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Industrial Relations Act 1984
s55 Industrial Agreement

TASMANIAN VISITING MEDICAL PRACTITIONERS AGREEMENT 2019

Between the

Minister administering the *State Service Act 2000*

and the

Tasmanian Salaried Medical Practitioners Society



I TITLE

This Agreement shall be known as the Tasmanian Visiting Medical Practitioners Agreement 2019.

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3 APPLICATION

This Agreement is made in respect of all Visiting Medical Practitioners (VMPs) employed by the employer under the provisions of this Agreement irrespective of whether they are members of a registered organisation or not.

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Tasmanian Visiting Medical Practitioners (Tasmanian State Service) Agreement 2018 which was registered on 4 September 2019, and the Tasmanian Visiting Medical Practitioners (Tasmanian State Service) Agreement 2016 which was registered on 13 September 2016.
- 4.2 This Agreement applies with effect from 3 October 2019 and will remain in force until 1 October 2022.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 30 June 2022.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and The Tasmanian Salaried Medical Practitioners Society.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and any registered Agreement with the Minister administering the *State Service Act 2000*.

7 DEFINITIONS

Agency means the Department of Health.

Association means the Australian Medical Association, Tasmania.

Clinical Privileges means the permission granted to a VMP employed to provide medical and other patient care services within well-defined limits. It is the process of defining the area of clinical responsibility that the VMP is permitted to exercise in a hospital or health facility.

Clinical Privileges Committee means a committee that shall be established to be responsible for evaluating the credentials and delineating the clinical privileges of an employee in all public hospitals and health facilities within the Agency.

Employee means a person who is employed pursuant to section 37(3)(b) of the *State Service Act 2000*.



Employer means the Minister Administering the *State Service Act 2000*.

Experience in a Specialty means practical experience in that specialty subsequent to the commencement of Advanced Training in that specialty.

Head of Agency means Secretary of the Department of Health.

Hospital Patient in relation to a health facility means an in-patient in respect of whom the employer provides comprehensive care including all necessary medical, nursing and diagnostic services by means of its own staff or by other agreed arrangements and includes an eligible person as defined under the provisions of Clause 7 of the *Health Insurance Act 1973*. It does not include a private patient, a compensable patient, a Department of Veterans' Affairs patient or any patient who is not a resident of Australia where such a person is clearly and definitively so identified at the time the service is provided and is not an eligible person within the meaning of the *Health Insurance Act 1973*.

Medical Practitioners means a person duly registered as such under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010 (Tas)*.

On Call means rostered on call and notified as such by the employer to be available to attend hospital patients.

Post Graduate Experience means full time experience in the practice of medicine gained by a person subsequent to graduation from a faculty of medicine.

Private Patient means a patient who has been admitted to the hospital and has provided sufficient evidence to demonstrate utilisation of their private health insurance or other insurance such as Motor Accidents Board, Department of Veterans' Affairs and Workers' Compensation.

Professional Review Panel means a panel constituted to review the decision of the Head of Agency rejecting a specialist's application to progress to Visiting Medical Specialist Level 4 status. The panel shall review the criteria in accordance with Schedule 3 of this Agreement.

Review Committee means a committee comprising of an independent Chairperson acceptable to both the Employer and the Association, the Chief Medical Officer or his/her medically qualified nominee and a representative of the Association.

Salary for the purposes of the Retirement Benefits Fund shall mean salary, wages or allowances paid in the form of income which are received by an eligible employee, or to which the said employee is entitled, but does not include any bonuses, overtime payments, payments for special services of an occasional nature, allowances not paid in the form of income, or travelling expenses.

Senior Qualification means such qualification, applicable to the specialty concerned, obtained by a medical practitioner subsequent to graduation which is recognised in the Medical Board of Australia list of specialties and approved specialty training programs.



Specialist means a medical practitioner appointed as such who holds a senior qualification in the specialty concerned, and is registered to practice as a specialist by the Australian Health Practitioners Regulation Authority.

Visiting Medical Practitioner (VMP) means a Visiting Medical Officer (VMO) or Visiting Medical Specialist (VMS) as defined in Clause 10 who is engaged in full-time or part-time private practice, and in all but exceptional circumstances practices from professional rooms and has been employed by the employer to perform a specified service in that professional specialty.

8 SALARY INCREASES

8.1 Salaries will increase as follows

- (i) 2.3% per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 July 2020.
- (ii) 2.3% per annum with effect from the ffppcooa 1 July 2021.
- (iii) 2.35% per annum with effect from the ffppcooa 1 July 2022.

8.2 VMPs can elect to receive salary with paid leave entitlements (salary with paid leave) or elect to receive salary without paid leave entitlements (salary without paid leave). Schedule 1 of this Agreement details the salary for each level on an annual and hourly basis for salary with or without paid leave entitlements as per the election of the employee, effective ffppcooa 1 July 2020, ffppcooa 1 July 2021, and ffppcooa 1 July 2022 for employees covered by this Agreement.

9 SUPERANNUATION

9.1 Superannuation arrangements for employees are prescribed in:

- (i) the *Public Sector Superannuation Reform Act 2016* (PSSR Act)
- (ii) any regulations made for the purposes of the PSSR Act; and
- (iii) the Tasmanian Accumulation Scheme Trust Deed created pursuant to the PSSR Act.

9.2 An employee is to be a member of the Tasmanian Accumulation Scheme established by the PSSR Act, unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.

9.3 An employee who had existing superannuation arrangements in place prior to the commencement of this Agreement continues to be subject to those arrangements.

9.4 Additional Employer Superannuation Contributions

The provisions of this clause apply in addition to the rights, entitlements or obligations of the Employer or an employee under the PSSR Act or any regulations made under it.



In this clause:

"complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth.

"default fund" means a superannuation fund that is nominated under section 20(1) of the PSSR Act to be a default fund.

