

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s23 application for award or variation of award

Minister administering the State Service Act 2000

(T15140 of 2025)

PRESIDENT D BARCLAY

HOBART, 23 SEPTEMBER 2025

Award variation – meal and travel allowances – kilometreage allowances – district allowances – consent application – consent order issued – operative date from the first full pay period commencing on or after 1 July 2024

ORDER BY CONSENT-

MEDICAL PRACTITIONERS (TASMANIAN STATE SERVICE) AWARD

No. 1 of 2025

(Consolidated)

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF AWARD

CLAUSE 4 - DATE OF OPERATION

CLAUSE 6 – SUPERSESSION AND SAVINGS

IN PART IV – ALLOWANCES

CLAUSE 20 –MEAL ALLOWANCES

CLAUSE 21– TRAVEL ALLOWANCES

PART I – APPLICATION AND OPERATION OF THE AWARD

1. TITLE

- a. This award shall be known as the "Medical Practitioners (Tasmanian State Service) Award".

2. ARRANGEMENT

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3.SCOPE

- a. This award applies to all persons employed under the *State Service Act 2000*, who are Medical Practitioners and occupy a position covered by this award. No other award of the Tasmanian Industrial Commission shall apply to employees falling within the scope of this award.

4.DATE OF OPERATION

- a. The variations to this Award in Part IV clause 20, Part IV clause 21(b) are to be operative from the first full pay period commencing on or after 1 July 2024.
- b. The variations to this Award Part IV, clause 21(m) are to be operative from the first full pay period commencing on or after 17 September 2025.

5. AWARD INTEREST

- a. The following employee organisations have an interest in this award pursuant to section 63(10) of the *Industrial Relations Act 1984*:
 - (i) Tasmanian Salaried Medical Practitioners' Society; and
 - (ii) The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.
- b. The Employer deemed to be an Employer organisation having an interest in this award pursuant to section 62(4) of the *Industrial Relations Act 1984*: The Minister administering the *State Service Act 2000*.

6. SUPERSESION AND SAVINGS

- a. This award incorporates and supersedes the Medical Practitioners (Public Sector) Award No. 1 of 2024 (Consolidated).
- b. Employees who, prior to the first full pay period on or after the date of effect of this Award, are in receipt of salary or wage rate in excess of those herein prescribed shall not have their salary or wage reduced as a result of the consolidation of this award.

7. DEFINITIONS

'Approved Superannuation Fund' means a legally approved Superannuation Plan or Fund.

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

'Employer' means the Minister administering the *State Service Act 2000*.

'Head of Agency' means:

- the Secretary of the Department of Health and Human Services for employees engaged in duties for the Department of Health and Human Services and his/her delegated representative within the meaning of the *State Service Act 2000*, or
- the Chief Executive Officer for the Tasmanian Health Service for employees engaged in duties for the Tasmanian Health Service and his/her delegated representative within the meaning of the *State Service Act 2000*,

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

'Years of experience' (for the purposes of Specialist Medical Practitioner classification progression) means one calendar year from either the date of Fellowship by a recognised Australian college OR, for a specialist with Overseas Fellowship, from first date of employment as a Specialist Medical Practitioner in Australia. For initial appointment of a Specialist with Overseas Fellowship, the level the Specialist Medical Practitioner is appointed to will be in accordance with an evaluation process as determined by the Employer.

8. EMPLOYMENT CATEGORIES

In this award, unless the contrary intention appears:

'Permanent full-time employee' means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

'Permanent part-time employee' means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

'Fixed term full-time employee' means a person who is appointed to work the full ordinary hours of work each week (as defined) and is engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

'Fixed term part-time employee' means a person who is appointed to work hours that are less in number than a full-time employee and is engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

'Fixed term casual employee' means a person engaged for a specified term in accordance with section 37(3)(b) of the *State Service Act 2000*. A person employed as a fixed term casual employee is engaged on an as and when required basis either on a shift-by-shift basis or for a series of engagements within a period not exceeding one month. Offered engagement(s) may be accepted or rejected on each and every occasion. While able to be engaged for a shift or shifts on a roster, a casual employee is precluded from being placed on a regular employment roster. A casual employee is paid a loading of 25% in addition to the base salary rate in lieu of paid leave entitlements and holidays with pay as prescribed by Part VII – Leave and Holidays with Pay of this award.

9. CONTRACT OF EMPLOYMENT

a. Employment

- (i) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.
- (ii) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.

b. Notice of termination by Employee and Employer

- (i) Employment shall be terminated by no less than four weeks and up to twelve weeks' notice given by the employee or the Employer. The notice period may be paid out at the discretion of the Employer by the payment of four (4) weeks' pay inclusive of all permanent allowances specified in Part II – Salaries and Related Matters of this Award on a pro rata basis unless otherwise specified elsewhere in this Award. This provision shall not diminish the right of the Employer to dismiss an employee for serious misconduct or neglect of duty, in which case wages shall be paid up to the time of dismissal only.

c. Summary Dismissal

- (i) The Employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances the normal salary rate, allowances, penalty payments and accrued entitlements are to be paid up to the time of dismissal only.

d. Casual Employees – Minimum Hours

- (i) A casual employee is to be given a minimum of two hours work or pay on each occasion they are required to attend work unless otherwise mutually agreed by the employee, Employer and relevant employee organisation.

e. Transfer of Medical Practitioners in Training

- (i) 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 the Australian Medical Council or Specialist Medical Colleges.

10. ABANDONMENT OF EMPLOYMENT

- a. An employee who is absent from work without justifiable cause for more than 14 days without notifying the Employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

11. WORK, HEALTH AND SAFETY

- a. For the mutual benefit of the parties the Employer and employees are required to acknowledge, commit to, and assume responsibility for maintaining a safe and healthy work environment in accordance with applicable legislation.
- b. The Employer and employees will aim to achieve best practice in preventing and minimising workplace injuries, illnesses and absences from work in order to:
 - (i) Improve workplace health and safety performance;
 - (ii) Improve return to work performance; and
 - (iii) Minimise human and workplace costs of injury or illness.
- c. Extended absence from the workplace through illness or injury
 - (i) Subject to any specific medical advice and consistent with employee well-being, a manager or an appropriate person nominated for this purpose, is to maintain regular contact with an employee who is absent from work for any period exceeding five working days due to personal injury, illness or workers' compensation.
 - (ii) The role of the designated person is to provide appropriate support, advice and assistance to the employee to enable their return to work at the earliest opportunity and if need be, offer advice as to entitlements and any impending workplace changes.
 - (iii) This sub-clause is part of a positive workplace culture in assisting the employee's return to the workplace.

- (iv) Without limiting the Employer's obligations, where an employee indicates the contact is counterproductive the manager is to cease this approach.

PART II – SALARIES AND RELATED MATTERS

12. CALCULATION FOR THE PAYMENT OF SALARY

a. Calculation of Fortnightly Salary

- (i) The formula to be used in calculating an employee's fortnightly salary is:

Annual salary divided by the number of working days in a 'relevant financial year' multiplied by 10

'Annual Salary' means the salary given under this Part.

'Working Days in Relevant Financial Year' means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261 or 262 in accordance with the actual calendar for that financial year.

The formula is consistent with the provisions of the *Financial Management and Audit Regulations 2013*.

b. Calculation of Hourly Rate for Part-time Employees

- (i) Subject to subclause (a) of this clause, the hourly rate of pay to be paid to a part-time employee is to be calculated as 1/76 or 1/80 (as appropriate) of the salary calculated above.

c. Calculation of Hourly Rate for Casual Employees

- (i) Subject to sub-clause (a) of this clause, the hourly rate of pay to be paid to a casual employee is to be calculated is 1/76 or 1/80 (as appropriate) of the salary calculated above.
- (ii) Further a casual employee is to be paid shift allowances calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the new rate of pay; and
- (iii) A casual employee is to be paid Excess Time penalty rates calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the penalty rate of pay; and
- (iv) A casual employee engaged to work on a Holiday with Pay is to be paid the penalty rate for the normal salary rate for work on

that day or part day, with the casual loading component then added to the penalty rate of pay.

d. Casual Loading

- (i) The casual loading for employees is 25%.

e. Fixed Term and Part-time Employees

- (i) Part-time employees shall be paid the proportion that the hours worked bear to the normal weekly hours prescribed for an equivalent full-time employee.
- (ii) Provided that a fixed term employee's terms of engagement shall be by the hour with a minimum payment of three hours for each day worked.

13. PAYMENT OF SALARY

- a. Wages, including Excess Time and Overtime, are to be paid during working hours, at intervals of not more than two weeks and not later than Thursday.
- b. When a holiday with pay, as prescribed in Part VII – Leave and Holidays with Pay, falls on a normal pay day wages are to be paid on the last working day prior to the holiday with pay.
- c. Payment is to be by direct deposit into a credit institution nominated by the employee.
- d. The present pay day and time of payment, or method of payment are not to be varied, except after consultation with the appropriate employee organisation concerned and an agreed phasing-in period.
- e. Pay Advice
 - (i) On or prior to pay day the Employer is to provide to the employee, particulars in writing, setting out full details of the wages to which the employee is entitled to, the statement is to at least include the following information:
 - (1) date of payment;
 - (2) period covered by payment;
 - (3) the total amount of wages;

- (4) the amount of wages at ordinary rate, including the hourly rate;
 - (5) the amount of wages paid as Excess Time, at the appropriate rate;
 - (6) the amount paid as shift or other allowances, with sufficient information to allow the employee to identify each payment;
 - (7) any payment for any period of approved leave, workers compensation, back pay or any other payment not usually included in the employee's wages, in sufficient detail so as to inform an employee how each amount has been calculated;
 - (8) the employee's classification;
 - (9) the amount deducted for taxation purposes;
 - (10) the amount of any other deduction listed individually and identified;
 - (11) the net amount of wages.
- (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.

f. Waiting Time Payments

- (i) 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 employee's normal pay day, due to any action or default of the Employer, is to be paid waiting time at the rate of time and one half for all time kept so waiting for their pay, irrespective of whether the employee waits at their normal place of employment.

PROVIDED that where the employee's wages are paid within the first 15 minutes after the usual time of ceasing work, a minimum payment of 15 minutes is to be made in accordance with this provision.

PROVIDED further such payment at the rate of time and one half is to 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.

- (ii) Subject to subclause (d)(iii) the provisions of subclause (d)(i) do not apply in circumstances whereby payment of wages is not made on pay day but the Employer and employee agree to an alternative arrangement for payment.
- (iii) Should, the Employer fail to make payment in accordance with the terms of the alternatively agreed arrangement as provided for in subclause (d)(ii), the employee is deemed to have been kept waiting for payment since pay day and is entitled to payments in accordance with subclause (d)(i) until such time as payment is affected.
- (iv) Allowances prescribed by any award, other than allowances linked to the employee undertaking additional responsibilities are not to be taken into account in the calculation of waiting time rates prescribed in subclause (d)(i).
- (v) No employee is to receive in the aggregate more than Excess Time rates for each hour the employee is kept so waiting, whether that employee is at work or not.
- (vi) Waiting Time Payments Not Payable
 - (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 Employer is not to be provided with waiting time payments as prescribed in subclause (d) of this clause.
 - (2) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer is to do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the employee's pay will be delayed.

g. Payment on Termination of Employment

- (i) Where employment is terminated, all wages due are, where practicable, to be paid to the employee on the day of termination.
- (ii) If payment on the day of termination is not practicable, the Employer is to, 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 Employer and the employee.

