

Department of Health and Human Services

Industrial Relations Act 1984
Section 55

Salaried Medical Practitioners

Industrial Agreement 2006

Between the

Minister Administering the State Service Act 2000

and the

Tasmanian Salaried Medical Practitioners Society

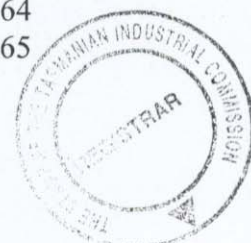


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2. PARTIES TO THE AGREEMENT

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

3. PURPOSE OF THE AGREEMENT

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

4. EMPLOYEES COVERED

This Agreement is made in respect of people employed in the Department of Health and Human Services who are medical practitioners and occupy a position covered by this Agreement (as specified in Schedule 1 of this Agreement).

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect on and from the first full pay period commencing on or after 1 July 2006 and shall remain in force until 1 July 2009.

6. RELATIONSHIP TO RELEVANT AWARD/AGREEMENT

The terms of this Agreement supersede and replace the *Salaried Medical Practitioners Industrial Agreement 2003*.

7. DEFINITIONS

(a) Classification Definitions

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

'Medical Practitioner in Training Level I' (Intern) is a medical practitioner who holds conditional registration under the provisions of the Medical Practitioners Registration Act 1996 and is employed in a position normally occupied by an Intern.

'Medical Practitioner In Training - Level II' (Resident) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners Registration Act 1996 and has had a minimum of one year's post graduate experience. 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 Level I' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners Registration Act 1996 and has had a minimum of four year's relevant post graduate experience.

'Medical Practitioner Level II' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners



Registration Act 1996 and has a minimum of six years' post graduate experience.

'Medical Practitioner Level III' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of eight year's post graduate experience.

'Medical Practitioner Level IV' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of ten year's relevant post graduate experience.

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

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

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

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

'Specialist Medical Practitioner in Training - Level I' (Registrar) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and who has had a minimum of two year's post graduate experience and is undertaking a course of study to obtain a specialist qualification which is recognised under the provisions of the Commonwealth/State Agreement on Mutual Recognition. To be employed at this level the medical practitioner must be employed in a recognised Registrar position.

'Specialist Medical Practitioner In Training Level II' (Senior Registrar) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 who has successfully completed all examination requirements for a qualification accepted as a specialist in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, and is within 12 months of having that qualification conferred.



(b) **General Definitions**

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

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

'Employee' means a person employed by the employer and occupying a position classified in this Agreement.

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

'Full-time employee' means an employee engaged to work for the full ordinary hours prescribed in this Agreement.

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

'Hourly rate' for the purposes of calculating penalty payments to be made to the appropriate employees shall be ascertained by dividing the weekly rate by 38.

'Medical practitioner' means a person duly registered as such under the provisions of the Medical Practitioners Registration Act 1996, and shall include a person holding general, conditional or conditional registration for special purposes, registration.

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

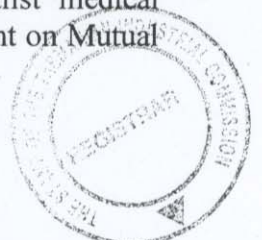
'Part-time employee' means an employee other than a full-time employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

'Penalty payment' means the hourly rate or payment prescribed in the Agreement for time worked in excess of the prescribed weekly minimum or outside the prescribed spread of hours.

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

'Specialist Medical Practitioner' means a medical practitioner, as defined, who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition.

'Specialist Medical Practitioner in Training' means a medical practitioner, as defined, and is undertaking a course of study to obtain a classification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition.



'Fixed term employee' means an employee, other than a Medical Practitioner in Training, or specialist medical practitioner in training, who:

- (i) is specifically employed to relieve a full-time or part-time employee for specific periods of leave; or
- (ii) is specifically employed for specific duties over a fixed period determined by the employer.

'Total remuneration package' means the amount of an employee's base salary and includes all allowances prior to making a salary sacrifice under this Agreement.

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

8. SALARIES

An employee appointed or promoted to a position within a level prescribed by this Agreement shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Schedule 1 of this Agreement.

(a) Nexus Rationale

The nexus salary arrangement provided for in this Agreement is based on the determination of a single national average base salary derived from an averaging of the base salary rates applying at the top of the non-promotable classification level for the equivalent classification in all other Australian States and Territories.

That national average base salary rate is then compared to the base salary rate applying at the top of the non-promotable classification level in Tasmania (for the purpose of this Agreement this shall be determined at the classification Specialist Medical Practitioner Level 3). In circumstances where the national average at 31st March exceeds the Tasmanian rate at 31st March, including ratified Agreement increases up to and including 1st July, the percentage difference is applied to all classification salary points as prescribed in Schedule 3. The resultant salary increase is then payable from the first full pay period commencing on or after the 1st July of the review year.

The equivalent classifications utilised to determine the national average base salary rate are detailed in Schedule 4 of this Agreement.

(b) 2006 Salary Nexus

In 2006, Medical Practitioners shall be paid in accordance with Schedule 3 of this Agreement.

(c) Future Increases

For the life of this Agreement, an annual review of base salary rates applying at the top of the non-promotable classification level (Specialist Medical Practitioner Level 3) will be undertaken by reference to the equivalent classification in all other Australian States and Territories as prescribed in Schedule 4 of this Agreement.



The annual review will consider the base salary rates applying to the equivalent classifications as at the 31st March 2007 and the 31st March 2008, and will include ratified Agreement increases up to and including 1st July of the review year, in order to determine the national average. Any resultant percentage increase will be paid from the first full pay period commencing on or after the 1st of July in each of those years.

(d) Calculation of fortnightly and hourly salary

(i) An employee's fortnightly salary is to be calculated by the following formula:

$$\frac{\text{Annual Salary}}{1} \times \frac{10}{\text{Total Number of Working Days}} = \text{Fortnightly Salary}$$

where the "Total Number of Working Days" represents the number of calendar days, exclusive of Saturdays and Sundays, within the financial year commencing 1 July each year (i.e. 260, 261 or 262).

(ii) An employee's hourly salary is to be calculated by dividing the fortnightly salary derived from paragraph (i) by the number of ordinary working hours per fortnight of that employee.

(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) A fixed-term employee's terms of engagement shall be by the hour with a minimum payment of three hours for each day worked.

(iii) Leave entitlements and loading in lieu of such entitlements are set out in the table below.

