

*Department of Health and Human Services*

*Industrial Relations Act 1984*  
*Section 55*

*Salaried Medical Practitioners*  
*Industrial Agreement 2001*

Between the

**Minister Administering the State Service Act 2000**

and the

**Tasmanian Salaried Medical Practitioners Society**

## **1. CONTENT OF THE INDUSTRIAL AGREEMENT**

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## **2. PARTIES TO THE AGREEMENT**

This Agreement shall be between the Minister Administering the State Service Act 2000 and the Tasmanian Salaried Medical Practitioners' Society.

## **3. PURPOSE OF THE AGREEMENT**

The purpose of this agreement is to facilitate enterprise bargaining arrangements between the parties as well as to consolidate employment provisions applying to medical practitioners covered by this agreement.

## **4. EMPLOYEES COVERED**

Subject to the exceptions and conditions contained herein, this agreement shall apply to all persons employed on either a full time or part-time basis under the provisions of the State Service Act 2000, who are medical practitioners and occupy a position covered by this agreement.

## **5. DATE AND PERIOD OF OPERATION**

This agreement shall take effect on and from the first full pay period commencing on or after 1 February 2001 and shall remain in force until 1 July 2003.

## **6. RELATIONSHIP TO RELEVANT AWARD/AGREEMENT**

- (a) The Salaried Medical Practitioners Industrial Agreement 2001 refers to and deals with all conditions of employment covering the employment relationship between the parties to this Agreement.
- (b) This Agreement replaces the Salaried Medical Practitioners Enterprise Agreement 1999.
- (c) This Agreement prevails over the Medical Practitioners (Public Sector) Award in its entirety.

## **7. DEFINITIONS**

- (a) Classification Definitions

A position falling within the scope of this agreement shall have assigned to it a classification level determined in accordance with the following definitions and classification standards as provided in Schedule 1 of this agreement.

**'Medical Practitioner in Training - Level I'** is a medical practitioner who holds limited, temporary or provisional registration under the provisions of the Medical Practitioners Registration Act 1996.

**'Medical Practitioner In Training - Level II'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has had a minimum of one year's post graduate experience

**'Medical Practitioner Level I'** is a medical practitioner who holds full, limited or temporary registration under the Medical Practitioners Registration Act 1996 and has had a minimum of four year's relevant post graduate experience.

**'Medical Practitioner Level II'** is a medical practitioner who holds full registration under the Medical Practitioners Registration Act 1996 and has a minimum of six years post graduate experience.

**'Medical Practitioner Level III'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of eight year's post graduate experience.

**'Medical Practitioner Level IV'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of ten year's relevant post graduate experience and who is appointed as the head of a division or department within a hospital or program.

**'Specialist Medical Practitioner Level I'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment.

**'Specialist Medical Practitioner Level II'** is a medical practitioner who is registered under the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment and who has had at least four year's experience in that speciality subsequent to the gaining of the specialist qualification.

**'Specialist Medical Practitioner Level III'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a specialist qualification accepted by , or its equivalent, which is relevant to his/her appointment and who has had at least eight year's experience in that speciality subsequent to the gaining of the specialist qualification.

**'Specialist Medical Practitioner Level IV'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition and who has had at least 12 year's experience in the speciality subsequent to the gaining of the specialist qualification.

**'Specialist Medical Practitioner in Training - Level I'** is a medical practitioner who is fully registered under the provisions of the Medical Practitioners Registration Act 1996 and who has had a minimum of two year's post graduate experience and is undertaking a course of study to obtain a qualification which meets the provisions of the Commonwealth/State Agreement on Mutual Recognition.

**'Specialist Medical Practitioner In Training - Level II'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 who has successfully completed all examination requirements for a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, and is within 12 months of having that qualification conferred.

(b) General Definitions:

**‘Approved superannuation Fund’** means a legally approved Superannuation Plan or Fund.

**‘Cup Day’** shall mean not more than one full day or less than one-half day holiday which shall be observed on the days specified in accordance with the proclamation of the local 'Cup Day' holidays, appearing in the Tasmanian Government Gazette in accordance with the provisions of the Bank Holidays Act, 1919 having regard to the municipalities declared therein and the period of observance of the holiday within such declared municipalities.

**‘employee’** means a person employed by the employer and occupying a position classified in this agreement.

**‘employer’** means the Minister Administering the State Service Act 2000.

**‘full-time employee’** means an employee engaged to work for the full ordinary hours prescribed in this agreement.

**‘Head of Agency’** means the Secretary of the Department of Health and Human Services and his/her delegated representative within the meaning of the State Service Act 2000.

**‘hourly rate’** for the purposes of calculating penalty payments to be made to the appropriate employees, the hourly rate shall be ascertained by dividing the weekly rate by 38.

**‘medical practitioner’** means a person duly registered as such under the provisions of the Medical Practitioners Registration Act 1996, and shall include a person holding full limited, provisional or temporary registration under that Act.

**‘medical practitioner in training’** means a person duly registered under the provisions of the Medical Practitioners Registration Act 1996 and shall include Intern, Resident Medical Practitioner, Registrar or Senior Registrar.

**‘part-time employee’** means an employee other than a full-time employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

**‘penalty payment’** means the hourly rate or payment prescribed in the agreement for time worked in excess of the prescribed weekly minimum or outside the prescribed spread of hours.

**‘Show Day’** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of eleven paid public holidays per year.

**‘Specialist Medical Practitioner’** means a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition.

**‘Specialist Medical Practitioner in Training’** means a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and is undertaking a course of study to obtain a classification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition.

**‘temporary employee’** means an employee, other than a Medical Practitioner in Training, or specialist medical practitioner in training, who:

- (i) is specifically employed to relieve a full-time or part-time employee for specific periods of leave; or
- (ii) is specifically employed for specific duties over a fixed period determined by the employer not exceeding twelve months.

**‘total remuneration package’** means the amount of an employee’s salary prior to making a salary sacrifice under this agreement.

**‘weekly rate’** means 1/52nd of a full-time employee's annual salary exclusive of allowances and overtime.

**8. SALARIES**

An employee appointed or promoted to a position within a level prescribed by this agreement shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Clause 7 - Definitions, subclause (a) of this agreement.

**(a) Salary Increase**

Salaried Medical Practitioners, excluding Specialists, shall have their salaries increased by 9% through the period of this agreement and shall be paid in accordance with the following schedule.

Specialists shall have their salaries increased by 16.5% through the period of this agreement and shall be paid in accordance with the following schedule.

The following salary adjustments will apply for the duration of this agreement:

	Salaried Medical Practitioners (excl. specialists)	Specialists
from 1/2/01	3%	3%
from 1/7/01	3%	6%
from 1/7/02	3%	6%
from 1/7/03		1.5%
	<hr/>	
	9%	16.5%

**(b) Full-Time Employees**

	<b>ffpp</b> <b>1/7/00</b>	<b>ffpp</b> <b>1/02/01</b>	<b>ffpp</b> <b>1/07/01</b>	<b>ffpp</b> <b>1/07/02</b>	<b>ffpp</b> <b>1/07/03</b>
Medical Practitioner in Training Level I	44217	45544	46910	48317	48317
Medical Practitioner in Training Level II					
Year 1	47159	48574	50031	51532	51532
Year 2	49206	50682	52203	53769	53769
Year 3	51389	52931	54519	56154	56154
Specialist Medical Practitioner in Training Level I					
Year 1	52903	54490	56125	57809	57809
Year 2	57454	59178	60593	62782	62782

Year 3	60297	62106	63969	65888	65888
Year 4	63143	65037	66988	68998	68998
Specialist Medical Practitioner in Training Level II					
Year 1	66783	68786	70850	72976	72976
Year 2	72243	74410	76643	78942	78942
Medical Practitioner Level I					
Year 1	52903	54490	56125	57809	57809
Year 2	57454	59178	60953	62982	62982
Medical Practitioner Level II					
Year 1	60297	62106	63969	65888	65888
Year 2	63143	65037	66988	68998	68998
Medical Practitioner Level III					
Year 1	66783	68786	70850	72976	72976
Year 2	72243	74410	76643	78942	78942
Medical Practitioner Level IV					
Year 1	77363	79684	82074	84537	84537
Year 2	80776	83199	85695	88266	88266
Year 5	84189	86715	89316	91996	91996
Specialist Medical Practitioner Level I					
Year 1	77363	79684	84465	89533	90876
Year 2	80776	83199	88191	93483	94885
Specialist Medical Practitioner Level II					
Year 1	84189	86715	91918	97433	98894
Year 2	87603	90231	95645	101384	102904
Specialist Medical Practitioner Level III					
	95282	98140	104029	110271	111925
Specialist Medical Practitioner Level IV					
	100401	103413	109618	116195	117938

**(c) Part-time Employees and Temporary Employees**

**(i)** Part-time employees shall be paid the proportion that the hours worked bear to the normal weekly rate prescribed for an equivalent full-time employee.

**(ii)** Temporary employees employed on a full-time basis for a period of less than three months and temporary part-time employees employed for less than 19 hours per week shall be paid in the proportion that the hours worked bear to the normal weekly rate prescribed for the equivalent full-time employee, plus a 20% loading in lieu of entitlements as specified in Clause 10 - Allowances, subclause (c) - Part-time Employees and Temporary Employees of this Agreement. Full-time temporary employees employed for a period exceeding three months will receive pro rata entitlements for sick leave, recreation leave and payment for holidays with pay as prescribed in Clause 15 - Holidays with Pay. Permanent part-time employees who work less than 19 hours per week will receive leave entitlements for a full-time employee on a pro rata basis unless they elect to receive a 20% loading in lieu of such entitlements.



(iii) The normal weekly rate means 1/52 of a full-time employee's annual salary exclusive of allowance and overtime.

**PROVIDED** that a temporary employee's terms of engagement shall be by the hour with a minimum payment of three hours at the loaded hourly rate (i.e. 120% of the hourly rate) for each day worked.

## **9. ABANDONMENT OF EMPLOYMENT**

Employees will prima facie, be considered as having abandoned their employment if they are absent from work for 14 consecutive days without notifying the employer. Service shall be deemed to have ceased from that time (i.e. 14 days from the first day of absence).

## **10. ALLOWANCES**

Allowances under this clause will be considered as salary for the purposes of calculating penalty rates and allowances under this agreement where not specifically excluded under subclause (c) of this clause, and for superannuation purposes.

### **(a) Managerial Allowance**

A Medical Practitioner Level III or IV or Specialist Medical Practitioner Level I to IV who is appointed as a director or head of a Department/Division within a general hospital shall be paid an allowance of at least 5% of their base salary for the duration of that appointment.

### **(b) Qualification Allowance**

An allowance of 3% of base salary of a Specialist Medical Practitioner in Training Level 1, Year 1 shall be paid to employees occupying approved training positions following the presentation of evidence of successful completion of the Part 1 examinations required for a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, relevant to the employment of the Medical Practitioner as approved by the Head of Agency to:

- (i)** a Medical Practitioner in Training Level II;
- (ii)** a Specialist Medical Practitioner in Training Level I;
- (iii)** a Medical Practitioner Level I or II;

An allowance of 3.0% of the base salary of a Specialist Medical Practitioners in Training Level I Year 4 shall be paid to employees occupying approved training positions following the presentation of evidence of successful completion of all examinations for a specialist qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, relevant to the employment of the Medical Practitioner as approved by the Head of Agency to a:

- (i)** Specialist Medical Practitioner in Training Level I;
- (ii)** Medical Practitioner Level I or Level II;

(c) Part-time Employee and Temporary Employee

A part-time temporary employee or full-time temporary employee employed for a period not exceeding three months will be subject to the provisions of this agreement, except that the employee will be paid an allowance of 20% of base salary, inclusive of managerial and qualification allowances where applicable, in lieu of entitlements of recreation leave, sick leave and holidays with pay except for leave under Clause 17 - Leave, subclause (j) - Sick Leave, paragraph (iii) of this agreement.

