

**2009 EXTENDED AND VARIED VERSION
VICTORIAN PUBLIC SERVICE AGREEMENT 2006
APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES**

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PART 1 - GENERAL

1. RECREATION LEAVE – SHIFT WORKERS – ADDITIONAL LEAVE – OPTIONAL PAYMENT

In the Department of Human Services, eligible shift workers may elect to take the fifth week's leave referred to in **clause 39.8, Section I of this Agreement** as an additional week's pay in lieu of the fifth week of recreation leave. Where an eligible shift worker elects to receive the additional weeks salary in lieu of the leave, and the Employer approves that election, the Employee shall be paid a weeks salary at his or her ordinary rate of pay, or pro-rata if the Employee would not have been entitled to a full weeks leave.

2. SHIFT ALLOWANCES - SATURDAY AND SUNDAYS

In the Department of Human Services, the Employer will pay a shift worker who is rostered to work ordinary hours on a Saturday or Sunday, excluding a Public Holiday, an allowance of 75% of the ordinary hourly rate for each hour of ordinary duty performed.

3. TIME RECORDING

All Employees will record the hours worked in the manner and form determined by the Employer.

4. LEAVE AT HALF PAY

The Employee may apply for recreation leave, sick leave, parental leave, compassionate leave or long service leave at half pay. Employer approval for such leave arrangements will be subject to capacity to maintain workplace activities in the Employee's absence. Any public holiday that falls during a period of leave on half pay will be paid at half pay.

5. STAND-BY RATE AND COURT ALLOWANCE – GENERAL PROVISIONS

- 5.1** The Stand-by/Oncall/Recall provisions in Appendix 7 operate to the exclusion of the Stand-by/Recall provision of the core other than the provision "overtime - minimum period" at **clause 35.10** which continues to apply.
- 5.2** The Employee on stand-by duty must be contactable by telephone (or pager) and must be available to return to duty to attend for work within a reasonable time as agreed between the Employer and the Employee.
- 5.3** The Employer must reimburse the Employee for the cost of telephone (or pager) calls made in the course of stand-by duty.
- 5.4** The Employer must grant the Employee an eight hour break (except for Rural After Hours Child Protection Services where a ten hour break will be granted) between the end of the final period of any recall to duty and the commencement of his or her next period of duty.
- 5.5** The Employer may recall the Employee to return to duty before the expiration of eight hour break or in the case of Rural After Hours Child Protection Services where a ten hour break is granted. In these circumstances the Employer must pay the Employee in accordance with

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clause 35, Section I of this Agreement (Overtime) at the rate of time and a half their ordinary hourly rate for the first three hours and, for all time worked after the first three hours, at double time until the commencement of the break.

- 5.6** Payment of a stand-by or court allowance shall constitute total compensation for any intermittent duty in connection with stand-by on call/re-call or sleepover duty to a total of one hour's duration. The Employer shall pay the Employee in accordance with clause 35, Section I of this Agreement (Overtime) for all work performed after the first hour of recall to duty.

5.7 Court Allowance

An Employee who has been placed on stand-by to make themselves available to attend court on departmental business at a time they are not rostered to work or outside their normal contracted hours shall be paid an allowance as per the table below, irrespective of the cancellation, deferral or subsequent notice that they do not need to attend at that time:

Commencement Date	Per Day
4 May 2009	\$40.28
1 July 2009	\$41.10
1 February 2010	\$41.60
1 October 2010	\$42.95

Child Care expenses will be in accordance with **clause 37, Section I of this Agreement**.

5.8 Sleepover Allowance

- 5.8.1** Where the Employer requires an Employee to sleep over in a client residential setting, the Employee shall be paid an allowance per sleep over on or after the effective date at the rates specified in the following table:

Commencement Date	Per Night
4 May 2009	\$73.15
1 July 2009	\$74.60
1 February 2010	\$75.55
1 October 2010	\$78.00

- 5.8.2** Where an Employee works 12 hours in addition to a sleepover within any 24-hour period, they shall be entitled to 3 hours off duty prior to recommencing. An Employee not so released shall be paid in accordance with **clause 35, Section I of this Agreement (Overtime)** for all time that is spent working in excess of 21 hours.