(i) **Accumulation Scheme Members**

- (1) For any period of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the default fund or to another complying superannuation scheme if the employee has so elected in writing, at the following rate:

$$\text{EmpCont} = (\text{NRP}/26) \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

NRP – Normal rate of pay for employee as defined in this Agreement at Clause 23.3(a)(viii).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (2) For a period of paid parental leave for which an employee, in accordance with this Agreement, has decided to take the period of paid parental leave on half pay as provided for by Clause 23.3(c) of this Agreement, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the default fund or to another complying superannuation scheme if the employee has so elected in writing, at the following rate:

$$\text{EmpCont} = 0.5 \times (\text{NRP}/26) \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

NRP – Normal rate of pay for employee as defined in this Agreement at Clause 23.3(a)(viii).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (3) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make additional employer superannuation contributions on behalf of the employee to the default fund or to another



complying superannuation scheme if the employee has so elected in writing, at the following rate:

$$\text{EmpCont} = \text{WP} \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(ii) **Defined Benefit Scheme members**

- (1) For any period of parental leave during which an employee is not paid salary or is paid salary of half their normal rate of pay and the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:

$$\text{EmpCont} = [(\text{NRP}/26) - \text{AS}] \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

NRP – Normal rate of pay for employee as defined in this Agreement at Clause 23.3(a)(viii).

AS – Actual salary paid to employee while on parental leave

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (2) For any period when an employee is absent from work either totally or partially due to a workers compensation claim, and in receipt of a workers compensation weekly payment and the employee elects not to pay, or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:



$\text{EmpCont} = \text{WP} \times \text{C\%}$

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

10 CLASSIFICATION CRITERIA

10.1 Classification Definitions

Advancement to Level 4 shall be in accordance to the provisions detailed in Schedule 3. A VMP shall not be eligible to hold a position classified in accordance with this Agreement unless the following minimum requirements are fulfilled:

- (i) Visiting Medical Officer (VMO)
 - (a) Level 1 is a medical practitioner who has less than five years post graduate experience in the practice of medicine.
 - (b) Level 2 is a medical practitioner who has had at least five years post graduate experience in the practice of medicine.
- (ii) Visiting Medical Specialist (VMS)
 - (a) Level 1 is a medical practitioner who has had at least five years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has practical experience in that specialty.
 - (b) Level 2 is a medical practitioner who has at least eight years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least four years practical experience in that specialty.
 - (c) Level 3 is a medical practitioner who has had at least eleven years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least eight years practical experience in that specialty subsequent to gaining such qualification.



- (d) Level 4 is a medical practitioner who has at least fourteen years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least twelve years practical experience in that specialty subsequent to gaining such qualification.

11 APPOINTMENT

Appointment shall be in accordance with section 37(3)(b) of the *State Service Act 2000* for a specified term or specified task.

12 MARKET ALLOWANCE

- 12.1 The Employer may determine to pay a market allowance to a VMS where it can be demonstrated to the satisfaction of the Employer that the following applies to a specific VMS role:
 - (i) Recognised highly specialist skills not currently available in the public health system in Tasmania; and
 - (ii) Skills that are universally recognised as scarce; and
 - (iii) High paying market for the particular role and/or specialty resulting in an inability to attract and retain at Agreement rates.
- 12.2 The Employer may approve any Market Allowance for a maximum period of three years only. After this period, any market allowance being paid will lapse unless it is reapproved in accordance with the provisions of this clause.
- 12.3 Schedule 5 of this Agreement sets out the procedures, monitoring and reporting requirements for submissions and approval of a market allowance relevant to a specific VMS role.

13 MANAGERIAL ALLOWANCE

A VMP 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 hourly rate of salary for the duration of that appointment.

14 DUTIES

- 14.1 A VMP shall render medical and/or surgical services within the range of his or her professional qualifications and experience and such other duties as may be specified in his/her statement of duties, employment instructions and/or contractual arrangements in accordance with his/her clinical judgement and consistent with the normal standards of medical care.



Provided that during the hours he/she is so engaged, a VMP shall render medical and/or surgical services to hospital patients only and wherever practical these service shall be uninterrupted.

- 14.2 A VMP shall endeavour to have the usual professional relations, which exist between a medical practitioner and patient.
- 14.3 The employer shall undertake not to interfere with the personal, professional and clinical relationships between a medical practitioner and his/her patients or between an employee and his/her fellow employees, and further, shall not interfere in any way with matters of clinical judgement. If a Director of Medical Services is dissatisfied with the management of any patient in a health facility, the VMP in charge of the patient may be requested to consult with another employee appropriate to the patient's medical condition. The VMP so requested shall consent to the holding of a consultation.

15 TEACHING AND RESEARCH

- 15.1 A VMP may be required to undertake teaching and/or research responsibilities and such responsibilities shall constitute a normal component within the VMP's allocated hours.
- 15.2 A VMP who declines to undertake teaching responsibilities as reasonably required by the employer may have his/her clinical privileges withdrawn.

Provided that nothing in this clause shall limit the ability of a VMP to utilise the provisions of Clause 32 – Grievances and Dispute Settling Procedure.

16 HOURS OF EMPLOYMENT

- 16.1 A VMP may be allocated up to a maximum of 18 hours per week to attend to hospital patients.

Provided that if exceptional circumstances exist the employer may approve in writing an increase in hours above the prescribed maximum.

- 16.2 The employer shall specify the number of hours each VMP is to complete on a daily and/or weekly basis. Unless otherwise agreed, such hours shall be worked within the normal working hours of 7.00am and 6.00pm Monday to Friday by agreement and shall consist of a period of not less than one hour or more than eight hours in any one day except where a lesser minimum may be agreed between the employer and the VMP concerned or the clinical need dictates that the maximum weekly hours are exceeded; such hours shall be remunerated in accordance with the rates specified in Schedule 1.
- 16.3 A VMP available and willing to work who works for less than the agreed weekly hours shall be entitled to his or her normal weekly remuneration.

17 RECORD OF ATTENDANCE



17.1 To facilitate calculation of the weekly hours of the VMP and payments pursuant to Clause 20 – On Call, and Clause 21 – Call Back, the VMP shall maintain a record indicating:

- (i) Attendance for hours, other than those regular daily and/or weekly hours which have been specified in accordance with Clause 16, shall be recorded. Such record shall be as per Administrative Instruction; and shall include a general description of the service provided (e.g. ward round, operation session etc.) for each period of attendance;
- (ii) The dates upon which he/she has been required to render services pursuant to this Agreement, other than those regular times which have been specified in accordance with Clause 20 – On Call, including commencing and finishing times during which services were rendered and the number of hours to the nearest half hour;
Provided that particulars of each service rendered, that is, the date, time of day, unit record number for the patient and the nature of the service rendered shall be maintained for normal allocated hours as well as for all time worked during call-backs.