	<19 hours per week	≥19 hours per week
Permanent Employees	Employees will accrue leave entitlements of a full time employee on a pro-rata basis; unless they elect to receive 20% loading in lieu of such entitlements.	Employees automatically receive leave entitlements of a full time employee on a pro rata basis.
Fixed Term Employees	Employees automatically receive 20% loading in lieu of leave entitlements.	Employees employed for a period < 3 months will automatically receive 20 % loading in lieu of leave entitlements; Employees employed for a period > 3 months automatically receive leave entitlements of a full time employee on a pro rata basis.

(f) Salary Sacrifice

An Employee covered by this Agreement may elect to sacrifice a proportion of the salary payable



to them under this Agreement to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

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

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

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

(g) Salary Packaging

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

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

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

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

Where the employee ceases to be employed by the employer in a Public Hospital or Ambulance Service, the salary packaging arrangement will cease to apply as at the date of cessation.

(h) Salary Aggregation

Medical Practitioners, as defined, excluding Medical Practitioners in Training, may elect to aggregate a proportion of their salary, on call, call back, excess time and other remuneration.

9. ABANDONMENT OF EMPLOYMENT

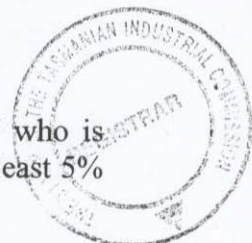
This Clause is covered by Section 13 of the *State Service Regulations 2001*.

10. ALLOWANCES

Allowances under this clause will be considered as salary for the purposes of calculating penalty rates and allowances under this Agreement where not specifically excluded under Clause 8 – Salaries, subclause (e) of this Agreement and for superannuation purposes.

(a) Managerial Allowance

A Medical Practitioner Level III or IV or Specialist Medical Practitioner Level I to IV who is appointed as a director or head of a Department/Division shall be paid an allowance of at least 5%



of their base salary for the duration of that appointment.

(b) Qualification Allowance

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

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

An allowance of 3% of the base salary of a Specialist Medical Practitioner in Training Level I, Year 4 shall be paid to employees occupying approved training positions following the presentation of evidence of successful completion of all examinations for a specialist qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, relevant to the employment of the Medical Practitioner as approved by the Head of Agency to :

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

(c) Meal Allowance (see 'Meals' Clause 18)

(d) Travel Allowances

Employees covered by this Agreement will be entitled to Travel Allowances in accordance with the *General Conditions of Employment Award* (as varied from time to time).

11. BOARD AND LODGING

Employees covered by this Agreement will be subject to the provisions specified in the *General Conditions of Employment Award* relating to Board and Lodging (as varied from time to time).

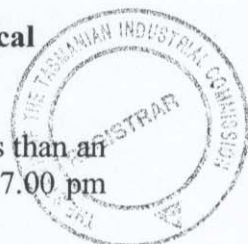
12. EMPLOYEE ORGANISATION MEETINGS

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

13. HOURS OF WORK

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

The ordinary hours of work for a full-time employee shall be 38 hours per week or not less than an average of 76 hours per fortnight to be worked between the spread of hours 7.00 am to 7.00 pm



Monday to Friday, in accordance with roster periods of not more than 10 hours exclusive of a meal break of customary duration.

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

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

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

(i) The ordinary hours of work for a full time employee, other than medical practitioners in training and specialist medical practitioners in training, shall be 76 hours per fortnight to be worked between the hours of 7.00 am and 7.00 pm, Monday to Friday, except where by mutual agreement between the employee and the employer the ordinary hours of work are as per subclause (a) of this clause.

(ii) Work Outside the Prescribed Spread of Hours

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

(c) Loading

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

(1) Monday to Friday - ordinary time rates;

(2) Saturday and Sunday - 150% or time and one half;

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

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

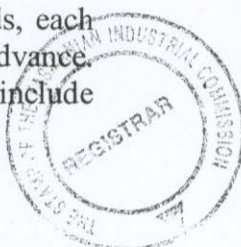
(1) Monday to Friday - 125% or time and one quarter;

(2) Saturday and Sunday - 150% or time and one half;

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

(d) Reasonable notice of roster

Where an employee is rostered outside the spread of hours on weekdays or on weekends, each employee shall work in accordance with a roster to be drawn up at least four weeks in advance. Such roster shall indicate the days and times which the employee shall work in and may include



additional hours of rostered duty. Any alterations to the roster shall be mutually agreed between the Head of Agency and the majority of employees affected by any change in the roster.

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

PROVIDED ALWAYS that an employee's roster and his or her place on such roster shall not be changed, except subject to the availability of the employee on one weeks notice of such change or payment of the penalty rates set forth in Clause 14 - Excess Time, subclause (a)(i)(1 and 2) of this Agreement. So far as employees present themselves for work in accordance therewith the hours of work shall be specified in the roster.

14. EXCESS TIME

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

(a) Full-Time Employees

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

(1) From **76 hours to 80 hours** - 125%, or time and one quarter, except when the excess hours are worked on a Saturday or Sunday in which case the loading shall be 150% or time and one half.

(2) More than **80 hours** - 200% or double time.

(ii) All work in excess of the average 76 hours per fortnightly pay period and approved by the Head of Agency, performed by employees other than those specified in subclause (a)(i) hereof, 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.

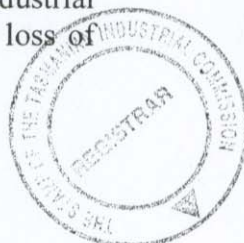
(b) Part-Time Employees

(i) Medical Practitioners in Training Level I-II and Specialist Medical Practitioners in Training Level I-II who work in excess of 38 hours per week or 10 hours per day and approved by the Head of Agency will be paid in accordance with subclause (a)(i) hereof.

(ii) All other part-time employees shall accrue excess time in accordance with subclause (a)(ii) hereof.

15. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

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



(a) In the first instance, the employee(s) and/or local employee organisation representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor. The local employee organisation representative shall be present if requested by either party.

(b) If the grievance or dispute is not settled at that stage, the matter shall be referred to the unit, service or departmental head. The local employee organisation representative shall be present if requested by either party.

(c) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and a nominated representative of the executive of the employee organisation.

(d) It is agreed that steps (a) to (c) specified in this clause shall take place within seven days.

(e) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.

