Victorian Public Service Enterprise Agreement 2024

Detailed explanation of proposed changes to your terms and conditions of employment

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# Introduction

The Victorian Government and the Community Public Service Union (CPSU) have reached agreement on the terms for a proposed *Victorian Public Service Enterprise Agreement 2024* (the Agreement). The Agreement, if it is approved by employees and then approved by the Fair Work Commission (FWC), will replace your existing terms and conditions of employment, detailed in the *Victorian Public Service Enterprise Agreement 2020* (current agreement).

The tables below explain the substantive changes which are proposed to your existing terms and conditions of employment. Consistent with the current agreement the changes are provided in two sections:

* Section I – changes to the Core Terms and Conditions of Employment, and
* Section II – changes to agency specific arrangements which apply to specific workforce cohorts of a particular department(s).

Where a clause is not listed in the tables below there has been no substantive change as compared to the current agreement. The tables in this summary should be read in conjunction with the Agreement.

Note that, while the tables below attempt to explain the changes to your existing terms and conditions, they do not include any of the following:

* non-substantive changes which seek to clarify the operation of existing entitlements but do not alter their application,
* minor re-drafting of existing provisions which does not alter the substance of your existing entitlements,
* minor re-drafting to remove reference to commitments that were actioned during the life of the current agreement,
* changes to clause numbering for existing entitlements where there are no other substantive changes to the operation of the entitlement or condition, and
* minor re-drafting changes to adopt clear, simplified or gender-neutral language which does not substantially alter your entitlements.

# Section I – Core Terms and Conditions of Employment

Table 1: Proposed changes to the core terms and conditions of employment

| Clause Reference | Clause Title | Nature of proposed change |
| --- | --- | --- |
| **Part 1 – Application and Operation of the Agreement** | | |
| 2 | Definitions and interpretation | The following definitions have been included:   * + Attribute is now defined as having the same meaning as section 6 of the *Equal Opportunity Act 2010* to ensure consistent protections, and   + A definition of workplace delegate has been included which is consistent with the *Fair Work Act 2009*.   The following definitions have been amended:   * + The definition of Accredited Representative of the Union removes the reference to Workplace Delegate to accommodate the new stand-alone definition for that term.   + Wild Dog Controllers have been removed from the named roles excluded from coverage of the Agreement by the definition of employee. Wild Dog Controllers remain excluded from agreement coverage by operation of sub-clause (g)(i) under the existing definition of employee.   + The definition of “long term casual” has been replaced by “regular casual employee” consistent with changes to the *Fair Work Act 2009* terminology and definition during the life of the current agreement. |
| 3 | Commencement Date and Period of Operation | The nominal expiry of the Agreement will be 9 April 2028.  The renegotiation period will run from 9 October 2027 until 9 March 2028. If agreement has not been reached by 9 January 2028, the parties will discuss whether they should seek the assistance of a mutually agreed conciliator or the FWC to further the progress of bargaining.  Salary and allowance increases will take effect from 1 May 2024. Salary and allowance increases payable for the period between 1 May 2024 and the commencement of the Agreement will made as soon as possible after the Agreement commences operation.  Consequential changes have been made throughout the Agreement, for example, to the No Further Claims (Clause 5) to reflect the new nominal expiry date. |
| 4 | Application of Agreement and Parties Covered | The remit of the Agreement Monitoring Committee (AMC) has been expanded to include monitoring the application of the common policies which underpin key provisions of the Agreement and the Best Practice Employment Commitment (BPEC).  The clause has been amended to confirm the parties commitment to maintaining and applying these supporting commitments and require the parties to review and update the common policies within 12 months of the Agreement commencing operation. |
| 6 | Relationship with other Awards, Agreements, the Best Practice Employment Commitment and Savings Provisions | The BPEC, while not forming part of the Agreement identifies a range of measures which will be implemented during the life of the Agreement. These include:   * + establishing an Alternative Ways of Working Committee to undertake a feasibility study of alternative ways of working or other models of arranging ordinary working hours that could be trialled in the Victorian Public Service (VPS),   + an agreed framework which describes the circumstances in which an Employer may provide Time in Lieu to employees classified at VPS 5 or above,   + charging the AMC with monitoring the introduction and use of new technologies in the VPS, and   + establishing a community of practice of payroll functions to discuss and resolve common implementation issues.   Additionally, a small number of specific commitments applying to specific departments, will continue to apply but will not form part of the Agreement. These include:   * + Memorandums of Understanding reached to support the after hours and emergency management work of the Department of Health and Department of Families, Fairness and Housing, and   + Overtime Policy applying in Cenitex.   If during the life of the Agreement, the Employer proposes to amend these agency-specific commitments, they must first consult with the Community and Public Sector Union (CPSU) prior to implementing any amendments.  Clause 6.9 also notes that transitional arrangements apply to some amended or new provisions that have been agreed in the proposed Agreement. These include:   * + The establishment of pay points for VPS 5 and above grades,   + Fixed term employment and conversion arrangements, and   + Casual conversion.   Further specifics on the nature of the transitional arrangements can be found in the relevant clauses. |
| 7 | Anti-Discrimination | Amendments to the existing provision have been made to update the list of protected attributes. |
| **Part 2 - Flexible Work** | | |
| 8 | Flexible Work | The existing provision has been amended to embed the parties’ genuine commitment to support flexible work in the VPS through the Flexible Work Policy issued by the Victorian Public Sector Commission (VPSC).  If during the life of the Agreement, the Employer proposes to amend the Flexible Work Policy, the Agreement will require that they must first consult with the CPSU prior to implementing any amendments.  The Agreement has been amended to require that where an employee makes a request to their usual working arrangements under this policy, the Employer must give the request genuine consideration and provide a response within a reasonable timeframe. |
| 10 | Flexible Working Arrangements – Specific Circumstances | The clause has been updated to reflect recent amendments to the *Fair Work Act 2009* (Cth) (FW Act) and now comprehensively deals with the entitlements enshrined in s65 of the FW Act.  The key amendments include:   * + Minor amendments to clarify the intended operation of the list of specific circumstances which may enliven a right to request flexible working arrangements under this clause, and   + Further detailing what an employer’s response to a request made under this clause must entail.   An employer may only refuse a request under this clause if they have first discussed the request with the employee and genuinely tried to reach agreement about the changes to the employee’s working arrangements. |
| **Part 3 – Communication, Consultation and Dispute Resolution** | | |
| 11 | Implementation of change | The existing provision remains substantially unchanged but for minor revisions to update the clause to ensure it aligns with the model provision under the FW Act.  The clause continues to require that an employer must consult with affected employees and CPSU, where it has developed a proposal for major change likely to have a significant effect on employees. |