- 5.9** A sleepover period shall not commence prior to 10:00pm or extend beyond 7:00am; and no Employee shall unreasonably refuse to work sleepover or be required to sleepover outside the normal hours of duty except by mutual agreement between the Employee and the Employer.

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6. STAND-BY (ONCALL/RECALL)

6.1 Rostered Stand-by with recall

An Employee who is required to perform work outside ordinary working hours as part of formal rostered stand-by and be available to return to the workplace or to respond to “call-outs” within a specified maximum period of time, shall be paid an allowance as per table below:

Commencement Date	Night Period	Day/Night Period (weekend and public holidays)
4 May 2009	\$20.21	\$40.28
1 July 2009	\$20.60	\$41.10
1 February 2010	\$20.85	\$41.60
1 October 2010	\$21.55	\$42.95

6.2 On-Call

An Employee who is given prior approval to perform work outside ordinary working hours and be required to be available to provide advice or assistance on the telephone, shall be paid an allowance as per table below:

Commencement Date	Day Period	Day/Night Period (weekend and public holidays)
4 May 2009	\$8.03	\$20.21
1 July 2009	\$8.20	\$20.60
1 February 2010	\$8.30	\$20.85
1 October 2010	\$8.55	\$21.55

7. STAND-BY /ON CALL ALLOWANCES FOR HOUSING SERVICES EMPLOYEES AND RURAL AFTER HOURS CHILD PROTECTION

7.1 A Housing Services Employee who is required by the Employer to perform stand-by (on-call/recall) duty must be contactable either via pager or telephone and be available to be recalled to work immediately as a result of an emergency. Where these arrangements were not previously negotiated with the Employee, the Employee must be paid an allowance as follows:

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7.1.1 Emergency Recall

An Employee must be paid an allowance specified below per hour when required to be available for immediate recall to duty:

Commencement Date	Per Hour
4 May 2009	\$6.70
1 July 2009	\$6.85
1 February 2010	\$6.90
1 October 2010	\$7.15

Following a period of emergency recall the Employee will be released from duty until the completion of an eight hour break in accordance with **Clause 5.4** of this **Appendix** or where this does not occur paid in accordance with **Clause 5.5** of this **Appendix**.

7.2 Rural After Hours Child Protection

An Employee employed in the **Rural After Hours Child Protection Services** shall be paid, in lieu of the allowances in **clause 6** above:

7.2.1 an allowance for performing work outside ordinary working hours as part of formal rostered stand-by and being available to return to duty to respond to “call-outs” within a specified maximum period of time for a night period or for a day/night period (weekends and public holidays) with effect from the first pay period on or after the effective date at the rates specified in the following table:

Commencement Date	Night period	Day/Night period
4 May 2009	\$54.00	\$76.20
1 July 2009	\$55.10	\$77.70
1 February 2010	\$55.75	\$78.70
1 October 2010	\$57.60	\$81.25

7.2.2 an additional allowance for performing work outside ordinary working hours as part of formal rostered stand-by and being available to return to duty to respond

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to “call-outs” within a specified maximum period of time for a night period or for a day/night period (weekends and public holidays) with effect from the first pay period on or after the effective date at the rates specified in the following table:

Commencement Date	Night period	Day/Night period
4 May 2009	\$10.00	\$20.00
1 July 2009	\$10.20	\$20.40
1 February 2010	\$10.35	\$20.65
1 October 2010	\$10.65	\$21.35

PART 2 – CHILD PROTECTION

8. CENTRAL AFTER HOURS CHILD PROTECTION SERVICE - TEN HOUR BREAK

- 8.1** Notwithstanding **clause 35.13, Section I of this Agreement**, the Employer may recall the Employee to return to duty before the expiration of the ten hour break. Where an Employee is recalled for duty within 10 hours of completing their previous shift, the Employer must pay the Employee at time and a half for the first three hours and, for all time worked after the first three hours, at double time, until the commencement of the break.
- 8.2** The roster, including starting times, will not be changed because a 10 hour break has not occurred.
- 8.3** If an Employee commences work later than their rostered time, in order for the 10 hour break to be observed, they will be paid including all appropriate payments for the whole shift (including any over runs), from the commencement of their rostered shift time.
- 8.4** In addition to clause 8.3 above where an Employee works five hours of overtime in addition to a normal period of rostered duty the Employer may direct the Employee off all or part of the next day’s shift with no disadvantage to the Employee having regard to occupational health and safety obligations and Employee well-being.