(f) Until the grievance/dispute is resolved through any or all of the steps (a) to (e) specified in this clause, work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose, except that the employer may require that the employee undertake alternative professional duties for which the employee is appropriately trained to perform without loss of salary where the grievance/dispute relates to professional misconduct or the provision of patient care. No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of work as above.

(g) The foregoing grievance and dispute settling procedure is without prejudice to any statutory rights available to an employee under the provisions of the *State Service Act 2000*.

16. HOLIDAYS WITH PAY

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

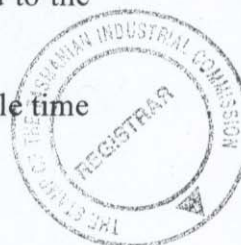
Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day, Hobart Regatta Day (south of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or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

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

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

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

PROVIDED that no employee shall receive in aggregate more than the equivalent of double time



and one half.

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

(e) An employee required to work on any of the holidays mentioned in subclause (a) hereof, 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 part-time employees ordinary hours of work coincides with any of the holidays prescribed in subclause (a) then a part-time employee will be paid in accordance with his/her ordinary hours for that day.

PROVIDED that if a part-time employee is required to work on a holiday with pay as prescribed in subclause (a), then the employee will be entitled to the appropriate penalty payment specified in Clause 14 – Excess Time of this Agreement.

17. LEAVE

(a) Bereavement Leave

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

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

(ii) Entitlement will increase to ten (10) days paid leave in respect of the death of a mother, father, partner or child, with discretion for the Head of Agency to grant additional paid leave.

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

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

(b) Professional Development Leave

(i) Specialist Medical Practitioners

(A) Sabbatical Leave and Expenses

(1) At the completion of every five 5 years service as a Specialist Medical



Practitioner, an employee shall accrue 65 working days leave for the purpose of participating in professional development programs. Employees shall not accrue more than 65 days.

(2) Notwithstanding the above, after two (2) years of service an employee may access sabbatical leave entitlements on a pro rata basis.

(3) Applications for all professional development 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.

(4) 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.

(5) Employees shall have no further entitlement to study or examination leave as provided in other State Service provisions or Departmental policies.

(6) Leave accrued under this clause cannot be converted to a cash entitlement.

(7) Specialist Medical Practitioners who undertake an approved professional development program shall be entitled to the following benefits every five years:

- Actual cost of travel expenses up to the value of an around the world fare at excursion rates; and,
- Daily living allowances at the rate prescribed in this Agreement for up to 65 working days with appropriate inclusion of weekends, or in the absence of such prescription, an allowance approved by the Head of Agency.

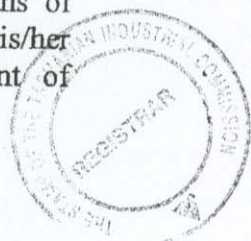
(B) Annual Professional Development Leave

Specialist Medical Practitioners and Medical Practitioners Level IV shall be entitled to up to 10 days leave per year for the purpose of conference attendance and other professional development activities. Employees shall not accrue more than 20 days.

(C) Annual Professional Development, Teaching, Education and Research Fund.

Re-imbursement of expenses for Teaching, Education and Research can be accessed by Specialist Medical Practitioners and Medical Practitioners Level IV to a maximum of \$12,500 plus an annual CPI adjustment, per financial year. Funds can be used for the development of medical knowledge and skills and for the ongoing imparting of that knowledge and skills including travel and other expenses for annual professional development leave. Access to this funding will be subject to appropriate prior approval with expenses to be reimbursed or appropriately acquitted.

Re-imbursements that are paid by the employer within the first 12 months of employment are paid on the condition that if an employee terminates his/her employment prior to the expiration of 12 months from commencement of employment, the employee will repay expenses on a pro rata basis.



(ii) Employees Other than Specialist Medical Practitioners

Employees other than Specialist Medical Practitioners and Medical Practitioners Level IV may be entitled to up to 10 days leave per year for the purpose of professional development. Employees shall not accrue more than 20 days.

Leave under this clause may be approved for development activities that have direct relation to an employee's employment including:

- Attendance at examinations;
- Study for examinations;
- Attendance at approved seminars;
- Attendance at approved conferences; and,
- Travel to and from approved activities.

Employees shall have no further entitlement to study or examination leave as provided in other State Service provisions or Agency policies.

Leave accrued under this clause cannot be converted to a cash entitlement.

(c) Leave Without Pay

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

(d) Parental Leave

Subject to the terms of Schedule 2 of this Agreement, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(e) Recreation Leave

(i) Quantum of Leave

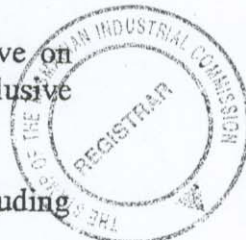
All full time employees, excluding those who are paid an allowance under the provision of Clause 8 - Salaries, subclause (e) - Fixed Term and Part-time Employees of this Agreement, shall receive 20 working days recreation leave on completion of each year of service which shall be paid at the employees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

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

(ii) Additional Leave

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

(1) Employees whose hours of work are in accordance with Clause 13(a), including



(1) Employees whose hours of work are in accordance with Clause 13(a), including those employees other than Medical Practitioner in Training and Specialist Medical Practitioner in Training who by agreement participate in an after hours roster and whose hours of work are in accordance with Clause 13(a).

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

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

(iii) Recreation leave shall be given at a time fixed by the Head of Agency within a period, where possible, not exceeding six (6) months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee.

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

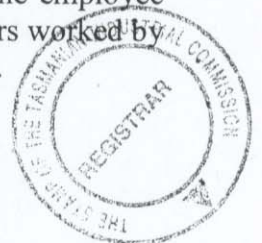
(iv) Except as provided in subclause (d) - Parental Leave and subclause (e) - Recreation Leave of this clause and Clause 8 - Salaries, subclause (e) - Fixed Term and Part-time Employees of this Agreement payment shall not be made or accepted in lieu of recreation leave.

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

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

- 15.83 hours for each completed month of continuous service, for those employees entitled to 4 weeks leave and an additional one week leave for being on-call.
- 12.67 hours for each completed month of continuous service, for those employees not entitled to the additional one week leave.

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



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

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

(ix) For an employee working in accordance with Clause 13, Hours of Work, subclause (a), recreation leave shall not exceed a maximum of 38 hours in any seven (7) day period.