| **Part 4 – Employment Relationship and Related Arrangements** | | |
| 16 | Mobility Payment | Minor amendments have been made to this existing provision to clarify its intended operation. These include clarifying the pro-rata arrangements which apply to part-time, casual employees and employees on unpaid leave on the date the payment falls due and how the payment is to apply when the date the payment falls due occurs on a weekend.  These changes do not substantively change an employee’s eligibility for the payment as they are consistent with way the payment has been administered operationally by employers during the life of the current agreement.  The mobility payment figure has been increased by the agreed wage increases and will continue to be paid to eligible employees effective from 1 July of each year of the proposed Agreement. |
| 17 | Secure Employment | Minor re-arrangement of existing terms has been made to accommodate the creation of stand-alone clauses for the use of fixed term and use of casual employment. There are no substantive changes to the existing obligations. |
| 18 | Use of Fixed Term Employment | To accommodate recent amendments to the FW Act, the existing restrictions on when fixed term employment can be used will be deleted and replaced with relevant exemptions from the FW Act.  Employers who engage fixed term employees consistent with these exemptions will be able to employ an individual on a fixed term contract for a maximum of three years duration (subject to limited exceptions).  Fixed term engagements in the same or substantially similar position which exceed three years will trigger new conversion rights to ongoing forms of employment under the enterprise agreement (subject to limited exemptions).  To support the transition to the new arrangements, transitional arrangements have been agreed which clarify how existing fixed term contracts are to be treated for the purposes of determining whether an employee has met the threshold to trigger conversion rights under the new provision. |
| 19 | Use of casual employment | Casual conversion rights which are consistent with recent amendments to the FW Act, will be included in the Agreement. A casual conversion right may be enlivened (unless there are reasonable business grounds not to do so) where a casual employee has:   * + been employed continuously for 12 months,   + the last six months of which has been on a regular and systematic basis, and   + the Employee could continue to work as a full or part time Employee (as the case may be) without significant adjustment.   A six-month transition period from the commencement of the Agreement will apply to allow employers to review the service history of existing casual Employees to determine if the casual conversion arrangements apply and if so, to take the necessary action in order to comply with those conversion requirements. |
| 20 | Employment Categories and Entitlements | Clause 18.3(d) has been included to make clear that short breaks in continuous service can be considered by the employer when determining whether a new employee is required to complete a probation period (or the balance of their probation period) where they have already completed or partially completed a probationary period with another VPS employer. |
| 21 | Usual place or places of work | The operation of the existing entitlements that apply where an employee is required to permanently change their usual place or places of work to a different work area has been amended to:   * + Clarify how the calculation of extra daily travel is intended to operate with respect to determining what disturbance allowance an employee will be entitled to,   + Remove the eligibility conflict with respect to the disturbance allowance paid so that moves involving additional daily travel of fewer than 10kms do not attract a disturbance allowance (consistent with current operational practice), and   + Require the employer and employee to agree in-principle to the reasonable relocation expenses which are to be reimbursed.   + Clarify that the Employer may reimburse the reasonable relocation expenses of the successful applicant, upon acceptance of the role, where the Employer considers that it is reasonable and necessary for an Employee to move residence in order to commence in the role, due to a promotion or transfer as a result of an advertised vacancy or redeployment. Any reasonable relocation expenses (including the quantum) should be agreed between the Employer and Employee prior to any relocation. |
| 24 | Working From Home | The commitment to review working from home arrangements to take account of the experience gained during the COVID-19 pandemic has been deleted as the review has been completed and the VPSC Flexible Work Policy is already in operation. |
| 26 | Management of Unsatisfactory Work Performance | A minor amendment has been made to the existing processes to add a guiding principle that require the employer to ensure employees are treated fairly and reasonably regardless of their gender or any other attribute. Otherwise, the processes for dealing with unsatisfactory work performance remains unamended. |
| 27 | Management of Misconduct | A limited expansion to the right to access dispute resolution during a misconduct process has been inserted to allow access to dispute resolution where an allegation of misconduct has not been put to the employee, within eight weeks of the Employee having been formally advised that the employer is taking steps to run a misconduct investigation involving the employee.  Access to the dispute settling procedure in these circumstances will only be available where the delay is reasonably within the control of the Employer and not when the delay is beyond the Employer’s control. Reasons that would prohibit access to the dispute settling procedure include engagement with integrity agencies or Victoria Police.  Otherwise, the processes for dealing with allegations of misconduct remains unamended. |
| **Part 5 – Salary and Related Matters** | | |
| 29 | Classifications and Salaries – VPS and VPS Aligned Adaptive Structures | Clause 29.5 has been inserted to clarify the interaction between VPS Adaptive Structures and the VPS graduate program.  Clause 29.7 has been amended to provide that a relevant consideration for an Employer when considering appointing an employee above the base is recent previous remuneration or attained VPS salary point for the same or similar role.  Clause 29.9 is new and provides for transitional arrangements for existing VPS 5 to 7 employees whose existing salary does not align to one of the new progression steps for VPS 5 to 7 grades. Employees affected by the transitional arrangements will maintain access to progression amounts (as per the current arrangement) until they move roles or are promoted. |
| 30 | Gender Equality | The gender equality principles have been expanded to include new sub-clause (g) with respect to recognising intersectionality as a contributing factor in gender inequality. |
| 31 | Performance Development and Progression | The existing performance development and progression arrangements are maintained save for the fact the top of grade or value range payment paid to those employees who are assessed as having met their progression criteria and who are already at the top of their grade or value range will be increased from 1 per cent to 1.5 per cent. |
| 32 | Salary Increases | The proposed agreement provides four annual wage increases of 3 per cent effective from 1 May of each year.  Monetary based allowances will be increased by the same amount and at the same time.  The salaries in Schedule C have been updated to reflect the agreed outcome. |
| 33 | Once off lump sum payment | Employees (including Regular Casual Employees but excluding other Casual Employees) will be entitled to receive a once off lump sum payment of $5,600.  Pro rata arrangements apply to employees on unpaid leave or who have casual / part time employment status.  To be eligible for the once off lump sum payment, the Employee must be employed by the Employer on 28 June 2024.  The once off lump sum payment is superable and taxed at applicable income tax rates. |
| 34 | Additional Once off lump sum payment for shift workers | An Employee (including regular Casual Employee but excluding other Casual Employees) who is employed as a Shift Worker will be entitled to receive an additional once off lump sum of $1,000.  Pro rata arrangements apply to employees on unpaid leave or who have casual / part time employment status.  To be eligible for the once off lump sum payment, the Employee must be employed by the Employer on 1 October 2024.  The once off lump sum payment is superable and taxed at applicable income tax rates. |