9. ADDITIONAL LEAVE FOR CHILD PROTECTION WORKERS

- 9.1** The provisions of this clause apply to Employees who work within a direct service capacity within Regional Child Protection Services or Regional Placement Co-ordination Services or Secure Welfare Services or as Court Officers (non-legal) in the Court Advocacy Unit.
- 9.2** The Employer must grant an additional five days leave to Child Protection Workers in levels 2, 3 and 4 in the following circumstances:
- 9.2.1** a Child Protection Worker who accrues more than 152 hours combined time in lieu or overtime; or

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- 9.2.2** A Rural Child Protection Worker who participates in the rural after hours child protection service who accrues more than 76 hours combined time in lieu or overtime
- 9.3** provided that the time in lieu and overtime must relate to actual hours worked, but does not include time accrued while on stand-by.
- 9.4** Child Protection Workers in Grades 5 and 6 who participate in the Rural After Hours Child Protection Service are able to access an additional five days leave when they accrue more than 76 hours of time in lieu or overtime from actual hours on “call outs.”
- 10. PROVISION OF PROTECTIVE CLOTHING – STREETWORKS PROGRAM**
- 10.1** Within the Department’s Streetworks programs, all ongoing and fixed term Employees will be provided with appropriate clothing or a clothing allowance up to \$500 per annum.
- 10.2** Clothing shall be provided on a needs/replacement value up to the value of \$500 per annum.
- 10.3** The Department, in consultation with the Employees and the union, shall determine the type and standard of clothing and supply arrangements.
- 10.4** Protective footwear, if provided or purchased must meet the relevant Australian safety standard.
- 10.5** Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.
- 10.6** Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the Department for the supply of appropriate clothing to Employees.

PART 3 - YOUTH JUSTICE

11. OVERTIME

Notwithstanding **clause 35 of Section I of this Agreement** (Overtime), Youth Justice Worker Employees who are employed at Malmsbury Youth Justice Centre, Melbourne Youth Justice Centre, Parkville Youth Residential Services and within Secure Welfare Programs at Ascot Vale and Maribyrnong whose normal rostered shift hours of duty are in excess of 76 hours per fortnight will receive time in lieu on an hour for hour basis for those additional rostered shift hours beyond 76 hours per fortnight.

12. YOUTH JUSTICE PRACTICE PRINCIPLES

- 12.1** The parties jointly commit to continue to work together in an endeavour to improve rostering arrangements to better meet client and Employee requirements.
- 12.2** The parties agree that the following principles be applied in regard to decision making and practice within Victorian Youth Justice Centres and Secure Welfare Centres.
- 12.3** The following principles will be known as the ‘Youth Justice Practice Principles’:
- 12.3.1** All Youth Justice clients and Employee’s will be treated with dignity and respect.

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- 12.3.2** Support the rehabilitative, safety and supervisory needs of clients within the framework of the Children and Young Persons Act.
- 12.3.3** Support 'normalised' hours of operating where young people in custody or in care should seek within these principles, to achieve 14 hours minimum 'unlock' where it is safe and secure for Employees and clients to do so.
- 12.3.4** Proactively support the work, family and life balance policy.
- 12.3.5** The parties commit to working collaboratively to ensure that Occupational Health and Safety practice and procedures are best practice standard.
- 12.3.6** Any proposed changes to work practice will be conducted in accordance with relevant industrial agreements and a health and safety framework. This will involve analysis as to the affects of changes on health and safety.
- 12.3.7** DHS will work collaboratively with the CPSU to manage and where possible reduce the incidents of occupational assault.
- 12.3.8** Adopts the arrangement of hours concept of the 38 hour week/76 hour fortnight.
- 12.3.9** For rostered full time workers, a minimum work time shift length of 8 hours.
- 12.3.10** Unpaid meal breaks scheduled into rosters.
- 12.3.11** Handovers between shifts will be either for at least 15 minutes.
- 12.3.12** Provide appropriate management /supervisory support.
- 12.3.13** Provide formal supervision to Employee's on a regular basis, rostered in advance.
- 12.3.14** Support the implementation of measures which provide improved workforce mobility and better career pathways for staff. This clause does not detract from the obligations and benefits provided in the Core Agreement.
- 12.3.15** Employees will actively participate in service improvement activities including operational debriefs, quality improvement processes, OHS meetings, unit meetings and conflict resolution processes.

