

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 39.5, 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 COTTAGE PARENT PROVISIONS

5.1 The rate of pay specified for this work is deemed to include compensation for all ordinary hours, overtime, and work performed on Saturdays, Sundays and Public Holidays over any five 24 hour periods in each week of work.

5.2 The Employer must pay the officer or Employee an allowance of one fifth of the weekly rate of pay for each sixth and seventh 24-hour period worked in each week calculated in accordance with the following formula:

$$\frac{\text{Annual salary}}{365.25} \times \frac{14}{10}$$

5.3 The Employee must pay \$989 per annum for meals and \$340 per annum for accommodation.

6 STANDBY AND COURT ALLOWANCE – GENERAL PROVISIONS

6.1 The Employee on standby 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.

6.2 The Employer must reimburse the Employee for the cost of telephone (or pager) calls made in the course of stand-by duty.

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

- 6.3** 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.
- 6.4** 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 **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.
- 6.5** Payment of a standby or court allowance shall constitute total compensation for any intermittent duty in connection with standby 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.

6.6 Court Allowance

An Employee who has been placed on standby 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 at the rate of \$40.28 per day in lieu of a standby allowance, irrespective of the cancellation, deferral or subsequent notice that they do not need to attend at that time. The allowance has effect from 1 March 2006. This rate will not be adjusted over the life of this Agreement. Child Care expenses will be in accordance with **clause 37, Section I of this Agreement**.

7 STANDBY (ONCALL/RECALL)

7.1 Rostered Standby 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 of \$20.21 for a night period or for a day/night period an allowance of \$40.28 (weekends and public holidays) with effect from 1 March 2006. This rate will not be adjusted over the life of this Agreement.

7.2 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 \$8.03 for a day period or for a day/night period an allowance of \$20.21 (weekends and public holidays) with effect from 1 March 2006. This rate will not be adjusted over the life of this Agreement.

8 STAND-BY /ON CALL ALLOWANCES FOR HOUSING SERVICES EMPLOYEES

- 8.1** A Housing Services Employee who is required by the Employer to perform stand-by duty and be contactable either via pager or telephone and available to return to duty must be paid an allowance as follows:

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

8.1(a) Emergency Recall

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

Effective Date	Per Hour
1/3/2006	\$6.11
1/10/2006	\$6.30
1/10/2007	\$6.50
1/10/2008	\$6.70

8.2 CHILD PROTECTION

An Employee employed in the **Rural After Hours Child Protection Services** shall be paid, in lieu of the allowances in **clause 7** above:

- 8.2.1(a)** 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:

Effective Date	Night period	Day/Night period
1/3/2006	\$49.46	\$69.68
1/10/2006	\$50.90	\$71.80
1/10/2007	\$52.40	\$74.00
1/10/2008	\$54.00	\$76.20

- 8.2.1(B)** 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 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:

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

Effective Date	Night period	Day/Night period
1/3/2006	\$9.15	\$18.28
1/10/2006	\$9.40	\$18.80
1/10/2007	\$9.70	\$19.40
1/10/2008	\$10.00	\$20.00

PART 2 – CHILD PROTECTION

9 CENTRAL AFTER HOURS CHILD PROTECTION SERVICE - TEN HOUR BREAK

- 9.1** 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. 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.
- 9.2** The roster, including starting times, will not be changed because a 10 hour break has not occurred.
- 9.3** 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.

10 ADDITIONAL LEAVE FOR CHILD PROTECTION WORKERS

- 10.1** 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.
- 10.2** The Employer must grant an additional five days leave to Child Protection Workers in levels 2, 3 and 4 in the following circumstances:
- 10.2.1** a Child Protection Worker who accrues more than 152 hours combined time in lieu or overtime; or
- 10.2.2** 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
- provided that the time in lieu and overtime must relate to actual hours worked, but does not include time accrued while on stand-by.
- 10.3** 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.”

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

PART 3 - JUVENILE JUSTICE

11 OVERTIME

Notwithstanding **clause 35 of Section I of this Agreement** (Overtime), Juvenile Justice Worker employees who are employed at Malmsbury Juvenile Justice Centre, Melbourne Juvenile 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 JUVENILE 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 Juvenile Justice Centres and Secure Welfare Centres.
- 12.3** The following principles will be known as the ‘Juvenile Justice Practice Principles’:
- 12.3.1** All Juvenile Justice clients and Employee’s will be treated with dignity and respect.
 - 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’.
 - 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 15 to 30 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.

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

13 TRAINING AND CONSULTATIVE MECHANISMS

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

13.1.1 issues affecting the Centre, Employees and clients;

13.1.2 training needs; and

13.1.3 consultative procedures.

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

14 INDUSTRIAL ACTION COVERAGE

Skeleton staff will be on duty during industrial action. The specific quantity of the skeleton staff at each Juvenile Justice Centre and within Secure Welfare is to be negotiated at the local level between the parties.