| 37 | Payment of Salaries | Clause 37 has been amended to outline the process the employer must follow in the event of the need to recover an overpayment from an employee. This process is consistent with the *Financial Management Act 1994* (Vic). |
| 39 | Allowances – Work Conditions | All monetary based allowances will be increased annually by 3 per cent on 1 May of each year. |
| 41 | Superannuation | The cap on the existing entitlement for employers to continue to make superannuation contributions on behalf of an employee during a period of paid and unpaid parental leave will be increased from a maximum of 52 weeks to a maximum of 104 weeks.  The clause has been amended to clarify how the parties intend this entitlement to operate in conjunction with the employee’s right to use their parental leave flexibly in accordance with clause 62.19. These clarifications are consistent with existing operational practices. |
| **Part 6 – Hours of Work and Related Matters** | | |
| 43 | Shift Work | The existing shift work entitlements remain unchanged except for the insertion of:   * + Clause 43.1(b) – to clarify that casual employees are entitled to shift work penalties where they are engaged to perform work in a role, which as part of its operation, would include rostered ordinary hours of work, for example, in corrections, and   + Clause 43.5 – to clarify that during a period of paid Primary Caregiver Parental Leave or paid Additional Secondary Caregiver Parental Leave a Shift Worker will be paid an allowance equal to any additional shift allowances to which the Employee would have been entitled had they not been on paid leave. |
| 44 | Right to Disconnect | A new provision has been inserted at clause 44 to recognise an employee’s right to disengage from work and refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of the Employee’s working hours or during periods of leave or rostered days off.  An Employee must not be expected to routinely perform work outside of the Employee’s working hours, other than in an emergency, incident response situation or in relation to genuine welfare matters.  The clause outlines the circumstances when it would be considered reasonable for the employer to contact employees outside of the employee’s working hours. |
| 46 | Overtime | Clause 46 has been amended to clarify a casual employee’s right to be paid overtime when working more than 38 hours per week, outside the span of hours, weekends, public holidays or without the provisions of a 10-hour rest break.  Clause 46.4, which details an employee’s right to refuse to work overtime, has been expanded to reflect changes to the FW Act.  The parties have also agreed guidelines that, while not forming part of the Agreement, clarify the circumstances Time in Lieu should be provided to employees classified at grades VPS 5 to 7.  The overtime meal payment has been adjusted for the agreed wage adjustments. |
| **Part 7 – Leave of Absence and Public Holidays** | | |
| 49 | Leave of Absence - General | Clause 49.3 has been amended to allow an employer to agree to transfer entitlements between VPS employers (rather than pay out the accrued entitlement) where there has been a short break between periods of service. The employee should advise the employer of their intent to move to another VPS employer prior to commencement with the new VPS employer to allow this to occur. |
| 50 | Annual Leave | Minor amendments have been made to this clause to ensure compliance with the National Employment Standards (NES), including clarifying:   * + who is a shift worker for the purposes of determining an entitlement to an additional week of annual leave, and   + to require that a separate written agreement must be entered into between the employer and employee before cashing out accrued leave. |
| 51 | Cashing out of Annual Leave | The existing limitation on employees which prevents them cashing out accrued leave more than once during the life of the agreement has been removed. However, the existing limitations on the eligibility to cash out annual leave remain unamended. |
| 54 | Dangerous Medical Conditions | The existing entitlement for an employer to direct an employee away from the workplace on personal/carers leave when they hold a reasonable belief the employee has a dangerous medical condition, will now allow for the re-crediting of the personal/carers leave used in these circumstances where the employee provides a report from a registered medical practitioner stating the employee was fit for duty. |
| 55 | Public Holidays | Clarifying an employee’s right to request, subject to operational requirements, to substitute the Australia Day public holiday for another day without the need to evidence that the substitution would allow the employee to observe religious or cultural occasions or like reasons of significance to the employee.  This reflects recent operational practice with respect to the Australia Day public holiday. |
| 56 | Personal / Carers Leave | The evidence requirements needed to support an application for personal/carers leave have been amended to:   * + reflect FW Act’s “evidence that would satisfy a reasonable person” test, and   + not requiring an employee with a chronic health condition, (or an Employee who provides care for someone with a chronic health condition) to provide evidence for each absence related to the condition. |
| 57 | Inherent Requirements | The existing employee incapacity clause has been relocated from the personal/carers leave clause to a stand-alone provision. Otherwise, the clause remains unchanged. |
| 58 | Reproductive Health and Wellbeing Leave | A new leave entitlement will be created to support employees who are unable to work because they are suffering named reproductive health and wellbeing conditions, including endometriosis, polycystic ovary syndrome, menopause or menstruation.  Employees with the stated conditions can access up to five days paid leave (pro-rata for part-time employees) per annum where their balance of accrued personal/carer’s leave has reduced to fifteen days or less.  The Employer may request the Employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee’s entitlement to take leave under this clause.  Employees suffering from reproductive health and wellbeing issues may also request other workplace supports to assist them to manage their symptoms.  Reproductive health and wellbeing leave is non-cumulative and will not be paid out on cessation of Employment. |
| 59 | Family Violence Leave | Existing family violence leave entitlements have been updated to reflect legislative changes to the FW Act, during the life of the current agreement, including:   * + providing access to 10 days paid family violence leave for casual employees, and   + ensuring the rate of pay during a period of family violence leave includes any applicable allowances, overtime payments or penalty rates that the employee would have been paid had they not needed to take leave under this clause.   The Agreement will also include an express requirement for an employer to treat requests from an Employee to change their working arrangements due to family violence in the same manner as a request under clause 10 of this Agreement.  An employee may also request their employer implement a Workplace Safety Plan, to include specific measures to minimise risk and where the employer has the capability to do so, screen their personal devices for spyware and malware. |
| 61 | Compassionate Leave | The existing compassionate leave entitlements have been amended consistent with changes to the FW Act to:   * + permit access to compassionate leave in the event an employee’s child is stillborn or where their spouse has a miscarriage, and   + amend the evidence requirements needed to support an application for compassionate leave to the “*evidence that would satisfy a reasonable person*” test (rather than specifying specific types of evidence). |
