one affected Inspector. The Employer will arrange meetings for the Roster Committee for the purposes of consulting with Inspector representatives on its proposal to introduce any amended standard roster. The Employer will minute the meetings of the Roster Committee and take into account the views of the Inspector representatives in settling the standard roster.
- (iii) The Roster Committee must take into account the following factors in developing an amended standard roster:
 - any risk to Inspectors' health and safety;
 - the needs and preferences of the Employer;
 - Inspectors' personal circumstances, including family responsibilities and preferences;
 - the nature of the Inspectors' roles;
 - the need for flexibility to alter rostered shifts;
 - the desirability of certainty through the creation of a known roster cycle; and
 - the preference for equitable distribution of Shift Work amongst Inspectors.
- (d) Where the Employer has proposed to amend the standard roster, the employer will develop an amended standard roster and consult with the Roster Committee no later than 4 weeks prior from the commencement of the planned new roster period. This consultation period commences upon receipt of the draft roster and concludes no later than 14 calendar days from the commencement of the planned roster period (Consultation Period). If the parties do not reach agreement by the end of the Consultation Period, the Employer may implement the roster in accordance with **clause 11** of this Agreement.
- (e) The standard roster will:
 - (i) include day, afternoon and night Shift Work arrangements, as developed by the Employer in consultation with Employees; and
 - (ii) reflect the Employer's operational requirements.
- (f) For the purposes of **clause 3.2(e)** of this Appendix, afternoon shift and night shift will have the meaning given to them in **clause 35** of this Agreement.

3.3 Individual Changes

- (a) Any request for flexibility in shift start times is to be discussed with the Team Leader/Manager.
- (b) Inspectors can negotiate altered Shift Work arrangements directly with their Team Leader/Manager after rosters have been posted. The Team Leader/Manager will consider all Inspectors equally taking into consideration operational requirements and the preferences of Inspectors. Roster requests will not be unreasonably refused.
- (c) Changes to roster arrangements by the Employer will be made in accordance with **clause 11 of Section I** of this Agreement. Where less than 48 hours' notice is given by the Employer of changed shift arrangements, affected Inspectors will be paid overtime rates for shifts occurring during the 48 hour period.

3.4 Commuted Off-Roster Allowance – Inspectors

- (a) Subject to this clause, an Inspector who is nominated by the VCGLR to perform special investigative duties off the standard roster will receive a 15.5 per cent allowance calculated on the Inspector's base salary in respect of the hours that includes weekends worked off the standard roster.
- (b) This clause does not apply to an Inspector who is a Manager.

3.5 Commuted Off-Roster Allowance – Managers of Inspectors

- (a) An Inspector who is a Manager will receive a 15.5 per cent commuted allowance calculated on the Manager's base salary in recognition of regular additional hours that includes weekends worked off the standard roster.

3.6 Overtime and Time In Lieu

Overtime will be determined and paid in accordance with **clause 36, Section I** of this Agreement. Time in lieu of payment for overtime will accrue in accordance with **clause 36, Section I** of this Agreement.

3.7 Casino

- (a) The VCGLR will determine the staffing levels and span of shift hours required at the Casino, in accordance with the VCGLR's operational requirements.
 - (i) The development of a separate standard roster for inspector duties to be conducted at the Casino will be in accordance with **clause 3.2** of this Appendix.
- (b) If the VCGLR determines, at any time, that the number of Inspectors rostered for duty at the Casino is in excess of requirements, the roster or work location of one or more Inspectors may be varied.
- (c) If there is an unplanned absence from a team, the VCGLR will determine if extra staffing resources are required. If the VCGLR determines that additional resources are required, the VCGLR will contact Inspectors to determine if they are available to undertake additional work.

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- (d) If an Inspector undertakes additional work in accordance with **clause 3.7(c)** of this Appendix above, the Inspector will be paid in accordance with **clause 36, Section I** of this Agreement for the hours so worked.
- (e) An Inspector may reasonably refuse additional work offered in accordance with **clause 3.7(c)** of this Appendix.