15 PROVISION OF PROTECTIVE CLOTHING – JUVENILE JUSTICE CENTRES AND SECURE WELFARE PROGRAMS

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

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

15.3 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.

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

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

15.6 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.

15.7 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.

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

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

16 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.

17 COMMUTED OVERTIME ALLOWANCE

Employees who occupy the following jobs as currently titled or however transitionally titled at Parkville Youth Residential Services, Melbourne Juvenile Justice Centre and Malmsbury Juvenile Justice Centre and, who by the nature of their work may be required to be on standby 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 standby duty:

17.1 Parkville Youth Residential Services

- Unit Managers, Cullity and YMU, Juvenile Justice Worker Grade 4
- Manager, CROP, Juvenile Justice Worker Grade 4
- Coordinator, CROP, Juvenile Justice Worker Grade 3
- Unit Coordinators, Cullity & YMU, Juvenile Justice Worker Grade 3

17.2 Malmsbury Juvenile Justice Centre

- Health Services & Program Manager, Juvenile Justice Worker Grade 5
- Admission manager, Juvenile Justice Worker Grade 5
- Unit Managers, Juvenile Justice Worker Grade 4

17.3 Melbourne Juvenile Justice Centre

- Operations Manager, Juvenile Justice Worker Grade 5
- Unit Managers, Juvenile Justice Worker Grade 4

PART 4 – HOUSING

18 PROVISION OF WORK CLOTHING - HOUSING PROGRAMS

18.1 The Employer shall provide or reimburse Employees the cost of protective clothing as follows:

18.1.1 Field Services Officers, COMAC Project Officers, Maintenance Compliance Auditors, and Employees required to undertake field operations shall be provided with coveralls or protective trousers and jacket, safety footwear, gloves, sun hats, sunglasses and wet weather gear.

18.1.2 Team Leaders and Housing Services Officers shall be provided with safety footwear and gloves, and disposable coveralls will be available in all offices for use as required.

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

- 18.2** The Employer, following consultation with the Employees and the CPSU through joint departmental/CPSU consultation committee, shall determine the type and standard and reimbursement costs of protective clothing and supply arrangement.
- 18.3** Protective Clothing shall be provided on a needs/replacement value.
- 18.4** Managers may approve additional reimbursements or provide replacement where any of the above articles is damaged in any year.
- 18.5** Claims shall be paid on the basis of the Employee providing a valid receipt for the purchase of valid safety footwear and clothing. Alternatively, arrangements may be made with Suppliers to invoice the Department for the supply of appropriate clothing to Employees.
- 18.6** 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.
- 18.7** In normal circumstances the Department is not responsible for replacing personal clothing items where the Employee has not worn the protective clothing.
- 19 CALL CENTRES – HOUSING AND COMMUNITY BUILDING MAINTENANCE CALL CENTRES**
- 19.1** This clause is to facilitate the operation of the Housing and Community Building Maintenance Call Centre (MCC) within the Office of Housing.
- 19.2** The Department of Human Services is committed to the established MCC as a service for Office of Housing clients to provide a single point of contact for responsive maintenance and to improve the consistency and the quality of the customer service provided.
- 19.3** The Department is committed to the MCC as a service to be located in a regional centre. This will not involve the removal of resources from Office of Housing Area Offices although changes to work practices will be negotiated by the parties.
- 19.4 Maintenance Call Centre Operation**
- 19.4.1 MCC Work Environment**
- 19.4.1(a)** DHS will ensure that the MCC work environment encourages:
- 19.4.1(a)(i)** a commitment to quality customer service;
 - 19.4.1(a)(ii)** trained competent Employees who are appropriately rewarded for their skills and effort; and
 - 19.4.1(a)(iii)** Employee satisfaction, safety and career progression.
- 19.4.2 Occupational Health and Safety**
- 19.4.2(a)** DHS, in consultation with CPSU, will as soon as practicable ensure:
- 19.4.2(a)(i)** that appropriate designated work group(s) and elected health and safety representatives are established and maintained for the MCC; and
 - 19.4.2(a)(ii)** an occupational health and safety committee is established and maintained.

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

19.4.2(b) MCC Employees will be provided with eye, ear, and voice tests paid for by the Employer.

19.4.2(c) DHS will ensure that the MCC is fitted out to an appropriate Australian Standard concerning:

19.4.2(c)(i) ergonomic design of furniture/workstations;

19.4.2(c)(ii) telephony and computer equipment; and

19.4.2(c)(iii) acoustic controls to reduce noise.

19.4.3 Work Organisation

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

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

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

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

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

19.4.3(f) MCC Employees will have access to a notice board, e-mail or other communication facility to be established in each workplace, to facilitate communication between Employees and/or their Employee representatives regarding matters arising at work.