18 MEDICAL RECORDS

A VMP shall take reasonable steps to ensure that adequate clinical records for patients under his/her care are compiled and completed at the hospital at which the service was rendered.

19 EXTRA HOURS

19.1 The intention of this clause is to clarify a “grey zone” where the VMP must extend his or her rostered sessional hours to provide a necessary clinical service (for example if an operating session or clinic runs overtime), or the VMP is required to review patients outside normal rostered hours.

- (i) Extended Session: Clinical work that extends beyond that which is rostered for the VMP's usual session will be paid at double time; or
- (ii) Clinical Review: Face to face scheduled review of patients which is clinically necessary and occurs outside of normal rostered sessional hours will be paid at single time.

19.2 Extra time will be remunerated to the nearest half an hour and include an allowance of 15 minutes travel time in either direction, that is 30 minutes total, for (ii) above, if the VMP is required to travel to and from the hospital

20 ON CALL

20.1 A VMP who is rostered on-call to attend hospital patients shall be paid an on-call allowance in accordance with the following table

Date of Effect	FFPPCOOA 1/7/19	FFPPCOOA 1/7/20	FFPPCOOA 1/7/21	FFPPCOOA 1/7/22
Hourly Rate	\$15.65	\$16.01	\$16.39	\$16.77



- 20.2 A VMP who is in receipt of an on-call allowance shall not be eligible to receive that allowance during periods when he/she is receiving payments for a call back.
- 20.3 The on-call allowance shall not be payable during any periods of leave or other absence by a VMP.

21 CALL BACK

- 21.1 All call-backs are remunerated at double time for the hours worked, with a minimum of three hours, provided that a second or subsequent call-back is not payable if occurring within three hours of the first. The call-back shall include allowance for 15 minutes travelling time in either direction, and be remunerated to the nearest half hour, if the call-back exceeds three hours

Provided that if the second or subsequent call-back commences inside three hours of the first, additional payment shall be made only when the second or subsequent call-back continues beyond the three hours. In this case remuneration at double time shall occur for all hours worked in excess of the three hours paid for the first call-back.

21.2 Definitions

- (i) When the VMP is on-call:
 - (a) A call-back applies when the VMP on-call is called in by the employer to assess a patient with a face to face consultation or to provide treatment to a patient after hours including medical or surgical procedures
- (ii) When the VMP is not on-call
 - (a) A call-back applies when the VMP is not on-call but is called in by the employer to see and treat a patient at any time of day because his or her special skills are not possessed by the on-call consultant
 - (b) A call-back applies when the VMP is not on-call but is requested by the employer to attend out of hours to provide treatment to a patient (e.g. a procedure), because for operational reasons, this treatment was unable to be undertaken during normal working hours

22 SUBMISSION OF TIME-SHEETS AND CALL-BACK CLAIMS

- 22.1 A VMP shall submit a claim to the employer in respect of services provided and such claim shall be accompanied by his or her need of attendance and appropriate authorisation
- 22.2 Where such claim is submitted within 28 days of the previous pay period for the services provided the employer shall remunerate the VMP for the amount to which he or she is entitled within 28 days of receipt of the claim
- 22.3 Where claims for payment are not submitted within eight weeks of the provision of services, a VMP may, at the discretion of the employer, forfeit his or her right to such claims

23 LEAVE



23.1 Leave Without Pay

A VMP who receives unpaid leave entitlements in accordance with Clause 8 shall take leave without pay up to the quantum available under subclause 23.2 – 23.7, at a time that is mutually convenient to both the employer and the VMP

23.2 Recreation Leave

A VMP who is entitled to paid leave entitlements in accordance with Clause 8, shall, on completion of twelve months continuance service, be entitled to four weeks recreation leave without deduction of pay at a time mutually convenient to both the employer and the VMP

- (i) Where a public holiday occurs during a period of recreation leave and the VMP concerned would have normally worked on that day he/she shall:
 - (a) Have one day added to his/her recreation leave entitlement that shall be taken at a time mutually convenient to both the employer and the VMP; or
 - (b) Shall receive a further payment at ordinary time for his/her allocated hours in lieu of the additional day off

Provided that no VMP shall receive in the aggregate more than the equivalent of double time of his/her ordinary rate

- (ii) The basis for the calculation of the payment of all recreation leave entitlements shall be as to projected weekly hours
- (iii) Except as provided elsewhere, payment shall not be made or accepted in lieu of recreation leave
- (iv) A VMP who is entitled to paid leave entitlements in accordance with Clause 8, who after one month of continuous service in any qualifying twelve monthly period lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the VMP, he/she shall be entitled to receive proportionate payment for the period of service subsequent to commencing duty or subsequent to the due date of his/her last period of recreation leave at the rate of salary to which the VMP is entitled under this Agreement in accordance with his/her projected weekly roster.

Provided that there is an obligation on the part of the employer, in consultation with the VMP concerned, to provide relief in order that he/she shall take such leave.

Provided further that the total number of weeks of recreation leave that a VMP may accumulate shall not exceed the recreation leave that the VMP is entitled to for two (2) leave years. Failure to take recreation leave in excess of the two (2) year entitlement, may, at the discretion of the employer, result in a VMP forfeiting his/her excess entitlement.

23.3 Parental Leave

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

(a) Definitions



For the purposes of this clause:

- (i) 'Child' means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of six months.
- (ii) For the purposes of this clause, 'continuous service' is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) 'Day of Placement' means in relation to the adoption of a child by an employee the earlier of the following days:
 - (1) The day on which the employee first takes custody of the child for adoption; or
 - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) 'Eligible casual employee' means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (v) 'Employee' includes full-time, part-time, permanent, fixed term and "eligible" casual employees.
- (vi) 'Expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vii) 'Keeping in touch day' means a day on which an employee performs work for the employer during the period of approved parental leave if:
 - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
 - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and



- (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (viii) 'Normal rate of pay' means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

- (1) the average of the hours worked by the employee over the preceding 12 months or;
- (2) the actual hours of work at the time of commencement of leave.
- (ix) 'Parental Leave' means adoption leave, maternity leave, special maternity leave and partner leave, as appropriate.
- (x) 'Personal Leave' for the purposes of this clause means absence due to personal illness or injury.
- (xi) 'Spouse' means a person who is married or a person who is in a significant relationship within the meaning of the Relationships Act 2003.