13. ROSTER REVIEW

Youth Justice, in consultation with the relevant Employees and the CPSU, will undertake a review of the current rostering arrangements across the custodial centres. The review will be conducted by no later than 31 December 2010. Any agreed changes will be implemented at the completion of the review or earlier if agreed by the parties. The matters to be considered in this review will include consequential staffing matters which are directly impacted on by any roster changes, as agreed by the parties. The current arrangements in relation to rosters will continue until the conclusion of the review, unless by mutual agreement.

14. TRAINING AND CONSULTATIVE MECHANISMS

- 14.1** An agreed periodic formal meeting between management and CPSU/ Employees will be established in each Youth Justice Centre and within Secure Welfare at which the following will be discussed:

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14.1.1 issues affecting the Centre, Employees and clients;

14.1.2 training needs; and

14.1.3 consultative procedures.

14.2 Anything established as core training will be compulsory for Employees to attend.

15. INDUSTRIAL ACTION COVERAGE

Skeleton staff at each Youth Justice Centre and Secure Welfare Service will be on duty during industrial action. Skeleton staff is defined as being a minimum of 2 staff per day shift per unit during unlock hours and 1 night shift staff per shift per unit. This clause does not apply to lawful industrial action under the *Fair Work Act.2009*.

16. PROVISION OF PROTECTIVE CLOTHING – YOUTH JUSTICE CENTRES AND SECURE WELFARE PROGRAMS

16.1 At Youth Justice Centres including but not limited to Malmsbury Youth Justice Centre, Melbourne Youth Justice Centre and Parkville Youth Residential Services; and within Secure Welfare Programs including but not limited to Ascot Vale and Maribyrnong; all ongoing and fixed term Employees classified as Youth Justice Worker Grades 1,2, or 3 and the stores Employees in Youth Justice Centres will be provided with appropriate clothing or a clothing allowance up to \$500.00 per annum.

16.2 Clothing shall be provided on a needs/replacement value up to \$500 per annum.

16.3 The Department of Human Services, following discussion and input from Employees and the Union, shall determine the type and standard of clothing and supply arrangements.

16.4 Protective footwear, if provided or purchased, must meet the relevant Australian Safety Standard.

16.5 Departmental managers may approve amounts above the ceilings where damaged clothing is being replaced in any year.

16.6 Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid boots and clothing. Alternatively, arrangements may be made with suppliers to invoice the Department of Human Services for the supply of appropriate clothing to Employees.

16.7 An Employee must wear the clothing and footwear, as provided or purchased, when required to do so by the department. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the designated clothing.

16.8 The Department of Human Services is not responsible for replacing personal clothing items where the Employee has not worn the clothing.

17. EMPLOYEE DEVELOPMENT

Where Employees have been approved and required to attend training courses, and subject to 14 days/adequate notice, attendance will be facilitated through flexible roster arrangements.

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18. COMMUTED OVERTIME ALLOWANCE

Employees who by the nature of their work may be required to be on stand-by and undertake intermittent duty outside the normal hours of duty, shall be paid a commuted overtime allowance of 14% of their annual salary to be paid only while rostered on to perform stand-by duty.

PART 4 – HOUSING PROGRAMS

19. PROVISION OF WORK CLOTHING - HOUSING PROGRAMS

19.1 The Employer shall reimburse Employees on a needs/replacement basis the cost of protective clothing as follows:

19.1.1 Field Services Officers, COMAC Project Officers, Maintenance Compliance Auditors, and Employees required to undertake field operations shall be reimbursed for safety clothing and footwear on a needs/replacement basis. The reimbursement covers the cost of coveralls or protective trousers and jacket, safety footwear, gloves, sun hat, sunglasses and wet weather gear.

