

## SECTION II – AGENCY SPECIFIC ARRANGEMENTS

### 1 AGENCY SPECIFIC ARRANGEMENTS

Arrangements which apply to specific Agencies are at **Appendices 4 to 12.**

APPENDIX 4 - DEPARTMENT OF JUSTICE

PART 1 - CORRECTIONS VICTORIA

1 WORK OR CONDITIONS ALLOWANCES

1.1 Dog Squad allowance

1.1.1 Employees who are members of a Dog Squad and 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 fixed by 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.

1.1.2 Employees are entitled to be paid overtime in accordance with the provisions of **clause 35 of Section I of this Agreement** (Overtime) when required to perform other duties outside of normal working hours.

1.2 Dog Squad Stand-by

1.2.1 When required to be on stand-by outside of normal hours of duty, a stand-by allowance in accordance with the following schedule will be paid whilst performing such stand-by duty.

From	Per night	Per day/night
1 March 2006	\$20.30	\$40.60
1 October 2006	\$20.90	\$41.80
1 October 2007	\$21.50	\$43.10
1 October 2008	\$22.10	\$44.40

1.3 Emergency Response Group

1.3.1 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.

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From	Per annum
1 March 2006	\$743.00
1 October 2006	\$765.30
1 October 2007	\$788.30
1 October 2008	\$812.00

## 2 HOURS OF WORK AND ADDITIONAL SALARY INCREASES

**2.1** In addition to **clause 33.1 of Section I of this Agreement**, the hours of work and additional salary increases for Employees of Corrections Victoria will be subject to the principles set out below which were preserved by the Public Service (Non Executive Staff – Victoria) (Section 170MX) Award 2000 arising from Commissioner Hingley’s decision in Print P2157:

- 2.1.1** Any person employed as an ongoing or fixed term Custodial Officer within Corrections Victoria may indicate a preparedness to be rostered by the Employer on a trial basis to work up to 80 ordinary hours over 9 days per fortnight (“the trial”);
- 2.1.2** An Employee shall notify his or her preparedness to work up to 80 ordinary hours over a 9 day fortnight in accordance with subclause **2.1.1 of this Appendix** by giving written notice to his or her appropriate Manager;
- 2.1.3** Upon receiving written notification in accordance with subclause **2.1.2 of this Appendix**, the Employer shall consult as soon as practicable with the Employee(s) and the Union to determine whether it is practicable for the Employee(s) to participate in the trial rostering arrangements;
- 2.1.4** If the Employer, the Employee(s) and the Union (“the parties”) agree that it is practicable for a trial to operate in relation to the Employee’s workgroup, the Employer shall implement, as soon as possible but within 28 days of receiving notification in accordance with clause **2.1.2 of this Appendix**, trial rostering arrangements pursuant to which the Employee(s) will work up to 80 hours on 9 days per fortnight;
- 2.1.5** Where an Employee indicates a preparedness to work up to 80 ordinary hours he or she will, unless already in receipt of the 5.2% payment for the extra 4 hours per fortnight, receive a salary increase of 5.2% (being pro rata payment for the additional 4 hours per fortnight worked) from the date the trial is implemented;
- 2.1.6** Employee(s) participating in the trial will, unless already in receipt of the 3% payment for translation into the Custodial Officer (COG) structure, receive an additional 3% pay increase from the date the trial is implemented;
- 2.1.7** The criteria for assessment of the trial will be determined by the employer, in consultation with the Employee(s) and the Union, in advance of the trial. The criteria shall be based on, at least, the pre-trial level of service;
- 2.1.8** The Employer will monitor the operation of the trial in consultation with the Employee(s) and the Union throughout the trial period. Consultation will involve the employer providing all relevant information to Employee(s) and the Union, on a regular basis, to allow them to monitor the trial against the agreed criteria;

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- 2.1.9** The parties agree that they will co-operate in good faith to address any difficulties that may arise during the trial period;
- 2.1.10** If:-
- 2.1.10(a)** it does not prove possible to address major operational difficulties in the conduct of the trial; and
- 2.1.10(b)** after consultation with the relevant Employee(s) and the Union on the major operational difficulties
- then the trial may be terminated by the Employer providing four weeks' notice to the relevant Employee(s) and the Union;
- 2.1.11** The trial will be reviewed before the end of the six month period. This review will be conducted by reference to criteria determined in accordance with subclause **2.1.7 of this Appendix**, with a view to determining whether modified shift arrangements should remain in place;
- 2.1.12** If the review in subclause **2.1.11 of this Appendix** demonstrates that the trial was successful, the relevant Employee(s) will adopt the hours arrangement used during the trial period as the normal rostering practice and will continue to be paid the rates of pay which operated during the trial;
- 2.1.13** If the review in subclause **2.1.11 of this Appendix** demonstrates that the trial was unsuccessful, the relevant Employee(s) will revert to their pre-trial roster arrangements and the rates of pay pertaining thereto.