(d) Meal Allowance (see 'Meals')

(e) Travelling Allowances

(i) Kilometre Allowance

(1) Required User Category

Where an employee is required by the employer to have available on a regular basis a private motor vehicle which the employee will be required to use for official purposes and the employee agrees so to do an allowance shall be paid for such use in accordance with the following rates:

Annual Kilometrage Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 1 2 Litres and above	Rate 2 Less than 2 litres
First 10000 kilometres	60.35 (100%)	51.90 (86%)
Any Additional kilometres	31.99 (53%)	27.76 (46%)

**PROVIDED** that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, three months notice in writing shall be given.

(2) Occasional User Category

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subparagraph (1) of this paragraph but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance shall be paid in accordance with the following rates:

Annual Kilometrage Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3 2 Litres and above	Rate 4 Less than 2 litres
First 10000 kilometres	40.24 (100%)	34.61 (86%)
Any Additional kilometres	21.33 (53%)	18.51 (46%)

(3) The rates specified in subparagraphs (1) and (2) of this paragraph shall not be varied as a consequence of National Wage Case decisions. The rates shall be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring sub-group, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first 10,000 kilometres travelled shall be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subparagraphs (1) and (2) of this paragraph shall be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100%.

(4) An employee shall not receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer to travel a greater distance in that year.

(5) Where an employee is authorised to use a motor cycle the employee shall be paid 9.67 cents for each kilometre travelled on duty.

(6) Unless otherwise directed by the employer, kilometreage on duty in the case of duties specified in Clause 19 - On Call, sub-clause (b) - Call Back of this agreement, shall be the distance travelled from the point of receipt of the call-back or return to duty, or the employee's usual place of residence, whichever is the nearer, by the most direct route to the employee's place of employment and return to the employee's destination or place of residence whichever is the shorter by the most direct route.

(7) A kilometreage allowance in excess of or at variance with the rates set forth in subparagraphs (1) and (2) of this paragraph may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

**(ii) Travelling Allowances**

(1) An employee travelling on duty who is required to remain away from that employee's normal place of residence overnight shall be paid an allowance calculated in accordance with the following components:

Component	Within Tasmania \$	Outside Tasmania \$	Sydney \$
Overnight Absence from Normal Place of Residence	80.00	111.90	130.65
Breakfast (preceding or following an overnight absence) applicable hours 7.00am - 8.30am	13.05	13.05	13.05

Lunch (preceding or following an overnight absence) applicable hours 12.30pm - 2.00pm	11.65	11.65	11.65
Dinner (preceding or following an overnight absence) applicable hours 6.00pm - 7.30pm	24.80	24.80	24.80

**PROVIDED** that if the employee so wishes, he/she shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

(2) In addition to the allowance available in accordance with subparagraph (1) of this paragraph and provided the Head of Agency is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expenses incurred, as a result of that employee's absence from the normal place of residence, for the following purposes:

(A) a telephone call to the employee's spouse or children each twenty-four hours;

(B) dry cleaning or laundry required as the result of an extended absence.

(3) Notwithstanding subparagraph (1) of this paragraph where the Head of Agency is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.

(4) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the employer, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the employer.

(5) Where public transport is not conveniently available and an employee in the performance of his/her duties finds it necessary to hire other forms of transport, he/she shall, subject to the approval of the employer, be reimbursed the actual costs incurred in the hiring of such transport.

(6) Where an employee in the performance of his/her duties is required to be stationed temporarily at any place other than his/her usual headquarters for a period exceeding three weeks, and is absent from his/her normal place of residence, and has to procure board and lodging whilst so stationed, he/she shall be paid a travelling allowance at the following rates:

(A) for the first three weeks in accordance with the rates set forth in subparagraph (1) of this paragraph; and

(B) thereafter, at such rate as the Head of Agency may determine.

(7) Where the Head of Agency certifies that the duties of an employee involve systematic travelling, the Head of Agency shall determine the rate to be paid to such employee within the limits of the rates set forth in subparagraph (1) of this paragraph.

(8) Where an employee in the performance of that employee's duties is required to travel:

(A) Within Australia (including Papua New Guinea and New Zealand) - by ship, aircraft, railway train, or other means of conveyance, where that employee is provided with meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

Rates Per Day	\$
Within this State	12.45
Outside this State	17.50

(B) Outside Australia, Papua New Guinea and New Zealand - that employee, while so travelling, shall be paid a travelling allowance at such rate as the Head of Agency may approve.

(9) Where an employee is permanently stationed on the Bass Strait Islands and enters upon leave of absence that employee may, three times in every year, on the determination of the Head of Agency concerned, be paid the return fares reasonably incurred by the employee for that employee or for any dependent member of that employee's family, permanently resident on the Bass Strait Islands, travelling from that employee's station to the nearest seaport or airport on the mainland of this State. Such travel shall include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

**PROVIDED** that:

(A) with the approval of the Head of Agency, an employee may, in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;

(B) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of that employee's family, permanently resident on the Bass Strait Islands, an employee may by way of reimbursement and, with the approval of the Head of Agency, be paid the return fare reasonably incurred for travel from that employee's station to the nearest centre in this State or to Melbourne, where such treatment can be obtained. Such reimbursement shall be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this subparagraph;

(C) the above entitlement is not cumulative, each year standing alone;

(D) no employee shall be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.

(10) Where an employee is required in the performance of that employee's duties, either on appointment or transfer, to move from that employee's place of residence to another district, and:

(A) the employee is unable to obtain accommodation for that officer's family in that district and thereby incurs additional expense;

(B) there is available in that district for the employee's family only such accommodation as will involve the employee in excessive expenditure, the Head of Agency concerned may grant to such employee a special allowance at such rate as the Head of Agency concerned may determine;

Such allowance shall be payable in the first instance for a period not exceeding three months as the Head of Agency may, as it deems necessary, extend such period for any number of additional periods not exceeding three months at any one time;

(C) The Head of Agency may, at any time, increase, reduce or revoke any allowance granted under this subparagraph;

(D) An employee who receives an allowance under this subparagraph shall immediately report to the Head of Agency any alteration of the circumstances in consideration of which such allowance was granted or renewed.

## **11. BOARD AND LODGING**

An employee who is provided with board and/or lodging at a health service facility shall, subject to any subsequent basic salary component adjustment, have deducted from that employee's salary the following amounts in respect of such board and lodging:

	\$
Where both board and lodging is provided per week	100.60
Where lodging but no board is provided per week	18.45
Where board but no lodging is provided per week	82.15

## **12. EMPLOYEE ORGANISATION MEETINGS**

Unless otherwise agreed with the employer, employee organisation meetings are to be held in the employee's own time.

## **13. EXCESS TIME**

Calculation of entitlements for all medical practitioners under this clause shall be by sequential summation of the hours worked from the commencement of the pay period.

### **(a) Full-Time Employees**

**(i)** All work in excess of the average of 76 hours per fortnightly pay period, performed by Medical Practitioners in Training I-II and Specialist Medical Practitioners in Training Level I-II shall attract the following loading:

**(1)** More than 76 hours and up to 120 hours - 125%, or time and one quarter, except when the excess hours are worked on a Saturday or Sunday in which case the loading shall be 150% or time and one half.

**(2)** More than 120 hours - 200% or double time.

**(ii)** All work in excess of the average 76 hours per fortnightly pay period performed by employees other than Medical Practitioners in Training I-II and Specialist Medical Practitioners in Training Level I-II and approved by the Head of Agency shall be taken as leave in lieu. Such leave in lieu will be accrued and taken at time for time up to a maximum of 20 days per year and paid at ordinary time rates. Any unused balance of leave in lieu shall be paid to the employee at the end of each leave year at ordinary time rates.

### **(b) Part-Time Employees**

A part time employee must work the full time equivalent hours before excess time is applicable. Any time in excess of 38 hours per week or 10 hours per day for a part time employee (Medical Practitioner in Training Level I and II, Specialist Medical Practitioner in Training Level I-II) and approved by the Head of Agency will be paid in accordance with subclause (a)(i) of this clause. Leave in lieu of excess hours will accrue for part-time employees other than Medical Practitioner in Training Level I and II, Specialist Medical Practitioner in Training Level I-II in accordance with subclause (a)(ii) of this clause.

#### **14. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

The objectives of this procedure are to promote the resolution of grievances and disputes by measures based on consultation, cooperation, and discussion; to reduce the level of industrial disputation; and to avoid interruption to the performance of work and the consequential loss of service to the community and of wages.

- (a) In the first instance, the employee(s) and/or local employee organisation representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor. The local employee organisation representative shall be present if requested by either party.
- (b) If the grievance or dispute is not settled at that stage, the matter shall be referred to the unit, service or departmental head. The local employee organisation representative shall be present if requested by either party.
- (c) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and a nominated representative of the executive of the employee organisation.
- (d) It is agreed that steps (a) to (c) specified in this clause shall take place within seven days.
- (e) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.
- (f) Until the grievance/dispute is resolved through any or all of the steps (a) to (e) specified in this clause, work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose, except that the employer may require that the employee undertake alternative professional duties for which the employee is appropriately trained to perform without loss of salary where the grievance/dispute relates to professional misconduct or the provision of patient care. No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of work as above.
- (g) The foregoing grievance and dispute settling procedure is without prejudice to any statutory rights available to an employee under the provisions of the Tasmanian State Service Act.

#### **15. HOLIDAYS WITH PAY**

- (a) All employees, shall be entitled to the following holidays without deduction from their weekly wages:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day , Hobart Regatta Day (south of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.



In addition, such other day or days declared from time to time to be State Service holidays, having regard to the declared location of such day or days.

(b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, the employee had been at work.

(c) Where an employee is entitled to holidays in accordance with subclause (a) and is rostered to work on any of the prescribed holidays, the employee shall be paid at the rate of double time and one half, or by agreement, hours worked paid as time and one half and a day in lieu added to the employees recreation leave entitlement.

**PROVIDED** that no employee shall receive in aggregate more than the equivalent of double time and one half.

(d) Where an employee is called back to duty on a public holiday - the employee shall be paid at the rate prescribed in Clause 19 - On Call of this agreement.

(e) An employee required to work on any of the holidays mentioned in subclause (a) of this clause where such holiday applies at the employee's normal place of work but because his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to their recreation leave entitlement.

## **16. HOURS OF WORK**

(a) Full - Time Employees - Medical Practitioner in Training I-II and Specialist Medical Practitioner in Training I-II.

The ordinary hours of work for a full-time employee shall be 38 hours per week or not less than an average of 76 hours per fortnight to be worked between the spread of hours 7am to 7pm Monday to Friday, in accordance with roster periods of not more than 10 hours exclusive of a meal break of customary duration.