| 62 | Parental Leave | The existing parental leave entitlements have been amended to:   * + remove the 3-month continuous service qualifying period before an employee becomes eligible for paid parental leave,   + clarify how paid Additional Secondary Caregiver Leave is intended to operate where an employee elects to take the entitlement flexibly, consistent with current operational practice (see clause 62.6(b)),   + clarify that Pre-Natal Leave is pro-rata for part-time employees, consistent with current operational practice and the averaging arrangements for determining an employee’s pay during parental leave do not apply to pre-natal leave,   + provide access to Personal/Carers Leave and/or unpaid Special Maternity Leave to an employee whose pregnancy terminates after the completion of 12 weeks but before the completion of 20 weeks,   + clarify the notice of an employee’s intention to take parental leave required under clause 62.16(a) should include how they intend to arrange their parental leave (for example, if they intend to use the leave flexibly or in a single continuous period),   + allow for the commencement of the parental leave provided under the agreement to be deferred where the employee’s child remains in hospital immediately after the birth. The employee may elect to return to work or access other periods of leave during the period prior to commencing parental leave,   + delete rules restricting the availability of parental leave to one parent at a time, consistent with amendments to the FW Act during the life of the current agreement,   + confirming the effect of permitted other leave (i.e. annual or long service leave) during a period of parental leave does not have the effect of extending or breaking a period of parental leave,   + providing the discretion for the employer to agree to extend a period of parental leave on more than one occasion where the initial period of leave requested was less than 52 weeks in total,   + the right for an employee to request an extension of their parental leave beyond 52 weeks to the maximum 104 weeks has been strengthened to require the employer to consider the consequences of the refusal on the employee and that genuine attempts to reach agreement on the extension were made prior to refusing a request. If the employer refuses the request, they must set out the particular business ground for refusing the request and explain how the grounds apply to the employee’s request, and   + confirm that requests to return to work at a reduced time fraction must be dealt with in the same manner as a request under clause 10 – Flexible Work Arrangements – Specific Circumstances. |
| 63 | Surrogacy Leave | Surrogacy leave will be available at half pay for a period equal to twice the period. |
| 64 | Foster and Kinship Care | The existing restrictions on limiting access to foster and kinship care to two days on up to five occasions per annum will be removed and replaced with a bank of up to 10 days per calendar year. The leave may be taken to support the placement of a child as a result of an eligible child protection intervention or voluntary placement under the *Children, Youth and Families Act 2005* (Vic) |
| 65 | Gender Affirmation Leave | The existing restriction requiring available leave to be used within a 52-week period will be removed to allow the existing leave entitlement to be used flexibly during the employee’s employment with the VPS.  The language used in the clause has been modernised and updated. |
| 68 | Leave to participate in the First People’s Assembly of Victoria | To reflect changes to the way elected representatives of the First People’s Assembly of Victoria (FPAV) are paid while performing representative functions, the existing arrangement of providing 10 days paid leave from their VPS employment will be removed and replaced with a model of 10 days unpaid leave and a guarantee that the VPS employer will top up the employee’s pay to their ordinary VPS salary where the pay received from the FPAV while performing representative functions is less than their ordinary VPS salary. This will ensure elected representatives who are VPS employees will not be worse off while performing their representative functions. |
| 72 | Leave for Blood Product Donation | The existing entitlement to paid time off to donate blood once every twelve weeks is maintained. The Employer may allow an employee to be released from their duties subject to operational requirements where the employee wishes to donate blood products more frequently. |
| **Part 8 – Emergency Management** | | |
| 78 | Review of Emergency Management Provisions | A review of emergency management provisions will be undertaken within 12 months of the Agreement being approved by the FWC. |
| **Part 9 – Occupational Health and Safety** | | |
| 82 | Industrial Relations Training | An Employee who has been nominated to attend a designated trade union training course will be granted reasonable access to paid leave, as a minimum of five days per calendar year, so long as the granting of such leave does not unduly affect the operations of the employer. |
| 84 | Agreement Compliance and Union Related Matters | The rights of union officials and delegates have been more clearly articulated and strengthened to make clear their rights to represent employees and to require employers to engage with those officials. These arrangements are consistent with recent amendments to the FW Act. |
| 85 | Union encouragement | Clause 85 has been inserted to recognise the right of an employee to join a union and establish arrangements for employees to be made aware of these rights on commencement of employment and through induction processes. |
| **Schedule C – VPS Salaries and Classification and Value Range Descriptors** | | |
| 1 | VPS Salaries | The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May in each year of the Agreement. |

# Section II – Agency Specific Arrangements

Table 2: Proposed changes to the agency specific matters

| Clause Reference | Clause Title | Nature of proposed change |
| --- | --- | --- |
| **Appendix 1 – Department of Justice and Community Safety** | | |
| **Part 1 – Corrections Victoria** | | |
| 2 | Work or Conditions Allowance | The monetary allowances in this clause have been adjusted for the general wage outcome.  Consultation regarding fitness standards which occurred during the life of the current agreement is no longer needed and has been removed. |
| **Part 2 – Custodial Officers** | | |
| 7 | Custodial Officer Structure – VPS Aligned Adaptive Structure | Corrections Victoria will commence a review into the COG classification structure during the life of this Agreement.  The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 5 – Sheriff’s Office** | | |
| n/a |  | Content in the existing agreement relating to reviews of the classification descriptors and qualifications for Sheriff’s Officers review of mental health and wellbeing provisions and process for maintaining accoutrements which occurred during the life of the current agreement is no longer needed and has been removed. |
| **Consumer Affairs Victoria** | | |
| n/a |  | The Shop Trading Inspector Stand-by Allowance that applied in Consumer Affairs Victoria is no longer relevant and has been deleted. |
| **Part 7 – Youth Justice** | | |
| 18 | Overtime (Child and Dependent Care), Sleepover and Court Allowances | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| **Part 8 - Youth Justice - Non-VPS Aligned Adaptive Classification Structure and Descriptors – Department of Justice and Community Safety** | | |
| 19 | Youth Justice Workers | Existing content related to the implementation of the qualification arrangements in the current agreement has been amended to embed current operational practice.  The salary advancement arrangements of 2 progression points for YJW2 employees who complete the certificate IV qualification have been inserted to ensure appropriate career pathways are maintained.  The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 9 – Youth Justice Custodial Centres** | | |
| 26 | Stand-by / Recall Allowance – Youth Justice Custodial Centres | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 27 | Safety and Emergency Response Team | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| **Part 12 – Victorian Institute of Forensic Medicine – Forensic Casual Nurse Examiners and Casual Forensic Nurse (Biological Specimens)** | | |
| 33 | Application of Part 12 of this Appendix | Part 12 has been amended to confirm it applies to casual Forensic Nurse Examiners and casual Forensic Nurses (Biological Specimens) employees but acknowledge the fact the VIFM employee performs a range of other roles classified in the VPS classification structure who perform roles and functions relating to the nursing profession. This is consistent with current operational practice and does not alter existing terms and conditions of employment of any employees. |
| 36, 37, 40, 41, 42 & 43 | Hourly rates of pay – Casual Forensic Nurse Examiner Employees | The hourly rates and monetary allowances in these clauses have been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 13 – Liquor Control Commission** | | |