- (iii) Part 2 (State Service Salaries) of the *Financial Management and Audit Regulations* 2013 provides for the payment of salary after death.

14. SALARIES AND SALARY PROGRESSION

a. Progression

- (i) Accredited Registrars will progress up a level within the classification in each subsequent year that the Medical Practitioner progresses through a training program, by successfully passing annual assessments as required by the relevant college up to Level 8.

An Accredited Registrar will be eligible for progression from Level 8 to Level 9 on completion of 12 months' work at Level 8 and successful completion of all primary examination (or equivalent) requirements for the relevant college training program.

- (ii) A Specialist (not including Senior Specialist) will automatically advance annually to the next classification year of experience level of this award on the specialist's fellowship anniversary date or, in the case of an overseas trained specialist, the specialist's appointment anniversary date consistent with the levels expressed in this subclause.
- (iii) A Senior Specialist will automatically advance based on years of experience.
- (iv) All other Medical Practitioners will progress a level for each subsequent year of service up to the maximum incremental point of their classification level.

b. Salaries

- (i) The salaries specified below are payable to employees according to the classification from the first full pay period on or after 1 July 2017:

Classification	01-Jul- 2016
Medical Practitioner Level 1 (Intern)	\$66,259
Medical Practitioner Level 2 (Resident yr 1)	\$70,009
Medical Practitioner Level 3 (Resident yr 2)	\$73,048
Medical Practitioner Level 4 (Resident yr 3)	\$78,921

Medical Practitioner Level 5 (Senior Resident yr 1)	\$86,168
Medical Practitioner Level 6 (Senior Resident yr 2)	\$91,460
Medical Practitioner Level 7 (Senior Resident yr 3)	\$97,289
Medical Practitioner Level 8 (Senior Resident yr 4)	\$102,281
Medical Practitioner Level 5 (Registrar yr 1)	\$86,168
Medical Practitioner Level 6 (Registrar yr 2)	\$91,460
Medical Practitioner Level 7 (Registrar yr 3)	\$97,289
Medical Practitioner Level 8 (Registrar yr 4)	\$102,281
Medical Practitioner Level 9 (Registrar yr 5)	\$108,417
Medical Practitioner Level 10 (Senior Registrar)	\$114,660
Medical Practitioner Level 11 (Senior Registrar)	\$121,928
Medical Practitioner Level 11 (Senior Registrar – dual fellowship)	\$121,928
Medical Practitioner Level 12 (Senior Registrar – dual fellowship)	\$131,458
Medical Practitioner Level 13 (Senior Registrar – dual fellowship)	\$140,986
Medical Practitioner Level 10 (Career Medical Officer)	\$114,660
Medical Practitioner Level 11 (Career Medical Officer)	\$121,928
Medical Practitioner Level 12 (Career Medical Officer)	\$131,458
Medical Practitioner Level 13 (Career Medical Officer)	\$140,986
Specialist Medical Practitioner Level 1	\$143,404
Specialist Medical Practitioner Level 2	\$149,139
Specialist Medical Practitioner Level 3	\$154,876
Specialist Medical Practitioner Level 4	\$160,611
Specialist Medical Practitioner Level 5	\$166,349
Specialist Medical Practitioner Level 6	\$172,084
Specialist Medical Practitioner Level 7	\$177,821
Specialist Medical Practitioner Level 8	\$183,555
Specialist Medical Practitioner Level 9	\$189,293
Specialist Medical Practitioner Level 10	\$195,027
Specialist Medical Practitioner Level 11	\$200,765
Senior Specialist Medical Practitioner Level 1	\$206,501
Senior Specialist Medical Practitioner Level 2	\$212,238
Senior Specialist Medical Practitioner Level 3	\$217,974

15. SUPERANNUATION

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.

“employee’s fund” means the default fund or another complying superannuation scheme if the employee has so elected in writing.

- a. Superannuation arrangements for employees are prescribed in:
 - (i) the Public Sector Superannuation Reform Act 2016 (PSSR Act); and
 - (ii) any regulations made for the purposes of the PSSR Act.
- b. An employee is to be a member of the default fund, unless the employee elects in writing to their employer to become a member of another complying superannuation scheme.
- c. An employee who had existing superannuation arrangements in place prior to the commencement of this award continues to be subject to those arrangements.
- d. 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.

(i) **Accumulation Scheme Members**

- (1) For all periods of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee’s fund, 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 by Part VII, Clause 40(a)(x).

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 a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 40 Parental leave, subclause (c) Paid Primary Caregiver Leave, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee’s fund, 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 by Part VII, Clause 40(a)(x).

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) After a continuous period of four weeks personal leave without pay and for the remainder of that employee's continuous period of personal leave without pay, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

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

EmpCont – Additional Employer Superannuation Contribution

NSR – Normal salary rate for the employee as defined in by Part I – Application and Operation of the Award, Clause 7 Definitions.

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

- (4) 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 employee's fund, 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 all periods of:

(a) unpaid parental leave during which 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; and

(b) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VII – Leave and Holidays with Pay, Clause 40 Parental leave, subclause (c) Paid Primary Caregiver Leave,

the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

$$\text{EmpCont} = \left[\frac{\text{NRP}}{26} - \text{AS} \right] \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined in by Part VII, Clause 40(a)(x).

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) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee 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:

$$\text{EmpCont} = \left(\frac{\text{NSR}}{26} \right) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NSR – Normal salary rate for the employee as defined by Part VII, Clause 40(a)(x).

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 and the employee elects not to pay their own contributions to the Scheme, 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 employee's fund, 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

e. Salary Sacrifice

- (i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the Public Sector Superannuation Reform Act 2016, or non-salary (excluding novated lease of vehicles) and superannuation benefits, subject to compliance with any Tasmanian or Commonwealth government directive or legislation;
- (ii) Any Fringe Benefit Tax or Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee;
- (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist;

- (iv) Salary sacrifice agreements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw at any time.

16. SALARY PACKAGING

- a. An employee who is employed to work in a public hospital or public ambulance service, as defined by the Australian Taxation Office, may elect, up to the amount allowed under relevant legislation, to take a proportion of their award 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 calculated as if the salary packaging arrangement did not exist.
- d. Salary packaging arrangements will be annual and based on the Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw from a salary packaging arrangement at any time.
- e. Where an employee ceases to be employed in a public hospital or public ambulance service, as defined by the Australian Taxation Office, any salary packaging arrangements will cease to apply from the date of cessation of employment.

17. SALARY AGGREGATION

- a. An employee may elect to aggregate a proportion of their salary, on call, call back and other remuneration.

18. ALLOWANCES AND PENALTY RATE CALCULATION

- a. The following allowances in this clause will be considered as salary for the purposes of calculating penalty rates:
 - (i) Additional Responsibility Allowance (Medical Practitioners Level 1-13)
 - (ii) Management Allowance
 - (iii) Qualification Allowance

PART III – CLASSIFICATION AND RELATED MATTERS

19. CLASSIFICATIONS

- a. A position falling within the scope of this award shall have assigned to it a classification level determined in accordance with the following definitions.

'Medical Practitioner Level 1 (Intern)' is a medical practitioner who holds conditional registration under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas) and is employed in a position normally occupied by an Intern.

'Medical Practitioner Levels 2-4 (Resident)' is a medical practitioner who holds general or unconditional registration, or conditional registration for special purposes, under the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas). The entry point of the medical practitioner is determined by post graduate experience in a hospital recognised for teaching by the Australian Medical Council

'Medical Practitioner Levels 5 – 8 (Senior Resident)' is a medical practitioner who holds general or unconditional registration, or conditional registration for special purposes, under the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas) and has had a minimum of 4 years' relevant post graduate experience. Medical Practitioners will be appointed as a Medical Practitioner (Senior Resident) by the Employer.

'Medical Practitioner Levels 5-9 (Registrar)' is a medical practitioner who holds general or unconditional registration, or conditional registration for special purposes, under the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas) and who is appointed to a registrar position.

'Medical Practitioner Levels 5-8 (Unaccredited Registrar)' is a medical practitioner employed as a registrar in a position that is not accredited by the relevant medical college as a training position.

'Medical Practitioners Levels 5-9 (Accredited Registrar)' is a medical practitioner employed as a registrar in a position for training by the relevant medical college as a training position, and enrolled in the relevant speciality training program.

Recognition of Prior Registrar Experience (RPRE): Medical Practitioners who are employed as an Accredited Registrar, who have undertaken previous specialist medical training and are now employed as a Medical Practitioner (Accredited Registrar) in a different specialist medical training program (that is not directly related to previous training and is not part of a generalist dual specialty pathway) will be assessed by the Employer for recognition of prior Registrar experience when determining Registrar Level.

A minimum of 50% of previous Registrar experience within Australia can be counted as RPRE up to a maximum of 3 years, such that the maximum appointment will be to Medical Practitioner Level 8; and

Where the Australian Specialty Medical College recognises the previous training towards the new training program, the numbers of years recognised will be added to Medical Practitioner Level 5 up to a maximum of 3 years, such that the maximum appointment will be to Medical Practitioner Level 8.

Recognition of overseas Registrar experience which is not recognised by Australian Medical Council will be based on a determination of clinical competency by the Employer and appointment to a Registrar position up to Level 8. This can be subject to review and adjustment based on clinical performance.

‘Medical Practitioner Levels 10–13 (Career Medical Officer)’ is a medical practitioner who holds general or unconditional registration, or conditional registration for special purposes, under the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas) and has had a minimum of 10 years’ relevant post graduate experience. Medical Practitioners will be appointed as a Medical Practitioner (Career Medical Officer) by the Employer.

‘Medical Practitioner Level 10-11 (Senior Registrar)’ is a medical practitioner who is enrolled in a recognised specialty training program, employed in a Medical Practitioner (Registrar) position, has successfully completed all fellowship examinations relevant to their training program and employment, and is within 1 year of obtaining specialist fellowship.

‘Medical Practitioner Level 11-13 (Senior Registrar – dual fellowship)’ is a Medical Practitioner who has completed all training required by a specialist medical college, and is completing a further specialist training program as part of a dual fellowship.

‘Medical Practitioner Level 11-13 (Fellow)’ is a medical practitioner (Senior Registrar) who holds Australian Fellowship or an overseas fellowship and is employed and credentialed to a fellow position without admitting rights but not employed as a Specialist Medical Practitioner. A Fellow may be required to participate in a Specialist Medical Practitioner roster with a Specialist Medical Practitioner available for supervision.

‘Specialist Medical Practitioner Levels 1-11’ is a registered medical practitioner who holds Australian Fellowship OR is a registered medical practitioner who holds Overseas Fellowship and is employed to a Specialist Medical Practitioner position by the Employer.