### PART 2 – MAGISTRATES' COURT OF VICTORIA

#### 3 DEFINITIONS

- 3.1** '**Authorised Officer**' means an officer appointed as a Principal Registrar, Registrar or Deputy Registrar of the Magistrates' Court who, outside the hours for which the Court is open for business, is rostered on call for the purposes of various statutes including the *Crimes (Criminal Investigation) Act*, *Crimes (Family Violence) Act* etc., issuing warrants and coordinating the out of hours attendance of the Magistrates' at the Court.
- 3.2** '**Clerk of Courts**' means a person qualified for and appointed to a position of Clerk of Courts in the Courts Division and includes an unattached officer who was so qualified and appointed as a Clerk of Courts immediately prior to becoming unattached.
- 3.3** '**Court**' unless otherwise specified means the Magistrates' Court of Victoria.
- 3.4** '**Magistrate**' means a person appointed as a Magistrate under the *Magistrates' Court Act* 1989 and includes the Chief Magistrate and Deputy Chief Magistrates.
- 3.5** '**On Call Registrar**' means the Principal Registrar or a Registrar of the Magistrates' Court of Victoria or Deputy Registrar who is required to be on standby or issued with a paging device for the purpose of being on call after hours as an 'authorised officer'.
- 3.6** '**Parties**' means the Department of Justice and the CPSU.

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### 4 WORK OR CONDITIONS ALLOWANCES – CLERK OF COURTS

#### 4.1 Magistrates' Court Victoria On call Allowance

- 4.1.1 Officers appointed as On-call Registrar of the Magistrates' Court of Victoria who are rostered on-call for the purposes of urgent out of hours Court business, will be paid the following on-call allowances:

From	Monday to Friday	Week-end and Public Holidays
1 March 2006	\$44.36	\$124.21
1 October 2006	\$45.70	\$127.90
1 October 2007	\$47.10	\$131.70
1 October 2008	\$48.50	\$135.70

- 4.1.2 Such Registrar will be regarded as commencing duty for overtime purposes from the time a message is received on the paging device or by telephone indicating a requirement to undertake official duties and ceasing, where there is a requirement to travel, at the time of returning home.

#### 4.2 Magistrates' Court Victoria Courtlink Stand-by Allowance (on-call technicians)

When required to be on stand-by outside of normal hours of duty, stand-by allowances in accordance with the following schedule shall be paid:

From	Per night	Per day/night
1 March 2006	\$20.30	\$40.60
1 October 2006	\$20.90	\$41.80
1 October 2007	\$21.50	\$43.10
1 October 2008	\$22.10	\$44.40

### 5 JOB ROTATION

- 5.1 The principles of job rotation are to support Career Development for all Clerk of Courts so as to enhance promotional opportunities and to better support the Department of Justice's management strategies through more appropriately developed Registrars and Employees. Job rotation is applicable to all grades.
- 5.2 No VPS Grade 2 Clerk of Courts should remain at one location for a period in excess of two years unless agreed to in writing by the CEO having regard to exceptional circumstances.
- 5.3 No timeframes are specified for the rotation of persons in classified positions so as to maintain flexibility as positions become vacant and to accommodate changing individual needs and objectives. The objective of the Department of Justice shall be to not transfer a person out of a classified position under a period of two years. However, a period of five years will not be uncommon at country locations.
- 5.4 Employees at VPS Grade 2 and VPS Grade 3 should be actively encouraged to move through a number of court locations and jurisdictions for early career development.

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- 5.5** All notifications of transfer are to be in writing to the officer and documentation of the process shall commence immediately once the move is suggested by the CEO. The following process shall be followed:
- 5.5.1** an attempt to meet the joint requirements of the Department of Justice and the individual will be made in all cases;
  - 5.5.2** the requirements of the Department of Justice in any transfer will be paramount;
  - 5.5.3** when a person is to be transferred, consideration shall be given to location, residence (either country or metropolitan), family situation, timing and any other relevant issues;
  - 5.5.4** the person to be moved shall be advised of the need and reasons for the move;
  - 5.5.5** the person's response shall be documented;
  - 5.5.6** the issues raised by the person both for and against the transfer shall be documented and given due weight and consideration;
  - 5.5.7** all attempts should be made to negotiate an agreed transfer date between the parties; and
  - 5.5.8** if a negotiated agreement cannot be achieved, then the CEO shall fix a date having regard to all the previous issues, not earlier than three months from this time of non-agreement.