**PROVIDED** that rosters may extend outside the spread of hours and on weekends.

**PROVIDED FURTHER** that the maximum number of hours rostered shall not exceed 70 in any one week, 136 in any one fortnight, or 268 in any two consecutive fortnightly periods unless agreed to by the employee and the employer.

(b) Full - Time Employees - Other than Medical Practitioners in Training I-II and Specialist Medical Practitioners in Training I-II.

The ordinary hours of work for a full time employee, other than medical practitioners in training and specialist medical practitioners in training, shall be 76 hours per fortnight to be worked between the hours of 7.00 am and 7.00 pm, Monday to Friday, except where by mutual agreement between the employee and the employer the ordinary hours of work are as per subclause (a) of this clause. Where such agreement is entered into the employee shall be deemed to be working under subclause (a) of this clause for the purposes of clause 17 - Leave, subclause (g) - Recreation Leave.

**PROVIDED** that the usual daily hours of work and the days of work shall be determined by the Head of Agency in consultation with the employee concerned. The hours of work shall be reviewed on an annual basis but may be altered at any time by mutual agreement between the Head of Agency and the employee concerned but not so as to require an employee to work in excess of 10 ordinary hours in one day on a regular basis and not more than 152 hours in any two consecutive fortnightly periods.

**PROVIDED FURTHER** that rostered work outside the prescribed spread of hours of 7.00am to 7.00pm Monday to Friday inclusive and rostered hours worked from 0001 Saturday to 2359 Sunday shall be regarded as part of the employees fortnightly hours, if in that fortnight hours worked inside the prescribed spread are less than 76.

(c) Part-Time Employees

Subject to any requirements to attend meetings approved by the Head of Agency the minimum period of daily work for part-time medical practitioners shall be 38 hours per fortnight and in the case of part-time medical practitioner in training the minimum hours shall be 30 hours per fortnight.

**PROVIDED** that these minimum hours may be reduced by written agreement between the employer and the employee and the employee organisation.

**PROVIDED ALWAYS** that the hours of work for part-time employees be specified in writing by the employer.

(d) Loading

(i) All work performed between the hours of 7.00am and 7.00pm shall be paid as follows:

- (1) Monday to Friday - ordinary time rates;
- (2) Saturday and Sunday - 150% or time and one half;
- (3) Holidays with Pay - 250% or double time and one half, or by agreement, hours worked paid at time and one half (150%) and a day in lieu added to the employee's recreation leave entitlement.

(ii) All work performed between the hours of 7.00pm and 7.00am shall be paid as follows:

- (1) Monday to Friday - 125% or time and one quarter;
- (2) Saturday and Sunday - 150% or time and one half;
- (3) Holidays with Pay - 250% or double time and one half, or by agreement, hours worked paid at time and one half (150%) and a day in lieu added to the employee's recreation leave entitlement.

(e) Reasonable notice of roster

Where an employee is rostered outside the spread of hours on weekdays or on weekends, each employee shall work in accordance with a roster to be drawn up at least four weeks in advance. Such roster shall indicate the days and times which the employee shall work in and may include additional hours of rostered duty. Any alterations to the roster shall be mutually agreed between the Head of Agency and the majority of employees affected by any change in the roster.

**PROVIDED** that except in a genuine emergency or counter disaster situation the roster shall not be changed until after four weeks notice have been given.

**PROVIDED ALWAYS** that an employees place on such roster shall not be changed, except subject to the availability of the employee on one weeks notice of such change or payment of the penalty rates set forth in Clause 13 - Excess Time, sub-clause (a). So far as employees present themselves for work in accordance therewith the hours of work shall be specified in the roster.

## **17. LEAVE**

(a) Bereavement Leave

(i) An employee, on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather or grandmother and grandchild, shall be entitled upon application being made to, and approved by the Head of Agency, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of salary not exceeding the number of ordinary hours worked by the employee in three ordinary days.

**PROVIDED** that such leave and payment for such leave for part-time employees will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to that ordinary hours worked by an equivalent full-time employee.

**PROVIDED ALWAYS** that no employee shall be paid for a day or days they are not required to work.

(ii) Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the Head of Agency, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

(iii) For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de-facto wife or husband.

(b) Conference Leave

(i) Subject to the provisos hereunder, on application by an employee, the Head of Agency shall approve up to five working days leave per year exclusive of travel time by the most direct route for the purpose of attending conferences (however titled) concerning medical practice, research, management or education.

**PROVIDED** that conference leave will only be granted to employees in receipt of a salary equivalent to that paid to a Specialist Medical Practitioner Level 1 or higher.

**PROVIDED ALWAYS** that the payment of salary for such leave will not exceed that for the number of days the part-time employee would normally be required to work in that week and the normal ordinary hours the part-time employee would be required to work on each of those days.

**PROVIDED FURTHER** that in considering any application for conference leave the Head of Agency may have regard to the prevailing work requirements within the health service facility and the relevance of such attendance to the work of the health service facility.

(ii) With the prior approval of the Head of Agency an employee may accumulate conference leave as prescribed in paragraph (i) of this clause over 2 years.

**PROVIDED** that any period of such leave not taken during the second year shall not be further aggregated.

(iii) Upon the application of an employee proposing to proceed upon conference leave, the employer will approve payment of the employee's return economy class air fare to the venue of the conference, together with any registration fees and daily living allowances at the appropriate rate as specified in Clause 10 - Allowances, subclause (e) - Travelling Allowance, paragraph (ii) - Travelling Allowances, subparagraph (1) of this agreement to apply to employees for interstate travel, or in the absence of such prescription an allowance approved by the employer.

(iv) An employee granted conference leave shall within a period of one month after resuming duty arrange to present to a relevant peer professional group details of the knowledge gained during such leave, and that presentation shall be made within three months of resuming duty.

(c) Examination Leave

(i) An employee who is undertaking an approved course of study in accordance with Clause 17 - Leave, subclause (k) - Study Leave of this agreement may be granted such paid leave as is necessary to enable convenient attendance at examinations required by the body responsible for the course of training or study being undertaken.

**PROVIDED** that where the examination coincides with the ordinary hours of work of a part-time employee that employee shall be paid for such coinciding hours.

**PROVIDED ALWAYS** that no employee shall be paid when attending an examination on their rostered day off.

**PROVIDED FURTHER** that leave granted under this clause is not cumulative upon leave which may be available for the purpose of attending examinations under Clause 17 - Leave, subclause (k) - Study Leave of this agreement.

**(d)** Leave Without Pay

Employee-initiated leave without pay of more than 20 days in the aggregate shall not count for the purpose of calculating entitlements to recreation leave, sick leave or salary increments.

**(e)** Part-time Employees

**(i)** Provisions applying to leave entitlements for part-time employees are as follows:

<u>Clause No.</u>		<u>Page No.</u>
15	Holidays With Pay	15
17(a)	Bereavement Leave	18
17(b)	Conference Leave	18
17(c)	Examination Leave	19
17(d)	Leave Without Pay	19
17(f)	Parental Leave	20
17(g)	Recreation Leave	20
17(i)	Sabbatical Leave	22
17(j)	Sick Leave	23
17(k)	Study Leave	25

**(ii)** Where part-time employees ordinary hours of work coincides with any of the holidays prescribed by Clause 15 - Holidays with Pay then a part-time employee will be paid in accordance with his/her ordinary hours for that day.

**PROVIDED** that if a part-time employee is required to work on a holiday with pay as prescribed in Clause 15 - Holidays with Pay, then the employee will be entitled to the appropriate penalty payment specified in Clause 13 - Excess Time of this agreement.

**(f)** Parental Leave

Subject to the terms of Schedule 3 of this agreement, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

**(g)** Recreation Leave

**(i)** Quantum of Leave

All full time employees, excluding those who are paid an allowance under the provision of Clause 8 - Salaries, subclause (b) - Part-time Employees and Temporary Employees of this agreement, shall receive 20 working days recreation leave on completion of each year of service which shall be paid at the employees base rate (inclusive of fixed on call, qualification and managerial allowances).

**PROVIDED** that such leave and payment for such leave for a part-time employee will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to the ordinary hours worked by an equivalent full-time employee.

**(ii) Additional Leave**

The following employees shall receive an additional 5 working days recreation leave on completion of each year of service which shall be paid at the employees base rate (inclusive of fixed on call, qualification and managerial allowances).

(1) employees whose hours of work are in accordance with clause 16(a), including those employees other than Medical Practitioner in Training and Specialist Medical Practitioner in Training who by agreement participate in an after hours roster and whose hours of work are in accordance with clause 16(a).

(2) employees who participate in an on call roster in accordance with clause 19 - On Call subclause (a) paragraph (i) subparagraphs (1) (2) (3) (4) and (5).

**PROVIDED** that part time employees shall receive pro rata of the 5 days additional leave in accordance with their part-time commitment.

**(iii)** Recreation leave shall be given at a time fixed by the Head of Agency within a period, where possible, not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee.

**PROVIDED** always that if it is not possible to grant leave of absence for recreation to an employee in any one leave year, due to the requirements of the health service facility in which that employee is employed or for any other sufficient reason, the Head of Agency may permit leave to be taken by that employee in a subsequent leave year in addition to the recreation leave for that previous leave year(s).

**(iv)** Except as provided in subclause (f) - Parental Leave and subclause (g) - Recreation Leave of this clause and Clause 10 - Allowances, subclause (c) - Part-Time Employees and Temporary Employees of this agreement payment shall not be made or accepted in lieu of recreation leave.

**(v)** Each employee before going on leave shall be paid the amount of salary the employee would have received in respect of the ordinary time inclusive of permanent allowances specified in Clause 10 - Allowances, subclause (a) - Managerial Allowance, subclause (b) - Qualification Allowance and Clause 19 - On Call - subclause (a) Rostered On Call, of this agreement which the employee would have worked had the employee not been on leave during the relevant period and no deduction shall be made for board and lodging. Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave at the time, unless otherwise specified by the employee. Payment shall be made not later than 12 noon on the last day of work prior to going on leave. It shall be the responsibility of the Head of Agency to advise the pay office of the impending leave when approved and authorise payment.

(vi) If after one month of continuous service in any qualifying 12 monthly period the employee lawfully leaves that employee's employment or that employment is terminated by the employer through no fault of the employee, the employee shall be paid at that employee's ordinary hourly rate of salary as follows:

- sixteen and two third hours for each completed month of continuous service.

**PROVIDED** further that such leave and payment for such leave for a part-time employee will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to the ordinary hours worked by an equivalent full-time employee.

(vii) Subject to the provisions of Clause 9 - Abandonment of Employment of this agreement, for the purpose of this clause service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident or paid leave entitlements. In calculating the period of 12 months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any 12 monthly period, be taken into account in calculating the period of 12 months continuous service.

(viii) Where employees classified as Medical Practitioners in Training Level I to IV have taken part or all of their recreation leave during the year of service and resign prior to the completion of that year's service the employer will be entitled to reimbursement of pay for leave taken in excess of that calculated pro-rata for that year of service.

(ix) For employee working in accordance with clause 16 Hours of Work, subclause (a), recreation leave shall be allocated at no more than 7.6 hours for each day with a maximum of 38 hours in any 7 day period.