(f) Relief

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

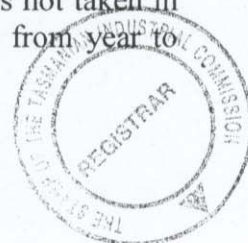
PROVIDED that part-time employees sharing the same duties will agree to cover the duties for each other wherever practicable.

(g) Sick Leave

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

An employee shall:

- (1) Not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation;
- (2) Except in exceptional circumstances, within the 24 hours of the commencement of such absence, inform the Head of Agency of his/her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence;
- (3) Prove to the satisfaction of the Head of Agency that he/she was unable, on account of such illness or injury to attend for duty on the day or days on which sick leave is claimed;
- (4) Be entitled in the first year of service to 12 hours 40 minutes for each completed month of service and thereafter 152 hours per year. If the full period of sick leave is not taken in any year, such proportion as is not taken shall be cumulative and available from year to year without limitation.



(5) Receive sick leave at a rate not exceeding a maximum of 38 hours for any week.

PROVIDED that for part-time employees such leave and payment for such leave will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to that ordinary hours worked by an equivalent full-time employee, unless otherwise provided under Clause 8.

(ii) Notwithstanding any other provisions in this clause, an employee who on examination reveals a changed Mantoux reaction in the course of their duties or who contracts any nosocomial infection or colonisation, the same having been certified to by a medical practitioner approved by the Head of Agency, shall, without prejudice to the operation of Regulation 26 of the State Service Regulations 2001 be granted leave on full pay for a period of up to 12 weeks. During any period of time in which the sub-clause applies to an employee, that employee shall be regarded as remaining in the employment of the health service facility for the purposes of the Workers' Rehabilitation and Compensation Act 1988.

PROVIDED that for part-time employees such leave and payment for such leave will be calculated pro rata in accordance with the ratio of part-time ordinary hours worked by that employee to that ordinary hours worked by an equivalent full-time employee, unless otherwise provided under Clause 8.

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

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

(iv) For the purposes of paragraph (ii) nosocomial infection or colonisation shall include Multiply resistant Staphylococcus aureus, other multi-resistant organisms, Hepatitis B or C, Tuberculosis, HIV positive status or Acquired Immune Deficiency Syndrome or any other nosocomial infection contracted by the employee in performing his or her duties.

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

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

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

(viii) Medical certificates are to be provided where an employee is absent on sick leave for three consecutive working days or more. Certificates are to be provided for any leave taken



due to sickness in excess of 38 hours in the aggregate in any one sick leave year.

(ix) A fixed term employee (as defined), for the purposes of paragraphs (i), (v) and (vi) of this clause, does not include a fixed term employee who receives a rate of remuneration that excludes the right to any sick leave entitlements as specified in Clause 8 - Salaries, subclause (e) - Fixed Term and Part-time Employees of this Agreement.

(h) Carers Leave

(i) An employee may apply for leave to enable that employee to provide care to an ill person who is a member of the employee's immediate family or household.

(ii) Unless otherwise granted by the employer, carer's leave may only be granted to an employee in respect of an ill person referred to in subclause (i) if no other person has been granted leave to provide care to the ill person.

(iii) Carer's leave may be granted to an employee for part of a day and up to a maximum of 5 days in any sick leave year.

(iv) The employer, before granting carer's leave to an employee, may require the employee to produce a medical certificate or statutory declaration to establish that a person who is a member of the employee's immediate family or household is ill and requires care by another.

(v) Carer's leave forms part of, and is not in addition to, sick leave entitlements under Clause 17 - Leave, subclause (g) - Sick Leave.

(vi) Each day or part of carer's leave granted to an employee is to be deducted from the employee's sick leave entitlements under Clause 17 -Leave, subclause (g) - Sick Leave.

18. MEALS

(a) Meal Allowances

Employees covered by this Agreement will be entitled to Meal Allowances in accordance with the *General Conditions of Employment Award* (as varied from time to time).

(b) Meal Breaks

(i) An unpaid meal break of 60 minutes during which the employee is released from all duties which would restrict the employee to his/her place of work or to remain on-call shall be taken no later than five hours after the commencement of ordinary hours of work or between midday and 2.00pm. Where an emergency or a work requirement approved by 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 Head of Agency.



(c) Meals on Duty

Where an employee not subject to subclause (a) hereof, is supplied meals on duty, the amount to be paid by such employee in respect of each meal so supplied shall be in accordance with the *General Conditions of Employment Award* (as varied from time to time).

(d) Extra Meals

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

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

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

19. ON CALL

(a) Rostered On-call

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

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

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

- (1) If on a regular on call roster of 1:10 or less frequently - 3% of the employee's base salary;
- (2) If on a regular on call roster of 1:9 - 4% of the employee's base salary;
- (3) If on a regular on call roster of 1:8 - 4.4% of the employee's base salary;
- (4) If on a regular on call roster of 1:7 - 5.5% of the employee's base salary;



- (5) If on a regular on call roster of 1:6 – 6.7% of the employee's base salary;
- (6) If on a regular on call roster of 1:5 – 8% of the employee's base salary;
- (7) If on a regular on call roster of 1:4 – 10% of the employee's base salary;
- (8) If on a regular on call roster of 1:3 – 13.4% of the employee's base salary;
- (9) If on a regular on call roster of 1:2 – 20% of the employee's base salary;
- (10) If permanently on call on a 1:1 roster – a minimum of 25% of the employee's base salary.

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

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

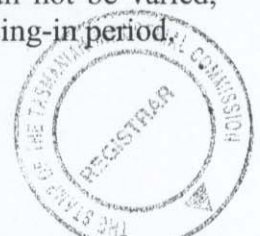
(b) Call Back

- (i) An employee who is recalled 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.
- (ii) 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.
- (iii) 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.
- (iv) The duration of call backs shall include actual travelling time to and from the hospital to a maximum of 15 minutes each way.

20. PAYMENT OF SALARIES

(a) Time and interval of payment

- (i) Wages, including overtime shall be paid during working hours, at intervals of not more than two weeks and not later than the end of rostered day shift on Wednesday.
- (ii) When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
- (iii) Payment of wages shall be by direct deposit into a bank or credit institution nominated by the employee or by another method agreed to between the employer and the employee where direct deposit facilities are not available.
- (iv) The present pay day and time of payment, or method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.



(b) Late payment of wages

(i) Except in circumstances beyond the employer's control and subject to 20(c)(ii) an employee kept waiting for his/her wages on a normal pay day for more than a quarter of an hour after the end of rostered day shift on that day shall be paid waiting time at the rate of time and one half for all time kept so waiting with a minimum payment of a quarter of an hour.