A 'significant relationship' is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
- (2) are not married to one another or related by family.
- (xii) 'Primary Care Giver' means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.
- (xiii) 'State Service' means an organisation listed in Schedule 1 of the State Service Act 2000.

(b) Entitlement

- (i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For the birth parent, maternity leave may be taken and for non-birth parents partner leave may be taken. Adoption leave may be taken in the case of adoption.
- (ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:



- (1) for maternity and partner leave an unbroken period of up to eight weeks at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
 - (2) for adoption leave an unbroken period of up to eight weeks at the time of placement of the child.
- (iii) Right to request
- (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
 - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;
 to assist the employee in reconciling work and parental responsibilities.
 - (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
 - (v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(c) Maternity leave

After twelve months continuous service an employee is entitled to 16 weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (b)(i).

- (i) The 16 weeks paid leave is to be taken at the commencement of the period of maternity leave and must be taken in a consecutive period except in circumstances provided for in Clause 23.5(d)(ii) of this Agreement.
- (ii) The rate of pay for an employee during the period of the paid absence is the normal rate of pay, as defined in Clause 23.3(a)(viii) of this Agreement.
- (iii) The employee may elect to take payment for the paid period of the absence,
 - (1) prior to the commencement of the leave or;



- (2) over 16 consecutive weeks at a consistent rate of pay or;
- (3) over 32 consecutive weeks at a consistent rate of pay
- (iv) Where an employee elects to take half pay over 32 weeks the payment beyond the 16 weeks does not increase the accrual of paid leave entitlements prescribed by this Agreement.
- (v) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
 - (2) at least four weeks' notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
 - (3) particulars of any period of partner leave sought or taken by the employee's spouse.
- (vi) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.
- (vii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (viii) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

(d) Special Maternity Leave

- (i) An employee who has not yet commenced maternity leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their return to work.
- (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
- (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is



entitled to up to 52 weeks parental leave, including 16 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Partner Leave

After twelve months continuous service an employee is entitled to 3 weeks paid partner leave which forms part of the 52 week entitlement provided in subclause (b)(i) to be taken at the time of the birth except in circumstances provided for in Clause 23.5 (d)(ii).

In addition, an employee will also be entitled to access a further 2 weeks from accrued leave entitlements (Recreation Leave, or Long Service Leave, or Public Holiday Leave) or as Leave Without Pay.

An employee is to provide to the employer at least ten weeks notice prior to each proposed period of partner leave, with:

- (i) A certificate from a registered medical practitioner which names the other parent, states that the other parent is pregnant and the expected date of birth, or states the date on which the birth took place; and
- (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) the proposed dates to start and finish the period of partner leave; and
 - (2) that the period of partner leave will be taken to become the primary care-giver of a child; and
 - (3) particulars of any period of parental leave sought or taken by the birth parent.

An employee is not in breach of subclause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected, or due to the death of the birth parent of the child, or other compelling circumstances.

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 16 weeks paid adoption leave, which forms part of the 52 week entitlement except in circumstances provided for in Clause 23.5(d)(ii) of this Agreement.
- (ii) After twelve months continuous service an employee who is a partner but not identified as the primary care giver is entitled to 3 weeks paid partner leave continuous from the day of placement except in circumstances provided for in Clause 23.5(d)(ii) of this Agreement.
- (iii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through



circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.

- (iv) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary caregiver of the child; and
 - (2) particulars of any period of adoption leave sought or taken by the employee's partner.
- (v) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (vi) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (vii) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a partner, or other compelling circumstances.
- (viii) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available, paid leave other than personal leave, may be taken instead.
- (ix) An employee is not entitled to paid Adoption Leave unless the child that is, or is to be, placed with the employee for adoption:
 - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
 - (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse or partner.

(g) Variation of Period of Parental Leave



With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(h) Parental Leave and Other Entitlements

- (i) An employee may, in lieu of or in conjunction with parental leave, access any accrued recreation leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.
 - (a) An employee may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave subject to the total amount of leave not exceeding 52 weeks.

(ii) Unpaid leave

- (1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
- (2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave and personal leave but does not break an employee's continuity of service.

(iii) Keeping in Touch Days

- (1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.
- (2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.
- (3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:
 - (A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and
 - (B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.
- (4) The period worked by the employee as a keeping in touch day may be for part of a single day.



- (5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.
- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(i) Transfer to a Safe Job

- (i) Where an employee is pregnant and, 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 is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.
- (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of salary for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of maternity leave or six weeks before the expected date of confinement, whichever is earlier.

(j) Returning to Work After a Period of Parental Leave

- (i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
- (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
 - (1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.



- (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(k) Right to Request

- (i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.
- (iii) An employee may return to work on a modified basis that may involve the employee:
 - (1) working on different days or at different times, or both; and/or
 - (2) working on fewer days or for fewer hours or both, and/or
 - (3) undertaking different duties at the same classification;than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (i) of this Parental Leave clause applied.

(l) Replacement Employees

- (i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.
- (ii) Prior to engagement, a replacement employee is to be informed of the fixedterm nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (g) and the right to request provisions of subclause (b)(iii).
- (iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(m) Communication During Parental Leave

- (i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:



- (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.
- (ii) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (m)(i) above.

(n) Lactation Breaks/Facilities

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace

23.4 Personal Leave

The provisions of subclauses (a) to (l) and (n) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (m).

(a) Definitions

- (i) 'Health Practitioner' means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.
- (ii) 'Household' in respect of an employee means any person or persons who usually reside with the employee.
- (iii) 'Immediate family' in respect of an employee includes:
 - (I) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the Relationships Act 2003.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and



- (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
- (iv) 'Medical Certificate' issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.
- (v) 'Personal Leave' means leave provided for:
- (1) personal illness or injury; or
- (2) to provide care or support for to a member of the employee's immediate family or household who is ill or injured; or
- (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (vi) 'Statutory Declaration' means a declaration made in writing according to the requirements of the Oaths Act 2001 (Tas). It is an offence under section 113 of the Criminal Code, as contained in Schedule 1 of the Criminal Code Act 1924 (Tas), to make a false statement in a Statutory Declaration.