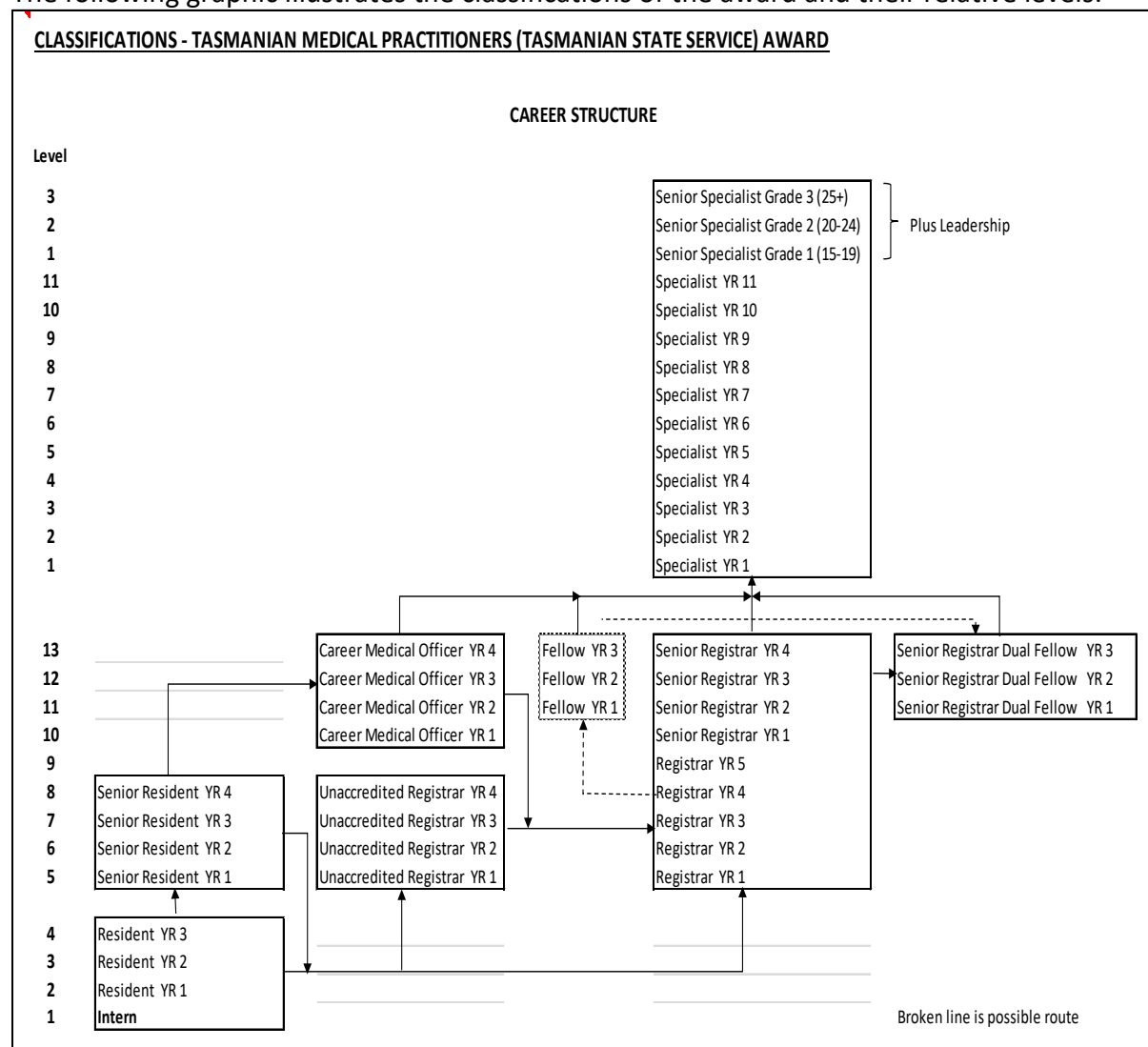
‘Senior Specialist Medical Practitioner Level 1-3’ is a registered medical practitioner who has:

- a. worked as a Specialist Medical Practitioner Year 11 for a minimum of 4 years; and
- b. has the following years of experience:
 - (i) Senior Specialist Medical Practitioner Level 1: a Specialist Medical Practitioner who has completed a minimum of 14 years as a Specialist Medical Practitioner (that is, is in their 15th year as a Specialist);

- (ii) Senior Specialist Medical Practitioner Level 2: a Specialist Medical Practitioner who has completed a minimum of 19 years as a Specialist Medical Practitioner (that is, is in their 20th year as a Specialist);
 - (iii) Senior Specialist Medical Practitioner Level 3: a Specialist Medical Practitioner who has completed a minimum of 24 years as a Specialist Medical Practitioner (that is, is in their 25th year as a Specialist); and
- c. leadership beyond clinical supervision and management responsibilities, including strategic responsibilities for service design and delivery, innovation, teaching and research. A Senior Specialist Medical Practitioner is expected to participate in various management activities including high level committees at a local, state-wide, national and international level, working parties and other forums. A Senior Specialist Medical Practitioner is expected to demonstrate exemplary professional behaviour.

Appointment to Senior Specialist Medical Practitioner Level will be by individual Specialist Medical Practitioner application made to the Employer and will be granted upon satisfaction of the above criteria including both leadership responsibilities and years of experience.

The following graphic illustrates the classifications of the award and their relative levels:



PART IV –ALLOWANCES

20. MEAL ALLOWANCES

a. Meals on Duty

- (i) Where, on the determination of the Employer, the nature of an employee's duties are such as to warrant free meals on duty, or where in the Employer's opinion other good reason exists for the provision to an employee of free meals on duty, such meals are to be provided free of charge.

b. Meal Allowance – Day Travel

- (i) An employee required by their Employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (d) of this clause if:
 - (1) in respect of breakfast, duties are commenced not less than one and a half hours before the employee's normal starting time; and
 - (2) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

c. Meal Allowance – Excess Time

- (i) Where an employee is required to commence duty at their normal work location 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 normal 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 rates prescribed in subclause (d) of this clause.

PROVIDED that where an employee who is required to work excess hours on a Saturday, Sunday or holiday 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.

d. Meal Allowance – Rates

<u>Meal</u>	<u>Rate of Allowance</u>
	\$
Breakfast	16.95
Lunch	19.05
Dinner	32.48

- (i) The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2024/3, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.
- e. The meal allowance prescribed in this subclause shall not be paid unless the Employer is satisfied that the employee was required to perform his or 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.

21. TRAVEL ALLOWANCES

a. Travelling

- (i) The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is provided with accommodation, meals and incidental expenses.

b. Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

- (i) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation Rate</u>
	\$
Adelaide	158.00
Brisbane	181.00
Canberra	178.00
Darwin	220.00
Melbourne	173.00
Perth	180.00
Sydney	198.00
Tasmania	176.00

Meal Allowances (\$)

(Preceding or following an overnight absence)

Breakfast	Applicable	
	7.00am – 8.30am	33.90
Lunch	Applicable	
	12.30 – 2.00pm	38.10
Dinner	Applicable	
	6.00pm – 7.30pm	64.95

Incidental Expenses (\$)

Payable per overnight stay: 23.95

- (ii) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2024/3, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

c. Pre-Booking and Payment of Accommodation

- (i) The Employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.

- (ii) In such cases the accommodation component of the Travel Allowance Expense will not be paid.

d. Payment of Actual Travel Expense

- (i) The Employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation, expenditure on meals or incidental expenses in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.
- (ii) In such cases the accommodation, meal allowances or incidental expenses prescribed in subclause (a)(i) of this clause are not to be paid but the actual expenses incurred in the course of business travel are to be reimbursed to the employee.
- (iii) The Employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

e. Payment for Employee Choice

- (i) An employee may choose not to stay in accommodation for which the Employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in subclause (a)(i) of this clause.
- (ii) The Employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
- (iii) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.

f. Advance Payment of Travel Allowance Expense

- (i) If requested by an employee an advance payment is to be made of the estimated travel allowance expenses payable for the period of the work related travel.

g. Additional Transport Costs Incurred On Work Related Travel

- (i) An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the Employer.

h. Conference and Training Course Incidental Allowance

- (i) An employee required to attend a training course or conference where accommodation and meals are provided is to be paid the Incidental Expense Allowances as prescribed in subclause (a)(i) of this clause with the appropriate meal allowance as prescribed in clause 3(a)(i)(1) for any meals not provided.

i. Temporary Assignment of Duties at an Alternate Location

- (i) An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance at the following rates:
 - 1. For the first three weeks, travelling allowances in accordance with the rates prescribed in subclause (a)(i) of this clause; and
 - 2. after three weeks travelling allowances at a rate determined by the Employer.

j. Systematic Travelling

- (i) An employee required to undertake systematic travel is to be paid a rate within the limits set out in subclause (a)(i) of this clause as determined by the Employer.

k. Overseas Travel Allowance Expense

- (i) An employee required to undertake work related duties outside of Australia is to be paid travel allowance at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

l. Excess Fares

- (i) An employee who in the normal course of employment is not required to travel to different locations for the performance of their duties, but with the knowledge and approval of the Employer, is required for short periods to attend work at a location other than their regular place of employment is to be paid such reasonable additional fares necessarily incurred.

PROVIDED that no employee is to be entitled to the benefits of this subclause for more than three months in any one continuous period.

m. 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 to do so 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	
	Rate 1: 2 litres and above	Rate 2: Less than 2 litres
First 10,000 kilometres	97.39 (100%)	83.76 (86 %)
Any additional kilometres	51.62 (53%)	44.80 (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 (c)(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:

2.

Annual Kilometres Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3:	Rate 4:

	2 litres and above	Less than 2 litres
First 10,000 kilometres	64.92 (100%)	55.83 (86%)
Any additional kilometres	34.41 (53%)	29.86 (46%)

- (iii) For the purposes of subclauses (c)(i) and (c)(ii) of this clause, the rates specified are to apply as follows:
- (iv) 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.
- (v) Rates 2 and 4 apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.
- (vi) The rates specified in this subclause 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.
- (vii) Variations to the other rates specified in the tables in this subclause 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.
- (viii) 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 Employer to travel a greater distance in that year.
- (ix) 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.

- (x) 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.
- (xi) Where a part-time employee is eligible for any payment under subclause (vi) 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.
- (xii) 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.
- (xiii) 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.

22. MOTOR VEHICLE ENTITLEMENTS (SPECIALISTS)

- a. This clause is to be read in conjunction with the relevant Government Vehicle Policy and Procedures.
- b. Full-time Specialist Medical Practitioners and Senior Specialist Medical Practitioners will be entitled to the official and private use of a fully maintained motor vehicle with private number plates of a type and under conditions as approved by the Government from time to time.
- c. Where a full-time Specialist Medical Practitioner or Senior Specialist Medical Practitioner elects not to use a fully maintained vehicle within the Government's leasing scheme, he or she may, in lieu of the entitlement to the use of a vehicle, elect to receive a \$22,163 allowance per annum and paid fortnightly (annually indexed on 1 July each year using March to March Quarter Hobart CPI).
- d. The election noted at subclause (c) of this clause can only occur at the commencement of employment or expiry of an existing vehicle lease.
- e. An employee may change their election from the allowance to the provision of a motor vehicle at any point throughout their employment. The change in election will take effect from the date of delivery of the motor vehicle.
- f. A Specialist Medical Practitioner or Senior Specialist Medical Practitioner who elects to use a vehicle under subclause (b) of this clause may opt to select a

higher specification vehicle within the terms of the Government car leasing scheme subject to paying the difference required by the scheme on offer.

- g. From 1 April 2015 part-time Specialist Medical Practitioners and Senior Specialist Medical Practitioners will no longer be provided with a fuel card.
- h. Part-time Specialist Medical Practitioners and part-time Senior Specialist Medical Practitioners will receive a pro-rata vehicle allowance based on the proportion of their employed hours compared with a full-time employee.

23. PROTECTIVE CLOTHING

- a. An employee shall be provided with relevant protective clothing on request.
- b. Protective clothing shall be replaced on a fair wear and tear basis.
- c. 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.

24. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE

- a. The allowances are to be paid fortnightly on the following per annum equivalent basis:

Classification	Annual Rate
Medical Practitioner Level 2-4 (Residents)	\$2040
Medical Practitioner Level 5-9 (Registrars)	\$3570
Medical Practitioner Level 10-13 (Senior Registrars)	\$4590

Classification	Annual Rate
Medical Practitioner Level 10-13 (Senior Medical Practitioners)	\$13260
Specialist Medical Practitioner and Senior Specialist Medical Practitioner	\$21930

- b. Part-time Medical Practitioners, Specialist Medical Practitioners and Senior Specialist Medical Practitioners will receive the allowance on a pro-rata basis, based on a proportion of their employed part-time hours compared to a full-time employee.
- c. This allowance is not payable for any periods of any leave that are without pay.
- d. This allowance does not apply for the calculation of any other entitlements.

25. BOARD AND LODGING

- a. 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:

- | | | |
|-------|---|----------|
| (i) | Where both board and lodging is provided per week | \$100.60 |
| (ii) | Where lodging but no board is provided per week | \$18.45 |
| (iii) | Where board but no lodging is provided per week | \$82.15 |

26. ADJUSTMENT TO WAGE RELATED ALLOWANCES

- a. Unless specified separately in this award, all monetary allowances are to be adjusted from the first full pay period on or after 1 July each year by the same percentage as the salary rate for the Medical Practitioners Level 5 Classification of the Medical Practitioners (Tasmanian State Service) Award has increased between 1 July in the preceding year and 30 June of that year. Prior to 1 July each year the parties will make application to have the salary rates in the Award updated to reflect the rates being paid.

27. ADDITIONAL RESPONSIBILITY ALLOWANCE (MEDICAL PRACTITIONERS LEVEL 1 – 13)

- a. A Medical Practitioner Level 1-13 who is directed by the Employer to take on additional responsibilities and who performs the additional responsibilities for five or more consecutive working days will be paid an additional responsibility allowance.
- b. This allowance is to be determined by reference to the proportion of the additional responsibilities undertaken compared to the employee's normal responsibilities, the employee's salary and the work value of the additional responsibilities undertaken.
- c. An employee in receipt of an allowance under this clause is to continue to be paid the allowance while on approved paid leave, excluding long service leave as prescribed by the Long Service Leave (State Employees) Act 1994, provided that the additional responsibilities would have been continuous but for the period of the paid leave and are resumed immediately on the completion of the period of paid leave.

- d. Payment for Excess Time undertaken while in receipt of an additional responsibility allowance is to include the allowance prescribed by this clause subject to the Excess Time provisions in Part VI – Hours of Work and Excess Time for Day Work.

28. ALLOWANCE IN LIEU OF PARTICIPATING IN PRIVATE PRACTICE SCHEME – NORTH WEST COAST HOSPITALS (SPECIALISTS)

- a. Specialist Medical Practitioners employed in the North West hospitals who do not participate in a Private Practice Scheme (PPS), shall be paid an allowance in lieu of PPS which is not less than 35% of the relevant base salary.
- b. The allowance is included in salary for the purpose of calculating superannuation entitlements, and is payable during periods of paid leave but does not apply for any other purposes of the award or agreement.

PART V – WORKPLACE FLEXIBILITY

29. WORKLOAD MANAGEMENT

- a. The Employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- b. The Employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.
- c. An employee who believes they have been allocated duties that exceed those that can be reasonably performed in the time allocated for them to be undertaken should formally advise their manager. Where practicable to do so the employee should suggest how their allocated tasks can be prioritised.
- d. A manager who has been advised in accordance with the above subclause (c) should respond promptly to the employee's concerns. Where the manager acknowledges the workload is excessive the response should include a plan to reduce the workload to a manageable level. If the manager does not accept that the workload is excessive the response should outline such reasons
- e. To minimise workload issues the Employer is to make every effort to ensure vacancies are filled within three months. If it appears likely this period will be exceeded supervisors and/or managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.
- f. In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

30. WORK-LIFE BALANCE

- a. Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- b. Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.

- c. In considering an employee's request for flexible work arrangements, the Employer is to take into account the employee's family and other, relevant, commitments.
- d. Such requests are to be considered in light of the operational needs of the Employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.

31. WORKPLACE FLEXIBILITY ARRANGEMENTS

a. Workplace Flexibility Arrangements

- (i) An individual employee, or group of employees, and the Employer may agree to vary the application of certain terms of this award to meet the genuine needs of individual employee/s and/or an Employer's business requirements.
- (ii) An Employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of Excess Time or penalty allowances that would otherwise apply.
- (iii) In any negotiations concerning an alteration of the hours of work or the spread of hours the Employer and the employee are to consider the following matters:
 - (1) The maximum efficiency of the operation of the Employer;
 - (2) The retention of normal productivity levels within the Employer;
 - (3) Any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day of the week.
- (iv) In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:
 - (1) The span of hours;
 - (2) Maximum hours that can be worked in specified periods;
 - (3) The rate and applicability of Excess Time penalty rates;
 - (4) The provision of rostered or accrued days off;
 - (5) Record keeping.
- (v) Entering and Terminating Workplace Flexibility Arrangements

- (1) Each individual employee and the Employer must genuinely reach agreement without coercion or duress.
 - (2) The terms the employee/s and the Employer may agree to vary are those relating to:
 - (a) hours of work and arrangements for when work is performed;
 - (b) Excess Time rates;
 - (c) shift and penalty rates;
 - (d) allowances;
 - (e) availability and recall provisions; and
 - (f) substituting another day for a holiday with pay.
- (vi) The agreement may be terminated:
- (1) by the employee/s or the Employer by giving a minimum of four weeks' notice of termination, in writing, to the other party; or
 - (2) at any time, by written agreement between the Employer and the employees.
- (vii) The agreement between the employees and the Employer is to:
- (1) be confined to vary only one or more of the terms listed in subclause (b)(ii) of this clause;
 - (2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;
 - (3) record with the name and signature of the employees and, if the employee is under 18 years of age, the employee's parent or guardian and Employer or delegate;
 - (4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;
 - (5) state the date the agreement commences and the period for which it operates;
 - (6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;

- (7) notwithstanding paragraph (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.
- (viii) The Employer must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with section 75 of the *Industrial Relations Act 1984* on the individual's personal file:
 - (1) the employee;
 - (2) Director, State Service Management Office; and
 - (3) an employee organisation with relevant industrial coverage.
- (ix) Employee Organisation Participation in Negotiation of a Workplace Flexibility Agreement
 - (1) If an employee is a member of an employee organisation which has an interest in the relevant award pursuant to section 63(10) of the *Industrial Relations Act 1984*, the employee may choose to be represented by that employee organisation to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.
 - (2) The employee organisation must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.
 - (3) Employee organisation involvement does not mean that the consent of the employee organisation is required prior to the introduction of agreed flexibility arrangements.

PART VI – ORDINARY HOURS OF WORK AND EXCESS TIME

32. ORDINARY HOURS OF WORK

- a. Medical Practitioners Levels 5-13 (Registrars and Senior Registrars)
 - (i) The Ordinary Hours of work for Medical Practitioners Levels 5-11 (Registrar and Senior Registrar) is to be 38 hours per week or not less than an average of 76 hours per fortnight, plus five (5) additional ordinary hours of Training Time per week or 10 hours per fortnight, equalling 43 hours per week or an average of 86 hours per fortnight in accordance with roster periods of between four hours and not more than 10 hours exclusive of a meal break.
 - (ii) Any additional hours worked in excess of 76 hours per fortnight that is not ordinary hours worked as Training Time, is to be paid as Excess Time in accordance with cl 37 of this part.
- b. Medical Practitioners Level 1-4, Career Medical Officers Levels 10-13, Specialist and Senior Specialist Medical Practitioners
 - (i) The Ordinary Hours of work for all other employees covered by this Award is to be 38 hours per week or not less than an average of 76 hours per fortnight in accordance with roster periods of between 4 and not more than 10 hours exclusive of a meal break.
- c. Spread of Hours
 - (i) Ordinary Hours are to be worked between the Spread of Hours of 7am to 7pm Monday to Friday.
 - (ii) The Ordinary Hours of work may extend beyond 7am to 7pm Monday to Friday. However this will only occur by mutual agreement for a Specialist and Senior Specialist Medical Practitioner.
 - (iii) Work outside the Spread of Hours shall be regarded as part of Ordinary Hours if in the fortnight, hours work inside the Spread of Hours is less than 76 (or 80 as appropriate).
- d. Loadings on Ordinary Hours
 - (i) All Ordinary Hours performed outside the hours of 7.00 am and 7.00 pm Monday to Friday are to be paid as follows:
 - (1) Monday to Friday between the hours of 7.00 pm and 7.00 am – 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

- (i) 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 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. The roster shall be mutually agreed between the Employer 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 employee's roster and his or her place on such roster shall not be changed without two weeks' notice or failure to provide sufficient notice will result in payment of the relevant penalty rates provided by subclauses (ii) and (iii) for that shift, unless otherwise agreed between the employer and the relevant employee in which case no penalty will be payable.

(ii) Medical Practitioners Levels 1-13

- (1) 125%, or time and one quarter, for the first 4 hours, 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) 200% or double time beyond 4 hours.
- (3) 250% or double time and one half, for time worked on a Holidays with Pay.

(iii) Specialist Medical Practitioners and Senior Specialist Medical Practitioners

- (1) All work approved by the Employer shall be taken as time off in lieu (TOIL). Such TOIL 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.

33. REST PERIOD

- a. An employee required to work outside the hours of 7.00 am and 7.00 pm Monday to Friday or outside of rostered periods of between 4 and 10 hours exclusive of a meal break, 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 the following penalties:

- b. Medical Practitioners Levels 1-13
 - (i) 125%, or time and one quarter, for the first 4 hours per fortnight, 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.
 - (ii) 200% or double time beyond 4 hours.
 - (iii) 250% or double time and one half, for time worked on a Holidays with Pay.
- c. Specialist Medical Practitioners and Senior Specialist Medical Practitioners
 - (i) Will be provided with additional time off in lieu (TOIL). Such TOIL 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.

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.

34. EXCESS TIME

- a. 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. All work performed in addition to Ordinary Hours shall be paid as follows:
 - (i) Medical Practitioners Levels 1-13
 - (1) 125%, or time and one quarter, for the first 4 hours per fortnight, 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) 200% or double time beyond 4 hours.
 - (3) 250% or double time and one half, for time worked on a Holidays with Pay

(ii) Specialist Medical Practitioners and Senior Specialist Medical Practitioners

1. All work in excess of the Ordinary Hours and approved by the Employer 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

(i) Medical Practitioners Levels 1-13

- (1) Employees who work in excess of 38 hours per week or less than 4 or 10 or more hours per day exclusive of a meal break will be paid in accordance with subclause (a).
- (2) (All other part time employees shall accrue excess time in accordance with subclause (b).

c. Reimbursement of childcare costs where directed to work outside normal hours.

An employee required to work outside their normal hours or pattern of work is to be reimbursed any additional commercial childcare costs incurred by the employee in undertaking this work.