#### **5.6 Review Process**

The Department of Justice Grievance Review Process shall apply. Any officer requesting a review shall apply in writing to the Grievance Registrar within 14 days of a written notice to transfer and both the officer and the CEO shall appear in person at the review.

### **PART 3 - OFFICE OF THE PUBLIC ADVOCATE**

#### **6 WORK OR CONDITIONS ALLOWANCES – PAGER ALLOWANCE**

- 6.1** Office of the Public Advocate Employees rostered on pager duty shall 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.
- 6.2** In cases where a public holiday falls within the period of rostered pager duty an additional allowance of 0.2 days leave or salary for the public holiday will be added to the compensation for the period of pager duty worked.

### **PART 4 - VICTORIAN INSTITUTE OF FORENSIC MEDICINE**

#### **7 ON CALL ALLOWANCE**

When required to be on-call outside of normal hours of duty, an on-call allowance in accordance with the following schedule shall be paid:

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From	Per night	Per day/night
1 March 2006	\$20.30	\$40.60
1 October 2006	\$20.90	\$41.80
1 October 2007	\$21.50	\$43.10
1 October 2008	\$22.10	\$44.40

### PART 5 - VCAT GUARDIANSHIP BOARD

#### 8 STAND-BY ALLOWANCE

When required to be on stand-by outside of normal hours of duty, a stand-by allowance in accordance with the following schedule shall be paid:

From	Per night	Per day/night
1 March 2006	\$20.30	\$40.60
1 October 2006	\$20.90	\$41.80
1 October 2007	\$21.50	\$43.10
1 October 2008	\$22.10	\$44.40

### PART 6 - SHERIFF'S OFFICE

#### 9 WORK OR CONDITIONS ALLOWANCES – ROSTERED EMPLOYEES

##### 9.1 Overtime - Commuted Allowance

**9.1.1** Subject to the following, a Metropolitan-based Sheriff's Officer shall be entitled to be paid a commuted allowance at the rate of 6% of base salary and a Country Officer shall be entitled to be paid an allowance at the rate of 10% of base salary.

**9.1.2** 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% component received by Country based officers is in recognition of excess travelling time.

**9.1.3** 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.

##### 9.2 Uniform allowance

In addition to the uniform supplied, each officer will receive an allowance in accordance with the following schedule for the purchase of socks/stockings which form part of the required uniform:

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From	Purchase of socks or stockings (per annum)
1 March 2006	\$109.27
1 October 2006	\$112.50
1 October 2007	\$115.90
1 October 2008	\$119.40

**PART 7 - VICTORIAN COMMISSION FOR GAMBLING REGULATION**

**10 LOTTERY SUPERVISION ALLOWANCE**

**10.1** If an Employee of the Victorian Commission for Gambling Regulation is directed to supervise lottery draws, the Employee must be paid in accordance with the following table:

<b>Roster</b>	<b>Date of Effect</b>			
	<b>1/03/2006</b>	<b>1/10/2006</b>	<b>1/10/2007</b>	<b>1/10/2008</b>
A	\$ 80.12	\$ 82.50	\$ 85.00	\$ 87.60
A (Sunday)	\$ 103.04	\$ 106.10	\$ 109.30	\$ 112.60
A (Mon to Sat P/Hol)	\$ 103.04	\$ 106.10	\$ 109.30	\$ 112.60
A (Sunday P/Hol)	\$ 125.90	\$ 129.70	\$ 133.60	\$ 137.60
B	\$ 80.12	\$ 82.50	\$ 85.00	\$ 87.60
B (Sunday)	\$ 103.04	\$ 106.10	\$ 109.30	\$ 112.60
B (Mon to Sat P/Hol)	\$ 103.04	\$ 106.10	\$ 109.30	\$ 112.60
B (Sunday P/Hol)	\$ 125.90	\$ 129.70	\$ 133.60	\$ 137.60
C	\$ 206.03	\$ 212.20	\$ 218.60	\$ 225.20
C (Mon to Sat P/Hol)	\$ 263.33	\$ 271.20	\$ 279.30	\$ 287.70
D	\$ 206.03	\$ 212.20	\$ 218.60	\$ 225.20
D (Mon to Sat P/Hol)	\$ 263.33	\$ 271.20	\$ 279.30	\$ 287.70
E	\$ 240.37	\$ 247.60	\$ 255.00	\$ 262.70
E (Mon to Sat P/Hol)	\$ 309.05	\$ 318.30	\$ 327.80	\$ 337.60
F	\$ 240.37	\$ 247.60	\$ 255.00	\$ 262.70
F (Mon to Sat P/Hol)	\$ 309.05	\$ 318.30	\$ 327.80	\$ 337.60

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**10.2** Public Holidays are defined as those days identified in **clause 42, Section I of this Agreement** and any other day identified as being a holiday in lieu of such public holidays.