(b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:
- (1) due to a personal illness or injury; or
- (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or
- (3) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care or support or who requires care due to an unexpected emergency; or
- (ii) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (iii) An employee is entitled to a maximum accrual of 152 hours in each personal leave year except as prescribed in subclause (c) of this clause. In the first year of service an



employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.

- (iv) An employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties).
- (v) Personal leave may be taken for part of a single day.

(c) Accumulation of personal leave

If the full period of personal leave as prescribed in subclause (b) (iii) of this clause is not taken in any personal leave year, the proportion that is not taken is cumulative from year to year without limitation.

(d) The effect of workers compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(e) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(f) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to a maximum of 152 hours personal leave, including accrued personal leave, each year to provide care or support for a member of their immediate family or household who is ill or injured or to provide care or support to a member of their immediate family or household due to an unexpected emergency, subject to the conditions set out in this clause.
- (ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(g) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave to provide care or support at the same time as another person who has taken leave to care or support for the same person.

(h) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

- (i) As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the



employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

The employee is to state:

- (1) the nature of the injury or illness and;
 - (2) the estimated duration of the absence.
- (ii) As far as practicable an employee taking personal leave to provide care or support for a member of their immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency is to provide the employer with:
- (1) notice prior to the absence of the intention to take leave; and
 - (2) the name of the person requiring care and their relationship to the employee; and
 - (3) the reasons for taking such leave; and
 - (4) the estimated length of absence.
- (iii) If it is not practicable for the employee to give prior notice of the absence, the employee is to notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(i) Evidence Supporting Claim

When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) The evidence the employee is required to provide is:
- (1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
 - (2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured; and that such illness or injury requires care or support by the employee;
 - (3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;



- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3), a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.
- (iii) An employee may take in aggregate up to 38 hours of personal leave in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive days, in which case the requirements of sub-clauses (ii) and (iii) apply.
- (iv) Other than an application for personal leave under sub-clause (iii), an application for personal leave that is not supported by the evidence required under subclause (i) and (ii) will not be accepted.

(j) Calculation of Personal Leave Year

- (i) A personal leave year for the purposes of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- (ii) For any period of leave without pay, including personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(k) Verification of Illness

- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.
- (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
- (iii) After considering the employee's response, the employer may:
 - (a) accept the employee's response as verifying the application; or
 - (b) counsel the employee regarding future applications; or
 - (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (i)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (d) direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and



place and with reasonable notice, for an assessment of the basis for the employee's application for leave.

- (iv) If the employee is aggrieved at the decision taken by the employer in subclause (iii) they may raise a grievance through the Grievance and Dispute Settling Procedure contained in this Agreement.

(l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care and support to a member of the employee's immediate family or household due to an unexpected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (h) and (i) are met.

(m) Casual Employees

Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to provide care or support to a member of the employee's immediate family or a member of the employee's household who is sick and requires care or support because of a personal illness or injury affecting the member, or who requires care due to an unexpected emergency.

(n) Personal Leave for Part-Time Employees

Part-time employees shall be entitled to the conditions prescribed by this Agreement, except where such conditions are in conflict with those set out below, in which case this subclause will apply.

Part-time employees who work in excess of 20 hours per week shall, in any one year, be entitled to the following personal leave entitlements:

20 hours to less than 30 hours per week | 14 hours pa

30 hours and above | 52 hours pa

23.5 Compassionate and Bereavement Leave

Compassionate and Bereavement Leave is available in accordance from the fppcoa the date of registration of this agreement.

(a) Purpose

Compassionate and bereavement leave is an entitlement to paid leave when a particular member of an employee's immediate family or household has a life threatening illness or injury and/or dies.



'Compassionate Leave' is available for an employee when a member of the employee's immediate family or household has a life threatening illness or injury and for whom the employee is providing care or support.

'Bereavement Leave' is available for an employee when a member of the employee's immediate family or household dies, to allow the employee to grieve and to attend to funeral and other arrangements due to the death.

(b) Definitions

- (i) 'Household' means any person or persons who usually reside with the employee.
- (ii) 'Immediate family' of an employee includes a:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the Relationships Act 2003.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
 - (3) The employer acknowledges that employees may have significant relationships outside of those specified in (iii) and (iv) of this subclause and therefore would consider an application for compassionate and/or bereavement leave in those circumstances. The amount of any compassionate and/or bereavement leave under this sub-clause is at the discretion of the employer.

- (iii) 'Personal Leave Year' is as specified in 23.4 Clause 3(j) of this Agreement.

(c) Entitlement

- (i) In the event of a life threatening illness, injury, or death of a particular member of the employee's immediate family or household, an employee is entitled to compassionate and bereavement leave of up to ten (10) days paid leave per personal leave year, per member of the employee's immediate family or household.
- (ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that person then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.



- (iii) Paid compassionate or bereavement leave in addition to sub-clauses (i) and (ii) is available at the discretion of the employer.
- (iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.
- (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.
- (vi) The entitlement of casual employees are set out in subclause (h).

(d) Relationship to Other Paid Leave

- (i) By written application to the employer, an employee who is absent on recreation leave who becomes entitled to compassionate or bereavement leave during that period of recreation leave, may be credited with an amount of recreation leave equivalent to the number of working days of compassionate or bereavement leave approved and taken during that period of recreation leave.
- (ii) By written application to the employer, an employee who is absent on parental leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave, may be taken to be on compassionate or bereavement leave for the approved period of compassionate or bereavement leave.
- (iii) Compassionate and bereavement leave is not available while an employee is absent from work due to paid leave for a reason other than that specified in subclause (i) or (ii).

(e) Rostered Days Off

This clause does not apply when an employee is absent from work due to a rostered day off.

(f) Evidence Requirements

An employee is to provide evidence that would satisfy a reasonable person to support an application for compassionate and/or bereavement leave according to this clause.