**(h) Relief**

There is an obligation on the part of the employer, in consultation with the employee concerned or his/her supervisor to provide relief in respect of leave entitlements specified in Clause 17 - Leave, subclauses (b) - Conference Leave, (k) - Study Leave, (i) - Sabbatical Leave, (c) - Examination Leave, (h) - Recreation Leave, (j) - Sick Leave and (f) - Parental Leave of this agreement and for periods of long service leave. No employee who has such leave entitlement shall be held responsible for the arrangement of any rosters, work practices or deployment of other employees to ensure that the employee's duties are assigned to other individuals while such employee is absent on leave.

**PROVIDED** that part-time employees sharing the same duties will agree to cover the duties for each other wherever practicable.

**(i) Sabbatical Leave**

(i) A period of 13 weeks sabbatical leave shall be allowed upon the completion of 5 years of continuous service within the State health system, in not more than three periods of four weeks or more in any 12 month period.

**PROVIDED** that such leave will not be allowed within a 2 year full-time equivalent employment period, exclusive of any accrued annual and long-service leave entitlements, before the statutory retirement age for the employee.

**PROVIDED ALWAYS** a full-time or part-time employee, who, immediately before becoming a full-time or part-time employee, was a temporary employee not receiving an allowance in lieu of such entitlement shall be credited to that employee at the time of becoming an employee the period of service qualifying for this entitlement, as if that employee's total continuous service from the date of first reporting for duty as a temporary employee had been service as a full-time or part-time employee.

(ii) Sabbatical leave shall be granted to employees in positions with a salary classification equivalent to Specialist Medical Practitioner Class 1 or higher who hold a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, appropriate to their speciality or relevant to their appointment.

(iii) The entitlement for such sabbatical leave shall be -

(1) 13 weeks paid leave for all eligible employees;

**PROVIDED** that the payment of salary for such leave for a part-time employee will not exceed that for the number of days and the ordinary hours of work on each of those days the part-time employee would be required to work at the time of application for the leave.

(2) actual cost by any means of public transport of travel expenses up to the value of an around-the-world air fare at excursion rates; and

(3) daily living allowances at the appropriate rate as specified in Clause 10 - Allowances, subclause (e) - Travelling Allowances, of this agreement to apply to employees of the State Service for interstate and overseas travel, as the case may be or in the absence of such prescription, an allowance approved by the Head of Agency.

(iv) In order to qualify for sabbatical leave an employee shall:

(1) present a detailed program to the employer for approval; and

(2) submit such program not less than 6 months prior to the requested date of such leave. However, this period may be varied by mutual agreement between the employer and the employee concerned.

**PROVIDED** that where a program for sabbatical leave is rejected, the employee concerned may submit at any time a revised program to the employer for approval, with the date of effect of such leave for the revised program to be not less than four weeks from the date of submission of the approved revised program.



(v) An employee granted sabbatical leave shall within a period of one month after resuming duty:

- (1) furnish to the employer a detailed written report on the activities associated with such leave; and
- (2) arrange to present to a relevant peer professional group details of the knowledge gained from such leave within three months of returning from the leave.

(j) Sick Leave

(i) An employee who is absent from work on account of personal illness or on account of injury by accident, shall be entitled to leave of absence on full pay (inclusive of allowances prescribed in Clause 10 - Allowances of this agreement and exclusive of penalty payments) subject to the following conditions and limitations.

An employee shall:

- (1) not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation;
- (2) except in exceptional circumstances, within the 24 hours of the commencement of such absence, inform the Head of Agency of his/her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence;
- (3) prove to the satisfaction of the Head of Agency that he/she was unable, on account of such illness or injury to attend for duty on the day or days on which sick leave is claimed;
- (4) not, except in sub-clause (ii) hereof, be entitled in any one year to leave in excess of 152 hours, provided that in the first year of service an employee shall only be entitled to 12 hours 40 minutes for each completed month of service; and
- (5) receive sick leave at no more than 7.6 hours for any day or 38 hours for any week.

**PROVIDED** that for part-time employees such leave and payment for such leave will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to that ordinary hours worked by an equivalent full-time employee.

(ii) If in the full period of sick leave, as prescribed in sub-clause (i) (4) is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

(iii) Notwithstanding any other provisions in this clause, an employee who on examination reveals a changed Mantoux reaction in the course of their duties or who contracts any nosocomial infection or colonisation, the same having been certified to by a

medical practitioner approved by the Head of Agency, shall, without prejudice to the operation of Regulation 26 of the State Service Regulations 2001 be granted leave on full pay for a period of up to 12 weeks. During any period of time in which the sub-clause applies to an employee, that employee shall be regarded as remaining in the employment of the health service facility for the purposes of the Workers' Rehabilitation and Compensation Act 1988.

**PROVIDED** that for part-time employees such leave and payment for such leave will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to that ordinary hours worked by an equivalent full-time employee.

(iv) Where, in the opinion of a medical practitioner (as defined), illness or risks arising out of the medical conditions specified in this sub-clause connected with the work assigned to the employee make it inadvisable for the employee to continue his/her present duties, the employee shall, wherever practicable, be transferred to suitable mutually agreed safe employment to a position classified under this agreement at the same level, grade and salary for the duration of the period of risk.

**PROVIDED** that the employer will be responsible for ensuring that the employee receives any training deemed necessary by the Head of Agency to perform the full duties required by such employment and for the costs of such training.

(v) For the purposes of paragraph (iii) nosocomial infection or colonisation shall include Methicillin resistant Staphylococcus aureus, other multi-resistant organisms, Hepatitis B, Non A/Non B Hepatitis, Tuberculosis, HIV positive status or Acquired Immune Deficiency Syndrome or any other nosocomial infection contracted by the employees in performing his or her duties.

(vi) An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of paid annual leave, shall be given credit for the period so certified and the paid annual leave shall be extended by the number of days that employee has been so certified as unfit for duty.

(vii) An employee who falls sick for reasons of his/her work shall, subject to the recommendations of a medical practitioner approved by the employer, be paid a salary not less favourable than that prescribed by the Workers' Rehabilitation and Compensation Act 1988.

(viii) A year for the purposes of this clause, shall mean 365 days, including rostered days off, holidays with pay, paid annual leave and paid sick leave.

(ix) Medical certificates are to be provided where an employee is absent on sick leave for three consecutive working days or more. Certificates are to be provided for any leave taken due to sickness in excess of 38 hours in the aggregate in any one sick leave year.

(x) A temporary employee (as defined), for the purposes of paragraphs (i), (ii), (vi) and (vii) of this clause, does not include a temporary employee who receives a rate of remuneration that excludes the right to any sick leave entitlements as specified in Clause 10 - Allowances, subclause (c) - Part-Time Employees and Temporary Employees of this agreement.

(xi) Notwithstanding any other provisions of this clause, persons employed prior to 1 October 1994, retain all sick leave accumulated to that date and on each employee's ensuing anniversary date accumulation shall continue at the rate of 152 hours per year in accordance with subclause (ii) hereof.

(k) Study Leave

Study leave will be granted to employees in accordance with Part 5 of the State Service Regulations 2001 and other such guidelines approved by the Head of Agency.

**PROVIDED** that such leave and payment for such leave for a part-time employee will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to the ordinary hours worked by an equivalent full-time employee.

**18. MEALS**

(a) Meal Allowances

(i) Where an employee is required to commence duty at that employee's headquarters not less than one and a half hours before, or to remain on duty for not less than one and a half hours after, the agreed usual daily hours of work or rostered hours of duty, and that requirement necessitates the employee obtaining a meal away from home, that employee shall, subject to this paragraph, be paid a meal allowance at the following rates:

Meal	Rate of Allowance
	\$
Breakfast	8.10
Lunch (or midday meal)	8.95
Dinner (or evening meal)	15.80

**PROVIDED** that where an employee who is required to work excess hours on a Saturday, Sunday or holiday with pay as prescribed in Clause 15 - Holidays with Pay, has been given prior notice thereof the previous day or earlier, that employee shall not be entitled to the payment of meal allowances BUT where such prior notice has not been given that employee shall attract such payment.

(ii) Where the duties of an employee requires the employee to travel from that employee's headquarters and the employee is more than 60 kilometres therefrom at that employee's normal meal hour, the employee shall, subject to this paragraph, be paid in the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance at the following rates:

Meal	Rate of Allowance
	\$
Breakfast	8.10
Lunch (or midday meal)	8.95
Dinner (or evening meal)	15.80

(iii) The meal allowance prescribed in this subclause shall not be paid unless the Head of Agency is satisfied that the employee was required to perform his/her duties at such a place and time that it was not reasonably practical for the employee to return to the employee's normal place of residence for a meal, and that the employee, in the case where a meal is purchased, did in fact incur the expense claimed.

(b) Meal Breaks

(i) An unpaid meal break of 60 minutes during which the employee is released from all duties which would restrict the employee to his/her place of work or to remain on-call shall be taken no later than five hours after the commencement of ordinary hours of work or between midday and 2.00pm. Where an emergency or a work requirement approved by a medical administrator of the health service facility prevents the taking of such a meal break employees will be paid a meal break at the rate applying at the time.

(ii) An unpaid meal break of lesser duration but not less than 30 minutes where the employee is relieved of all duties which would restrict the employee to his/her place of work or to remain on-call may be taken where agreement exists between the employee and the Head of Agency.

(c) Meals on Duty

Where an employee not subject to subclause (a) of this clause is supplied meals on duty, the amount to be paid by such employee in respect of each meal so supplied shall be as follows:

	\$
3 course (soup, main and sweet)	4.50
2 course (main, soup or sweet)	3.30
Single main - hot or cold	2.15
Single course other than main	1.20
All breakfasts - full	4.50
Continental breakfast	2.70

**PROVIDED** that:

- (i) a minimum charge of \$1.20 applies for each meal taken;
- (ii) in each case where a one, two or three course meal is ordered and charged for as above, no extra charge is to be levied for either beverages, toast, bread, butter or condiments:

**PROVIDED ALWAYS** that an employee in a health service facility shall pay for all meals provided at the rates specified above.

**(d) Extra Meals**

**(i)** An employee, who is required to work more than nine continuous hours on any day exclusive of a meal break shall be entitled to count up to 30 minutes for the second meal break as time worked.

**(ii)** An employee, who is required to work more than 16 hours on any day exclusive of meal breaks shall be entitled to count up to 30 minutes for the third meal break as time worked.

**(iii)** An employee, who is required to work 24 hours on any day exclusive of meal breaks shall be entitled to count up to 30 minutes for the fourth meal break as time worked.

**(e) Meals (Travelling)**

See Travelling Allowance, Clause 10 - Allowances, subclause (e) - Travelling Allowances, paragraph (ii) - Travelling Allowances.

**19. ON CALL**

**(a) Rostered On-call**

**(i)** The following criteria will necessitate an employee participating in an on-call roster:

- (1)** responsibility for the clinical care of emergency patients and in-patients in public hospitals;
- (2)** responsibility for the medical care of community patients;
- (3)** management and administrative responsibilities which require the employee to be medically qualified;
- (4)** responsibility for patient diagnostic facilities; and
- (5)** directed by the Head of Agency.