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

PROVIDED allowances prescribed by any Agreement, other than allowances linked to the employee undertaking additional responsibilities shall not be taken into account in the calculation of waiting times prescribed in paragraph (b) subparagraph (i) of this clause.

PROVIDED that no employee shall receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.

(ii) Subject to 20(c)(ii), the provisions of 20(c)(i) shall have no effect in circumstances whereby payment cannot be effected on pay day and the employer and employee agree to an alternative arrangement for payment.

(iii) Should however, the employer fail to effect payment in accordance with the terms of the alternatively agreed arrangement, as provided in 20(c)(ii) the employee shall be deemed to have been kept waiting for his/her wages since pay day and shall therefore be entitled to payment in accordance with 20(c)(i) until such time as payment is effected.

(c) Payment on termination

(i) Where employment is terminated, all wages due shall, where, practicable, be paid to the employee on the day of termination.

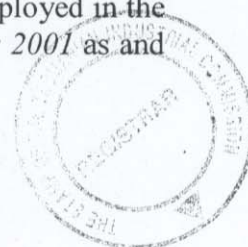
(ii) If payment on the day of termination is not practicable, the controlling authority shall, on the next working day of the pay office, forward all wages due to the employee to the employee's recorded home address, or any other arrangement for payments as may be agreed between the controlling authority and the employee.

21. PROTECTIVE CLOTHING

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

22. REMOVAL EXPENSES

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



Any relocation expenses, in excess of those referred to above, that are paid by the employer are paid on the condition that if an employee with an appointment of 2 years or longer terminates his/her employment prior to the expiration of 2 years from commencement of employment, the employee will repay these excess relocation expenses on a pro rata basis in respect of the period of 2 years which is not served.

23. REST PERIOD

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

PROVIDED that where an employee is required to resume duty before having had eight consecutive hours off duty, the subsequent hours worked until released from duty for eight consecutive hours shall be paid in accordance with Clause 14 - Excess Time (a)(i)(1 and 2) of this Agreement.

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

24. STRUCTURAL EFFICIENCY: FACILITATION

(a) Consultative Procedures

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

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

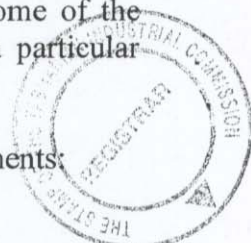
- implementation of structural change;
- training;
- job redesign; and
- workplace arrangements.

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

(b) Employment Agreements

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

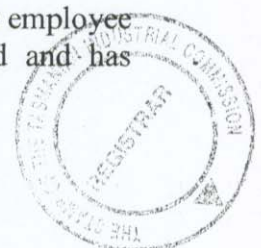
(ii) An Agreement under subclause (b)(i) shall be subject to the following requirements:



- (1) The majority of employees affected by the change must genuinely agree to the change;
 - (2) The Agreement taken as a whole shall not confer a lesser benefit to any employee than is available under this Agreement;
 - (3) The changes shall not affect provisions reflecting national standards;
 - (4) The relevant employee organisation(s) will be advised by the employer of the intention to commence discussions with employees on an Agreement under this clause;
 - (5) The employer and the relevant employee organisation(s) must be party to the Agreement;
 - (6) The relevant employee organisation(s) shall not unreasonably oppose any Agreement where the majority of employees affected by the change genuinely agree to the change.
- (iii) Any enterprise Agreement shall be signed by the parties, being the employer and the employee organisation(s) and contains the following:
- (1) The term of the Agreement;
 - (2) The parties covered by the Agreement;
 - (3) The categories of employees covered by the Agreement;
 - (4) The means by which a party may retire from the Agreement;
 - (5) The means by which the Agreement may be varied; and
 - (6) Where appropriate (and other than provided for under Clause 15 - Grievance and Dispute Settlement Procedure of this Agreement), the means by which any dispute arising in respect to the Agreement may be resolved.
- (iv) Existing facilitative provisions of awards and practices arising from the application of these provisions shall remain unaffected by the foregoing.
- (v) Any Agreement which seeks to vary a provision of this Agreement shall be referred to the Tasmanian Industrial Commission.

(c) Task Broadening

- (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's competence and training and with established quality assurance protocols, provided that such duties are not designed to promote de-skilling or would invalidate or be in conflict with an employee's approved training program or be in conflict with the employee's clinical privileges.
- (ii) The employer may direct an employee to carry out such duties provided that the employee has been appropriately trained and, where applicable, appropriately credentialed and has maintained an ongoing acceptable competence in the performance of such duties.



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

25. TERMINATION OF EMPLOYMENT

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

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

26. TRANSFER OF MEDICAL PRACTITIONERS IN TRAINING

A proposal initiated by the employer to transfer Medical Practitioners in Training shall be limited to such transfers as are necessary to fulfil the established training requirements as set down by bodies recognised under the provisions of the Commonwealth/State Agreement on Mutual Recognition.

27. NON-SALARY BENEFITS

In addition to the salary entitlements provided for under this Agreement, some employees (whether hospital or non-hospital based) may be entitled to the following:

(a) Mobile Phones

Specialist Medical Practitioners Level I to IV will be provided with the use of a mobile phone. Staff will have a choice of phones that will be provided up to a value of \$500. The Department will meet the reasonable cost of calls under the conditions of the Government's agreement with Telstra.

(b) Computers and Internet Access

Full-time Specialist Medical Practitioners Level I to IV will be provided with the use of a lap top computer and internet access (including work and home).

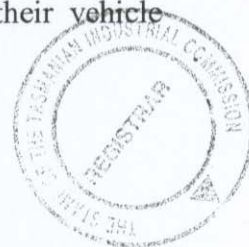
(c) Motor Vehicles

This clause is to be read in conjunction with the Agency's Vehicle Policy and Procedures.

Full-time Specialist Medical Practitioners Level I to IV 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 approved by the Government from time to time.

For the purposes of this Agreement, Specialist Medical Practitioner Level I-III (inclusive) will be equated to SES 2 and Specialist Medical Practitioner Level IV will be equated to SES 3.

As employees progress from a Level III to IV they will be eligible to upgrade their vehicle entitlement at the next vehicle changeover to that applicable to SES 3.