| 45 & 46 | Various | A new part 13 has been inserted to apply to employees who are inspectors and provide services to the Victorian Liquor Commission.  This new part reflects the outcome of a Machinery of Government change that occurred during the life of the Agreement and there has been no substantive change to the operation and application of these provisions to affected employees. |
| **Appendix 2 – Department of Education** | | |
|  |  | No change. |
| **Appendix 3 – Environmental Protection Authority** | | |
| **Part 1 – Common Provisions** | | |
| 3 | Arrangements | Clause 3 has been amended to confirm that when undertaking a role that is listed in this Appendix, during business hours or after hours, the person will be paid at their current grade or the grade of the role they are undertaking, whichever is higher.  EPA will consult with the CPSU over the definitions of ‘Initial Limited Response’, ‘Reasonable Time’ and ‘follow up work’ within 12 months of implementation of the agreement. |
| 4 | Provisions | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| **Part 2 – After-hours roles** | | |
| 5 | Rostered Incident Responses Roles and After-Hours Allowances | The monetary allowances in this clause have been adjusted for the general wage outcome.  Position titles and duties have been updated to reflect current operational practices and responsibilities.  New allowances have been created and apply to employee’s holding the following positions:   * + Health Risk Officers, and   + Systems Administration Officer   Field Response Officers who complete and maintain all training requirements and become Field Response Officer Endorsed will receive an additional 10 per cent allowance (per week or per day) |
| 6 | Activated Emergency Management Roles | The monetary allowances in this clause have been adjusted for the general wage outcome.  Position titles and duties have been updated to reflect current operational practices and responsibilities.  No longer used position titles have been deleted. |
| 7 | Other rates, allowances and terms | The monetary allowances in this clause have been adjusted for the general wage outcome.  To ensure appropriate fatigue management practices are in place the appendix now includes mandatory meal and rest breaks for employees performing emergency and incident response work including:   * + requiring employees to take regular breaks including 20-minute break every four hours of work,   + ensuring employees have a 10-hour break between reaching their place of rest and recommencing their journey/shift,   + one 48 hours clear break in every 14 days work period,   + that in a 7-day continuous work period the total hours worked should not exceed 60 hours (including travelling when recalled to duty). If anyone has exceeded 60 hours, they must take a break of 48 hours without loss of pay before commencing their next shift.   + limiting incident response stand-by periods to not exceeding 7 consecutive days and not more than 1 in every 3 weeks, and   + limiting night shifts to no more than 4 consecutive nights preceded by a 24-hour rest break.   Fatigue Management Leave has also been created to provide eligible employees with additional time off; to manage the effects of accumulated fatigue after performing their usual work while also being rostered on standby after hours to respond to incident management. These arrangements are based on similar provisions applying to emergency and incident roles in the Department of Energy, Environment and Climate Action.  Clause 7.7 also provides that Environmental Protection Officers will be progressed from the VPS 3.1 value range to the VPS 3.2 value range when they become appointed as an Authorised Officer. |
| **Appendix 4 – Department of Families, Fairness and Housing** | | |
| **Part 1 - General** | | |
| 5 | Overtime (Child and Dependent Care), Sleepover and Court Allowances | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 7 | Clothing Allowance | This new provision provides that ongoing employees in the nominated streams will be entitled to an annual clothing allowance.  This replaces existing reimbursement for clothing damaged during the course duty of or provision of protective clothing to prevent damage models that currently operate. |
| **Part 2 – Child Protection** | | |
| 10 | Rural After-Hours Stand-by | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 13 | Overtime and Additional Leave | Sub-clause 13.1(c) provides that employees in CPP Grade 6 will be paid at the appropriate overtime rate for up to four (4) hours per week in addition to their salary paid for ordinary hours of work. |
| 15 | Single Day or Shift Higher Duties | This new provision provides that employees in the CPP or CYF stream directed to undertake duties at a higher classified position for a single day or shift will be paid higher duties for that shift or day. |
| 16 | Child Protection Consultative Committee | The parties have agreed to establish a Child Protection Consultative Committee (CPCC) within six months of the Agreement being approved by the FWC to discuss issues affecting the Child Protection Workforce. |
| 17 | Child Protection After-Hours Service Consultative Committee | The parties have agreed to establish a Child Protection After Hours Consultative Committee (AHSCC) within six months of the Agreement being approved by the FWC to discuss issues affecting the Child Protection After-Hours Workforce. |
| 18 | Hurstbridge Farm Consultative Committee | The parties have agreed to establish a Hurstbridge Farm Consultative Committee (HFCC) within six months of the Agreement being approved by the FWC to discuss issues affecting the Child Protection Hurstbridge Farm Workforce. |
| 19 | Child Protection Practitioner Retention Allowance | Eligible employees in the Child Protection Practitioner (CPP) stream will be paid a Child Protection Practitioner Retention Allowance. To be eligible the employee must be substantively employed in one of the nominated regions. |
| **Part 3 - Child Protection Practitioner Structure – Children, Youth and Families Stream - Non-VPS Aligned Adaptive Structures and Classification Descriptors** | | |
| 20 | Child Protection Practitioner Structure – Children, Youth and Families (CYF) Stream | Employees classified as CYF Grade 4.7 and Grade 4.8 at the date of commencement of this Agreement will be reclassified as CYF Grade 4.6 with no change to salary or employment conditions (unless otherwise outlined in the Agreement).  Employees classified as CYF Grade 1 level in Secure Care Services at the date of commencement of this Agreement will be reclassified to CYF Grade 2 as set out in the table.  All new entry level Employees employed in Secure Care Services on or after the date of commencement of this Agreement shall be classified at the Children, Youth and Families (CYF) Grade 2 level.  Employees classified as CYF Grade 3 level in Secure Care Services at the date of commencement of this Agreement will be reclassified to CYF Grade 4 as set out in the table.  The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 4 - Child Protection Practitioner Structure – Child Protection Practitioner Stream - Non-VPS Aligned Adaptive Structures and Classification Descriptors – Department of Families, Fairness and Housing** | | |
| 22 | Child Protection Practitioner Structure – Child Protection Practitioner (CPP) Stream | The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 5 – Secure Care Services Program** | | |
| 26 | Shift Allowances – Secure Care Services | This new provision outlines the shift allowances payable to employees employed in Secure Care Services. These allowances are as generous or more generous than the shift penalties that apply in the core agreement to other employees. |
| 29 | Secure Services Consultative Committee | The parties have agreed to establish a Secure Care Services Consultative Committee (SCSPCC) within six months of the Agreement being approved by the FWC to discuss issues affecting the Child Protection Hurstbridge Farm Workforce. |
| **Part 6 – Housing Programs** | | |
| 30 | Housing Services Officer and Housing Customer Service Officer Structures | Subclauses 30.2 and 30.3 establish salary minimums for Housing Customer Service Officers (HCSO) that possess name relevant qualifications.  The grade alignment to the VPS classification structure has enhanced for Housing Services Officers 3.  A new classification structure for Housing Customer Services Officers, which includes a Senior Housing Customer Services Officers role at grade 3.1 has been agreed.  As a new classification Senior Housing Customer Services Officer roles will be advertised through an open merit selection process for existing Housing Customer Service Officers to apply. |