35. ON CALL ARRANGEMENTS

a. The following criteria will necessitate an employee participating in an on call roster:

- (i) Responsibility for the clinical care of emergency patients and in-patients in public hospitals;
- (ii) Responsibility for the medical care of community patients;
- (iii) Management and administrative responsibilities which require the employee to be medically qualified;
- (iv) Responsibility for patient diagnostic facilities; and
- (v) Directed by the Employer with the employee to be advised of the areas of responsibility.

b. An employee who is rostered on call and who is directed by the Employer 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 is paid in accordance with the following rates:

- (i) If on a regular on call roster of 1:10 or less frequently - 3% of the base salary of an equivalent full-time employee.
- (ii) If on a regular on call roster of 1:9 – 4% of the base salary of an equivalent full-time employee.
- (iii) If on a regular on call roster of 1:8 – 4.4% of the base salary of an equivalent full-time employee.
- (iv) If on a regular on call roster of 1:7 – 5.5% of the base salary of an equivalent full-time employee.
- (v) If on a regular on call roster of 1:6 – 6.7% of the base salary of an equivalent full-time employee.
- (vi) If on a regular on call roster of 1:5 – 8% of the base salary of an equivalent full-time employee.
- (vii) If on a regular on call roster of 1:4 – 10% of the base salary of an equivalent full-time employee.
- (viii) If on a regular on call roster of 1:3 – 13.4% of the base salary of an equivalent full-time employee.
- (ix) If on a regular on call roster of 1:2 – 20% of the base salary of an equivalent full-time employee.
- (x) If permanently on call on a 1:1 roster – a minimum of 25% of the base salary of an equivalent full-time employee.

PROVIDED that this allowance is based on an on call roster approved by the Employer and reviewed from time to time.

36. CALL BACK

- a. An employee who is called back to duty outside of that employee's rostered hours of work shall be paid at the employee's hourly rate with a minimum payment of 3 hours at double time.
- b. A call back that extends beyond the 3 hour minimum shall be paid at double time and calculated on hours worked to the nearest half of an hour.
- c. Where a further call back(s) occurs within the 3 hour minimum payment period, no additional payment shall be made until the previous 3 hour minimum payment expires and then payment shall be made at the call back rate for each hour worked.

- d. The duration of call backs shall include actual travelling time to and from the hospital to a maximum of 15 minutes each way.

37. MEAL BREAKS

- a. An employee is entitled to:
 - (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 2pm. Where an emergency or a work requirement approved by the Employer prevents the taking of such a meal break employees will be paid 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 Employer.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.

38. SAFE WORKING HOURS

- a. Where hours are greater than 88 hours per fortnight, the Employer will monitor the clinical workload and rostering practices to ensure that:
 - (i) Rostering is appropriate for the specialists training requirements and with National Code of Practice – Hours of Work, Shiftwork and Rostering of Hospital Doctors;
 - (ii) Clinical supervision is appropriate for the level of training;
 - (iii) Teaching and feedback opportunities are appropriate; and
 - (iv) Measures to monitor and minimise fatigue are in place.

PART VII – LEAVE AND HOLIDAYS WITH PAY

39. HOLIDAYS WITH PAY

- a. In the clause:

'Cup Day' means not more than one full day or less than one-half day holiday which is to be observed on the days specified in accordance with the proclamation of the local 'Cup Day' holidays in accordance with the provisions of the *Statutory Holidays Act 2000* having regard to the municipalities declared therein and the period of observance of the holiday within such declared municipalities.

'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.

- b. All employees are entitled to the following holidays without deduction from their weekly wages:

New Year's Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, King's Birthday, Show Day, Cup Day (either half day or full day), Hobart Regatta Day (South of Oatlands), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day;

or any other day, or part thereof, that is proclaimed from time to time according to the *Statutory Holidays Act 2000*.

- c. Payment for the holidays mentioned in subclause (b) of this clause 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.
- d. Where an employee who is entitled to holidays in accordance with subclause (b) hereof 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 a half and a day in lieu added to the employee's recreation leave entitlement.

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

- e. An employee required to work on any of the holidays mentioned in subclause (b) 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.

- f. Where an employee is called back to duty on a public holiday - the employee shall be paid at the rate prescribed in Part VI Clause 39 – Call Arrangements of this Award.
- g. Where part-time employees ordinary hours of work coincides with any of the holidays prescribed in subclause (b) then a part-time employee will be paid in accordance with his/her ordinary hours for that day.

PROVIDED ALWAYS that if a part-time employee is required to work on a holiday with pay as prescribed in subclause (b), then the employee will be entitled to the appropriate penalty payment in Part VI clause 38 – Excess Time of this Award.

- h. An employee may choose to substitute the Australia Day holiday with pay for another substitution with pay day to be taken within a four-week period from 26 January, as agreed between the employee and employer.
- i. Notwithstanding subclause (d) and subclause (g), an employee who chooses to substitute the Australia Day holiday with pay in subclause (h) is not eligible for remuneration in accordance with Part VI clause 37 – Excess Time of the Award for the ordinary hours worked on the Australia Day holiday with pay.

40. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to, paid parental leave for Primary Caregivers and Secondary Caregivers, unpaid parental leave, special parental leave, Adoption Leave, and grandparent leave in connection with the birth or adoption of a child.

a. Definitions

For the purposes of this clause:

- (i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; under the age of one year except for:
 - (1) Any additional period of paid Secondary Caregiver Leave accessed in accordance with subclause (f), where 'child' means up to 78 weeks of age; and
 - (2) The adoption of a child where 'child' is defined as 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 their spouse or a child who has previously lived continuously with the employee for a period of six months.

- (ii) **'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 birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.
- (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) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:
 - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.
- (viii) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
- (ix) **'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.
- (x) **'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.
- (xi) 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.
- (xii) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
- (xiii) **'Primary Caregiver'** means a person who assumes the principal role of providing care and attention to a child. The Primary Caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day. The employer may require confirmation of Primary Caregiver status.
- (xiv) **'Secondary Caregiver'** means a person who has parental responsibility for the child but is not the Primary Caregiver.
- (xv) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the Relationships Act 2003.
- (xvi) A **'significant relationship'** is a relationship between two adult persons who:
- have a relationship as a couple; and
 - are not married to one another or related by family.

- (xvii) **'State Service'** means an organisation listed in Schedule 1 of the State Service Act 2000.

b. Entitlement to Unpaid Parental Leave

- (i) Subject to the provision of this clause, after 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation to the birth of a child of the employee, the employee's spouse or the employee's legal surrogate or the placement of a child with the employee; and the employee has or will have responsibility for the care of the child.
- (ii) For birth parents, paid Primary Caregiver Leave may be accessed in accordance with subclause (c) and for non-birth parents, paid Secondary Caregiver Leave may be accessed in accordance with subclauses (e) and (f). Paid Adoption Leave may be accessed in the case of adoption in accordance with subclause (h) and paid grandparent leave may be accessed in accordance with subclause (i) by grandparents who assume primary caregiving responsibility for the child at the time of birth.
- (iii) An employee's entitlement to 52 weeks unpaid parental leave is reduced by any amount of paid Primary Caregiver Leave, paid Secondary Caregiver Leave or Paid Adoption Leave which that employee accesses in accordance with subclauses (c), (e), (f) or (h).
- (iv) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:
 - (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
 - (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.
- (v) Except where provided for otherwise in clause 39 of this part, and except for an additional period of paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.
- (vi) Parental leave may only be taken by an employee in a single unbroken period.

PROVIDED that an employee entitled to additional paid Secondary Caregiver Leave in accordance with subclauses (f)(i) and (h)(iii) may access parental leave in up to two unbroken periods.

- (vii) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave

(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 a maximum of 104 weeks;

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.

(3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.

(viii) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

(ix) 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. Paid Primary Caregiver Leave

(i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.

(ii) The 18 weeks paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VI, Clause 43(e)(ii).

- (iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
- (iv) An employee who is pregnant and 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.
- (v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:
 - (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
 - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or
 - (3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
- (vi) The rate of pay for an employee during the period of the paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (vii) The employee may elect to take payment for the paid period of the absence,
 - prior to the commencement of the leave or;
 - over 18 consecutive weeks at a full rate pay or;
 - over 36 consecutive weeks at half rate of pay
- (viii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

d. Special Parental Leave

- (i) An employee who is pregnant and who has not yet commenced parental 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 parental 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 paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee 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 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.
- (iv) Special parental leave is in addition to compassionate and bereavement leave.

e. Paid Secondary Caregiver Leave

- (i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VII, Clause 43(e)(ii).
- (ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.
- (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
- (iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.
- (v) The rate of pay for an employee during the period of the paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

f. Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility

- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:

- (1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and
 - (2) The employee's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
 - (3) Where an employee who has commenced additional paid Secondary Caregiver Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
 - (4) An Employee cannot receive Secondary Caregiver Leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their child.
- (ii) An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause.
 - (iii) The rate of pay for an employee during the additional period of paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).

g. Notice and Evidence Requirements

- (i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of an employee's child, but do not apply to parental leave taken in relation to the adoption of a child or to grandparent leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h). The notice and evidence requirements for grandparent leave are provided in subclause (i).
- (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) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant;
 - (2) at least four weeks' notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken and the nature of caregiving responsibilities which the employee will assume for the period of leave sought (i.e. Primary or Secondary Caregiver);

- (3) particulars of any period of parental leave sought or taken by the employee's spouse;
 - (4) where the employee is proposing to access the additional 12 weeks paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the employee will assume primary caregiving responsibility for their child for the duration of the period of leave proposed;
- (iii) An employee is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.
- h. Paid Adoption Leave for the Adoption of a Child
- (i) Paid Adoption Leave for Primary Caregivers
 - (1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
 - (2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VII, Clause 43(e)(ii).
 - (ii) Paid Adoption Leave for Secondary Caregivers
 - (1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
 - (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VII Clause 43(e)(ii).
 - (iii) Additional Paid Adoption Leave for Secondary Caregivers
 - (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:
 - (a) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and

- (b) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
 - (c) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
- (2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).
- (iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) Notice and Evidence Requirements
 - (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.
 - (2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental 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.
 - (3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:
 - (a) the employee is seeking parental leave in connection with the adoption of a child; and
 - (b) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
 - (c) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.
 - (4) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.

- (5) 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.
- (6) 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 spouse, or other compelling circumstances.
- (vi) 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.
- (vii) An employee is not entitled to parental leave for the adoption of a child 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.

i. Grandparent Leave

- (i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid grandparent leave which forms part of an entitlement to 52 weeks unpaid grandparent leave.
- (ii) To be eligible for paid and unpaid grandparent leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
- (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.
- (iv) The rate of pay for an employee during the period of paid grandparent leave is the normal rate of pay, as defined in subclause (a)(x).

- (v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of grandparent leave.
- (vi) An application for grandparent leave must include:
 - (1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
 - (2) either:
 - (a) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
 - (b) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;
- (vii) An employee may commence grandparent leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access grandparent leave as the Primary Caregiver under this subclause.
- (ix) An employee may only access grandparent leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) An employee's entitlement to access grandparent leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.

j. 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.

k. 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.

- (1) 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 their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until parental leave under this clause 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 pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.

m. 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 an employee who was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or
 - (2) if an employee who was pregnant began working part-time because of the pregnancy– immediately before the part-time work began; or
 - (3) otherwise – immediately before the employee commenced parental 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.

n. 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 (1) of this parental leave clause applied.

o. 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 fixed term 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 (j) and the right to request provisions of subclause (b)(v)(1).
- (iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

p. 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 (p)(i) above.

q. 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.

r. Surrogacy Arrangements

An Employee whose child is born through a surrogacy arrangement which complies with Part 4 of the Surrogacy Act 2012 (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.

s. Permanent Care Leave

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the Children, Young Persons and Their Families Act 1997 (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

41. PERSONAL LEAVE

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

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'** subject to subclause (d), in respect of an employee includes:
 - (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.
- (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 care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of their immediate family or household who require care 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 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) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (ii) Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion 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) Personal leave may be taken for part of a single day.

c. Calculation of Personal Leave Year

- (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- (ii) A period of personal leave without pay does not affect the credit of personal leave.

d. Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.

- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (p).

e. Personal Leave for Entitlement for Fixed Term Employees

The entitlement to personal leave for an employee who is employed on a full-time fixed term basis is credited in advance after 20 working days of service and:

- (i) provides for 73.50 hours leave for each full year of service;
- (ii) unused personal leave credits accumulate and carry forward each year;
- (iii) if in any personal leave year personal leave with full pay is exhausted personal leave without pay is available provided the absences are supported by evidence consistent with subclause (m) of this clause;
- (iv) a period of personal leave does not extend the period of employment;
- (v) for employees employed for less than 12 months personal leave is credited in direct proportion of their employment compared to full-time equivalent employment.
- (vi) a fixed term employee who has completed:
 - (1) 12 months continuous service and is likely to complete a further three years' continuous service, as certified by the employer; or
 - (2) four years continuous service;

is entitled to personal leave according to subclause (e), as if that employee was a permanent employee.

f. Change from Fixed Term Employment to Permanent Employment Status

- (i) A fixed-term employee who becomes a permanent employee is entitled to personal leave according to subclause (e), as if the employee had been appointed as a permanent employee on the first day of continuous service and calculations of entitlements are to be made accordingly.
- (ii) A fixed-term employee to whom subclause (g)(i) applies and who otherwise would have received a greater entitlement as a fixed term employee is to receive that entitlement if personal leave in excess of the entitlement of subclause (e) is required.

- (iii) An employee to whom subclause (g)(ii) applies is entitled to personal leave at half-pay and without pay appropriate to their years of service in accordance with subclause (e) if personal leave on full pay is exhausted.

g. 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.

h. Personal Leave for Personal Injury or Sickness

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

i. Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to a maximum of 147 hours of personal leave each year 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 or support to a member of the employee's immediate family or household due to an unexpected emergency.
- (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 sub-clause (j)(i), beyond the limit set out in subclause (j)(i). In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed.

j. 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.

k. 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 the employee's 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 give the employer:
- (1) notice prior to the absence of the intention to take leave;
 - (2) the name of the person requiring care or support and their relationship to the employee;
 - (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 must 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

- (i) 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.
- (ii) 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;

- (iii) 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.
- (iv) An employee may take up to 5 days 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.
- (v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclauses (m)(i), (ii) and (iii) will not be accepted.

m. Verification of Personal Leave

- (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:
 - (1) Accept the employee's response as verifying the application; or
 - (2) counsel the employee regarding future applications; or
 - (3) 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 (m)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (4) 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 sub-clause (iii) they may raise a grievance through the Part VIII, cl 54 – Grievance and Dispute Settlement Procedure.

n. Verification of Personal Leave

- (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:
 - (1) Accept the employee's response as verifying the application; or
 - (2) counsel the employee regarding future applications; or
 - (3) 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 (m)(ii) (i.e. cannot be replaced by a Statutory Declaration); or
 - (4) 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 sub-clause (iii) they may raise a grievance through the Part VIII, cl 54 – Grievance and Dispute Settlement Procedure.

o. 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 or 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 (l) and (m) are met.

p. Casual Employees

- (i) Subject to the evidentiary and notice requirements in subclauses (l) and (m) casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.
- (ii) The employer and the employee are to agree on the period for which the employee is 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 two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

42. OCCUPATIONAL SICK LEAVE

- (i) 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 Employer, shall, without prejudice to the operation of regulation 26 of the *State Service Regulations* 2011, be granted leave on full pay for a period of up to 12 weeks. During any period of time in which this 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.

- (ii) Where, in the opinion of a medical practitioner, illness or risks arising out of the medical conditions specified in this 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 award 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 Employer to perform the full duties required by such employment and for the costs of such training.

- (iii) For the purposes of subclause (a) nosocomial infection or colonisation shall include Methicillin resistant *Staphylococcus aureus*, other multi-resistant organisms, Hepatitis B, Hepatitis C, Tuberculosis, HIV positive status or Acquired Immune Deficiency Syndrome or any other nosocomial infection contracted by the employees in performing his or her duties.
- (iv) An employee who falls sick for reasons of his/her work shall, subject to the recommendations of a medical practitioner (as defined) approved by the Employer, be paid a salary not less favourable than that prescribed by the *Workers' Rehabilitation and Compensation Act 1988*.

43. COMPASSIONATE AND BEREAVEMENT LEAVE

a. Purpose

- (i) **'Compassionate Leave'** is an entitlement to paid leave 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.
- (ii) **'Bereavement Leave'** is an entitlement to paid leave available for an employee to allow that employee to grieve and to attend to funeral and other arrangements due to a death, in the following circumstances:
 - (1) when a member of the employee's immediate family or household dies; or
 - (2) when a baby in the employee's immediate family or household is stillborn; or
 - (3) where an employee or their spouse experiences a miscarriage.

b. Definitions

- (i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (ii) **'Immediate family'** subject to subclause (d), in respect 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, of the employee or employee's spouse.
- (3) The employer acknowledges that employees may have significant relationships outside of those specified in subclause (b)(i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.
- (iii) **'Personal Leave Year'** is as specified in Part VII Clause 41(c) of this Award.
- (iv) For the purpose of this clause miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
 - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
 - (2) who has not breathed since delivery; and
 - (3) whose heart has not beaten since delivery.

c. Entitlement

- (i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year on each occasion as specified in subclause (a)(i) and (ii) of this Part.
- (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 particular member 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 subclauses (c)(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 or pregnancy loss, 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 is set out in subclause (h).

d. Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (h).

e. 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 or surrogacy leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave or surrogacy 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 (e)(i) or (ii).

f. Evidence Requirements

An employee is to provide evidence satisfactory to a reasonable person, to support an application for compassionate and/or bereavement leave specified by 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 an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to five days per annum in the circumstances described in subclause (a)(i) and (ii).
- (iii) The employer must not fail to re-engage a casual employee because the employee has 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.

44. RECREATION LEAVE

a. Entitlement to Recreation Leave

- (i) A full-time employee (other than a casual as defined) whose ordinary hours of work are 38 hours per week accrues 152 hours of recreation leave each year, and in the case of employees working 43 hours per week accrues 172 hours of recreation leave each year.
- (ii) Employees who participate in an after hours roster or who participate in an on call roster are entitled to an additional 38 hours (or 43 hours as appropriate) leave per year to be taken in seven consecutive days including non-working days.
- (iii) Recreation Leave for full time employees accrues at the rate of 5.85 hours (or 6.62 hours as appropriate) for each fortnight worked.
- (iv) Recreation Leave for part-time employees accrues on a pro rata basis in proportion to the hours worked compared to full time employees rate of accrual as specified in (a)(i) and (ii).
- (v) Casual employees (as defined) are not entitled to recreation leave.
- (vi) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the Statutory Holidays Act 2000), such hours not being Holidays with Pay will be deducted

from the employee's recreation leave accrual unless the employee is required to attend for duty.

b. Payment for the Period of Recreation Leave

- (i) The rate of salary for an employee during a period of recreation leave is the normal salary rate and any applicable allowances the employee would have received for the ordinary hours of work during the relevant period.
- (ii) An employee before going on leave may elect to be paid in advance the normal salary rate, and any applicable allowances, that the employee would have received for the ordinary hours of work during the relevant period.

c. Calculation of Continuous Service for the Accrual of Recreation Leave

For the purpose of recreation leave accrual:

- (i) Service is to be deemed continuous for absences from work on account of any paid leave.
- (ii) Any period of leave of absence without pay of more than 20 working days in aggregate in a personal leave year is not to be deemed continuous service unless specified elsewhere in this award.

d. Management of Recreation Leave

- (i) The Head of Agency (or delegate) is to make such arrangements as are practicable to allow each employee to take recreation leave annually and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the employees in an Agency in respect of that year.
- (ii) Notwithstanding subclause (d)(i) recreation leave is to be taken at a time or times mutually agreed between the employer and employee.
- (iii) The arrangement agreed to between the employee and the employer for the taking of recreation leave is to be adhered to.

e. Excessive Accrual of Recreation Leave

- (i) A full time employee has an excessive recreation leave accrual if the employee has accrued more than 8 weeks recreation leave; or
- (ii) For an employee who participates in an after hours roster or who participates in an on call roster in accordance with subclause (a)(ii), that employee has an excessive recreation leave accrual if they have accrued more than 10 weeks recreation leave.

- (iii) If an employee has an excessive leave accrual, the Head of Agency or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

f. The Head of Agency can Direct that Recreation Leave be Taken

- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.
- (ii) However, a direction by the Head of Agency under subclause (i) must not:
 - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
 - (2) require the employee to take any period of recreation leave of less than 1 week;
 - (3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
- (iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
- (iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.
- (v) An employee must take paid recreation leave in accordance with a direction complying with this clause.

g. The Employee can Direct that Recreation Leave be Taken

- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give a written notice to the employer to take one of more periods of recreation leave.
- (ii) The employee may only give notice under (g)(i) where:
 - (1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and

- (2) The employee has not been given a direction under clause (f)(i).

(iii) A notice given by an employee under clause (g)(i) must not:

- (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
- (2) provide for the employee to take any period of recreation leave of less than 1 week;
- (3) provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given; and
- (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.

(iv) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.

h. Personal Leave Requirements during Recreation Leave

- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- (ii) Where, in accordance with subclause (h)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under subclause (h)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

i. Payment of Accrued Recreation Leave on Termination

An employee whose employment is terminated will be paid the normal rate of salary and any applicable allowances, the employee would have received for the ordinary hours of work at the time of termination, for any accrued recreation leave.

j. Recreation Leave in Advance of Accrual

- (i) An employee should only take the recreation leave they have accrued, unless otherwise provided in this clause.

- (ii) The Head of Agency may grant an employee a period of recreation leave before the employee has accrued an entitlement to that leave.
- (iii) Where recreation leave has been granted in advance under (j)(ii) and the employee's employment is terminated before the period of leave taken in advance has been restored by the time worked, the Head of Agency is entitled to deduct the amount of recreation leave yet to accrue from any remuneration payable to the employee upon termination of employment.

k. Recreation Leave in One or More Periods

Recreation leave may be granted and taken in a number of separate periods including the granting and taking of a single day's leave.

l. Cashing out of Recreation Leave

- (i) An employee and the Head of Agency may agree in writing to the employee cashing out a particular amount of their accrued recreation leave.
- (ii) Each agreement between the employee and the Head of Agency to cash out a particular amount of accrued recreation leave must be by a separate written agreement.
- (iii) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 4 weeks or 5 weeks for an employee who receives an extra week of leave in accordance with (a)(ii), and the employee and employer are to agree on an amount of recreation leave that will be taken by the employee within the next 12 months.
- (iv) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave at the time that it is cashed out.

m. Cancellation of Approved Recreation Leave by the Employer

- (i) Where the Head of Agency cancels a period of approved recreation leave prior to the period of the leave commencing an employee is entitled to be reimbursed for any financial loss sustained including fares and accommodation.
- (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
- (iii) Any claim made by an employee is to exclude amounts recoverable by way of insurance reimbursements.

n. Re-call to Work during a Period of Approved Recreation Leave

- (i) Where an employee on approved recreation leave accepts a Head of Agency request to return to work during that period of approved recreation leave, the Head of Agency is to pay all reasonable costs associated with the return to work other than normal fares incurred travelling to and from work.
- (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
- (iii) Where an employee resumes recreation leave the Head of Agency is to meet all costs associated with returning the employee to the place they were located on recreation leave prior to the recall to work.
- (iv) An employee returning to work is to have their recreation leave balance credited by the hours foregone.
- (v) An employee may choose to either take the re-credited recreation leave at the conclusion of the current period of leave or alternatively take the leave at another time.