**10.3** Meal Allowances in accordance with **clause 35.12.4, Section I of this Agreement** may be available during duty associated with weekday Lotto supervision.

### **11 RESTRAINT OF TRADE ALLOWANCE**

**11.1** In recognition of the restraint of trade imposed by the present gambling legislation, a 5% allowance will be paid to staff defined as ‘authorised persons’ and a 3% allowance paid to other staff.

**11.2** Any subsequent exemption from the restraint of trade provisions will not result in a requirement to reimburse the Employer for that allowance, and the payment of the allowance will not prevent Employees from seeking and receiving such exemption.

### **12 STAND-BY / ON-CALL**

**12.1** The Employer may require an Employee to stand-by or be on-call for recall to work outside the ordinary hours of duty of the Employee.

**12.2** An Employee, who outside the ordinary hours of duty of the Employee is required to stand-by or be on-call must be paid an allowance as follows:

From	Per night	Per day/night
1 March 2006	\$20.30	\$40.60
1 October 2006	\$20.90	\$41.80
1 October 2007	\$21.50	\$43.10
1 October 2008	\$22.10	\$44.40

**12.3** An Employee required to be on stand-by shall remain within normal travelling time to the required place of work and fit to perform the duties they may be called upon to perform.

### **13 COMPLIANCE AND INVESTIGATION BRANCH SHIFT AND ROSTER ARRANGEMENTS**

#### **13.1 The Roster**

**13.1.1** The Standard Roster for Compliance and Investigation Branch in the Victorian Commission for Gambling Regulation is agreed to be:

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Crew	M	T	W	T	F	S	S	
1	N	N	N	N	a			5
2			d	d	d	A	A	5
3	A	A			N	N	N	5
4	a			d	D	D	D	5
5	d	d	d	d	d			5
6	d	d	A	A	A			5
7	d	d	d	d	d			5
8	D	D	D	D	d			5
								40

D – Day shift at the Casino	d – Day shift at Spring St
A – Afternoon shift at the Casino	a – Afternoon shift at Spring St
N – Night shift at the Casino	n – Night shift at Spring St

- 13.1.2 Roster arrangements across both shifts and workplaces are to be determined treating all staff equally and fairly.
- 13.1.3 Any request for flexibility in start times is to be discussed with the Team Leader.
- 13.1.4 Flexibility for individuals and management to alter shifts can occur, taking into consideration both operational requirements and the preferences of Employees.

**13.2 Salary and Allowances**

- 13.2.1 Gaming Investigators shall be paid a shift allowance of 20% of normal pay in lieu of the other shift allowances below, which shall count as salary for all purposes. Total remuneration as a result of this allowance may exceed the maxima prescribed for the classification to which the Employee is appointed by up to 20%.
- 13.2.2 Overtime and time in lieu will be paid in accordance with **clause 35, Section I of this Agreement**.

**13.3 Roster Reconciliation**

- 13.3.1 At the end of each roster cycle staff will submit details of individual shifts actually worked.
- 13.3.2 Where more non-day, Monday to Friday shifts than prescribed in the standard roster are worked in the cycle, an additional payment of 15% of base salary for the hours so worked shall be made.
- 13.3.3 Where more Saturday shifts than prescribed in the standard roster are worked in the cycle, an additional payment of 50% of base salary for the hours so worked shall be made.
- 13.3.4 Where more Sunday shifts than prescribed in the standard roster are worked in the cycle, an additional payment of 100% of base salary for the hours so worked shall be made.

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### 13.4 Rostering

**13.4.1** Employees can negotiate altered shift work patterns directly with their team leader after rosters have been posted. The Team Leader will consider all Employees equally taking into consideration operational requirements and the preferences of Employees. Roster requests will not be unreasonably withheld.

**13.4.2** Where management changes roster arrangements, these will be handled as per this Agreement. Where less than 48 hours notice is given of changed shift arrangements, Employees will be paid overtime rates for shifts occurring during the 48 hour period.