19.4.3(g) Regular rest breaks away from the telephone will be provided with work organised so that MCC Employees will not operate phones for at least 5 minutes of each hour.

19.4.4 Call monitoring

19.4.4(a) Call monitoring will be used, but not remotely, as a coaching and development tool during the induction period.

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

19.4.4(c) The development of the process and outcomes of call monitoring will involve a cooperative and collaborative approach between Employees and MCC management.

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

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

19.4.5 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 MCC will record calls for use in service improvements and to clarify issues of dispute, which may occur relating to the service provided.

19.4.6 Customer service resources

MCC Employees will be provided with adequate technological and informational resources in order to, as far as is practicable, resolve a customer's concern in the one call.

19.4.7 Training and development

19.4.7(a) Vocational training appropriate to the MCC will be provided to all Employees.

19.4.7(b) Training will be aimed at developing skills for meaningful jobs and quality customer service.

19.4.7(c) At least part of the training will be to facilitate career advancement in the call centre industry/ housing and as far as is practicable, be portable and recognised across the call centre industry. Training packages will be linked to key industry competency standards, assessment and qualifications.

19.4.7(d) HCSO with a Certificate III in Telecommunications (Call Centre) or its agreed successor will be considered a Qualified HCSO.

19.4.7(e) The following details of the qualification levels are provided for information:

19.4.7(e)(i) Certificate III in Telecommunications (Call Centre) is a nationally recognised qualification under the Australian Qualifications Framework. The requirements to complete Certificate III consist of 14 competency units involving 5 core Units plus 9 electives, which can be chosen to specifically suit the Office of Housing's call centre environment and functionality;

19.4.7(e)(ii) Certificate IV Telecommunications (Call Centre) consists of 15 competency units involving 5 core Units plus 10 electives, which can be chosen to suit the role of the team leaders within the Office of Housing's call centre; and

19.4.7(e)(iii) The five core units range from telecommunications technology, information technology (2 units), and business requirements to customer service and support. These core units will form the basis of the induction training.

19.4.7(f) The Employer will ensure that training will include information about occupational health and safety issues associated with call centre operations.

19.5 Terms and Conditions of Employment

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

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

19.5.1 Staffing profile

- 19.5.1(a)** The MCC is committed to employing on-going full-time and part-time Employees. The use of fixed term or casual Employees will be limited to meeting short-term work demands which are not continuing and would not be anticipated to be met from existing staffing levels; or meeting specialist skill requirements which will not be required on a continuing or frequently recurring basis.

19.5.2 Housing Customer Services Officer

- 19.5.2(a)** Housing Customer Services Officer (HCSO) are classified in accordance with Schedule E

19.5.3 Performance assessment

- 19.5.3(a)** MCC Employees performance will be subject to assessment in accordance with the Department's performance assessment system as developed in consultation with the CPSU.
- 19.5.3(b)** Work plans will be agreed that are relevant to the MCC.

19.5.4 Hours of Work

- 19.5.4(a)** The MCC hours of operation will be 7-00am to 7-00pm Monday to Friday.
- 19.5.4(b)** MCC 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 19.5.4(a)** above, subject to operational requirements.
- 19.5.4(c)** The shift arrangements are provided for in **Section I**.

19.5.5 Roster Arrangements

- 19.5.5(a)** MCC shift rosters will be determined for a period of 14 calendar days in advance. Shifts rosters will be issued to all MCC Employees at least 14 days prior to the commencement of such rosters. Each roster will indicate the starting and finishing time of each shift.
- 19.5.5(b)** Shift rosters shall be determined in consultation with MCC Employees to take into account where possible their family, religious or community responsibilities. Once determined MCC Employees will be expected to work specific hours for that roster.
- 19.5.5(c)** A minimum of 2 Operators shall be on duty during each shift.
- 19.5.5(d)** Roster Changes will be made in accordance with this Agreement.

VICTORIAN PUBLIC SERVICE AGREEMENT 2006

APPENDIX 7 – DEPARTMENT OF HUMAN SERVICES

19.5.6 Consultation

19.5.6(a) CPSU will be entitled to representation on the Maintenance Call Centre Steering Committee. CPSU will be represented by an Industrial Officer and a CPSU member from the Office of Housing nominated by CPSU.

19.5.6(b) The parties agree to establish and maintain a workplace consultative committee as soon as practicable after MCC Employees are recruited to facilitate the implementation of the MCC.

PART 5 – SENIOR MEDICAL ADVISORS

20 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.

21 ON-CALL DUTY REQUIREMENT

21.1 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.

21.2 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.

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

22 SPECIAL LEAVE

22.1 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 cumulative for a period of up to five years from the date of entry to the new category. Leave not taken within five years of accrual is forfeited.

22.2 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).

23 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.