| 31 | Stand By/Recall Allowances for Housing Services Employees | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 32 | Call Centres – Housing and Community Building Maintenance Call Centres | Clause 32.1(e)(ii) has been inserted to make clear the Department is committed to supporting Housing Call Centre employees undertake further study of relevant qualifications. |
| 33 | Housing Consultative Group | The parties agree to establish a Housing Consultative Group (HCG) within six months of the Agreement being approved by the FWC to review and provide recommendations on the appropriate working arrangements for Housing Services Officers, Field Services Officers, Team Leaders, Managers and Housing Call Centre employees. |
| **Part 7 - Housing Officer / Housing Customer Service Officer – Classification Descriptors** | | |
| 34 | Housing Officer / Housing Customer Service Officer – Classification Descriptors | The Housing Customer Service Officer Classification Descriptors have been updated to reflect the new classification structure, including the new Senior Housing Customer Service Officer role. |
| **Part 8 – Emergency Management** | | |
| 35 | Emergency Management Consultative Committee | The parties agree to establish an Emergency Management Consultative Committee (EMCC) within six months of the Agreement being approved by the Fair Work Commission to discuss issues affecting the department’s emergency management response workforce. |
| 36 | Clothing and Equipment for Emergency Management Employees | This new provision outlines the clothing and equipment employees employed by divisions of the department responsible for emergency management (or their successors) will be provided with in the event of emergency response. |
| **Appendix 5 – Department of Health** | | |
| **Part 1 - General** | | |
| 1 -3 | Various | Relevant provisions from Appendix 4 of the current agreement have been replicated in a new Appendix 5 reflective of the Machinery of Government change which occurred during the life of the current agreement.  There have been no substantive changes to the application of these entitlements. |
| **Part 2 – Senior Medical Officers** | | |
| 4 -7 | Various | Relevant provisions from Appendix 4 of the current agreement have been replicated in a new Appendix 5 reflective of the Machinery of Government change which occurred during the life of the current agreement.  There have been no substantive changes to the application of these entitlements |
| **Appendix 6 - Department of Energy, Environment and Climate Action** | | |
| **Part 1 – Emergency Work** | | |
| 1 | Emergency Work | The application of part 1 of Appendix 6 has been expanded to include:   * + emergency responses to a Biosecurity Incident,   + where urgent action is required to meet DEECA's emergency management responsibilities described in the State Emergency Management Plan (SEMP) or   + deployment to readiness for other emergency as directed by Duty Officer.   Existing application is maintained other than for the above additions.  The parties have also agreed to:   * + conduct a review of the impacts of smoke on the health of firefighters in a bushfire context by 31 December 2025,   + when operationally feasible, provide toilet facilities at, or in proximity to, work areas at bushfires and planned burns,   + undertake a full review of all Forest Fire Management uniforms with all reasonable attempts to be made to complete the review by 30 June 2026, and   + ensure that a union delegate participates in the review of the Fit for Emergency medical review process to take place in April 2025. |
| 3 | Fit for Emergency | Employees utilising paid time to achieve and maintain required fitness levels for emergency roles that require a fitness assessment, will also be provided with up to 60 minutes paid time release per week for the express purpose of showering, changing and traveling to and from a training location if required. Unused time release will not accrue. |
| 6 | Rest Period | New sub-clause 6.8 has been added to require that where an Employee is deployed for the purpose of a biosecurity response, prior to the resumption of normal duties, the Employer will offer the Employee a full debriefing and post event counselling. |
| 11 | Stand-by | The monetary allowances in this clause have been adjusted for the general wage outcome.  Employees on stand-by must be contactable by phone for immediate response to an emergency.  A new entitlement has been created in sub-clause 11.8 where stand-by is cancelled at short notice. In such cases a minimum payment as outlined in the clause will apply. |
| 12 | Duty Officer | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 14 | Shift Cancellation Payment | If a pre-arranged day shift for a Saturday, Sunday or Public Holiday is cancelled after the end of normal duty, or after 5.00pm proceeding a Saturday, Sunday or Public Holiday the Employee will be entitled to a shift cancellation payment in accordance with the table in the clause. |
| 17 | Rest Periods for deployments between emergency duties | In addition to the existing rest period entitlements, when personnel on a 7-day emergency deployment or a 4-night emergency deployment in a field-based role experience sustained physically taxing conditions, the employer will provide an additional rest day after the deployment in addition to the two days provided under clause 17.1. |
| 19 | Emergency Field Allowance | Eligibility for this allowance has been amended to include an employee deployed to the front-line operations of an emergency.  Sub-clause (b) also clarifies that in the context of an agricultural emergency this means in-field work away from an incident control centre working at the site (or sites) of the emergency where a pest or disease is suspected or detected or where there has been animal welfare or agriculture impacts. |
| 20 | Emergency Support Allowance | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 21 | Incident Management Team Responsibility Payments | IMT roles have been updated to reflect current operational practice.  The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 22 | Payment of Overtime Ceiling | The payment of overtime ceiling for staff working on fire and emergency response will be increased from VPS 4.1.1 to 4.1.2. |
| 26 | Additional Superannuation for employees engaged in fire management and fire response | The parties have agreed to establish a working group within 1 month of the agreement being approved by FWC to work jointly to develop options which may achieve maintenance of enhanced superannuation for employees engaged in fire management and fire response. |
| 27 | Fatigue Management Leave | The agreement has been amended to clarify that employees within the Agriculture Victoria Group will accrue Fatigue Management Leave for hours worked under emergency conditions except when performing Standby hours for the following roles:   * + Resource officer   + Emergency Animal Disease Veterinary Officer   + Animal Health Officer |
| 29 | Living Away from Home Allowance | An allowance will be paid (at the rate specified in the clause) where an Employee is required to spend the night away from their normal residence location and is accommodated away from their normal residence between shifts when undertaking the following types of work:   * + Emergency response, or   + Planned burning, or   + Preparation work for planned burning.   Agriculture Victoria employees were not previously entitled to this leave type. I think explicitly highlighting that they will now accrue it may result in less queries from this group. |
| 30 | Shift Commencement and conclusion | Clarifies the starting and concluding points for a shift in the context of an emergency response when deployed away from home location’. |
| 31 | Returnee Payment – Fire Support Officer | Seasonal Fire Support Officers who return the following season will be eligible for a lump sum payment per year after 3 months, for 3 months’ service at the rate specified in the clause.  Fire Support Officers are not eligible for the Mobility Payment under clause 16 of this Agreement. |
| **Part 3 – Allowances – Non-Emergency** | | |
| 33 | Camping Allowance | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 34 | Non-Emergency Stand-by | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 35 | Remote Locations | The monetary allowances in this clause have been adjusted for the general wage outcome.  The following locations have been added to remote locations:   * + Highly Remote – Walpeup   + Remote – Piangil, Rainbow, Sea Lake, Speed, Birchip, Ouyen and Edenhope. |