**(ii)** An employee who is rostered on call and who is directed by the Head of Agency to remain within close telephone contact in order to hold that employee in readiness to return to work without delay or within a reasonable period of time of being recalled, or to attend telephone enquiries and requests for professional advice shall be paid in accordance with the following rates:

- (1)** if on a regular on call roster of 1:10 or less frequently - 2.5% of the employee's base salary;
- (2)** if on a regular on call roster of 1:5 to 1:9 - 5% of the employee's base salary;
- (3)** if on a regular on call roster of 1:3 or 1:4 - 10% of the employee's base salary;

- (4) if on a regular on call roster of 1:2 - 15% of the employee's base salary;
- (5) if permanently on call on a 1:1 roster - 20% of the employees base salary.

**PROVIDED** that this allowance shall be based on an on call roster approved by the Head of Agency.

**PROVIDED FURTHER** that part-time employees who participate in an on call roster shall be paid the same as an equivalent full-time employee.

(b) Call Back

(i) Employees other than Specialist Medical Practitioners -

(1) An employee who is recalled to duty outside of that employee's rostered hours of work will be paid for actual time worked including time reasonably spent in travelling to and returning from work by the most direct route at the following rates:

(A) If recalled on weekdays outside the employee's rostered hours of duty, or outside the prescribed spread of hours - at the rate of time and one quarter;

(B) If recalled on Saturday or Sunday - at the rate of time and one half;

(C) If recalled on a holiday with pay as prescribed in Clause 15 -  
Holidays with Pay:

- within the prescribed spread of hours - at the rate of time and one half;
- outside the prescribed spread of hours - at the rate of double time and one half.

(2) All payments under this clause shall be calculated to the quarter hour with a minimum payment of one hour.

(3) Where the employee is recalled to duty by an authorised employee approved by the Head of Agency within one hour of a previous recall, then the employee shall not be entitled to any additional payment for the time worked, including time reasonably spent in travelling to and from work by the most direct route, within a period of one hour from the commencement of the previous recall (or in the case of more than one recall, the first recall). The employee thereafter shall be paid at the appropriate penalty rate.

(4) For the purposes of this clause, each night or day stands alone.

(ii) Specialist Medical Practitioners

An employee who is recalled to work after leaving his or her place of work outside his or her ordinary hours of work, may be paid for actual time worked including time reasonably spent in travelling to and returning from work at the following rates:

- (1) After the completion of ordinary hours up to 12 midnight Monday to Friday at the rate of time and a half.
- (2) From 12 midnight up to the commencement of ordinary hours Monday to Friday at the rate of double time, provided that a recall to duty prior to the ordinary commencing time, which continues into ordinary hours, shall be paid at the rate of double time until the normal commencement time at which time payment shall revert to the normal hourly base rate.
- (3) On weekends and holidays with pay as prescribed in Clause 15 - Holidays with Pay at the rate of double time.
- (4) All payment under this subclause shall be calculated to the next quarter hour with a minimum payment of one hour.

**20. PAYMENT OF SALARIES**

(a) All Employees:

(i) Wages due to an employee including overtime shall be available not later than the usual time the employee ceases work at intervals of not more than two weeks and not later than Wednesday, except where it has been customary to pay on Thursday.

When a holiday with pay as prescribed in Clause 15 - Holidays with Pay falls on a normal pay day wages shall be made available on the last working day prior to the holiday with pay.

(ii) Payment of wages shall be by electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit shall be into a banking or financial institution nominated by the employee.

- (iii) (1) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees normal pay day, due to any action or default of the Head of Agency, shall be paid waiting time at the rate of time and one half for all time kept so waiting for his or her pay, irrespective of whether the employee waits at his or her normal place of employment.

**PROVIDED** that where the employees wages are paid within the first fifteen minutes after the usual time of ceasing work, a minimum payment of 15 minutes shall be made in accordance with this provision.

**PROVIDED ALWAYS** such payment at the rate of time and one half shall continue during all ordinary hours of work on each succeeding day or days, up to a maximum of 6 hours per day, until such time as payment is made.

- (2) Subject to paragraph (iii), subparagraph (3) of this clause the provisions of subclause (iii) (1) shall not apply in circumstances whereby payment of wages is not made on pay day but the Head of Agency and employee agree to an alternative arrangement for payment.
  - (3) Should, however the Head of Agency fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in paragraph (iii)(2), the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payments in accordance with subclause (1) until such time as payment is effected.
  - (4) Allowances prescribed by any agreement, other than allowances linked to the employee undertaking additional responsibilities shall not be taken into account in the calculation of waiting time rates prescribed in paragraph (iii), subparagraph (1).
  - (5) No employee shall receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.
- (iv) (1) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the Head of Agency shall not be provided with waiting time payments as prescribed in paragraph (iii) of this clause.
- (2) In circumstances where payment of wages is delayed due to reasons beyond the control of the Head of Agency, the Head of Agency shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Head of Agency that the employees pay will be delayed.
- (v) (1) On pay day, the Head of Agency shall state in writing to the employee, the amount of wages to which he/she is entitled, the amount of tax deductions made therefrom, the amount of any other deductions made therefrom and the net amount being paid to him/her.
- (2) Where the hourly rate, or the number of ordinary hours per week of an employee is changed or in the case of back moneys due, annual leave payment and payment on termination, the employee shall state the particulars separately in writing.
- (vi) (1) Where employment is terminated, all wages due shall, where practicable, be paid to the employee on the day of termination.
- (2) If payment on the day of termination is not practicable, the Head of Agency shall, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payment as may be agreed between the Head of Agency and the employee.



(b) Full-time Employees

An employee on a duty roster may be paid on the basis of the average of hours actually worked over a fortnightly period.

(c) Part-time Employees

For each hour worked, a Medical Practitioner employed on a permanent part-time basis of this agreement shall be paid 1/38th of the weekly rate set out for the classification covering employees performing similar work on a full-time basis under the terms of this agreement.

**PROVIDED** that appropriate penalty rates as specified in Clause 13 - Excess Time, subclause (a) - Medical Practitioners in Training shall apply where the employee participates in a duty roster.

**21. PROTECTIVE CLOTHING**

An employee shall be provided with protective clothing on request. Protective clothing shall be replaced on a fair wear and tear basis. Where laundering facilities are provided by the health service facility, the employee shall on request be entitled to have protective clothing laundered free of charge.

**22. REMOVAL EXPENSES**

Removal expenses for all employees under this agreement shall, on the determination of the Head of Agency be in accordance with the terms and conditions determined for persons employed in the State Service, as more particularly set forth in Part 3 of the Service Regulations 2001 as and where such terms and conditions are applicable.

**23. REST PERIOD**

An employee required to work outside the prescribed spread of hours shall, so far as practicable, be allowed a rest period of eight consecutive hours off duty between the rostered or agreed work periods of each day except where a break of lesser duration is agreed between the employee and his or her immediate supervisor to meet emergency situations or requirements of continuity of patient care.

**PROVIDED** that where an employee is required to resume duty before having had eight consecutive hours off duty, the subsequent hours worked until released from duty for eight consecutive hours shall be paid in accordance with Clause 13 - Excess Time of this agreement.

**PROVIDED ALWAYS** that no deduction shall be made for ordinary rostered or agreed working time falling within an employee's approved rest period when the employee has not had eight consecutive hours off duty between the work of successive days, as prescribed above.

## **24. STRUCTURAL EFFICIENCY: FACILITATION**

### **(a) Consultative Procedures**

**(i)** The parties to this agreement are committed to co-operating to increase the productivity, efficiency and effectiveness of the public health system and to provide employees with access to improved career opportunities.

**(ii)** In each health service facility the employer, employees and their organisation(s), shall establish appropriate consultative arrangements. The consultative mechanisms, consistent with the objectives of subclause (a)(i), may consider measures raised by the employer, employee or organisation(s) including:

- implementation of structural change;
- training;
- job redesign; and
- workplace arrangements.

Due regard will be had to existing consultative mechanisms to ensure that there is no duplication.

### **(b) Employment Agreements**

**(i)** Notwithstanding anything contained in this agreement, but subject to the provision of this clause, an agreement may be entered into between the employer and all or some of the employees engaged by the employer to increase efficiency and flexibility at a particular workplace.

**(ii)** An agreement under subclause (b)(i) shall be subject to the following requirements:

- (1)** The majority of employees affected by the change must genuinely agree to the change;
- (2)** The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under this agreement ;
- (3)** The changes shall not affect provisions reflecting national standards;
- (4)** The relevant employee organisation(s) will be advised by the employer of the intention to commence discussions with employees on an agreement under this clause;
- (5)** The employer and the relevant employee organisation(s) must be party to the agreement;
- (6)** The relevant employee organisation(s) shall not unreasonably oppose any agreement where the majority of employees affected by the change genuinely agree to the change.

**(iii)** Any enterprise agreement shall be signed by the parties, being the employer and the employee organisation(s) and contains the following:

- (1)** The term of the agreement;
- (2)** The parties covered by the agreement;
- (3)** The categories of employees covered by the agreement;
- (4)** The means by which a party may retire from the agreement;
- (5)** The means by which the agreement may be varied; and
- (6)** Where appropriate (and other than provided for under Clause 14 - Grievance and Dispute Settlement Procedure of this agreement), the means by which any dispute arising in respect to the agreement may be resolved.

**(iv)** Existing facilitative provisions of awards and practices arising from the application of these provisions shall remain unaffected by the foregoing.

**(v)** Any agreement which seeks to vary a provision of this agreement shall be referred to the Tasmanian Industrial Commission.

**(c)** Task Broadening

**(i)** The employer may direct an employee to carry out such duties as are within the limits of the employee's competence and training and with established quality assurance protocols, provided that such duties are not designed to promote de-skilling or would invalidate or be in conflict with an employee's approved training program or be in conflict with the employee's clinical privileges.

**(ii)** The employer may direct an employee to carry out such duties provided that the employee has been appropriately trained and, where applicable, appropriately credentialled and has maintained an ongoing acceptable competence in the performance of such duties.

**(iii)** An employee will not be required to carry out any duties which are inconsistent with the employer's responsibility to provide a safe and healthy working environment.

## **25. TERMINATION OF EMPLOYMENT**

(a) Employment shall be terminated by no less than four weeks and up to twelve weeks notice given by the employee or the employer or by the payment or forfeiture of four weeks pay inclusive of all permanent allowances specified in Clause 10 - Allowances of this agreement on a pro rata basis unless otherwise specified elsewhere in this agreement, as the case may be. This shall not affect the right of the Head of Agency to dismiss an employee for misconduct or neglect of duty, in which case wages shall be paid up to the time of dismissal only.

(b) Except in cases of misconduct, no employee shall be given notice of termination while on sick leave.

## **26. TRANSFER OF MEDICAL PRACTITIONERS IN TRAINING**

A proposal initiated by the employer to transfer Medical Practitioners in Training shall be limited to such transfers as are necessary to fulfil the established training requirements as set down by bodies recognised by the National Specialists' Qualifications Advisory Committee or its equivalent.

## **27. REVIEW OF THE AGREEMENT**

The parties agree that negotiations for a replacement agreement may commence no earlier than 1 April 2003. The parties may seek the assistance of a mutually agreed arbitrator to assist in these negotiations.

## **28. NO EXTRA CLAIMS**

No further claims for additional increases in remuneration and conditions of service will be made during the life of this agreement.

**29. SIGNATORIES**

This agreement is made in Hobart on the ..... of ..... 2001

SIGNED FOR AND ON BEHALF OF  
**The Minister Administering the State Service Act 2000**

.....

SIGNED FOR AND ON BEHALF OF  
**The Tasmanian Salaried Medical Practitioners Society**

.....