(g) Unpaid Compassionate or Bereavement Leave

An employee may take a period of unpaid compassionate and/or bereavement leave by agreement with the employer.

(h) Casual Employees

- (i) Subject to the evidence requirements in subclause (f) casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.



- (ii) The employer and the employee are to agree on the period for which the employee is to be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to five days per annum in the event of a life threatening illness or injury to a member of the employee's immediate family or household and/or upon the death of that particular member.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23.6 Conference and Professional Development Leave

A VMP who is entitled to paid leave entitlements in accordance with Clause 8, may be granted in any one calendar year up to two weeks on full pay in accordance with his/her projected weekly roster to attend approved conferences or professional development activities, where in the opinion of the employer attendance at such conferences or professional development activities is essential to the maintenance of the VMP's professional competence.

Provided that a VMP shall be able to accumulate leave under this provision for a period of two years only. Further leave entitlements shall not be available until such time as the VMP has used his/her accumulated entitlements.

Provided further that except as provided elsewhere, payment shall not be made or accepted in lieu of conference or professional development leave.

23.7 Sabbatical Leave

- (i) For every five completed years of continuous service with the employer, a VMP who is entitled to paid sabbatical leave in accordance with Clause 8, shall be entitled to apply for a period of 13 weeks sabbatical leave which shall be paid in accordance with the VMP's hours as allocated under Clause 16 – Hours of Employment, and may be taken in minimum period of two weeks.
Provided that in exceptional circumstances the period of sabbatical may be approved for periods of less than two weeks by the employer.
- (ii) In special circumstances the employer may allow a VMP to accumulate sabbatical leave entitlements over two five year periods. However, the VMP must apply to the employer during the first five year period for approval to accumulate sabbatical leave entitlements for two five year terms.
- (iii) The VMP shall submit to the employer for approval an acceptable program of study to be carried out during such period of leave. Such program shall be submitted not less than 6 months prior to the requested date of such leave, unless otherwise agreed.
- (iv) Where the employer does not approve a program as being acceptable for sabbatical leave, the VMP may appeal the decision to the Review Committee. The decision of the Review Committee shall be final and binding on both.

23.8 Committee Leave



Where a VMP is appointed to an appropriate national or international professional organisation, he/she may be granted leave of absence by the employer to attend meetings of such organisations where the attendance is seen to be of benefit to the public health system. Such leave shall be paid in accordance with the VMP's normal allocated hours.

23.9 Long Service Leave

Long Service Leave shall accrue in accordance with the *Long Service Leave (State Employees) Act 1994*

24 HOLIDAYS WITH PAY (PUBLIC HOLIDAYS)

24.1 A VMP shall be entitled to absent himself or herself from his or her agreed weekly and/or daily hours on full pay on public holidays with pay unless the hospital has given reasonable notice that it requires the VMP to render services on that day.

24.2 Where the VMP renders medical and/or surgical services on a public holiday he or she shall be remunerated at his or her ordinary hourly rate for the actual time worked plus a loading of 100 per cent.

Provided that no VMP shall receive in the aggregate more than the equivalent of double time of his/her ordinary rate.

24.3 For the purposes of this Agreement the following are designated as public holidays:

- (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day, Hobart Regatta Day (south of Oatlands, including 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.
- (ii) 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.

25 KILOMETRE ALLOWANCE

25.1 Private Vehicle Use

- (i) Required User

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

Annual Kilometres Travelled
on Duty in a Financial Year

Cents per Kilometre



	<u>Rate 1</u> <u>2 Litres and Above</u>	<u>Rate 2</u> <u>Less than 2 Litres</u>
First 10,000 kilometres	80.24 (100%)	69.01 (86%)
Any additional kilometres	42.53 (53%)	36.91 (46%)

PROVIDED that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing is to be given, and the notice period is to be specified to end on 30 June.

(ii) Occasional User

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

<u>Annual Kilometres Travelled</u> <u>on Duty in a Financial Year</u>	<u>Rate 3</u> <u>2 Litres and Above</u>	<u>Rate 4</u> <u>Less than 2 Litres</u>
First 10,000 kilometres	53.50 (100%)	46.01 (86%)
Any additional kilometres	28.35 (53%)	24.61 (46%)

(iii) For the purposes of subclauses (i) and (ii) of this clause, the rates specified therein are to apply as follows:

RATES 1 and 3 Apply to motor vehicles generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines.

RATES 2 and 4 Apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.

(iv) The rates specified in subclauses (i) and (ii) of this clause, are not to be varied as a consequence of National Wage Case decisions. The rates are to be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, 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 are to 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 subclauses (i) and (ii) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (v) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.
- (vi) In addition the following allowances are to be paid to employees:
 - (1) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - \$9.90 per month.
 - (2) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
 - (3) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
 - (4) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.
- (vii) Where an employee is required to provide a private motor vehicle in accordance with subclause (i) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee is to be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (viii) Where a part-time employee is eligible for any payment under subclause (vii) of this clause, such allowance is to be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (ix) Unless otherwise directed by the employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.
- (x) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (i) and (ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

26 UNIFORM AND LAUNDRY



A VMP shall be provided, on request, with sufficient suitable and serviceable uniforms, free of charge, which shall be laundered at the expense of and shall remain the property of the employer.

27 INSTRUMENTS AND EQUIPMENT

The employer shall in consultation with the VMP concerned, supply appropriate instruments, equipment and materials necessary to meet current acceptable clinical standards.

28 ADEQUATE FACILITIES

The employer shall be responsible for the provision of necessary ancillary, medical, nursing and clerical assistance in respect of hospital patients.

29 LEGACY ALLOWANCE

29.1 The VMPs specifically named in Schedule 6 are to be paid an allowance equivalent to 35% of the hourly rate of pay in accordance with clause 8.2 of this agreement.