(d) Fuel Cards

Part-time Specialist Medical Practitioners Level I to IV will be provided with the use of a fuel card in respect of a nominated vehicle (the vehicle must be registered in the name of the staff specialist) that can be used to purchase fuel and oil at outlets approved under the current State Government Petroleum Contract.

The card is only to be used for purchasing fuel and oils for the nominated vehicle.

In accordance with Departmental policy, employees are to provide odometer readings at the point of purchase to assist with Department record keeping.

28. CLASSIFICATION STRUCTURE

The parties recognise that in order to compete to attract and retain an effective health workforce that the current Classification Standards, Structure and Definitions require consideration and agree to a joint review throughout the life of this Agreement.

29. NO EXTRA CLAIMS

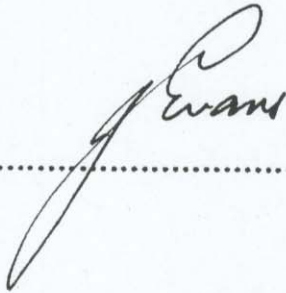
No further claims for additional increases in remuneration and/or conditions of service will be made during the life of this Agreement.



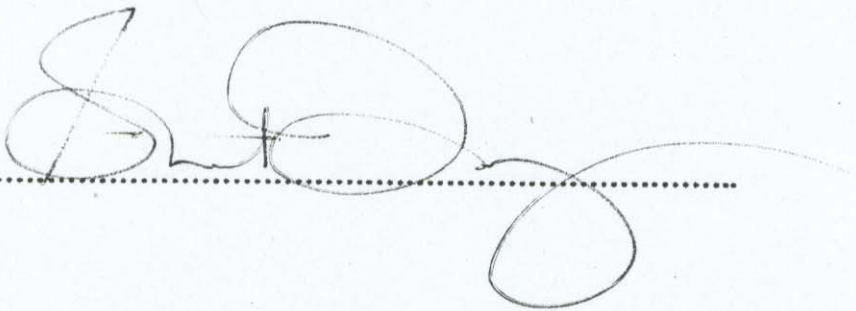
30. SIGNATORIES

This Agreement is made in Hobart on the 10 of JULY 2006

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


.....

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


.....

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



Schedule 1

CLASSIFICATION STANDARDS

'Medical Practitioner in Training - Level I' (Intern) is a medical practitioner who holds conditional registration under the provisions of the Medical Practitioners Registration Act 1996 and is employed in a position normally occupied by an Intern.

Supervision/Direction Received:

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

Level of Responsibility:

An employee at this level is responsible for:

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

Desirable Features/Characteristics of this Level:

An employee at this level:

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

'Medical Practitioner In Training - Level II' (Resident) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has had a minimum of one year's post graduate experience. The entry point of the medical practitioner is determined by post graduate experience in a hospital recognized for teaching by the Australian Medical Council.

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

- functions which are within their skill and competence to perform (as determined by supervising employees);



- adherence to Agency and professional protocols and standards;
- routine medical decisions.

Desirable Features/Characteristics of the Level

An employee at this level:

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

'Medical Practitioner Level I' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has had a minimum of four year's relevant post graduate experience.

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

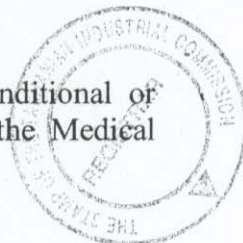
- the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
- adherence to agency and professional protocols and standards;
- maintaining a high level of medical competency.

Desirable Features/Characteristics of the Level

An employee at this level:

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

'Medical Practitioner Level II' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical



Practitioners Registration Act 1996 and has a minimum of six years post graduate experience.

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics of the Level

An employee at this level:

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

'Medical Practitioner Level III' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of eight year's post graduate experience.

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:



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

Desirable Features/Characteristics of the Level

An employee at this level:

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

'Medical Practitioner Level IV' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of ten year's relevant post graduate experience.

Supervision/Direction Received

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

Level of Responsibility

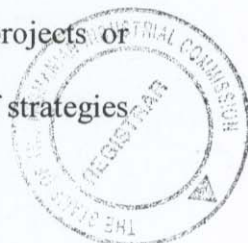
An employee at this level is responsible for:

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

Desirable Features/Characteristics of the Level

An employee at this level:

- receives broad direction and limited supervision from senior medical employees.
- may be appointed as a head of division or department within a hospital.
- is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives.
- participates in the identification of current and future options and the development of strategies



to achieve desired outcomes.

- positions at this level may be identified by significant independence of action within the constraints of organisational policy.
- appointed to a management position is required to plan, organise, direct and control professional medical work relating to the administration of a substantial group of functions, including leading and direction of subordinate medical employees and evaluating work against objectives, establishing and overseeing training and development programs, formulating standards, procedures and policies for the functions under their control.
- has extensive experience in the performance of a wide range of functions directed towards patient management and exercises a high degree of professional judgement.

'Specialist Medical Practitioner in Training - Level I' (Registrar) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and who has had a minimum of two year's post graduate experience and is undertaking a course of study to obtain a specialist qualification which is recognised under the provisions of the Commonwealth/State Agreement on Mutual Recognition. To be employed at this level the medical practitioner must be employed in a recognised Registrar position.

Supervision and Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics

An employee at this level:

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

Administrators at this level may also be required:

- to perform clinical functions in addition to administrative duties;



- to be a member of appropriate committees.

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

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics of the Level

An employee at this level:

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

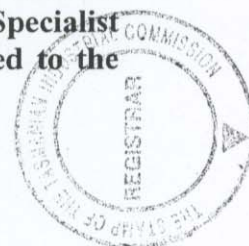
Clinicians at this level may also:

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

Administrators at this level may also:

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

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



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

'Specialist Medical Practitioner Level II' is a medical practitioner as defined and who holds a qualification recognised as a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on Mutual Recognition, which is relevant to his/her appointment.

Supervision/Direction Received

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

Level of Responsibility

Employees at this level are responsible for:

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

Clinicians at this level may also be responsible for:

- have responsibility for the tasks/functions which are within their skill and competence to



- perform;
- have ultimate responsibility for patient care;

Administrators at this level may also be responsible for:

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

Desirable Features/Characteristics of the Level

Clinicians at this level:

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

Administrators at this level:

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

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

Supervision/Direction Received

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



Level of Responsibility

Employees at this level are responsible for:

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

Clinicians at this level may also be responsible for:

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

Administrators at this level are also responsible for:

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

Desirable Features/Characteristics of the Level

Clinicians at this level:

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

Administrators at this level:

- are involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- are expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objectives.
- participate in the identification of current and future options and the development of strategies to achieve desired outcomes.
- must have an extensive knowledge of cost effective management and be able to demonstrate its application in forward planning.