## Schedule 1

### CLASSIFICATION STANDARDS

**'Medical Practitioner in Training - Level I'** is a medical practitioner who holds limited, temporary or provisional registration under the provisions of the Medical Practitioners Registration Act 1996.

*Supervision/Direction Received:*

- direct supervision received from Registrar of the Unit and specialist medical employees to whom they are assigned. Receive specific direction from supervising employees.

*Level of Responsibility:*

An employee at this level is responsible for:

- functions which are within their skill and competence to perform (as determined by supervising employees);
- adherence to Agency and professional protocols and standards.

*Desirable Features/Characteristics of this Level:*

An employee at this level:

- works under the direct supervision of senior medical employees in order to obtain professional knowledge and experience;
- performs clearly defined activities with outcomes being readily attainable. Duties are closely monitored with instruction and assistance being readily available;
- is limited in their freedom to act by standards and procedures. With experience however employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines;
- is required to participate in extensive training components;
- is expected to liaise closely with other health employees involved in patient care.

**'Medical Practitioner In Training - Level II'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has had a minimum of one year's post graduate experience.

*Supervision/Direction Received*

- general supervision from medical employees to whom they are assigned;
- receives general direction from supervising employees.

### *Level of Responsibility*

An employee at this level is responsible for:

- functions which are within their skill and competence to perform (as determined by supervising employees);
- adherence to Agency and professional protocols and standards;
- routine medical decisions.

### *Desirable Features/Characteristics of the Level*

An employee at this level:

- works under general supervision from senior medical employees in order to further their professional knowledge and experience;
- undertakes a range of activities requiring the application of acquired skills and knowledge at a higher level than required at Level 1;
- performs functions which are defined by established routines, methods, standards and procedures with limited scope to exercise professional judgement;
- participate in extensive training programs. Assistance from supervising employees is available;
- is expected to liaise closely with other health employees involved in patient care and provide assistance to other employees where necessary.

**'Medical Practitioner Level I'** is a medical practitioner who holds full, limited or temporary registration under the Medical Practitioners Registration Act 1996 and has had a minimum of four year's relevant post graduate experience.

### *Supervision/Direction Received*

- receives general supervision and direct supervision from the medical employees to whom they are assigned, in accordance with their skill, knowledge and the complexity of the tasks performed. In community settings may have ultimate responsibility for patient care.

### *Level of Responsibility*

An employee at this level is responsible for:

- the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
- adherence to agency and professional protocols and standards;
- maintaining a high level of medical competency.

### *Desirable Features/Characteristics of the Level*

An employee at this level:

- receives general supervision and direct supervision from senior medical employees in accordance with their skill and knowledge and the complexity of the task being performed;
- undertakes a range of activities requiring the application of acquired skills and knowledge;
- may have the scope for exercising limited professional judgement in the performance of established procedures;
- is expected to liaise closely with other health employees involved in patient care and provide assistance to lower classified employees. Assistance from supervising employees is available.

**'Medical Practitioner Level II'** is a medical practitioner who holds full registration under the Medical Practitioners Registration Act 1996 and has a minimum of six years post graduate experience.

### *Supervision/Direction Received*

- receives general supervision and general direction from medical employees to whom they are assigned, in accordance with their skill and knowledge and the complexity of the tasks performed;
- in community settings may have the ultimate responsibility for patient care.



### *Level of Responsibility*

An employee at this level is responsible for:

- the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
- the adherence to agency and professional protocols and standards;
- supervision and teaching of Medical Practitioner Level I, Medical Practitioner in Training Level I, Level II and medical students;
- a level of clinical privileges determined;
- maintaining a high level of medical competency.

### *Desirable Features/Characteristics of the Level*

An employee at this level:

- receives general supervision and general direction from senior employees in accordance with their skill and knowledge and the complexity of the task being performed;
- is expected to exercise a degree of professional judgement higher than that required at Level 1;
- working in a community setting is expected to exercise a high degree of professional judgement and may have ultimate responsibility for patient care;
- is experienced in the performance of a wide range of complex tasks directed towards patient management;
- is expected to make a considerable contribution to decisions and recommendations affecting the initiation, continuation, development and conduct of departmental programs;
- is responsible for decision making within the work area.

**'Medical Practitioner Level III'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of eight year's post graduate experience.

### *Supervision/Direction Received*

- receives general direction and limited supervision from the specialist employees to whom they are assigned in accordance with their skill and knowledge and the complexity of tasks performed;
- in community settings may have ultimate responsibility for patient care;

### *Level of Responsibility*

An employee at this level is responsible for:

- the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
- adherence to agency and professional protocols and standards;
- teaching and supervising medical employees in accordance with established procedures;
- a level of clinical privileges determined;
- high degree of clinical decision making;
- maintaining a high level of medical competency.

### *Desirable Features/Characteristics of the Level*

An employee at this level:

- is required to function independently with only limited supervision and general direction from senior employees. Such an employee may be well advanced in the field/s of clinical medicine, management, teaching and research;
- has considerable experience in the performance of a wide range of complex functions directed towards patient management and exercises a high degree of professional judgement;
- also provides advice on the development and/or provision of medical service;
- may be appointed to the position of deputy director of a division or department within a hospital.

**'Medical Practitioner Level IV'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of ten year's relevant post graduate experience and who is appointed as the head of a division or department within a hospital.

### *Supervision/Direction Received*

- Receives broad direction and limited supervision from senior medical employees.

### *Level of Responsibility*

An employee at this level is responsible for:

- the tasks/functions which are within their skill and competence to perform;
- the adherence to agency and professional protocols and standards;
- the supervision/teaching of employees in accordance with established procedures;
- a level of clinical privileges as determined by relevant hospital clinical privileges committee;
- operating independently with limited reporting;
- the efficient functioning of the division or department;
- a high degree of clinical and/or administrative decision making;
- responsible for maintaining a high level of medical competency.

### *Desirable Features/Characteristics of the Level*

An employee at this level:

- receives broad direction and limited supervision from senior medical employees.
- may be appointed as a head of division or department within a hospital.
- is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives.
- participates in the identification of current and future options and the development of strategies to achieve desired outcomes.
- positions at this level may be identified by significant independence of action within the constraints of organisational policy.
- appointed to a management position is required to plan, organise, direct and control professional medical work relating to the administration of a substantial group of functions, including leading and direction of subordinate medical employees and evaluating work against objectives, establishing and overseeing training and development programs, formulating standards, procedures and policies for the functions under their control.
- has extensive experience in the performance of a wide range of functions directed towards patient management and exercises a high degree of professional judgement.

**'Specialist Medical Practitioner in Training - Level I'** is a medical practitioner who is fully registered under the provisions of the Medical Practitioners Registration Act 1996 and who has had a minimum of two years post graduate experience and is undertaking a course of study to obtain a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition

*Supervision and Direction Received*

- administrators receive general direction and general supervision from specialist medical practitioners
- clinicians receive general direction and direct supervision from medical employees to whom they are assigned in accordance with skill, knowledge and complexity of tasks being performed

*Level of Responsibility*

An employee at this level is responsible for:

- adherence to agency and professional standards and protocols
- supervising medical employees in accordance with established procedures
- the functions which are within their skill and competence to perform as determined by supervising employees
- a level of clinical privileges as determined by the relevant hospital clinical privileges committee.

*Desirable Features/Characteristics*

An employee at this level:

- would possess a degree of professional knowledge sufficient to exercise professional judgement within defined standards.
- in addition to workplace training employees occupying accredited training posts undertake formal training requirements in accordance with relevant specialist college requirements.
- are required to provide supervision in accordance with established medical procedures and protocols.

Administrators at this level may also be required:

- to perform clinical functions in addition to administrative duties;
- to be a member of appropriate committees.

**'Specialist Medical Practitioner in Training - Level II'** is a medical practitioner who holds full registration under the provisions of the Medical Practitioners Registration Act 1996 who has successfully completed all examination requirements for a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, and is within 12 months of having that qualification conferred.

*Supervision/Direction Received*

- limited supervision and general direction received from senior medical employees to whom they are assigned.

*Level of Responsibility*

An employee at this level is responsible for:

- supervision of medical employees in accordance with established procedures;
- a level of clinical privileges determined by the relevant hospital clinical privileges committee;
- administrative and/or clinical functions as determined by the medical employees to whom they are assigned;
- adherence to agency and professional standards and protocols.

*Desirable Features/Characteristics of the Level*

An employee at this level:

- would have acquired considerable professional experience and would be able to exercise a high degree of professional judgement;
- is expected to make a considerable contribution to decisions and recommendations affecting the initiation, continuation, development and conduct of departmental programs;
- participate in the evaluation of new concepts and approaches for the solution of complex health issues

Clinicians at this level may also:

- receive only limited supervision and general direction;
- be required to teach and supervise lower classified employees and provide advice relevant to their speciality;
- be responsible for decision making within their work area;
- be required to participate in an out of hours specialist roster.

Administrators at this level may also:

- perform clinical functions in addition to administrative duties;
- be a member of appropriate committees.

**Typical duties of an employee appointed to a position with a classification of Medical Practitioner in Training Level I - II, Medical Practitioner Level I - IV or Specialist Medical Practitioner in Training Class I - II may include, but shall not be limited to the following:**

- admission of patients;
- care of patients in the ward including a daily ward round;
- attend specialist medical officer ward rounds and record all decisions made in medical history;
- Respond to calls by nursing staff on the wards as soon as possible ;
- ensure that consultations occur when requested;
- interviewing of relatives;
- accurate and timely recording of drugs and treatment;
- checking and signing of result sheets for investigations;
- undertake procedures as required;
- accurate and comprehensive recording in the medical record including progress notes each day;
- discharge planning;
- interim discharge summary and prescription to be completed before patient discharge;
- involvement in quality assurance activities;
- participate in training requirements;
- liaison with other health staff involved in patient care;
- carry out tasks associated with family medicine, preventative medicine and primary care in the community;
- participate in clinical trials;
- assist in the development of policies for service delivery related to the work area;
- conduct examinations and report findings;

- manage and co-ordinate medical services and participate in recruitment, induction and development of medical officers;
- provide high level advice on medical issues to management.

**'Specialist Medical Practitioner Level I'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment.

*Supervision/Direction Received*

- clinicians receive limited supervision and general direction from senior medical employees;
- administrators receive limited supervision and broad direction from the Chief Executive Officer.

*Level of Responsibility*

Employees at this level are responsible for:

- adherence to agency and professional protocols and standards.
- supervision/teaching of medical employees in accordance with established procedures.
- a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- required to operate independently with limited reporting.
- a high degree of clinical decision making.

Clinicians at this level may also be responsible for:

- have responsibility for the tasks/functions which are within their skill and competence to perform;
- have ultimate responsibility for patient care;

Administrators at this level may also be responsible for:

- maintaining a high degree of medical competency;
- medico-legal reporting and patient complaints;
- a high degree of administrative decision making.

### *Desirable Features/Characteristics of the Level*

#### Clinicians at this level:

- receive only limited supervision and general direction from senior medical employees;
- would have considerable experience in a speciality and would exercise a high degree of professional judgement;
- are expected to carry out research, consultation and teaching in a specialised area of medicine requiring a high level of professional knowledge and skills;
- are involved in the design, application and assessment of clinical protocols and standards and in the review and refinement of future protocols for patient management;
- are expected to provide expert advice relating to their speciality and participate in relevant programs to evaluate new concepts and approaches for the solution of complex problems.