| 37 | Farm and Building Security Allowance | A Farm/Building Security Officer (FBS Officer) will be paid an allowance (as specified in the table in the clause) when 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. |
| 38 | Trainer and Assessor Allowance | The employer will appoint employees with the necessary training, accreditation and approvals working in a role as Lead Trainers or Skill Coaches.  Employees at a grade level of VPS 4 or lower appointed as Lead Trainers or Skills Coaches will be paid a Trainer/Assessor allowance at the rate specified in the clause. |
|  | n/a | Part 4 of the current agreement, relating to Customer Service Centre, has been deleted as it is no longer applicable. |
| **Appendix 7 – Ministerial Transport Officers** | | |
| **Part 1 – Ministerial Transport Officers** | | |
| 2 | Ministerial Transport Officers Structure | Ministerial Transport Officers (MTOs) are now being covered by a VPS Aligned Adaptive Structure with progression steps that are directly aligned to VPS classifications. This is a change from the existing non-aligned VPS Structure. |
| 3 | Hours of Work | Hours of work for MTOs are now 76 hours per fortnight, in line with the core Agreement. The existing hours of work for MTOs of 106 hours per fortnight is removed.  The usual arrangement of the 76 hours of work per fortnight for all MTOs is between 8:00 am to 4:21 pm, where during this time MTOs must present for work at 1 Treasury Place. This usual arrangement of hours is modified for:   * MTOs with the Pool classification who are assigned to passengers for a period or; * for MTOs with the Allocated Passenger, Government Leader and Premier classifications.   This modification will occur in accordance with clause 42.3, whereby the usual arrangement of the hours of work and the location of presentation for work will be agreed with the Employer. |
| 4 | Record Keeping | A clause referencing the existing 106 hours of work per fortnight for MTOs is removed as hours of work for MTOs are now 76 hours of work a fortnight. |
| 5 | Overtime | Overtime for MTOs will now be in accordance with the core VPS Agreement. The existing overtime arrangement where overtime is paid only for hours performed over 106 hours of work a fortnight is removed. |
| 6 | Maximum Daily Hours and Minimum Rest Period | The existing term ‘active driving duty’ is now defined. New, complementary, terms are also introduced including:   * non-active driving administrative duty (clause 6.3) * available on duty periods (clause 6.4)   There is also now a new clause requiring that MTOs contact the Fleet and Chauffeur Services Operations Office for direction, as soon as practical, in the event where they expect to exceed 16 hours of duty in any 24-hour period.  The existing clause requiring MTOs to contact the stand-by driver where they identify that they may not likely observe a 10-hour break has been amended to change the contact from the stand-by driver to the Fleet and Chauffeur Services Operations Office. |
| 7.1 | Stand-by Allowance | The existing stand-by allowance has been removed and the stand-by allowance as provide by the core VPS Agreement is now applicable. |
| 7.2 | Ministerial Role Gratuities | This is a new clause that captures the existing provisions that provide for Ministerial Role Gratuities paid to MTOs who are classified with as Allocated Passenger, Government Leader or Premier MTOs.  The only changes to the Ministerial Role Gratuities are:   * The Ministerial Role Gratuities have been adjusted for the general wage outcome. * The Opposition Leader and the Opposition Deputy Leader in the Legislative Assembly are now eligible for the Government Leader Allowance. |
| 7.3 | Overtime Meal Expenses | These overtime meal expenses have been adjusted for the general wage outcome. |
| 7.5 | Incidentals Allowance | The existing incidentals expenses clause has been changed to an allowance entitlement, providing MTOs who are required to travel overnight on driving duties with an incidentals allowance. The quantum of this allowance is determined by the Australian Taxation Office’s reasonable limits on incidentals expenses. |
| 7.7 | Uniforms | The Uniform Reimbursement Amount has been adjusted for the general wage outcome. |
| 11 | Use of Ministerial Vehicles | The existing clause has been amended to include that where an MTO ‘cannot drive for other reasons’, the fleet ministerial vehicle may be driven by the persons listed in the existing clause. |
| **PART 2 - VPS Aligned Adaptive Structure and Classification Descriptors – Ministerial Transport Officers** | | |
| 12.1 | Ministerial Transport Officers | MTOs are now subject to a classification structure. This is a change from the single classification which MTOs are currently subject to.  The MTO classification structure is a VPS Aligned Adaptive Structure commencing at the equivalent of a VPS 2.2.1 and ending at a VPS 3.1.1. MTOs will progress up this classification structure subject to meeting their Performance Development and Progression plans per clause 31 of the proposed Agreement.  All existing MTOs who were employed by the Department of Government Services as of 1 May 2024 will be provided with a once- off translation to the MTO classification structure, in accordance with clause 12.2, on 1 May 2025. |
| Part 3 | Grandfathering Arrangements for MTOs employed at the commencement of the Enterprise Agreement. | Part 3 of Appendix 7 is a new part that provides grandfathering arrangements for existing full-time and part-time MTOs. The grandfathering arrangements are to ensure that eligible MTOs are not disadvantaged moving to the proposed Appendix 7 terms from their existing terms that provide for an annualised salary arrangement for 106 Hours of work a fortnight.  Clause 13.2 provides a guarantee that MTOs will not have their fortnightly earnings under the proposed Agreementterms fall below the listed amounts at Table 122 (equivalent to what an MTO would have earned fortnightly under the current agreementAppendix 7 terms (106 hours of work per fortnight)).  Clause 13.3 provides that, to give effect to clause 13.2, a *Retention Allowance* will be paid to MTOs on a fortnightly basis which is the difference between the salary rates under the *VPS Agreement 2024* and the guaranteed fortnightly earnings under clause 13.2. This clause also provides for adjustments for overtime in relation to the amount of the retention allowance.  Clause 13.4 provides that where an eligible MTO would have been entitled to greater fortnightly earnings under Appendix 7 of the *VPS Agreement 2020* than the proposed Appendix 7 of the *VPS Agreement 2024*, the Employer will conduct a reconciliation of earnings under both agreement terms.  Where this reconciliation shows the employee would have received greater fortnightly earnings under Appendix 7 of the current agreementcompared to Appendix 7 of the proposed Agreement, the Employee will be entitled to be paid the difference as overtime earnings. |
| **Appendix 8 – Victoria Police** | | |
| **Part 1 - General** | | |
| 1 | Allowances | There are no substantive changes to the existing entitlements to reimbursements for travel, meal and relocation expenses.  The clause however now refers to the guideline that supports managers with identifying the relevant travel, meal and relocation expenses applied to sworn employees of Victoria Police that are applicable to VPS employees at Victoria Police. The guideline itself is not incorporated into the Agreement |
| 3 | Managing Welfare | This is a new clause which entitles management to approve the release of an employee for one day (per occasion without loss of pay) after exposure to a significant or critical incident to recover or to access Victoria Police support services. |
| 4 | Wellbeing | This is a new clause which provides access for all employees to access and utilise Victoria Police gymnasiums and exercise facilities, subject to the discretion of Victoria Police to reasonably limit and control access. |
| **Part 2: Forensic Officers** | | |
| 6 | Recall Provisions | This existing provision has been amended to widen the scope of when recall/overtime is payable to Forensic Officers.  Provided an employee receives approval or direction from the relevant authorised delegate, recall and/or overtime will be payable in the following circumstances:   * + Attending a scene;   + Carrying out urgent laboratory work; and/or   + Preparing for court. |
| **Part 3: Forensic Officers – Non-VPS Aligned Adaptive Classification Structures and Descriptors – Victoria Police** | | |