- may be required to be a member of appropriate committees.
- are required to plan, organise, direct and control professional medical work relating to the administration of a substantial group of functions including leading and direction of medical employees and evaluating work against objectives and evaluating work against objectives and establishing and overseeing training and development programs.
- will be responsible for formulating standards, procedures and policies for the functions under their control.

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

Supervision/Direction Received

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

Level of Responsibility

Employees at this level are responsible for:

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

Clinicians at this level are also responsible for:

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

Administrators at this level are also responsible for:

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

Desirable Features/Characteristics of the Level.

Clinicians at this level:

- receive broad direction from a Clinical Director or the Director of Medical Services.
- may be appointed as a head of a division or department in a hospital
- are expected to carry out service delivery, research, teaching and training in a specialised



- area of medicine requiring a high level of professional knowledge and skills.
- have extensive experience in a relevant speciality and exercises a high degree of professional judgement.
- provide expert advice in their speciality to medical employees and patients.
- are expected to be involved in the design, application and assessment of clinical protocols and standards and in reviewing and refining future protocols for patient management.
- provide expert advice on the development and/or provision of medical services in a particular field of medicine, including liaison and advising on the approaches, development, provision, effectiveness or efficiency of relevant medical services.
- are expected to make a major contribution to decision making affecting the continuation, development and implementation of major policy.

Administrators at this level:

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

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

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

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

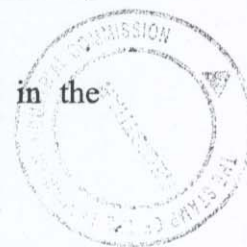
Peer Review Panel (PRP) Assessment Process

The PRP is to assess applications against the classification definition and professional and performance criteria only, and to ensure that all aspects of the assessment criteria are met.

Where information provided by a Specialist Medical Practitioner (SMP) is insufficient to adequately assess an application, the PRP should request the SMP to provide additional information. Such a request should be as specific as possible to the information required.

It should be noted that only information which specifically relates to the assessment criteria may be sought.

The PRP may, with the applicant's written approval, clarify information contained in the



application with the SMP's Medical Director.

Where the additional information does not adequately substantiate a SMP's ability in regard to the professional and performance criteria, the PRP may recommend against appointment to the level IV classification.

Documentation

The PRP shall advise the appropriate delegate in writing of their recommendations, where it is recommended that an applicant not be progressed to the level IV classification, reasons for the decision should be made in as much detail as possible.

Unsuccessful applicants shall be provided with a copy of the reasons why their application failed.

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

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

Clinicians at this level are also responsible for:

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

Administrators are also responsible for:

- medico-legal reporting and patient complaints.
- all medical administrative matters relating to the management of medical employees.
- clinical credentialing and privileges as part of the regional clinical privileges committee.
- the co-ordination of effective medical services to meet budgetary goals.
- and accountable to, the Chief Executive Officer for the effective management of medical services provided and ensuring the maintenance of a high standard of medical practice and quality of care.
- the development of clinical services to meet Board and State Health Care objectives.
- ensuring quality assurance and audit of medical practice of all medical departments is carried out.

Desirable Features/Characteristics of the Level

Clinicians at this level:



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

Administrators at this level:

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

Typical duties of an employee appointed to a position with a classification of Specialist



Medical Practitioners Level I - IV may include but shall not be limited to the following:

- provide expert advice in the relevant specialist fields;
- provide expert advice on the development of and/or provision of medical services in a particular field of medicine;
- undertake undergraduate clinical teaching;
- involvement in the design, application and assessment of clinical protocols and standards;
- Conduct examinations and report findings;
- carry out research in the specialised area of medicine;
- provide supervision and training of post graduate medical staff;
- provide administrative functions for the unit as requested;
- work closely with corresponding health care staff;
- conduct procedures as required;
- plan organise, direct and control material, human and financial resources for a medical program or department;
- initiate/participate in quality assurance activities;
- represents the Agency in a variety of high level forums.



For the purposes of this schedule:

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

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

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

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

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

'Extensive' means large, far reaching, comprehensive.

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

'General direction' refers to situations where detailed or specific instructions are limited to unusual features.

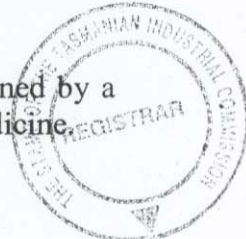
'General supervision' means that general instructions are given and tasks are undertaken to achieve the required outcomes or objectives. Discretion and choice in selecting the most appropriate method for completing the allotted tasks is expected and encouraged.

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

'Higher qualification' means a qualification applicable to the speciality concerned, obtained by a medical practitioner subsequent to graduation and which is recognised under the provisions of the Commonwealth/State Agreement on Mutual Recognition, to be a higher qualification.

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

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



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

The Panel shall consist of:

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

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

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

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

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



Schedule 2

PARENTAL LEAVE

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

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave unless the employee is eligible for up to 12 weeks paid maternity leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

(c) Eligibility for Maternity Leave

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

Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of up to six (6) weeks compulsory leave.

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

(d) Paid Maternity Leave

An eligible female employee will be entitled to up to 12 weeks paid maternity leave.



To be eligible to receive paid maternity leave, a female employee must have had 12 months' continuous employment under the *State Service Act 2000* at the time of commencing maternity leave.

To be eligible for paid maternity leave a female employee must be entitled, as a condition of their employment, to paid sick leave.

A full-time employee who is absent on maternity leave shall be entitled to pay at the ordinary rate:

- (i) Where the absence exceeds 12 weeks – for the first 12 weeks of that absence;
- (ii) Where the absence does not exceed 12 weeks – for the whole of that absence.

A part-time employee who is eligible for paid maternity leave shall be entitled to payment for that leave in the same proportion as that employee's regular weekly hours bear to a full time employee of the same classification.

Periods of paid leave during maternity leave will count as service for all purposes. Periods of unpaid maternity leave will be regarded as leave without pay and will not count as service for any purpose but do not break an employee's continuity of service.

A female employee will not be entitled to paid sick leave either in the paid or unpaid period of maternity leave other than during a period of annual leave or long service leave.