30 TERMINATION OF EMPLOYMENT

- 30.1 Employment shall be terminated by three months' given by either party or by the payment of forfeiture of three months remuneration as the case may be.
- 30.2 This shall not affect the right of the employer to dismiss a VMP for serious misconduct or serious neglect of duty, in which case salary shall be paid up to the time of dismissal only.
- 30.3 Employment shall be terminated where a VMP fails to have their registration under the *Health Practitioner Regulation National Law (Tasmania) Act 2010 (Tas)* renewed or has their registration or clinical privileges withdrawn

31 RIGHT OF APPEAL – REVIEW COMMITTEE

31.1 The Review Committee will comprise an independent chairperson, a medically qualified representative of the Tasmanian Health Service, and a representative of the Association. The purpose of the review committee is to review disputes relating to VMP classification (except progression to VMS Level 4 as detailed in Schedule 3), allocation of leave or such issues relating to this agreement, where the Grievances and Dispute Settling Procedure has been unsuccessful

31.2 The decision of the Review Committee shall be final

32 JOINT CONSULTATIVE COMMITTEE

The parties agree to establish a Joint Consultative Committee consisting of representatives from the Association, VMPs engaged under this Agreement and health management. The purpose of this committee will be established in accordance with Schedule 4 of this Agreement



33 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 33.1 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 disputation and to avoid interruption of the performance of work and the consequential loss of wages and service to hospital patients.
- 33.2 Where a VMP believes he or she is aggrieved he or she may with or without an Association representative, attempt to resolve the grievance or dispute with their immediate supervisor. This step shall where practicable take place within 7 days.
- 33.3 Should discussions fail to resolve the grievance/dispute, the issue(s) may be referred to the Association and to management representatives.
- 33.4 If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation/arbitration and settlement in accordance with the provisions of Section 29 of the *Industrial Relations Act 1984*.
- 33.5 However, in the case of a grievance or dispute relating to a clinical or professional matter it shall be referred to the Review Committee as defined in Clause 7 of this Agreement for determination, whose decision for the purpose of this Agreement shall be final.
- 33.6 Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- 33.7 However, where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where a VMP's safety is at risk.

34 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:.....

Name:

Date:

SIGNED FOR AND ON BEHALF OF

Tasmanian Salaried Medical Practitioners Society

Signed:.....

Name:

Date:



Schedule I – Salaries

VMPs can elect to receive salary with paid leave entitlement or elect to receive salary without paid leave entitlements. The following table details the salary for each level on an annual and hourly basis and salary with or without paid leave entitlements as per the election of the employee.

Classification	Description	Current Annual Salary	Current Hourly Rate	2.3% increase ffppcooa 1 July 2020 – Annual Salary	2.3% increase ffppcooa 1 July 2020 – Hourly Rate	2.3% increase ffppcooa 1 July 2021 – Annual Salary	2.3% increase ffppcooa 1 July 2021 – Hourly Rate	2.35% increase ffppcooa 1 July 2022 – Annual Salary	2.35% increase ffppcooa 1 July 2022 – Hourly Rate
<i>VMPs who elect to receive unpaid leave entitlements (Rolled Up Rate (RUR))</i>									
VP01	VMO Level 1 (RUR)	\$275,260	\$139.30	\$281,591	\$142.51	\$288,068	\$145.79	\$294,838	\$149.21
VP02	VMO Level 2 (RUR)	\$310,760	\$157.27	\$317,907	\$160.89	\$325,219	\$164.59	\$332,862	\$168.45
VS01	VMS Level 1 (RUR)	\$345,887	\$175.04	\$353,842	\$179.07	\$361,980	\$183.19	\$370,487	\$187.50
VS02	VMS Level 2 (RUR)	\$377,809	\$191.20	\$386,499	\$195.60	\$395,388	\$200.10	\$404,680	\$204.80
VS03	VMS Level 3 (RUR)	\$394,280	\$199.53	\$403,348	\$204.12	\$412,625	\$208.82	\$422,322	\$213.72
VS04	VMS Level 4 (RUR)	\$415,770	\$210.41	\$425,333	\$215.25	\$435,116	\$220.20	\$445,341	\$225.38
<i>VMPs who elect to receive paid leave entitlements</i>									
WP01	VMO Level 1	\$237,274	\$120.08	\$242,731	\$122.83	\$248,314	\$125.66	\$254,149	\$128.61
WP02	VMO Level 2	\$266,663	\$134.95	\$272,796	\$138.06	\$279,070	\$141.23	\$285,628	\$144.55
WS01	VMS Level 1	\$298,237	\$150.93	\$305,096	\$154.40	\$312,113	\$157.96	\$319,448	\$161.67
WS02	VMS Level 2	\$325,420	\$164.69	\$332,905	\$168.48	\$340,562	\$172.35	\$348,565	\$176.40
WS03	VMS Level 3	\$338,733	\$171.42	\$346,524	\$175.37	\$354,494	\$179.40	\$362,825	\$183.62
WS04	VMS Level 4	\$358,433	\$181.39	\$366,677	\$185.57	\$375,111	\$189.83	\$383,926	\$194.30



Schedule 2 – Salary Sacrifice, Salary Packaging, and Salary Aggregation

1. Salary Sacrifice

- a) An employee covered by this Agreement may elect to sacrifice a proportion of their Agreement salary 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
- b) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee
- c) 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
- d) Salary sacrifice agreement 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

- a) An employee covered by this Agreement who is employed in a Public Hospital as defined by the Australian Taxation Office may elect, up to the amount allowed under relevant legislation, to take a proportion of their Agreement salary in a form selected from a list of options offered by the employer
- b) 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
- c) 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
- d) 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.
- e) Where the employee ceases to be employed by the employer in a Public Hospital as defined by the Australian Taxation Office the salary packaging arrangement will cease to apply as at the date of cessation

3. Salary Aggregation

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



Schedule 3 – Guidelines for Progression to VMS Level 4

1. Preamble

The process of review using criteria in this schedule shall only be implemented if there is disagreement with the recommendation for advancement by the Secretary of the Department of Health in accordance with the definition of a Level 4 VMS.

The Professional Review Panel (PRP) is constituted to determine if a specialist satisfies the criteria of excellence for the Level 4 Visiting Medical Specialist classification.