19.1.2 Housing Services Officers and Team Managers who are required to undertake field operation shall be reimbursed for the cost of purchasing safety footwear on a needs/replacement basis. Gloves and disposable coveralls will be available in all offices for use as required.

19.1.3 The type and standard of safety footwear required needs to comply with the 'Australian/New Zealand Standard 2210 – Occupational Protective Footwear.' The soling material must include as a minimum, polyurethane or polyvinyl chloride (PVC) blends.

19.2 If future requirements determine that this reimbursement provision be reviewed, the Employer following consultation with the CPSU shall determine the type, standard, reimbursement costs and supply arrangements of protective clothing.

19.3 Safety footwear may be replaced on a needs/replacement basis when evidence is provided to the manager of the footwear being damaged through a work related incident.

19.4 Staff will be reimbursed for the cost of purchasing safety footwear on the provision of a valid receipt or via regional invoice arrangements with a bulk supplier.

19.5 Employees must wear the protective clothing/safety footwear, as provided, when required to do so by the Employer. The Employer must ensure Employees are made aware of these provisions and ensure Employees wear the protective clothing when required.

19.6 In normal circumstances the Department is not responsible for replacing personal clothing items where the Employee has not worn the protective clothing.

20. CALL CENTRES – HOUSING AND COMMUNITY BUILDING MAINTENANCE CALL CENTRES

20.1 Housing Call Centre Operation

20.1.1 HCC Work Environment

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20.1.1(a) HCC Employees will be provided with eye, ear, and voice tests paid for by the Employer.

20.1.1(b) DHS will ensure that the HCC is fitted out to an appropriate Australian Standard concerning acoustic controls to reduce noise.

20.1.2 Work Organisation

20.1.2(a) Work will be arranged within the HCC to ensure that Employees are provided with enough flexibility in their routine so that they can follow up customer service issues adequately.

20.1.2(b) Guidelines will be negotiated to ensure that the needs of quality customer service, Employee job satisfaction, and operational requirements are balanced.

20.1.2(c) Appropriate call volume targets will be established.

20.1.2(d) A guiding principle for communication is the acknowledgment that Employees' experience and ideas add value to the quality of service the HCC can deliver.

20.1.2(e) All HCC team members will be given the opportunity to participate in team meetings on a regular basis. HCC Employees will be given adequate time to familiarise themselves with policy updates.

20.1.2(f) Regular rest breaks away from the telephone will be provided with work organised so that HCC Employees will not operate phones for at least 5 minutes per hour.

20.1.3 Call monitoring

20.1.3(a) Call monitoring will be used as a coaching and development tool.

20.1.3(b) Call monitoring will not be an indicator of Employee performance assessment, unless otherwise agreed between Employees, the CPSU and the HCC.

20.1.3(c) Employees will be given reasonable notice if their calls are being monitored and over what period of time.

20.1.4 Call recording

The use of call recording for Employee performance assessment will not occur without prior agreement between the Employee, their union (the CPSU), clients, and the call centre. The HCC will record calls for use in service improvements and to clarify issues of dispute, which may occur relating to the service provided.

Call recording is not primarily intended for disciplinary and other disputes. If a manager or supervisor considers it warranted as part of a standard managing improvement process they must give the staff member advanced notice and provide fair and reasonable access to the relevant records for the staff member, and where the Employee chooses their representative.

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20.1.5 Training and development

20.1.5(a) Vocational training appropriate to the HCC will be provided to all Employees.

20.1.5(b) A HCSO with a Certificate III in Customer Contact (Call Centre) or its agreed successor will be considered HCSO – Qualified Level 1 Employee.

An employee appointed to a HCSO Qualified Level 2 position must hold or complete within the first 12 months following appointment a Certificate IV in Customer Contact (Call Centre). Progression to a HCSO Qualified Level 2 position will not be automatic upon completing the Certificate IV in Customer Contact qualification.