45. LEAVE RELIEF

- a. There is an obligation on the part of the Employer, in consultation with the employee concerned or his or her supervisor, to provide relief in respect of the taking of Recreation Leave, Occupational Sick Leave, Personal Leave and/or Parental Leave by employees. No employee who proceeds onto approved leave 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.

46. SABBATICAL LEAVE (SPECIALISTS)

- a. At the completion of every 5 years' service as a Specialist Medical Practitioner or Senior Specialists Medical Practitioner, an employee shall accrue 65 working days (or 484 hours) leave for the purpose of participating in professional development programs. Employees shall not accrue more than 65 days. Part-time employees are entitled to pro-rata leave based on their hours relative to a full-time employee. Such leave can be taken over a shorter period of time, paid as a block up to the equivalent of 38 hours per week.
- b. Notwithstanding the above, after 2 years of service an employee may access sabbatical leave entitlements on a pro rata basis.

- c. Applications for all sabbatical leave shall be submitted to the Employer for approval with sufficient time and information to enable consideration of the benefits accruing to the employee and the Agency.
- d. At the completion of the period of leave, the Employer may require the employee to present to a relevant peer professional group, details of the knowledge gained during such leave.
- e. Specialist Medical Practitioners shall have no further entitlement to study or examination leave as provided in other State Service provisions or Departmental policies.
- f. Leave accrued under this clause cannot be converted to a cash entitlement.
- g. Specialist Medical Practitioners who undertake an approved sabbatical leave program shall be entitled to the following benefits every five years:
 - i. actual cost of travel expenses up to the value of an around-the-world air fare at economy rates; and
 - ii. daily living allowances at the appropriate rate as specified in Part IV, clause 26 of this award for up to 65 working days with appropriate inclusion of weekends or in the absence of such prescription, an allowance approved by the Employer.

47. CONTINUING PROFESSIONAL DEVELOPMENT LEAVE

- a. All employees are entitled to accrue 10 days paid Continuing Professional Development (CPD) leave per year. Up to 20 days may be accumulated for use in any one year. CPD leave accrues in advance of it being taken.
- b. Unused CPD leave is not to be paid out on cessation of employment.
- c. The *State Service Act 2000* provisions related to study or examination leave do not apply to the extent of any inconsistency with these provisions.
- d. Medical Practitioners Level 2 to 13
 - i. Medical Practitioners level 2 to 13 must make application as soon as practicable prior to the requested leave dates and no later than 2 months from the first intended day of leave. If application is made after the 2 month requirement, this entitlement is discretionary.
 - ii. Eligibility for CPD leave is subject to Employer approval and is subject to the application being related to the following:
 - 1. to attend examinations for higher qualifications or AMC; and/or
 - 2. to attend work / study related courses or conferences related to unit requirements, Learned College

expectations/requirements or obtaining/maintaining higher medical qualifications; and/or

3. to prepare for examinations being sat within six months of the leave being taken or to study for modules towards higher medical qualifications.
 - iii. Within 2 weeks of the application, the Employer must either authorise the CPD leave or, in circumstances related to operational requirements, decline the application.
 - iv. If a decision is made to decline, the Employer must, in writing within 2 weeks of the application, show the steps taken to resolve the operational issues relied on to not grant the leave.
 - v. The employee may contest the validity of the decision to decline via the Dispute Resolution Procedure. If an application remains declined, the untaken CPD leave is accrued.
- e. Specialist and Senior Specialist Medical Practitioners

CPD leave can be taken for purposes relevant to either or both the Specialist and the hospital subject to approval by the Employer. Approval must not be unreasonably withheld.

48. DEFENCE FORCE LEAVE

- a. A permanent employee who is a part-time member of any of the Australian Defence Forces is entitled to authorised leave up to:
 - i. 10 working days in any leave year to enable the employee to undertake initial training upon becoming a part-time member of Australia's Defence Forces; and
 - ii. 20 working days in any leave year to enable the employee to undertake Defence Force service; and
 - iii. A further 10 working days in any leave year to enable the employee to undertake additional Defence Force service.
- b. Prior to proceeding on leave the employee is to provide to the Employer a certificate verifying either the obligation or eligibility to attend Defence Force service; and upon completing the period of leave a certificate indicating completion of the service signed for and on behalf of the Australian Defence Forces.
- c. During the period of authorised leave the employee is to be paid their normal rate of pay except as prescribed in (a)(iii) where the employee is to be paid their normal rate of pay less any amount received by way of salary and /or allowances from the Australian Defence Forces.

- d. During the period of authorised leave the employee incurs an injury or illness that prevents the employee from resuming normal duty at the conclusion of the period of leave, the employee is to be granted:
 - i. Leave without pay if the employee receives compensation that is equal to or greater than their normal rate of pay; or
 - ii. Personal Leave – with (subject to sufficient leave credits being available) or without pay if compensation is not paid; or
 - iii. A combination of personal leave with pay, subject to sufficient leave credits being available or without pay and compensation in circumstances where the compensation received by the employee is less than the employee’s normal rate of pay.
- e. A permanent employee who is required to give continuous service as a member other than a part-time member, of any of Australian Defence Forces, as a result of their:
 - i. Voluntary enlistment at a time when the Commonwealth of Australia has been declared to be at war; or
 - ii. Conscription at any time under a law of the Commonwealth of Australia; is to be granted leave, for the period that the employee is required to continuously serve, without pay or on such other terms as the Employer may determine.
- f. The provisions of this clause apply to a fixed term employee who has been engaged continuously for three months, but any period of Defence Force leave does not extend the end date as specified in the instrument of appointment.
- g. Defence Force leave is to count as continuous service. However where the period of absence is in excess of 6 months in any leave year it is not to be taken into account in accruing recreation leave.

49. STATE SERVICE ACCUMULATED LEAVE SCHEME

- a. An employee is to be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in this clause.
- b. The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).
- c. Summary of Scheme
 - i. The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-

determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

d. Interpretation

- i. The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *State Service Act 2000*, the *State Service Regulations 2001*, relevant Awards, Industrial Agreements, and Ministerial Directions.

'accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'leave period' means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

'normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not Excess Time payments and shift work penalty rates unless they are paid as a component of an annualised rate.

'operational requirements' means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

'participating employee' means an employee whose election to participate in a Plan has been approved by their Employer.

'Plan' means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

'work period' means the period specified in a Plan when an employee is at work.

e. Plans

- i. The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9%	Twelve Weeks

	"The 40 over 52 Week Plan"	
(Other Plan) "A"	$\frac{A}{A+B} \times \frac{100}{1} = \dots\%$ (to one decimal place)	(Other Plan) "B"
..... <i>Years</i> <i>Months</i> <i>Weeks</i>	The.... over..... <i>Year</i> <i>Month</i> Plan" <i>Week</i>	 <i>Year</i> <i>Months</i> <i>Weeks</i>

f. Application of SSALS

- i. The Employer, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- ii. A Employer may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Employer that a Plan be made available to them.
- iii. A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.
- iv. The Employer determines:
 1. whether one or more Plans will be made available to all or only some of the employees;
 2. whether particular Plans will be made available to particular categories of employees;
 3. whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
 4. the selection arrangements where quotas are imposed; and
 5. the commencement date of any Plan.
- v. Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is

thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.

- vi. If the Employer determines that the employee is not able to continue on their Plan, the Employer may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Employer at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.
- g. How to Participate in SSALS
- i. Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Employer in any form which the Employer may approve.
 - ii. The Head of the Agency may accept or reject an election to participate made in accordance with paragraph (i) of this clause.
 - iii. The Employer will notify the employee in writing if the employee's election has been disapproved.
 - iv. Where the employee's election is approved, the Employer will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
 - v. An employee's election under paragraph (i) of this clause does not entitle the employee to participate in a Plan until it is approved by the Employer in accordance with paragraph (iv) of this clause.
 - vi. A participating employee wishing to withdraw from a Plan must apply in writing to their Employer who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

h. Conditions and Administrative Arrangements

(i) Work Period to be completed prior to Period of Leave

6. The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

(ii) Suspension of Plan

- (1) The Employer on the application of the employee or otherwise can in writing suspend a Plan.
- (2) In deciding to suspend a plan, either on application of the employee or otherwise, the Employer will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Employer in the instrument by which the Plan is suspended.
- (3) Where the total period of the Plan comprises five years or more (for example a four over five plan) the Plan may only be suspended with the agreement of the employee.
- (4) An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Employer's decision to suspend the plan otherwise than on the application of the employee.

(iii) Accumulated Leave

1. Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Employer which are not inconsistent with the SSALS.
2. A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

3. On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Employer, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.
4. Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

(iv) Payment during the Leave Period

- (1) During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

(v) Salary Increments

Salary increments will accrue throughout the period of a Plan.

(vi) Superannuation

1. Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.
2. It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser (s).
3. A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depend upon the employment arrangements for that employee.

4. An Agency's superannuation responsibilities and financial obligations for participating employees depend upon the nature of the employment arrangements for each participating employee.

(vii) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

'Compulsory deductions' include garnishees, salary attachments, court orders, etc.

(viii) Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, employee organisation membership fees etc.) made by the Agency at the request of an employee will continue throughout the period of the Plan.

(ix) Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

(x) Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(xi) Personal Leave

1. Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.
2. Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in

accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

(xii) Parental Leave

Where a participating employee is absent on maternity leave or adoption leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that maternity or adoption leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

(xiv) Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of Excess Time, etc.) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(xv) Long Service Leave

1. Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.
2. Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.
3. Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(xvi) State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

(xvii) Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act* 1988, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

(xviii) Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

50. JURY SERVICE

- a. An employee who is required for jury service is to be granted the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g. parking fees) as determined by the Crown.
- b. An employee must advise the Employer as soon as the notification is received for the requirement to undertake jury service.
- c. When an employee is required for jury service and is on recreation leave the employee is to be credited with the time occupied with the jury service. The employee is to be permitted to take any recredited recreation leave at the end of the original period of leave or at a later date according to the work demands of the Employer.

51. FAMILY VIOLENCE LEAVE

- a. Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence for the purpose of:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.

b. Definitions

- (i) **‘An employee experiencing family violence’** means a person against whom family violence is directed.
- (ii) **‘Family Violence’** is conduct as defined by s 7 of the Family Violence Act 2004 against a member of an employee’s immediate family or household.
- (iii) **‘Household’** means any person or persons who usually reside with the employee.
- (iv) **‘Immediate family’** subject to subclause (c) in respect of an employee includes:

- (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 relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of

any family violence leave would be at the discretion of the employer.

c. Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (b)(iv).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (k).

d. Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 20 days per personal leave year as specified in Part VII, Clause 41(c) (non-cumulative) and is available to an employee who is experiencing family violence. This leave may be taken in hours.
- (ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

e. Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate, as defined.

f. Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no

reasonable request to be denied for immediate and short-term absences.

- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
 - Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
 - Employee Assistance Program (EAP) provider;
 - Specialist counselling or refuge service;
 - Legal or financial service; or
 - Medical/Health practitioner.

g. Access to Personal Leave

An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to the provisions of Part VII, Clause 41(i), Personal Leave.

h. Other Support Options

In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.

i. Employee to Give Notice

- (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:
 - (1) prior notice of the requirement for leave; and
 - (2) the estimated duration of the leave.
- (ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.

j. Contact Officer for Family Violence

- (i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
- (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
- (iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.
- (iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.

k. Casual Employees

- (i) Subject to the provisions of this clause, casual employees who are experiencing family violence are entitled to leave work or to not be available to attend work.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the

absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.

- (iii) The employer must not fail to re-engage a casual employee because the employee has 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.

52. ABORIGINAL CULTURAL LEAVE

a. Purpose of Aboriginal Cultural Leave

Aboriginal Cultural Leave enables an Aboriginal employee to be absent from work to engage in Aboriginal Cultural practices and meet Cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal Cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

b. Definitions

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:
 - (1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
 - (2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.
- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:
 - (1) NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.

- (2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).
 - (3) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with subclause (b)(ii)(1), the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.
- (iii) **‘Cultural obligations’** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.

c. Amount of Aboriginal Cultural Leave

- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VII, Clause 41(c)(non-cumulative). This leave may be taken in hours.
- (ii) Aboriginal Cultural Leave may be taken for part of a single day.
- (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
- (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.

d. Payment of Aboriginal Cultural Leave

- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.

e. Notice and Application

- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
- (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
- (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.

f. Casual Employees

- (i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is 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 circumstances described in sub-clauses (a) and (b).
- (iii) A casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because that employee has 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.

53. DISABILITY LEAVE

a. Purpose

- (i) Disability leave is available to an employee to enable them to be absent from duty for the purpose of activities (including attending appointments) associated with their long-term physical or psychological disability.

b. Eligibility

- (i) Disability leave is available to an employee (except for a casual employee) who lives with a disability.
- (ii) For the purpose of this clause, disability is defined as a long-term physical, mental, cognitive, intellectual or sensory impairment.
- (iii) The entitlement for casual employees is provided at subclause (g).

c. Entitlement

- (i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VII, Clause 41(c).
- (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.
- (iii) Disability leave is available from the first day of appointment.
- (iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.
- (v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:
 - (1) To attend an appointment with a registered health practitioner.
 - (2) To attend treatment, rehabilitation, therapy or counselling.
 - (3) To attend tests or assessments.
 - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
 - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
- (vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.
- (vii) Disability Leave may be taken for part of a single day.

(viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VII, Clause 41.

d. Notice and Evidence Requirements

- (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
- (ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.
- (iii) Documentary evidence may include any of the following:
 - (1) A medical certificate from a registered health practitioner operating within their scope of practice;
 - (2) A written referral, issued by a registered health practitioner;
 - (3) A statutory declaration;
 - (4) Other reasonable forms of documentation.

e. Rate of Payment

- (i) Disability Leave is paid at the employee's normal salary rate, as defined.

f. Effect on Other Entitlements

- (i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
- (ii) Disability leave will count as continuous service for all purposes.

g. Casual Employees

- (i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.

- (iii) A casual employee is not entitled to any payment for the period of non-attendance.
- (iv) The employer must not fail to re-engage a casual employee because the employee has 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.

54. FOSTER AND KINSHIP CARE LEAVE

a. Purpose

- (i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.

b. Eligibility

- (i) Foster and kinship care leave is available to an employee, other than a casual employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.
- (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
- (iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).

c. Entitlement

- (i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VII, Clause 41(c).
- (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.

- (iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
- (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

d. Notice and Evidence Requirements

- (i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.
- (ii) Documentary evidence may include:
 - (1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;
 - (2) Documents from a registered health practitioner;
 - (3) Documents relating to current and previous court orders granting responsibility for a foster child.

e. Rate of Payment

- (i) Foster and kinship care leave is paid at the employee's normal salary rate.

55. GENDER AFFIRMATION LEAVE

a. Purpose

- (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.

b. Eligibility

- (i) Gender affirmation leave is available to an employee (other than a fixed-term casual employee) who is undergoing a process of affirming their gender.
- (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not

required to be undergoing specific types of changes, including surgery, to access leave under this clause.

c. Entitlement

- (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
 - (1) up to 4 weeks paid leave; and
 - (2) up to 48 weeks unpaid leave.
- (ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:
 - (1) Medical or psychological appointments; or
 - (2) Hormonal appointments; or
 - (3) Surgery and associated appointments; or
 - (4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.
- (iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
- (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.
- (v) An employee may be granted gender affirmation leave from the first day of appointment.
- (vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender

provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).

(vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment.

d. Notice and Evidence Requirements

(i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.

(ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.

(iii) Documentary evidence may include any of the following:

(1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or

(2) A written referral, issued by a registered health practitioner, to a counsellor; and/or

(3) A document issued by a counsellor; and/or

(4) A legal or other document issued by a state, territory or federal government organisation; and/or

(5) A statutory declaration.

e. Rate of Payment

(i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.

f. Effect on Other Entitlements

(i) Paid gender affirmation leave will count as service for all purposes.

(ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.

g. Casual Employees

- (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
- (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.
- (iii) The employer must not fail to re-engage a casual employee because the employee has 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.

56. SURROGACY LEAVE

a. Purpose

- (i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.

b. Definitions

- (i) **'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;
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy, a reasonable expectation of ongoing employment.
- (ii) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees (as defined).
- (iii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking surrogacy 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.

c. Eligibility

- (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the Surrogacy Act 2012 (Tas) (or any successor legislation).
- (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
- (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 40 of this Part.

d. Entitlement

- (i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
- (ii) The six weeks paid leave is to be taken in a consecutive period.

e. Commencement and Period of Surrogacy Leave

- (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
- (ii) An employee who returns 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.
- (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 58(i) of this Part.
- (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.

f. Continuing to Work While Pregnant

- (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.

g. 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 their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy 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 pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.

h. Rate of Payment

- (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).

i. Surrogacy Leave and Other Entitlements

- (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
- (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.

j. Special Surrogacy Leave

- (i) An employee who has not yet commenced surrogacy 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 surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.

- (ii) 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 access six weeks paid surrogacy leave.

k. Notice and Evidence Requirements

- (i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy 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 surrogacy leave and the period of leave to be taken.
- (ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
- (iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

PART VIII – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE RESOLUTION

57. CONSULTATION AND CHANGE

- a. Where an Agency proposes changes in work arrangements and practices that are likely to impact employees, the Agency is to consult with the employees who may be affected by the proposed changes and the relevant employee organisation/s prior to a final decision being made to implement that change.
- b. Consultation is undertaken because all parties acknowledge that by discussing proposed changes with the employees who may be affected by the change and giving consideration to their views and feedback, a better informed decision occurs.
- c. Consultation is not joint decision making or a barrier to the prerogative of management to make decisions; nor is it simply advice on what is about to happen. It is a process that informs affected employees about proposed change and provides them with a genuine opportunity to influence the outcome before a final decision is made.
- d. While employees should be consulted on all change that is likely to affect them the extent of any consultation process should be based on the materiality or impact of the change and the number of employees likely to be impacted by the change.
- e. Employees and the relevant employee organisation/s should be provided with access to relevant information about a change proposal, be given a reasonable opportunity to provide feedback and be provided with a response to any reasonable alternatives put forward.
- f. Consultation should involve four clear stages:
 - (i) Formulation of ideas or proposals;
 - (ii) Consultation on a proposal;
 - (iii) Considering responses and providing feedback; and
 - (iv) Making a final decision and implementing it.
- g. Agencies are to maintain a register of changes subject to this process. The Employer will maintain a register of major changes subject to this process.

Employees and relevant employee organisation/s may request access to these registers.

- h. Subject to subclauses (g) and (h), in the event that outsourcing of a service or services supplied by an Agency is under consideration by that Agency, consultation is to occur in line with this clause. This will include identification of the actual service, program and functions to be outsourced, the services, programs and functions that are to remain, reasons and impact on employees.
- i. Where the outsourcing of an in-house service is being considered by an Agency and that service will continue to be provided within the State Service, but by an external organisation, information will be provided on the following matters as a minimum:
 - (i) The current cost of the service;
 - (ii) Impact on current employment arrangements, including salaries, job security and reasons for outsourcing;
 - (iii) Future costs, where available, including contract management costs on an outsourced service, program or function;
 - (iv) Description of the service, program or functions to be outsources and those that are to remain;
 - (v) Service quality requirements;
 - (vi) Risk assessment should the outsourced provider cease to continue the service
- j. Prior to the implementation of a decision to tender Agencies will provide the opportunity for the employees and /or their employee organisation to submit a case to meet the requirements for undertaking the service, program or function.

58. EMPLOYEE ORGANISATION MEETINGS

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

59. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. It is agreed that steps (b) to (c) specified in this clause shall take place within seven days.
- f. 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.
- g. 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.
- h. The foregoing grievance and dispute settling procedure is without prejudice to any statutory rights available to an employee under the provisions of the State Service Act 2000.



29 September 2025

APPENDIX 1 – LEAVE and HOURS of WORK TABLE

The Leave Table details the obligation for payment of allowances and benefits during leave and hours of work.

TYPE	CLAUSE NUMBER	CPD ALLOWANCE	MOTOR VEHICLE SUPPLIED	MOTOR VEHICLE ALLOWANCE	COMMUNICATIONS ALLOWANCE	MANAGEMENT ALLOWANCE	ON CALL ALLOWANCE	PRIVATE PRACTICE NW HOSPITALS	MARKET ALLOWANCE
ORDINARY HOURS	35	Y	Y	Y	Y	Y	Y	Y	Y
EXCESS TIME (FOR PENALTIES)	37	N	N	N	N	Y	N	N	N
EXCESS TIME (FOR TOIL)	37	Y	Y	Y	Y	Y	Y	Y	Y
RECREATION LEAVE	47	Y	Y	Y	Y	Y	Y	Y	Y
COMPASSIONATE AND BEREAVEMENT LEAVE	46	Y	Y	Y	Y	Y	Y	Y	Y
CPD LEAVE	50	Y	Y	Y	Y	Y	Y	Y	Y
EXAMINATION LEAVE	50	Y	Y	Y	Y	Y	Y	Y	Y
JURY SERVICE	53	Y	Y	Y	Y	Y	Y	Y	Y
LONG SERVICE LEAVE	LSL Act	Y	Y	Y	Y	Y	N	Y	Y
PARENTAL LEAVE- PAID	43	Y	Y	Y	Y	Y	Y	Y	Y
PARENTAL LEAVE UNPAID (UP TO 12 MONTHS TOTAL LEAVE)	43	N	Y	Y	N	N	N	N	N
Additional unpaid Parental leave beyond 12 months	43	N	EMPLOY ER DISCRETI ON	EMPLOY ER DISCRETI ON	N	N	N	N	N
SABBATICAL LEAVE 28 DAYS OR LESS	49	Y	Y	Y	Y	Y	Y	Y	Y
PERSONAL LEAVE	44	Y	Y	Y	Y	Y	Y	Y	Y
DEFENCE FORCE LEAVE	51	Y	Y	Y	Y	Y	Y	Y	Y
Holidays with Pay (including public holidays)	42	Y	Y	Y	Y	Y	Y	Y	Y