**13.4.3** Shift times shall be defined as per this Appendix and shall generally be worked as follows:

**13.4.3(a)** Day Shift: Casino 7am - 3.30pm

35 Spring St. 9am - 5.30pm

**13.4.3(b)** Afternoon Shift: 3pm – 11.30pm

**13.4.3(c)** Night Shift: 11pm - 7.30am

### 13.5 Spring Street

Starting times at 35 Spring Street shall remain flexible particularly for Employees working afternoon shifts immediately after the completion of a night shift at the casino. However, flexibility of starting times shall not act to change the character of a shift from day to afternoon or night shift.

### 13.6 Casino

**13.6.1** If the Team Leader determines that the number of Employees rostered for duty at the Casino is in excess of requirements, the roster or work location for one or more individuals from that team may be varied.

**13.6.2** It is anticipated that staffing levels at the Casino will follow the pattern outlined in Table 1 below with actual staffing levels to be determined by the Team Leader due to operational requirements.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Day Shift	L	L	M	M	M	L	L
Afternoon Shift	L	L	L	M	H	H	M
Night Shift	L	L	L	M (until 2am then L)	H (until 4am then M)	H (until 4am then M)	M

**Table 1: Anticipated work levels at the Casino**

**13.6.3** In instances of absences from a team, the following will occur:

**13.6.3(a)** The Team Leader will make a judgement as to whether extra staffing resources are required.

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- 13.6.3(b)** If so, the team leader will contact possible available Employees listed in the 'voluntary staff overtime' list as so established. Calculations for this work will also be as per **clause 35, Section I of this Agreement**.
- 13.6.3(c)** Employees may reasonably refuse such overtime requests if called to do so.
- 13.6.4** Where an Employee performs overtime or an unscheduled period of duty finishing after 6pm and the Employee is not able to utilise the normal means of transport home, the Employer shall organise a safe means of transport for the Employee or reimburse on production of a receipt the Employee the cost of commuting by taxi.
- 13.6.5** Management will also allow Employees to accompany each other to car parking facilities provided on request. No vehicles will be provided for private travel to and from the casino for rostered work.
- 13.7 Time Accrual**
- 13.7.1** Time in lieu: As per **clause 13.7.2 of this Appendix**.
- 13.7.2** Accrued Days Off: Over each 8 week cycle, Employees working 8 hour shifts shall accrue two days off. These days shall be taken at a mutually agreed time.
- 13.7.2(a)** Such days can be accrued over 3 roster cycles to a maximum of 6 days providing that where 6 days has accrued, such leave is not taken contiguously with more than three weeks annual leave, unless otherwise agreed.

### PART 8 - SUPREME COURT OF VICTORIA

#### 14 TIPSTAVES AND ASSOCIATES ADDITIONAL LEAVE ARRANGEMENTS

Additional leave may be granted on the recommendation of the Judge with the approval of the Chief Justice.

### PART 9 - COUNTY COURT OF VICTORIA

#### 15 TIPSTAVES AND ASSOCIATES ADDITIONAL LEAVE ARRANGEMENTS

Additional leave may be granted on the recommendation of the Judge with the approval of the Chief Judge.

### PART 10 – CONSUMER AFFAIRS VICTORIA

#### 16 SHOP TRADING INSPECTORS STAND-BY ALLOWANCE

**16.1** 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:

- 16.1.1** Christmas Day - 25% of the weekly rate for the base rate of VPS Grade 4;

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- 16.1.2** Good Friday, Easter Sunday - 20% of the weekly rate for the base rate of VPS Grade 4;
- 16.1.3** Anzac Day - 10% of the weekly rate for the base rate of VPS Grade 4.
- 16.2** Intermittent duty in connection with stand-by in excess of one hours duration will be remunerated as provided in **clause 35, Section I of this Agreement** (Overtime).

### PART 11 - DEPARTMENT OF JUSTICE - GENERAL PROVISIONS

#### 17 APPLICATION OF STAND-BY AND ON-CALL ALLOWANCES

- 17.1** Stand-by for work is when an Employee is required by the Employer to be ready to perform work outside of ordinary working hours as part of a formal stand-by arrangement, but is not required to be at his/her place of work during that period of stand-by.
- 17.2** The Employee and the Employer must make arrangements about where and how the Employee may be contacted by the Employer to be recalled or be released from stand-by.
- 17.3** The Employee's movements will be unrestricted except that he/she must be able to be contacted immediately (by telephone or pager) outside work hours and must be able to attend work within a reasonable time set by the Employer.
- 17.4** 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.
- 17.5** Intermittent duty in connection with stand-by in excess of one hours duration will be remunerated as provided in **clause 35, Section I of this Agreement** (Overtime).
- 17.6** Stand-by allowances will not apply in the Department of Justice and its portfolio agencies where stand-by is deemed to be incorporated into total remuneration or is otherwise compensated.