#### Administrators at this level:

- are expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objective;
- participate in the identification of current and future options and the development strategies to achieve desired outcomes;
- work with significant independence of action within the constraints of organisation policy;
- are required to plan, organise, direct and control professional medical work relating to the administration of a substantial group of functions including leading and direction of medical employees and evaluating work against objectives and establishing and overseeing training and development programs;
- have extensive experience in the performance of a wide range of management functions directed towards patient management and exercises a high degree of professional judgement;
- will be required to formulate standards, procedures and policies for the functions under their control;
- may be required to perform clinical functions in addition to administrative duties;
- may be required to be a member of appropriate committees.



**'Specialist Medical Practitioner - Level II'** is a medical practitioner who is fully registered under the provisions of the Medical Practitioners Registration Act 1996 and holds a specialist qualification approved by , or its equivalent, which is relevant to his/her appointment and who has had at least four years experience in that speciality subsequent to the gaining of the specialist qualification.

*Supervision/Direction Received*

- Administrators receive broad direction and limited supervision from the Chief Executive Officer;
- Clinicians receive broad direction from senior medical employees.

*Level of Responsibility*

Employees at this level are responsible for:

- adherence to agency and professional protocols and standards;
- supervision of medical employees in accordance with established procedures;
- a level of clinical privileges as determined by the relevant hospital clinical privileges committee;
- operating independently with limited reporting.

Clinicians at this level may also be responsible for:

- tasks/functions which are within their skill and competence to perform.
- high degree of clinical decision making.
- ultimate responsibility for patient care.

Administrators at this level are also responsible for:

- a high degree of administrative decision making;
- medico-legal reporting and patient complaints;
- all medical administrative matters relating to the management of medical employees.

### *Desirable Features/Characteristics of the Level*

#### Clinicians at this level:

- receives broad direction from a clinical director or Director of Medical Services.
- may be appointed as a head of a division or department within a hospital.
- has considerable experience in a relevant speciality and exercises a high degree of professional judgement.
- are expected to carry out service delivery, research, teaching and training in a specialised area of medicine requiring a high level of professional knowledge and skills.
- provides expert advice in the relevant specialist fields to medical practitioners and patients and would be involved in the design, application and assessment of clinical protocols and standards and in reviewing and refining future protocols and procedures for patient management.
- are expected to provide expert advice on the development of and/or provision of medical services in a particular field of medicine, including liaising and advising on the need for and on the approaches, development, provision, effectiveness or efficiency of relevant medical services.

#### Administrators at this level:

- are involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- are expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objectives.
- participate in the identification of current and future options and the development of strategies to achieve desired outcomes.
- must have an extensive knowledge of cost effective management and be able to demonstrate its application in forward planning.
- may be required to be a member of appropriate committees.
- are required to plan, organise, direct and control professional medical work relating to the administration of a substantial group of functions including leading and direction of medical employees and evaluating work against objectives and evaluating work against objectives and establishing and overseeing training and development programs.
- will be responsible for formulating standards, procedures and policies for the functions under their control.

**'Specialist Medical Practitioner Level III'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment and who has had at least eight year's experience in that speciality subsequent to the gaining of the specialist qualification.

*Supervision/Direction Received*

- clinicians receive broad direction from senior medical employees;
- administrators receive broad direction and limited supervision from the Chief Executive Officer

*Level of Responsibility*

Employees at this level are responsible for:

- adherence to agency and professional protocols and standards;
- a level of clinical privileges as determined by the relevant hospital clinical privileges committee.

Clinicians at this level are also responsible for:

- the tasks/functions which are within their skill and competence to perform;
- supervision/teaching of medical employees in accordance with established procedures;
- operating independently with limited reporting;
- a high degree of clinical decision making;
- ultimate responsibility for patient care.

Administrators at this level are also responsible for:

- medico-legal reporting and patient complaints.
- all medical administrative matters relating to the management of medical employees.
- clinical credentialing and privileges as part of the regional clinical privileges committee.
- the co-ordination of effective medical services to meet budgetary goals.
- the effective management of medical services provided and ensuring the maintenance of a high standard of medical practice and quality of care.

*Desirable Features/Characteristics of the Level.*

Clinicians at this level:

- receive broad direction from a Clinical Director or the Director of Medical Services.
- may be appointed as a head of a division or department in a hospital
- are expected to carry out service delivery, research, teaching and training in a specialised area of medicine requiring a high level of professional knowledge and skills.
- have extensive experience in a relevant speciality and exercises a high degree of professional judgement.
- provide expert advice in their speciality to medical employees and patients.
- are expected to be involved in the design, application and assessment of clinical protocols and standards and in reviewing and refining future protocols for patient management.
- provide expert advice on the development and/or provision of medical services in a particular field of medicine, including liaison and advising on the approaches, development, provision, effectiveness or efficiency of relevant medical services.
- are expected to make a major contribution to decision making affecting the continuation, development and implementation of major policy.

Administrators at this level:

- are involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- provide expert advice on the development of and/or provision of medical services, including liaising and advising on the need for and on the approaches, development, provision, effectiveness or efficiency of relevant medical services.
- must have an extensive knowledge of cost effective management and be able to demonstrate its application in forward planning, and have the capacity to see medical clinical matters in the wider context of cost effective health care.
- may be required to be a member of appropriate committees.
- co-ordinate a diverse range of clinical speciality services.

**'Specialist Medical Practitioner Level IV'** is a medical practitioner who is registered under the provisions of the Medical Practitioners Registration Act 1996 and holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment and who has had at least 12 year's experience in the speciality subsequent to the gaining of the specialist qualification.

The employer may give consideration to recommendations for appointment to this level provided the following criteria are satisfied:

- if he/she has had at least 12 years experience in a relevant speciality subsequent to the gaining of the specialist qualification; and
- he/she has been recommended for appointment to this level by the Peer Review Panel (as defined).

*Supervision/Direction Received*

- clinicians receive broad direction from clinical or program director or director of Medical services.
- administrators receive broad direction and limited supervision from the Chief Executive Officer

*Level of Responsibility*

An employee at this level is responsible for:

- adherence to agency and professional protocols and standards;
- a level of clinical privileges as determined by the relevant hospital clinical privileges committee;

Clinicians at this level are also responsible for:

- the tasks/functions which are within their skill and competence to perform.
- the supervision/teaching of medical employees in accordance with established procedures.
- operating independently with limited reporting.
- a high degree of clinical decision making.
- ultimate responsibility for patient care.

Administrators are also responsible for:

- medico-legal reporting and patient complaints.
- all medical administrative matters relating to the management of medical employees.
- clinical credentialing and privileges as part of the regional clinical privileges committee.
- the co-ordination of effective medical services to meet budgetary goals.

- and accountable to, the Chief Executive Officer for the effective management of medical services provided and ensuring the maintenance of a high standard of medical practice and quality of care.
- the development of clinical services to meet Board and State Health Care objectives.
- ensuring quality assurance and audit of medical practice of all medical departments is carried out.

*Desirable Features/Characteristics of the Level*

Clinicians at this level:

- may be appointed as the head of a division or department within a hospital.
- carry out research, consultation and teaching in a specialised area of medicine requiring a high level of professional knowledge and skills.
- have extensive experience in his/her speciality and exercises a high degree of professional judgement.
- provide expert advice in the relevant specialist field to medical practitioners and patients and would be involved in the design, application and assessment of clinical protocols and standards and in reviewing and refining future protocols for patient management.
- provide expert advice on the development and/or provision of medical services in a particular field of medicine, including liaising and advising on the need for and on the approaches, development, provision, effectiveness or efficiency of relevant medical services.
- are expected to make a major contribution to the decision making affecting the continuation, development and conduct of departmental medical programs and the co-ordination, development and implementation of major policy.
- are expected to undertake considerable and/or extensive management responsibilities and be able to strategically develop and implement program and resources plans and formulate long term objectives.
- organise, direct and control a substantial program of medical and related services or functions of Statewide or regional scope and significance within broadly stated policies and objectives
- requires a very high degree of professional knowledge and skills in a specified field of medicine illustrated by wide acceptance and recognition in the professional and academic communities as a national or international authority because of scholarship, scientific leadership, an excellent record of research or professional achievement, or authorship of papers and publications of major significance.

Administrators at this level:

- are involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- provide expert advice on the development of and/or provision of medical services, including liaising and advising on the need for and on the approaches, development, provision, effectiveness or efficiency of relevant medical services.
- have extensive experience in medical administration and exercises a high degree of professional judgement.
- must have an extensive knowledge of cost effective management and be able to demonstrate its application in forward planning.
- may be required to be a member of appropriate committees.
- must be able to co-ordinate a diverse range of clinical specialities and specialists, and have the capacity to see medical clinical matters in the wider context of cost effective health care.
- are expected to make major contributions to decision making effecting the continuation, development and implementation of major policy.
- In order to be eligible for appointment to this level he/she requires a very high degree of skills in medical administration illustrated by wide acceptance and recognition in the professional and academic communities as a national or international authority because of scholarship, scientific and/or administrative leadership, an excellent record of research or professional achievement, or authorship of papers and publications of major significance.
- In order to be considered for appointment to this level he/she must be assessed and recommended for appointment by the Peer Review Panel (as defined).

**Typical duties of an employee appointed to a position with a classification of Specialist Medical Practitioners Level I - IV may include but shall not be limited to the following:**

- provide expert advice in the relevant specialist fields;
- provide expert advice on the development of and/or provision of medical services in a particular field of medicine;
- undertake undergraduate clinical teaching;
- involvement in the design, application and assessment of clinical protocols and standards;
- Conduct examinations and report findings ;
- carry out research in the specialised area of medicine;

- provide supervision and training of post graduate medical staff;
- provide administrative functions for the unit as requested;
- work closely with corresponding health care staff;
- conduct procedures as required;
- plan organise, direct and control material, human and financial resources for a medical program or department;
- initiate/participate in quality assurance activities;
- represents the Agency in a variety of high level forums.

For the purposes of this schedule:

**‘broad direction’** means that employees working under broad direction are expected to develop and achieve objectives for specific functions under their control which will ensure the attainment of results critical to the efficient functioning of the Department, division or program.

**‘considerable experience’** means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, or complex features of the work.

**‘direct supervision’** means there is limited responsibility for the completion of tasks undertaken because limited discretion only is available to select the appropriate means of completing the task. Conformity with instruction is measured by the satisfactory completion of allocated tasks.

**‘employer’** means the Minister Administering the State Service Act 2000.

**‘experienced’** means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

**‘extensive’** means large, far reaching, comprehensive.

**‘extensive experience’** means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

**‘general direction’** refers to situations where detailed or specific instructions are limited to unusual features.

**‘general supervision’** means that general instructions are given and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allotted tasks is expected and encouraged.



**'health service facility'** means an establishment providing any service relating to the maintenance or improvement of the health and well-being or restoration to health and well-being of persons or the prevention of disease in or injury to persons and without limiting the foregoing includes any hospital, medical, paramedical, mental health, community health, environmental health or other health service.

**'higher qualification'** means a qualification applicable to the speciality concerned, obtained by a medical practitioner subsequent to graduation and which is recognised by a body equivalent to the National Specialist Qualifications Advisory Committee of Australia to be a higher qualification.