20.1.5(c) The following details of the qualification levels are provided for information:

20.1.5(c)(i) Certificate III and Certificate IV in Customer Contact (Call Centre) are nationally recognised qualifications under the Australian Qualifications Framework. The units that will be packaged as a part of these qualifications will be chosen to specifically suit the Office of Housing's call centre environment and functionality;

20.2. Terms and Conditions of Employment

Specific arrangement applying to the operations of the HCC are as follows:

20.2.1 Housing Customer Services Officer

Housing Customer Services Officer (HCSO) is classified in accordance with Schedule E.

20.2.2 Performance assessment

20.2.2(a) HCC Employees performance will be subject to assessment in accordance with the Department's progression, performance and development (PPD) system.

20.2.2(b) PPD plans will be agreed with Employees that are relevant to the HCC.

20.2.3 Hours of Work

20.2.3(a) The HCC hours of operation will be 7-00am to 7-00pm Monday to Friday.

20.2.3(b) HCC Employees will be employed as shift workers. The ordinary hours of work for full time Employees will not exceed 7.6 hours per day. Starting and finishing times will be available within the span of hours in **clause 20.2.3(a)** above, subject to operational requirements.

20.2.3(c) The shift arrangements are provided for in **Section I – Part 5 Clause 34** of this Agreement.

20.2.4 Roster Arrangements

20.2.4(a) HCC shift rosters will be determined for a period of 14 calendar days in advance. Shifts rosters will be issued to all HCC Employees at least 14

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days prior to the commencement of such rosters. Each roster will indicate the starting and finishing time of each shift.

20.2.4(b) A minimum of 2 Operators shall be on duty during each shift.

20.2.4(c) Roster Changes will be made in accordance with **Section I – Part 5 Clause 34** of this Agreement.

21. HOUSING CUSTOMER SERVICES OFFICERS – MANDATORY QUALIFICATIONS

It is a principle of the Office of Housing that for Housing Customer Services Officers (HCSO) that the relevant call centre Certificate IV qualifications will form part of the mandatory qualifications for entry into the HCSO Qualified Level 2. Existing Housing Employees who desire to undertake this qualification will be provided with opportunity to obtain this qualification.

22. PUBLIC HOUSING SERVICE DELIVERY MODEL

The Department, in consultation with the union, agree to review the effectiveness, efficiency and cost effectiveness of the regional housing model during the life of this agreement. This review will commence in 2010 and will not result in any additional costs to the Department and within current resources.

PART 5 – SENIOR MEDICAL ADVISORS

23. VEHICLE

A Senior Medical Advisor has the option to allocate part of his/her salary to obtain the use of a Government vehicle for private purposes at rates equivalent to those charged under Executive Officer contracts as published from time to time by the State Services Authority.

24. ON-CALL DUTY REQUIREMENT

24.1 The Senior Medical Advisor agrees to be contactable and available outside the normal hours of duty to respond to health issues, or to respond to clinical service delivery or to satisfy the requirements of the *Mental Health Act* 1986.

24.2 A practitioner in Mental Health Services, other than a Medical Officer, Senior Medical Officer and Registrar who is available outside the ordinary hours of duty to respond to clinical service delivery needs or to satisfy the statutory requirements of the *Mental Health Act* shall accrue one week's recreation leave for any period of 12 months service, in addition to any other recreation leave entitlements.

24.3 Where applicable, the Employee agrees to remain on duty where patient or client needs require, notwithstanding conferences or the expiration of normal hours.

25. SPECIAL LEAVE

25.1 The Senior Medical Advisor is eligible to be granted special leave with pay for up to two weeks per year to attend conferences and/or undertake research approved by the relevant Director as relevant to his/her career in the public service. This leave eligibility is

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cumulative for a period of up to five years. Leave not taken within five years of accrual is forfeited.

- 25.2** Subject to prior approval by the relevant Director, reasonable costs associated with necessary travel and other expenses associated with study or attendance at conferences will be reimbursed upon presentation of receipts (tax invoices).

26. PRIVATE PRACTICE

Subject to approval by the Employer, a Senior Medical Adviser may be accorded reasonable leave during working hours to undertake private practice in medicine provided that there is no conflict of interest with their Departmental appointment.