

**APPENDIX 5 – DEPARTMENT OF EDUCATION AND EARLY CHILDHOOD
DEVELOPMENT**

PART 1 - EMERGENCY AND SECURITY MANAGEMENT

This **Part 1 of Appendix 5** applies to Victorian Public Service (VPS) Employees who are employed in the Department of Education and Early Childhood Development’s Emergency and Security Management Unit and whose duties involve the monitoring and coordination of the response to instrument detection systems.

For the purpose of this **Part 1 of Appendix 5**:

“**commuted overtime allowance**” means the payment an employee receives for overtime, which is in lieu of any entitlement to shift penalties, overtime payments and any other allowances that may apply to overtime under the Agreement, subject to the application of **clause 1 of this Appendix 5**;

“**Employee or Employees**” means a person/s employed by the Department of Education and Early Childhood Development within the Victorian Public Service career structure as an Incidence Response Officer or Incidence Response Coordinator within the Emergency and Security Management Unit who undertakes shift work to perform duties that involve the monitoring and coordination of the response to instrument detection systems;

“**overtime**” means time worked, as directed by the employer, by an employee that is additional to the hours of work determined under **clause 1 of this Appendix 5**;

“**shift or shifts**” means the number of hours an employee is rostered to work in any single continuous period that is part of the normal rostered hours of duty;

“**shift work**” means work performed on a roster basis 24 hours per day and 7 days per week;

“**work cycle**” means a 28 calendar day period in which employees are rostered to work.

1. HOURS OF WORK

- 1.1 An Employee may be required to work an average of 152 hours within a work cycle.
- 1.2 During the work cycle an Employee may be rostered to work at any time and day of the week, provided:
 - 1.2.1 the number of shifts does not exceed 20, unless otherwise agreed between the Employer and Employee;
 - 1.2.2 the duration of a shift be not less than two (2) hours or greater than twelve (12) hours, unless otherwise agreed between the Employer and Employee; *and*
 - 1.2.3 work may not exceed a continuous period of five (5) hours without a meal break (unpaid) of at least thirty minutes duration.

2. REMUNERATION FOR SHIFT WORK

- 2.1 In recognition that shift penalty payments are built into the annual salary of an Employee, the commencing salary of a full-time Employee shall be not less than the base of VPS Grade 2, Value Range 1 plus 18.88%.
- 2.2 An Employee is not entitled to shift allowances provided for under the Agreement.

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3. OVERTIME

An Employee shall be paid a commuted overtime allowance equivalent to 8% of his/her normal salary, provided that:

- 3.1 the requirement to work overtime is a condition of his/her employment;
- 3.2 the amount of overtime worked does not exceed 100 hours in a 12 month period;
- 3.3 the minimum amount of time credited to an Employee for each period of overtime shall be 3 hours, except where the period of overtime ceases immediately prior to the commencement of a shift or commences immediately following the completion of a shift;
- 3.4 an Employee rostered to work on a public holiday shall have the period of that shift credited as overtime worked for the purposes of **subclause 3.2**; *and*
- 3.5 overtime in excess of 100 hours, as specified in **subclause 3.2**, shall be subject to the overtime provisions of the Agreement.

PART 2 - VICTORIAN CURRICULUM AND ASSESSMENT AUTHORITY

For the purpose of this **Part 2 of Appendix 5**:

“**Employee or Employees**” means an Employee of the Department of Education and Early Childhood Development who is employed within the Victorian Curriculum and Assessment Authority (VCAA).

“**standby**” is where an Employee, during a period he/she is not required to be on duty as part of his/her normal hours of employment, is directed to be available, without notice, to be contacted and/or return to work to undertake duties outside his/her normal hours of work.

4. STAND BY

- 4.1. Where an Employee is undertaking information technology work that directly relates to the Victorian Certificate of Education (VCE) examinations or the National Assessment Program – Literacy and Numeracy (NAPLAN) and is required to be on stand-by during the periods in which VCE examinations and NAPLAN tests are processed, the following rates shall apply when on stand-by:
 - 4.1.1 where standby occurs on a Monday to Friday:

From 1 July 2009	\$67.00 per night
From 1 February 2010	\$67.90 per night
From 1 October 2010	\$70.10 per night

or
 - 4.1.2 where standby occurs on a weekend or a public holiday:

From 1 July 2009	\$88.90 per day
From 1 February 2010	\$90.10 per day
From 1 October 2010	\$93.00 per day
- 4.2 The allowances payable to an Employee under **subclause 4.1** constitute total compensation for work undertaken as a result of being on stand-by, provided that:

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- 4.2.1 the total amount of time worked does not exceed 1 hour; *and*
- 4.2.2 any time worked that exceeds 1 hour is subject to the overtime provisions of the Agreement.
- 4.3 The provisions that apply under this **Part 2 of Appendix 5** operate in lieu of any entitlements:
 - 4.3.1 under the stand-by and recall to work provisions of the Agreement; *and*
 - 4.3.2 the overtime provisions of the Agreement, only to the extent of the operation of **subclause 4.2.1**.

PART 3 – SENIOR MEDICAL ADVISORS

This **Part 3 of Appendix 5** applies to Senior Medical Advisors and prevails to the extent of any core conditions that operate in the Agreement in respect to the same matters.

5 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.

6 ON-CALL DUTY REQUIREMENTS

- 6.1 A Senior Medical Advisor agrees to be contactable and available outside the normal hours of duty to respond to health issues and/or clinical service delivery or to satisfy the requirements of the *Mental Health Act 1986*.
- 6.2 Where applicable, a Senior Medical Advisor agrees to remain on duty where patient or client needs require, notwithstanding attendance at conferences approved under **subclause 7.1**, and the normal hours of employment being 38 hours per week, on average.
- 6.3 The provisions that relate to stand-by and recall to work under the Agreement do not apply to Senior Medical Advisors.

7 SPECIAL LEAVE

- 7.1 A Senior Medical Advisor is eligible for special leave with pay for up to two weeks per year to attend conferences and/or undertake research approved by the employer. This leave eligibility is cumulative for a period of up to five years. Leave not taken within five years of accrual is forfeited.
- 7.2 Where leave is approved in accordance with **subclause 7.1** a Senior Medical Advisor will be reimbursed reasonable out of pocket expenses in respect to travel and other expenses that is necessarily incurred and relate directly to the research and/or attendance at a conference.

8 PRIVATE PRACTICE

This **Part 3 of Appendix 5** applies on the basis that a Senior Medical Advisor may undertake private practice in medicine providing the conduct of that practice does not conflict with the requirements of the position or Department of Education and Early Childhood Development policy.