

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

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PART 1 - CORRECTIONS VICTORIA

1 WORK OR CONDITIONS ALLOWANCES

1.1 Dog Handlers Allowance

- 1.1.1** 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

- 1.2.1** 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.

From	Per annum
4 May 2009	\$812.00
1 July 2009	\$828.20
1 February 2010	\$838.60
1 October 2010	\$865.90

1.3 Operations Manager and General Manager Stand-by/Duty Officer Allowance

- 1.3.1** 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% 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.

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

1.4 Prison Locksmith Supervisor Allowance

1.4.1 An Employee nominated by the Employer to hold the position of full-time Prison Locksmith Supervisor will be paid an allowance of 10% of base salary. The allowance will be paid in equal fortnightly installments and is in lieu of any entitlement the Employee would otherwise have under **Section 1 of this Agreement** for undertaking stand-by duty.

2 WULGUNGGO NGALU LEARNING PLACE

2.1 DEFINITIONS

“**WNLP Employees**” means Employees employed at the Wulgunggo Ngalu Learning Place.

2.2 Overnight Support Role

WNLP Employees are part of a team providing full time support at the Wulgunggo Ngalu Learning Place.

WNLP Employees work a seven day roster.

A WNLP Employee is required to sleep overnight on the Wulgunggo Ngalu Learning Place premises each evening (Overnight Support Function).

All WNLP employees will participate in the roster and will be available to perform the Overnight Support Function.

The Overnight Support Function will be flexibly allocated amongst WNLP Employees, in consultation with them.

It is anticipated the WNLP Employees will not be required to perform the Overnight Support Function more than 7 times per month.

2.3 Position Classifications

Positions in the WLNP structure will be classified in accordance with the following schedule.

WNLP 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 WNLP 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 WNLP Employee when the WNLP Employee performs the Overnight Support Function. The Overnight Support Function Allowance will be calculated on the basis of the WNLP Employee’s ordinary daily rate of pay.

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

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 provision **35 of Section 1** 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 35.13 of Section 1 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

Clause 34. 3 of Section 1 of this Agreement will apply to WNLP Employees in relation to substituted leave.

Clause 39.9, 39.10 and 39.11 of Section 1 of this Agreement will apply to WNLP Employees in relation to additional annual leave.

3 HOURS OF WORK AND ADDITIONAL SALARY INCREASES

3.1 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:

3.1.1 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”);

3.1.2 An Employee shall notify his or her preparedness to work up to 80 ordinary hours over a 9 day fortnight in accordance with subclause **3.1.1 of this Appendix** by giving written notice to his or her appropriate Manager;

3.1.3 Upon receiving written notification in accordance with subclause **3.1.2 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;

2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE

- 3.1.4** 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 **3.1.2 of this Appendix**, trial rostering arrangements pursuant to which the Employee(s) will work up to 80 hours on 9 days per fortnight;
- 3.1.5** 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;
- 3.1.6** 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;
- 3.1.7** 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;
- 3.1.8** 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;
- 3.1.9** The parties agree that they will co-operate in good faith to address any difficulties that may arise during the trial period;
- 3.1.10** If:-
- 3.1.10(a)** it does not prove possible to address major operational difficulties in the conduct of the trial; and
 - 3.1.10(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;
- 3.1.11** 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 **3.1.7 of this Appendix**, with a view to determining whether modified shift arrangements should remain in place;
- 3.1.12** If the review in subclause **3.1.11 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;
- 3.1.13** If the review in subclause **3.1.11 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.

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

PART 2 – MAGISTRATES’ COURT OF VICTORIA

4 DEFINITIONS

- 4.1** ‘**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* issuing warrants and coordinating the out of hours attendance of the Magistrates’ at the Court.
- 4.2** ‘**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’.

5 WORK OR CONDITIONS ALLOWANCES - REGISTRARS

5.1 Magistrates’ Court Victoria On-call Allowance

- 5.1.1** 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
4 May 2009	\$48.50	\$135.70
1 July 2009	\$49.50	\$138.40
1 February 2010	\$50.10	\$140.10
1 October 2010	\$51.70	\$144.70

- 5.1.2** 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.