2. Assessment Process

- b) The Director of Medical Services (DMS) is to assess applications against the classification definitions and professional and performance criteria only, and to ensure that all aspects of the assessment criteria are met. Provided such definitions and professional performance criteria are met, the DMS will recommend that the VMS progresses to Level 4.
- c) Where information provided by a VMS is insufficient to adequately assess an application, the DMS should request the VMS to provide additional information. Such a request should be as specific as possible as to the information required.
- d) It should be noted that only information which specifically relates to the assessment criteria may be sought.
- e) The DMS may, with the applicant's written approval, clarify information contained in the application with the VMS' Medical Director
- f) Where the additional information does not adequately substantiate a VMS' ability in regard to the professional and performance criteria, the DMS may recommend against appointment to the Level 4 classification
- g) A VMS who is unsuccessful in their application for appointment as a Visiting Medical Specialist Level 4, may appeal the decision to the Professional Review Panel (PRP) as defined in this Schedule.
- h) The above processes shall be completed in a timely

3. Documentation

- i) The DMS shall advise the Head of Agency in writing of their recommendation. Where it is recommended that a VMS not be progressed to the Level 4 classification, reasons for the decision should be made in as much detail as possible
- j) Where an application by a VMS is unsuccessful they shall be provided with a copy of the reasons why their application failed

4. Internal Review Process

Where there is a dispute from the outcome of the decision, the PRP shall be convened to consider the application again, and seek appropriate advice and information to provide a recommendation to the Head of Agency. An unsuccessful application shall not prevent the VMS from making further application at a later date. The PRP shall consist of:



- 1 medically qualified representative of the Department of Health with qualifications in a related specialty to the applicant
- 2 medically qualified representatives of the Association
- Chief People Officer, Department of Health

The PRP shall review all relevant information and with written permission, seek additional information as required to provide the Head of Agency a recommendation.

5. External Review Process

Where an application for progression to VMS Level 4 remains unresolved, a VMS is entitled to make application to the Tasmanian Industrial Commission.

6. Assessment Criteria

In order to be eligible for appointment as a Visiting Medical Specialist Level 4, an employee must meet both the Level 4 definition, as contained in this Agreement and the professional and performance criteria as agreed between the Association and the Employer:

a) Professional and Performance Criteria

In addition to the classification criteria prescribed in Clause 10.1(ii)(d), a VMS must substantiate their ability to meet the professional and performance criteria as detailed below:

- (i) Audit
- (ii) Continuing Medical Education
- (iii) Involvement in Quality Assurance and Continuous Quality Improvement
- (iv) Experience within the public hospital system, including:
 - a. Involvement in meetings within the hospitals together with seminars, lectures and tutorials;
 - b. Involvement in morbidity and mortality;
 - c. Participation in the management of clinical issues relating to hospital policies and procedures, for example, infection control, drug and therapeutics, theatre management, discharge planning, case mix implementation etc.
- (v) Experience outside the public hospital system:
 - a. Involvement in private hospital meetings, seminars, lectures and tutorials, or other relevant sources
 - b. Involvement in College or Society CME events at international, national or state level
- (vi) Teaching and/or Research
 - a. Applicants should provide details of research and/or teaching which may be relevant to a component of their duties as a Visiting Medical Specialist
 - b. If teaching and/or research is performed outside the public hospital system provide details
 - c. In the context of this section, teaching may include performing lectures, tutorials and group or individual tuition involving medical staff, nurses, health professionals and other hospital staff
- (vii) Meetings



- a. Applicants should demonstrate that they have been actively involved with relevant hospital, college and specialist society group activities as well as with peak professional groups, e.g. the Association
- (viii) General
- a. Applicants are encouraged to provide details of activities inside and outside the public hospital system. Details of their involvement in the life of the public hospital in which their services are contracted are particularly important
 - b. The PRP will also consider the applicant's leadership skills and ability to work within the framework of a hospital team
 - c. Failure to provide sufficient detail in your application addressing the criteria will result in it being unsuccessful



Schedule 4 – Joint Consultative Committee

1. Purpose

The Visiting Medical Practitioners Joint Consultative Committee (JCC) will be a strategically focussed group. Its main purpose is enable consultation and discussion about issues concerning the interpretation and consistent implementation of the VMP Agreement on a statewide basis and assist with the resolution of matters relating to interpretation of this Agreement and other issues affecting the provision of services in Tasmania by VMPs.

2. Operating Guidelines

- a) Issues discussed should be of concern to the DOH or the Association. The meeting will provide a forum for the Association to be advised of the current status of initiatives
- b) Members of the JCC may establish a sub-committee to consult on specific industrial issues or projects

3. Meeting Frequency

Quarterly or as and when required

4. Membership

- a) Medical management representative of the Employer
- b) Association representative from the Employer
- c) Secretary of the Department of Health or his/her representative
- d) Executive support (Association CEO)
- e) Representation may vary according to agenda items
- f) Chair

5. Agenda

- a) Attendance (members present and apologies)
- b) Acceptance of minutes from previous meeting
- c) Business arising from the minutes (review of actions from previous meetings)
- d) Project report(s) and updates
- e) General business – notice provided (covers matters for which at least one weeks' notice has been provided along with position paper)
- f) Other/new business – no notice (matters raised for discussion at the meeting)
- g) Next meeting (date and time)
- h) Minutes to be distributed within 10 working days of the date of the meeting



Schedule 5 – Market Allowance

Application of market allowance

- a) A Market Allowance will only be approved in exceptional circumstances where it can be clearly demonstrated the total salary and conditions package associated with the classification for the specific duties are not sufficient to attract and retain suitable visiting medical specialists.
- b) Where payment of a Market Allowance is considered essential for a specific group and/or employee undertaking specialist duties, the approval of the Head of the State Service is required.
- c) The submission to the Head of the State Service (or delegate) must demonstrate genuine difficulty in attracting suitably qualified visiting medical specialists to or retaining suitable qualified specialists within the State Service to undertake the visiting medical specialist duties on a group and/or individual basis after documenting the following:
 - (i) Actions taken to attract applicants or retain employees or history associated with recruitment problems relevant to the relevant specialist group or individual;
 - (ii) Identification of highly specialised skills; and/or skills scarcity and critical nature of the specialist duties and responsibilities and impact;
 - (iii) Evidence of market rates for the particular role(s) including relevant inter-jurisdictional information; and justification for the proposed market allowance quantum; and
 - (iv) Period for which the Market Allowance will apply and a review date