**'limited supervision'** means that work is undertaken with established objectives and with little guidance. Conformity with instructions is usually measured in terms of the achievement of stated objectives to senior management agreed standards.

**'post-graduate experience'** means full-time experience in the practice of medicine gained by a medical practitioner subsequent to graduation from a recognised University faculty of medicine.

**'Peer Review Panel'** means a panel constituted to advise the Head of Agency with regard to satisfaction of criteria of excellence, as defined in the classification standards at Specialist Medical Practitioner - Level IV in support of applications of medical practitioners employed under this agreement for progression to Specialist Medical Practitioner - Level IV.

The Panel shall consist of:

- (i) 3 nominees of the Tasmanian Salaried Medical Practitioners' Society; and
- (ii) 3 medically qualified nominees of the Department of Health and Human Services.

**'professional judgement'** means the application of specialised/professional knowledge and experience in defining objectives, solving problems, determining priorities, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

**'professional or specialised knowledge'** means knowledge of principles and techniques applicable to a particular discipline or recognised speciality in medicine. It is obtained during the acquisition of professional/specialised qualifications and/or relevant experience.

**'specialist qualification'** means a qualification, appropriate to the speciality concerned, obtained by a medical practitioner subsequent to graduation and which is recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, as a senior qualification.

**'specific direction'** refers to situations where precise instructions are given with little or no choice provided.

## **Schedule 2**

### **SALARY SACRIFICE, PACKAGING AND AGGREGATION**

#### **1. Salary Sacrifice**

An Employee covered by this Agreement may elect to sacrifice a proportion of the salary payable to them under this Agreement to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.

Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice arrangement.

#### **2. Salary Packaging**

An Employee covered by this Agreement who is employed in a Public Benevolent Institution (Public Hospital) may elect, up to the amount allowed under relevant legislation, to take a proportion of the salary payable to them under this Agreement in a form selected from a list of options offered by the employer.

Fringe Benefit Tax and any administrative costs incurred as a result of an employee entering into or amending a salary packaging arrangement, will be met by the employee.

Salary for all purposes, including superannuation for employees entering into a salary packaging arrangement, will be determined as if a salary packaging arrangement did not exist.

Salary packaging arrangements will be annual and based on a Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw at any time from a salary packaging arrangement.

Where the employee ceases to be employed by the employer in a Public Benevolent Institution the salary packaging arrangement will cease to apply as at the date of cessation.

Arrangements for Salary Packaging are to be made available within three (3) months.

#### **3. Salary Aggregation**

The parties agree to the implementation of aggregation of salary, on call, call back, and other remuneration.

### Schedule 3

#### PARENTAL LEAVE

Subject to the terms of this schedule employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

##### PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'Paternity leave'** means leave of the type provided for in Part B - Paternity Leave.

**'Child'** means a child of the employee under the age of one year.

**'Spouse'** includes a de facto or a former spouse.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the agreement.

(c) Eligibility for Maternity Leave

(i) An employee who becomes pregnant, upon production to her Head of Agency of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

(iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

**(d) Certificate**

At the time specified in subclause (e) hereof the employee must produce to her employer:

- (i)** a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (ii)** a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**(e) Notice Requirements**

- (i)** An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her Head of Agency the certificate referred to in paragraph (d)(i).
- (ii)** An employee shall give not less than four weeks notice in writing to her Head of Agency of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her Head of Agency the statutory declaration referred to in paragraph (d)(ii).
- (iii)** A Head of Agency by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (iv)** An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

**(f) Transfer to a Safe Job**

Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the Head of Agency deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the Head of Agency may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (j), (k), (l) and (m) hereof.

**(g)** Variation of Period of Maternity Leave

**(i)** Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

- (1)** the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
- (2)** the period may be further lengthened by agreement between the Head of Agency and the employee.

**(ii)** The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

**(h)** Cancellation of Maternity Leave

**(i)** Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

**(ii)** Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Head of Agency which shall not exceed 4 weeks from the date of notice in writing by the employee to the Head of Agency that she desires to resume work.

**(i)** Special Maternity Leave and Sick Leave

**(i)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

- (1)** she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
- (2)** for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

**(ii)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause (c) hereof.

**(iii)** For the purposes of subclauses (j), (k) and (l) hereof, maternity leave shall include special maternity leave.

**(iv)** An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, which the employee is qualified for and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

**(j)** Maternity Leave and Other Leave Entitlements

**(i)** Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

**(ii)** Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

**(k)** Effect of Maternity Leave on Employment

Subject to this part, notwithstanding any agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

**(l)** Termination of Employment

**(i)** An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this agreement.

**(ii)** An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(m)** Return to Work After Maternity Leave

**(i)** An employee shall confirm her intention of returning to work by notice in writing to the Head of Agency giving not less than four (4) weeks prior to the expiration of her period of maternity leave.

**(ii)** An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(n) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee the Head of Agency shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the Head of Agency shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'Maternity leave'** means leave of the type provided for in Part A - Maternity Leave (and includes special maternity leave).

**'Child'** means a child of the employee or the employee's spouse under the age of one year.

**'Spouse'** includes a de facto or a former spouse.

**'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the Head of Agency or by the agreement.

**(c) Eligibility for Paternity Leave**

A male employee, upon production to his Head of Agency of the certificate required by subclause (d) - Certification shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i)** an unbroken period of up to one week at the time of confinement of his spouse;
- (ii)** a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

**(d) Certification**

At the time specified in subclause (e) the employee must produce to his employer:

**(i)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

**(ii)** in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:

- (1)** he will take that period of paternity leave to become the primary care-giver of the child;
- (2)** particulars of any period of maternity leave sought or taken by his spouse;  
and
- (3)** for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.



**(e) Notice Requirements**

**(i)** The employee shall, not less than ten weeks prior to each proposed period of leave, give the Head of Agency notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.

**(ii)** The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:

- (1)** the birth occurring earlier than the expected date; or
- (2)** the death of the mother or the child; or
- (3)** other compelling circumstances.

**(iii)** The employee shall immediately notify his Head of Agency of any change in the information provided pursuant to subclause (d) hereof.

**(f) Variation of Period of Paternity Leave**

**(i)** Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

- (1)** the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- (2)** the period may be further lengthened by agreement between the Head of Agency and the employee.

**(ii)** The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

**(g) Cancellation of Paternity Leave**

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

**(h) Paternity Leave and Other Leave Entitlements**

**(i)** Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

**(ii)** Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

**(i) Effect of Paternity Leave on Employment**

Subject to this part, notwithstanding any agreement or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

**(j) Termination of Employment**

**(i)** An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this agreement.

**(ii)** An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(k) Return to Work after Paternity Leave**

**(i)** An employee shall confirm his intention of returning to work by notice in writing to the Head of Agency giving not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.

**(ii)** An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

**(l) Replacement Employees**

**(i)** A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

**(ii)** Before an employer engages a replacement employee the Head of Agency shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**(iii)** Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the Head of Agency shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

**(iv)** Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## PART C - ADOPTION LEAVE

### (a) Nature of Leave

Adoption leave is unpaid leave.

### (b) Definitions

For the purpose of this part:

**'Employee'** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**'Child'** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**'Relative adoption'** occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

**'Spouse'** includes a de facto spouse.

**'Continuous service'** means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the Head of Agency or by the agreement.

### (c) Eligibility

An employee, upon production to the Head of Agency of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (i) an unbroken period of up to three weeks at the time of the placement of the child;

**(ii)** an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

- (1)** any period of leave taken pursuant to paragraph (i) hereof; and
- (2)** the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

**(d)** Certification

Before taking adoption leave the employee must produce to the employer:

- (i)**
  - (1)** A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (2)** A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

**(ii)** In relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:

- (1)** the employee is seeking adoption leave to become the primary care-giver of the child;
- (2)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (3)** for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

**(e)** Notice Requirements

**(i)** Upon receiving notice of approval for adoption purposes, an employee shall notify the Head of Agency of such approval and within two months of such approval, shall further notify the Head of Agency of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

**(ii)** An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the Head of Agency thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

**(iii)** An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the Head of Agency of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.

**(iv)** An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the Head of Agency of the date of commencing leave and the period of leave to be taken.

**(v)** An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

**(f)** Variation of Period of Adoption Leave

**(i)** Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

**(1)** the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

**(2)** the period may be further lengthened by agreement between the Head of Agency and employee.

**(ii)** The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

**(g)** Cancellation of Adoption Leave

**(i)** Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

**(ii)** Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the Head of Agency forthwith and the Head of Agency shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

**(h)** Special Leave

The Head of Agency shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Head of Agency may require the employee to take such leave in lieu of special leave.

**(i)** Adoption Leave and Other Entitlements

**(i)** Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

**(ii)** Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

**(j)** Effect of Adoption Leave on Employment

Subject to this part, notwithstanding any agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

**(k)** Termination of Employment

**(i)** An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this agreement.

**(ii)** An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

**(l)** Return to Work After Adoption Leave

**(i)** An employee shall confirm the intention of returning to work by notice in writing to the Head of Agency giving not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.

**(ii)** An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

**(m)** Replacement Employees

**(i)** A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

**(ii)** Before an employer engages a replacement employee the Head of Agency shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the Head of Agency shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

## PART D - PART-TIME WORK

### (a) Definitions

For the purposes of this part:

**'Male employee'** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

**'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

**'Spouse'** includes a de facto spouse.

**'Former position'** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

**'Continuous service'** means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause;  
or

(iii) any period of leave or absence authorised by the employer or by the agreement.

### (b) Entitlement

With the agreement of the employer:

(i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

**(iii)** A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

**(iv)** In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

**(c)** Return to Former Position

**(i)** An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

**(ii)** Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

**(d)** Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

**(e)** Pro Rata Entitlements

Subject to the provisions of this part and the matters agreed to in accordance with subclause (h) hereof, part-time employment shall be in accordance with the provisions of this agreement which shall apply pro rata.

**(f)** Transitional Arrangements - Annual Leave

**(i)** An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

**(ii) (1)** A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

**(2)** Provided that, by agreement between the Head of Agency and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.



**(g)** Transitional Arrangements - Sick Leave

An employee working part-time under this part shall have sick leave entitlements which have accrued under this agreement (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

**(h)** Part-time Work Agreement

**(i)** Before commencing a period of part-time employment under this part the employee and the Head of Agency shall agree:

- (1)** that the employee may work part-time;
- (2)** upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (3)** upon the classification applying to the work to be performed; and
- (4)** upon the period of part-time employment.

**(ii)** The terms of this agreement may be varied by consent.

**(iii)** The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

**(iv)** The terms of this agreement shall apply to the part-time employment.

**(i)** Termination of Employment

**(i)** The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

**(ii)** Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

**(j)** Extension of Hours of Work

The Head of Agency may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause (h).

**(k)** Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

**(l)** Inconsistent Agreement Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (i)** limiting the number of employees who may work part-time;
- (ii)** establishing quotas as to the ratio of part-time to full-time employees;
- (iii)** prescribing a minimum or maximum number of hours a part-time employee may work; or
- (iv)** requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

**(m)** Replacement Employees

**(i)** A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.

**(ii)** A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.

**(iii)** Before an employer engages a replacement employee under this subclause, the Head of Agency shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**(iv)** Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.

**(v)** Nothing in this part shall be construed as requiring an employer to engage a replacement employee.