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 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.
- 6.2** Office of the Public Advocate employees rostered on pager duty on a Saturday or Sunday will receive compensation at the rate of 0.3 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.
- 6.3** If a public holiday falls within the period of rostered pager duty an allowance of 0.6 days leave or salary will be paid for the public holiday.

PART 4 - SHERIFF’S OFFICE

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

7 WORK OR CONDITIONS ALLOWANCES – ROSTERED EMPLOYEES

7.1 Overtime - Commuted Allowance

- 7.1.1** 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.
- 7.1.2** 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.
- 7.1.3** 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.

PART 5 - VICTORIAN COMMISSION FOR GAMBLING REGULATION

8 LOTTERY SUPERVISION ALLOWANCE

- 8.1** If an Employee of the Victorian Commission for Gambling Regulation is directed to supervise public lottery draws outside or in addition to the Employee's ordinary daily hours of work, established under **clause 33, Section 1 of this Agreement**, the Employee will be paid for the time worked in supervising such draws in accordance with this Appendix.
- 8.2** The ordinary hourly rates for the supervision of public lottery draws in accordance with clause 8.1 of this Appendix are:
- Ball Drawing Device - \$121 per hour; and
 - Random Number Generated Draw - \$77 per hour.
- 8.3** The ordinary hourly rates for the supervision of public lottery draws in this Appendix will increase in accordance with the salary increases provided under **Section 1 of this Agreement**.
- 8.4** Supervision of public lottery draws in accordance with **clause 8.1** of this Appendix will be paid at the following rates:
- Supervision undertaken on a Monday to Friday inclusive (except Public Holidays) – time and a half of the ordinary hourly rate specified in **clause 8.2** of this Appendix;
 - Supervision undertaken on a Saturday (except Public Holidays) – time and a half of the ordinary hourly rate specified in **clause 8.2** of this Appendix;
 - Supervision undertaken on a Sunday (except Public Holidays) – double the ordinary hourly rate specified in **clause 8.2** of this Appendix; and
 - Supervision undertaken on a Public Holiday – double time and a half of the ordinary hourly rate specified in **clause 8.2** of this Appendix.

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

8.5 Meal Allowances in accordance with **clause 35.12.4, Section I of this Agreement** may be available during duty associated with weekday supervision of public lottery draws.

9 RESTRAINT OF TRADE ALLOWANCE

9.1 In recognition of the restraint of trade (and related issues) imposed upon Employees of the Victorian Commission for Gambling Regulation, the Employer will pay to nominated Employees a 5% allowance, calculated on the Employees base salary. All other Employees will be paid a 3% allowance, calculated on the Employees base salary.

9.2 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.

10 COMPLIANCE AND INVESTIGATION BRANCH SHIFT, ROSTER AND ALLOWANCE ARRANGEMENTS

10.1 The Roster

10.1.1 The Victorian Commission for Gambling Regulation, in consultation with Employees engaged in the Compliance and Investigation Branch, will develop a standard roster for the Compliance and Investigation Branch.

10.1.2 The standard roster will:

10.1.2(a) include day, afternoon and night shift work arrangements, as developed by the Employer in consultation with Employees;

10.1.2(b) reflect the Employer's operational requirements, in particular, the need for the Compliance and Investigation Branch to operate on a 24 hour, 7 day per week basis; and

10.1.2(c) be based on an eight week roster cycle.

10.1.3 For the purposes of clause 10.1.2 of this Appendix, afternoon shift and night shift will have the meaning given to them in **clause 34.1.2, Section 1 of this Agreement**.

10.1.4 A standard rostered shift will be of either 7.36 or 8 hours. Employees who work standard rostered shifts of 8 hours over an eight week roster cycle will accrue time in lieu of payment for the hours worked in excess of a standard 7.36 hour shift in accordance with clause 10.8 of this Appendix.

10.1.5 In so far as is possible, roster arrangements across shifts and workplaces are to be determined treating staff equitably.