Appendix 14 Game Management Authority

1. Application

This Part applies to all non-executive employees of the Game Management Authority.

2. Non-Emergency Stand-By

2.1 An Employee who is required by the Employer as part of their duties to be on stand-by and available to return within a specified maximum period of time to undertake intermittent duty outside their normal hours of duty will be compensated at the rates specified in the following table:

Date of effect	Amount per night	Amount per day/night
1 January 2016	\$49.05	\$97.90
1 July 2016	\$49.80	\$99.35
1 January 2017	\$50.65	\$101.10
1 July 2017	\$51.40	\$102.60
1 January 2018	\$52.30	\$104.40
1 July 2018	\$53.10	\$105.95
1 January 2019	\$54.05	\$107.80
1 July 2019	\$54.85	\$109.40

2.2 An Employee who is required to return to work when on stand-by will be compensated for each hour or part hour worked, in accordance with the overtime provisions in **clause 8 (Overtime)** of this Appendix.

2.3 An Employee who is recalled to duty must be paid for a minimum of 3 hours.

2.4 Stand-by allowances will not apply where stand-by is explicitly incorporated as incidents of employment into total remuneration or is otherwise compensated.

3. Recall to Duty

3.1 Where the Employer recalls an Employee to perform work the Employee will be paid for a minimum for 3 hours work in accordance with the overtime provisions in **clause 8 (Overtime)** of this Appendix.

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3.2 If work continues for more than the initial 3 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in **clause 8** (Overtime) of this Appendix.

3.3 If an Employee is recalled to duty within 3 hours of ceasing a previous work period, the total work period prior to re-commencement of the work on the recall will be included in calculating the hours of duty for the day, and will also be included for the purposes of calculating a 16 hour work period.

4. Camping

4.1 An Employee who is required to camp outdoors or reside in tendered or temporary accommodation or where commercially provided accommodation is below a 3 star permanent rating will be paid a camping allowance per night at the rates specified in the following table to compensate for the accommodation conditions:

Date of effect	Per night
1 January 2016	\$51.85
1 July 2016	\$52.65
1 January 2017	\$53.55
1 July 2017	\$54.35
1 January 2018	\$55.30
1 July 2018	\$56.15
1 January 2019	\$57.15
1 July 2019	\$58.00

4.2 For the purposes of this clause, a 3 star permanent rating must include:

- (a)** Clean bed linen provided
- (b)** Appropriate heating and cooling
- (c)** Meals available directly or indirectly
- (d)** House keeping cleans after each booking
- (e)** Ablution facilities that are in room or close to the room.

5. Remote Locations

5.1 A range of socio-economic and geographic factors are taken into consideration in determining the remote status of a work centre including:

- (a)** distance from a large town;

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- (b) degree of isolation or distance from shops and services;
- (c) requirements for additional cost of living;
- (d) hardships including impact on spouse and children;
- (e) availability of standard community facilities e.g. churches, cultural pursuits, recreational;
- (f) availability of medical facilities;
- (g) involvement of family members in delivering Game Management Authority services; and
- (h) prior demonstrated difficulty in attracting Employees to the location.

5.2 Two levels of Remote Location Allowance are available: (i) Highly Remote and (ii) Remote.

- (a) The following locations have been determined as remote and their rating is listed below:

RATING	NORTH WEST	NORTH EAST	GIPPSLAND
(i) Highly Remote	Walpeup Underbool	Mitta Mitta	Bendoc Dargo
(ii) Remote	Piangil Rainbow Sea Lake Speed Hopetoun Birchip Ouyen Edenhope	Corryong	Cann River Swifts Creek Mallacoota

- (b) The following allowances apply:

Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
High remote allowance					
1 January 2016	\$4,804.30	\$8,012.60	\$3,364.75	\$5,605.80	\$3,207.05
1 July 2016	\$4,876.35	\$8,132.80	\$3,415.20	\$5,689.90	\$3,255.15
1 January 2017	\$4,961.70	\$ 8,275.10	\$ 3,474.95	\$5,789.45	\$3,312.10
1 July 2017	\$5,036.15	\$8,399.25	\$3,527.05	\$5,876.30	\$3,361.80

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Date of effect	With dependents (minimum)	With dependents (maximum)	Without dependents (minimum)	Without Dependents (maximum)	Attraction payments
1 January 2018	\$5,124.30	\$8,546.25	\$3,588.75	\$5,979.15	\$3,420.65
1 July 2018	\$5,201.15	\$8,674.45	\$3,642.60	\$6,068.85	\$3,471.95
1 January 2019	\$5,292.15	\$8,826.25	\$3,706.35	\$6,175.05	\$3,532.70
1 July 2019	\$5,371.55	\$8,958.65	\$3,761.95	\$6,267.70	\$3,585.70
Remote allowance					
1 January 2016	\$2,884.65	\$4,804.30	\$1,923.15	\$3,207.05	\$1,604.10
1 July 2016	\$2,927.90	\$4,876.35	\$1,952.00	\$3,255.15	\$1,628.15
1 January 2017	\$2,979.15	\$4,961.70	\$1,986.15	\$3,312.10	\$1,656.65
1 July 2017	\$3,023.85	\$5,036.15	\$2,015.95	\$3,361.80	\$1,681.50
1 January 2018	\$3,076.75	\$5,124.30	\$2,051.25	\$3,420.65	\$1,710.95
1 July 2018	\$3,122.90	\$5,201.15	\$2,082.00	\$3,471.95	\$1,736.60
1 January 2019	\$3,177.55	\$5,292.15	\$2,118.45	\$3,532.70	\$1,767.00
1 July 2019	\$3,225.20	\$5,371.55	\$2,150.25	\$3,585.70	\$1,793.50

- (c) The categories of locations listed above are used for payment of the following allowances:
- (i) Payment of an allowance in addition to salary for the cost and inconvenience of living and working in a remote location. An Employee's starting salary should be increased by an amount of allowance within the range shown in the above table. Starting salary payments are to be endorsed by the Chief Executive Officer or his/her delegate. This allowance is paid in addition to salary and will cease to be paid when the Employee ceases to be employed at that remote location.
 - (ii) In addition to the allowance in **clause 5.2(c)(i)** of this Appendix Employees in remote locations may receive a one off attraction payment up to the rate specified in the above table at the commencement of residence at the location. This is an added inducement to attract Employees. The Chief Executive Officer or his/her delegate are to approve one off payments.

6. Overseas and Interstate Travel

- 6.1** Where an Employee travels overseas for work purposes the Employer will provide the Employee with a reasonable allowance prior to travel and reimburse any

additional expenses relating to the trip on return. Costs will include accommodation, meals and other incidental expenses associated with the trip. The standard of accommodation and meals will be equivalent to that associated with travel within Australia.

- 6.2** Where invoice arrangements cannot be made and Employees are required to undertake official duties outside of Victoria requiring an overnight stay, the Employee will be paid a reasonable allowance prior to travel.

7. Emergency Work

- 7.1** Where an Employee of the Game Management Authority is authorised to undertake agricultural, energy or resources related emergency activities, the terms and conditions of **Part 2 - Emergency Work of Appendix 5 - Department of Economic Development, Jobs, Transport and Resources** will apply to the Employee undertaking that work.

- 7.2** Where an Employee of the Game Management Authority is authorised to undertake fire suppression activities, the terms and conditions of **Part 1 - Emergency Work of Appendix 6 - Department of Environment, Land, Water and Planning** will apply to the Employee undertaking that work.

8. Overtime

- 8.1** Time worked in excess of the standard 76 hours per fortnight will be either paid as salary or taken as time in lieu as follows, except when subject to **clause 7** (Emergency Work) of this Appendix.