| 8 | Forensic Officer Structure | Amendments have been made to the progression levels for Forensic Officers 5 – 7 to enable progression annually instead of bi-annually (every 2 years).  The salary table has been updated to reflect the agreed general wage outcome which provides four annual wage increases of 3 per cent effective from 1 May of each year. |
| **Part 8 – Custodial Nurses** | | |
| 18 | General | This relates to the introduction of new clauses relating and specific to Custodial Nurses. Custodial Nurses are nurses employed in Custodial Health Services, State Emergencies and Support Command (or the equivalent as described from time to time). |
| 19 | Shift Allowances (Saturday, Sunday, public holiday and night shifts) | This new clause relates to 12-hour shifts performed by Custodial Nurses and applies in lieu of clause 43.2(d) of Section I of the Agreement. Clause 43.2(d) of Section I of the Agreement will still apply where a Custodial Nurse works a five-or-seven-hour shift.  Custodial Nurses working 12-hour shifts are entitled to be paid the appropriate shift allowance for the day on which each hour of work is performed.  Example:  An employee is rostered to work from 19:00 to 07:30 with the shift commencing on a Sunday. The hours worked between 19:00 to 24:00 will be paid at the applicable Sunday rate. For hours worked between 24:00 and 07:30 on the Monday, each hour attracts the relevant Monday shift allowance.  Example:  An employee is rostered to work from 19:00 to 07:30 with the shift commencing on a public holiday (i.e. Tuesday). The hours worked between 19:00 to 24:00 will be paid at the applicable public holiday rate of 150 per cent. For hours worked between 24:00 and 07:30 on the non-public holiday (i.e. Wednesday), each hour attracts the relevant shift allowance (i.e. Wednesday shift allowance).  Example:  An employee is rostered to work from 19:00 to 07:30 with the shift commencing on Christmas Day and finishing on Boxing Day. As both parts of the night shift are performed on public holidays, all hours worked during the whole shift will be paid at the applicable public holiday rate of 150 per cent. |
| 20 | Daylight Savings | New entitlement to Custodial Nurses to be paid for the actual hours worked at the ordinary time rate of pay when daylight savings changes occur. |
| 21 | Qualification Allowance | This new clause provides for a qualification allowance for Custodial Nurses. The qualification must be relevant to the work of a Custodial Nurse employed in Custodial Health Services, State Emergencies and Support Command (or the equivalent as described from time to time).  Custodial Nurses in receipt of a 20 per cent retention allowance are not entitled to the qualification allowance. |
| **Part 9 – Aboriginal and Community Liaison Officers** | | |
| 22 | Aboriginal and Community Liaison Officers | This new part applies to Aboriginal and Community Liaison Officers at Victoria Police. The clause entitles Aboriginal and Community Liaison Officers to two (2) name badges during the life of the Agreement.  There is also reference to eligibility of the language allowance as set out in clause 39.4 of this Agreement. |
| **Appendix 9 – Safe Transport Victoria** | | |
| 3 | Non-Emergency Stand-by | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| **Appendix 10 – Independent Broad-based Anti-Corruption Commission** | | |
|  |  | No change |
| **Appendix 11 – Court Services Victoria** | | |
| 2 | Court Registrar Structure | The parties have agreed to create a centralised online information hub to support greater transparency of registry roles, locations, classifications and career pathways.  The court registrar career structure has been amended to reflect the following adjustments:   * + Trainee Registrar minimum salary will now be VPS 2, Value Range 2, pay point 1.   + Qualified Trainee Registrar minimum salary will now be VPS Grade 2, Value Range 2, salary point 5, upon attainment of the relevant Court Trainee Program.   + Deputy Registrar will have appointed as VPS Grade 2, Value Range 2 pay point 7.   The details of the court trainee program have been updated to reflect current operational practice. |
| 3 | Supreme Court of Victoria Tipstaves and Associates Additional Leave | The existing discretionary entitlement has been amended to provide that the leave that may be granted under this provision is up to 20 day per annum. |
| 4 | County Court of Victoria Tipstaves and Associates Additional Leave | The existing discretionary entitlement has been amended to provide that the leave that may be granted under this provision is up to 20 day per annum. |
| **Appendix 12 – Office of the Governor** | | |
| 1 | Commuted Overtime Allowance | An employee working within the Office of the Governor, other than a casual Employee, who regularly works overtime at the direction of the Employer in addition to their ordinary hours of work is entitled to be paid the commuted overtime allowance.  The previous stipulation that limited the application of the allowance to the Aide to the Governor, Driver or service staff roles has been deleted. |
| 2 | Uniforms | Clause 2.4(g) has been inserted to outline the uniform arrangements for employees in the Security Team. |
| 2.7 | Clothing Allowance – Aides to the Governor | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 3 | Reimbursement of Expenses | The existing arrangements for covering accommodation and meals costs for employees will be deleted and will now default to the core reimbursement model which applies to all employees. Employees who incur costs during the course of their duty can claim reimbursement up to relevant ATO limits. |
| **Appendix 13 – Victorian Gambling and Casino Control Commission** | | |
|  |  | No change |
| **Appendix 14 – Game Management Authority** | | |
| 2 | Non-Emergency Stand-by / Recall | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 4 | Duty Officer | A new allowance will be paid to employees appointed to be the designated Duty Officer for a specified period and responsible for any operational, safety, wellbeing or emergency incidents. |
| 5 | Replacement of damaged clothing | This new provision outlines the circumstances the employer will reimburse the employee for reasonable replacement costs for damaged or destroyed personal clothing while performing field work. |
| 6 | Shift work | Confirms that the core shift work provisions will also apply to shift-workers performing work under this Appendix. |
| 7 | Camping | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| 8 | Remote Locations | The monetary allowances in this clause have been adjusted for the general wage outcome. |
| **Appendix 15 – Victorian Fisheries Authority** | | |
| **Part 1 – Stand-by, Recall and Related Matters** | | |
| 2 | Non-Emergency Stand-by / Recall | The monetary allowances in this clause have been adjusted for the general wage outcome.  The clause has also been amended to clarify that where an employee is required to be on stand-by for a period shorter than a full night or day/night they will still be paid the full amount specified in the table. |
| 3, 5, 6, 7, 9 & 10 | Various | The monetary allowances in these clauses have been adjusted for the general wage outcome. |
| **Part 3 – Fisheries Officer Matters** | | |
| 18 | Maritime Qualification Allowance | The monetary allowances in these clauses have been adjusted for the general wage outcome. |
| **Part 4 – Fisheries Officer Structure** | | |
| 19 | Fisheries Officer Structure | New salary minimums and career progression arrangements have been agreed for Fisheries Officers. These arrangements will increase the entry level from VPS 2.1.5 to VPS 3.1.1. Officers will then be advanced to VPS 3.2.1 upon meeting the agreed criteria outlined in clause 19.1(b). Further career progression points are established by the clause.  The new structure and career advancement arrangements are as generous or more generous than the existing structure. |
| **Appendix 16 – Department of Transport and Planning and Victorian Infrastructure Delivery Authority** | | |
| 3 | Traffic Control Officers | Clause 3 sets out additional entitlements payable to Traffic Control Officers, including penalties to be paid to employees in the event of change of shifts at short notice or where required to perform an un-rostered shift at short notice.  Clause 3.3(c) also provides that the Employer will grant thirty (30) minute paid meal breaks to TCOs at times suitable to operational requirements. Where overtime follows immediately after shift work, subsequent meal breaks will also be paid meal breaks. |