10.1.6 Any request for flexibility in start times is to be discussed with the Team Leader/Manager.

10.1.7 Flexibility for the Employee or the Employer to alter rostered shifts exists, taking into consideration both the operational requirements of the Employer and the preferences of Employees.

10.2 Shift Allowance – Gaming Inspectors

10.2.1 Gaming Inspectors within the Compliance and Investigation Branch, as nominated by the Employer, shall be paid a shift allowance of 20% of base salary in lieu of the other

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

shift allowances otherwise applicable under **Section 1 of this Agreement** 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%.

10.3 Overtime and Time In Lieu

10.3.1 Overtime will be determined and paid in accordance with **clause 35, Section I of this Agreement**. Time in lieu of payment for overtime will accrue in accordance with **clause 35, Section I of this Agreement**.

10.4 Roster Reconciliation

10.4.1 At the end of each pay period rostered staff will submit details of individual shifts actually worked.

10.4.2 Where an Employee works more Monday to Friday afternoon and night shifts in an eight week roster cycle than are prescribed in the standard roster, an additional payment of 15% of base salary for the hours so worked shall be made.

10.4.3 Where an Employee works more Saturday shifts in an eight week roster cycle than are prescribed in the standard roster, an additional payment of 50% of base salary for the hours so worked shall be made.

10.4.4 Where an Employee works more Sunday shifts in an eight week roster cycle than are prescribed in the standard roster, an additional payment of 100% of base salary for the hours so worked shall be made.

10.5 Rostering

10.5.1 Employees can negotiate altered shift work arrangements directly with their Team Leader/Manager after rosters have been posted. The Team Leader/Manager will consider all Employees equally taking into consideration operational requirements and the preferences of Employees. Roster requests will not be unreasonably refused.

10.5.2 Changes to roster arrangements by the Employer will be made in accordance with **clause 34.5 of Section 1 of this Agreement**. Where less than 48 hours notice is given of changed shift arrangements, affected Employees will be paid overtime rates for shifts occurring during the 48 hour period.

10.6 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.

10.7 Casino

10.7.1 The Employer will determine the staffing levels required at the Casino, in accordance with the Employer's operational requirements.

10.7.2 If the Employer determines, at any time, that the number of Employees rostered for duty at the Casino is in excess of requirements, the roster or work location of one or more Employees may be varied.

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 4 – DEPARTMENT OF JUSTICE**

- 10.7.3** If there is an unplanned absence from a team, the Employer will determine if extra staffing resources are required. If the Employer determines that additional resources are required, the Employer will contact Employees to determine if they are available to undertake additional work.
- 10.7.4** If an Employee undertakes additional work in accordance with **clause 10.7.3** of this **Appendix** above, the Employee will be paid in accordance with **clause 35, Section 1 of this Agreement** for the hours so worked.
- 10.7.5** An Employee may reasonably refuse additional work offered in accordance with this **clause 10.7.3** of this **Appendix**.

10.8 Time Accrual For 8 Hour Shifts

- 10.8.1** Employees who work 8 hour shifts shall accrue two days paid time in lieu for each eight week roster cycle so worked. These days shall be taken at a time agreed between the Employee and the Employer.
- 10.8.2** Time accrued in lieu of payment for working 8 hour shifts may be accrued over 3 roster cycles to a maximum of 6 days, provided that where 6 days time in lieu has accrued, such leave is not taken contiguously with more than three weeks annual leave, unless otherwise agreed.

PART 6 – SUPREME COURT OF VICTORIA

11 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 7 – COUNTY COURT OF VICTORIA

12 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 8 – CONSUMER AFFAIRS VICTORIA

13 SHOP TRADING INSPECTORS STAND-BY ALLOWANCE

- 13.1** 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:
- 13.1.1** Christmas Day - 25% of the weekly rate for the base rate of VPS Grade 4;
- 13.1.2** Good Friday, Easter Sunday - 20% of the weekly rate for the base rate of VPS Grade 4;
- 13.1.3** Anzac Day - 10% of the weekly rate for the base rate of VPS Grade 4.
- 13.2** Intermittent duty in connection with stand-by in excess of one hour's duration will be remunerated as provided in **clause 35, Section I of this Agreement** (Overtime).