8.2 Time In Lieu

- (a)** In order to meet the work requirements of the Employer and/or the personal requirements of the Employee, the Employee may, subject to the approval of the local manager, work hours in excess of the normal working day and accrue a balance of time worked.
- (b)** In such cases the additional hours are unpaid and the Employee will be entitled to take time in lieu on the basis of one hour for each additional hour worked.
- (c)** A maximum of 76 hours time in lieu may be accrued.
- (d)** The taking of time off in lieu will be by mutual arrangement between the Employee and the Employer.
- (e)** The Employee will be paid an amount equivalent to any accrued time in lieu at the cessation of employment for whatever reason the cessation occurs.
- (f)** Subject to the approval of the Employer the Employee may choose to work on a Public Holiday and receive a leave credit of up to 1 day which must be taken within the next 12 months. The time in lieu will be taken at the rate of one hour for each hour worked.
- (g)** An Employee who with the agreement of their Employer substitutes a Public Holiday for another day to observe other religious or cultural occasions of

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significance to the Employee will be paid at the ordinary rate of pay for work on that Public Holiday.

8.3 Paid Overtime

- (a) The Employer may direct the Employee to work overtime in excess of the normal working day to meet particular unavoidable work demands. Such work will not be a regular occurrence, and reasonable notice of the requirement to work overtime will be given.
- (b) Where the work is required to be performed outside the span of 7.00am to 7.00pm Monday to Friday, or beyond the current rostering arrangements for Employees who work Shift Work, the overtime will be paid overtime and subject to **clauses 8.3(c) to 8.3(f)** of this Appendix.
- (c) Where the work is unpredictable and the Employer is unable to provide reasonable notice, the Employee may only refuse to work overtime where this would impose personal hardship or interfere with an Employee's family commitments. The Employee will provide an explanation at the time of refusing the overtime.
- (d) The Employer will ensure that work is organised in such a way that the requirement to perform overtime is not a regular occurrence.
- (e) All paid overtime between Monday to Saturday (excluding Public Holidays) will be paid at the rate of 150 per cent of the ordinary rate of pay for the first two hours and 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary as specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (f) All paid overtime on a Sunday (excluding Public Holidays) will be paid at the rate of 200 per cent for each additional hour, subject to the maximum payment being based on the hourly rate of the annual salary specified in the following table. Shift Work Employees who have already completed a rostered day of 7.6 hours will be paid overtime on a Saturday or Sunday (excluding Public

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Holidays) at 200 per cent for all overtime worked subject to the maximum payment being based on the annual salary specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (g) All overtime worked on a Public Holiday will be paid at the rate of 250 per cent of the ordinary rate of pay subject to the maximum payment being based on the annual salary specified in the following table:

Date of effect	Hourly rate of ceiling salary
1 January 2016	\$73,557
1 July 2016	\$74,660
1 January 2017	\$75,967
1 July 2017	\$77,107
1 January 2018	\$78,456
1 July 2018	\$79,633
1 January 2019	\$81,027
1 July 2019	\$82,242

- (h) All overtime calculations will be rounded up to the next quarter of an hour.
- (i) Where the Employee performs overtime work at the direction of the Employer and the Employee is not able to utilise the normal means of transport home, the Employer will organise safe means of transport for the Employee or on production of a receipt reimburse the Employee the cost of commuting by taxi.



Department of Economic Development,
Jobs, Transport and Resources

GPO Box 4509
Melbourne Victoria 3001 Australia
Telephone: 03 9651 9999
www.economicdevelopment.vic.gov.au
DX 210074

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UNDERTAKING

The State of Victoria undertakes that clauses 34.4, 35.1(a), 3.1(b) of Appendix 1 and 2.1 of Appendix 7 of the *Victorian Public Service Enterprise Agreement 2016* will not be applied inconsistently with the National Employment Standards and the *Fair Work Act 2009* (Cth).

Matt O'Connor
Deputy Secretary, Industrial Relations Victoria
State of Victoria (Department of Economic Development, Jobs, Transport and Resources)

6/5/16