(e) Certification

At the time specified in paragraph (f) hereof, the employee must produce to her employer:

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

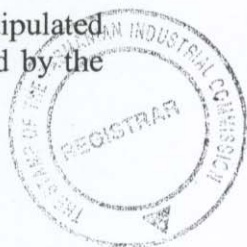
(f) Notice Requirements

An employee shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subclause (e) (i) hereof.

An employee shall give not less than four (4) weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subclause (e) (i) hereof.

An employer, by not less than fourteen (14) days notice in writing to the employee, may require her to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement.

An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause (e) (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.



(g) Transfer to a safe job

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

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

(h) Variation of period of maternity leave

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

(i) The period of maternity leave may be lengthened once only by the employee giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be lengthened.

(ii) The period may be further lengthened by agreement between the employer and the employee.

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

(i) Cancellation of maternity leave

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

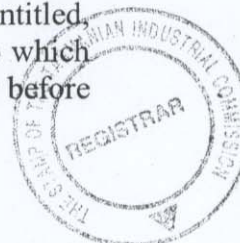
Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four (4) weeks from the date of notice in writing by the employee to the employer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

(j) Special maternity leave and sick leave

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

(i) She shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies necessary before her return to work; or

(ii) For illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.



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

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

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

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

(k) Maternity leave and other entitlements

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

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

(l) Effect of maternity leave on employment

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

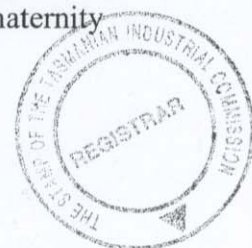
(m) Termination of employment

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

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

(n) Return to work after maternity leave

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



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

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

(o) Replacement employees

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

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

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



PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

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

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

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

(c) Eligibility for Paternity Leave

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

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

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

(d) Certification

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



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

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

(1) He will take that period of paternity leave to become the primary care-giver of the child;

(2) Particulars of any period of maternity leave sought or taken by his spouse; and,

(3) For the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

(i) The employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the Head of Agency notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.

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

(1) The birth occurring earlier than the expected date; or

(2) The death of the mother or the child; or

(3) Other compelling circumstances.

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

(f) Variation of Period of Paternity Leave

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

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

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

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

(g) Cancellation of Paternity Leave

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled.



when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

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

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

(i) Effect of Paternity Leave on Employment

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

(j) Termination of Employment

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

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

(k) Return to Work after Paternity Leave

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

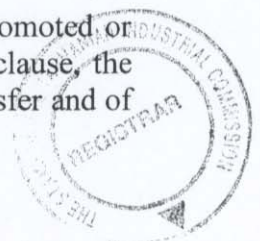
(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to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

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

(l) Replacement Employees

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

(ii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of



the rights of the employee who is being replaced.

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



PART C - ADOPTION LEAVE

(a) Nature of Leave

An employee who provides to the employer a statutory declaration in accordance with subclause (d) will be entitled to a period of twelve (12) weeks paid adoption leave.

(b) Definitions

For the purpose of this part:

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

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

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

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

'Spouse' includes a de facto spouse.

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

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

(c) Eligibility

(i) An employee taking adoption leave with pay as specified in clause (a) hereof, is also entitled to a period of adoption leave without pay, providing the total leave taken does not exceed 52 weeks. The paid component of adoption leave may be taken any time within this 52 week period.

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

(iii) This entitlement of up to 52 weeks shall be reduced by the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

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



(d) Certification

(i) Before taking adoption leave the employee must produce to the employer:

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

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

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

(e) Notice Requirements

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

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

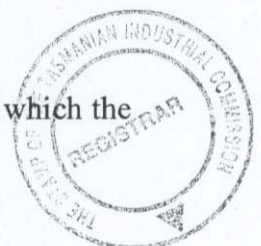
(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the Head of Agency of such date, and of the date of the commencement of any period of leave to be taken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

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

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

(f) Variation of Period of Adoption Leave

(i) Provided the maximum period of adoption leave does not exceed the period to which the



employee is entitled under subclause (c) hereof:

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

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

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

(g) Cancellation of Adoption Leave

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

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

(h) Special Leave

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

(i) Adoption Leave and Other Entitlements

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

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

(j) Effect of Adoption Leave on Employment

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

(k) Termination of Employment

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



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

(l) Return to Work After Adoption Leave

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

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

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

(m) Replacement Employees

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

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

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



PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

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

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

'Spouse' includes a de facto spouse.

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

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

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

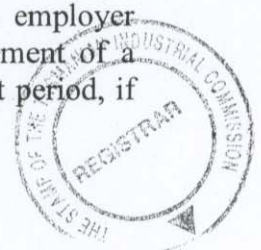
(b) Entitlement

With the agreement of the employer:

- (i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

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



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

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

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

(e) Pro Rata Entitlements

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

(f) Transitional Arrangements - Annual Leave

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

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

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

(g) Transitional Arrangements - Sick Leave

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

(h) Part-time Work Agreement

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

(1) That the employee may work part-time;

(2) Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;



(3) Upon the classification applying to the work to be performed; and

(4) Upon the period of part-time employment.

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

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

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

(i) Termination of Employment

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

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

(j) Extension of Hours of Work

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

(k) Nature of Part-time Work

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

(l) Inconsistent Agreement Provisions

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

(i) Limiting the number of employees who may work part-time;

(ii) Establishing quotas as to the ratio of part-time to full-time employees;

(iii) Prescribing a minimum or maximum number of hours a part-time employee may work;
or

(iv) Requiring consultation with, consent of or monitoring by a union;



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

(m) Replacement Employees

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

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

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

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

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



Schedule 3

Salary Rates for Salaried Medical Practitioners employed within the Department of Health and Human Services.

	Current as at 01/07/05	Payable as at 01/07/06
Medical Practitioner in Training Level I (Intern)	52797	52797
Medical Practitioner in Training Level II (Resident)		
Year 1	56310	56310
Year 2	58755	58755
Year 3	61361	63479
Specialist Medical Practitioner in Training Level I (Registrar)		
Year 1	63169	68344
Year 2	68604	72543
Year 3	71998	77165
Year 4	75396	81124
Specialist Medical Practitioner in Training Level II (Senior Registrar)		
Year 1	89399	90944
Year 2	96707	96707
Medical Practitioner Level I		
Year 1	63169	70267
Year 2	68604	76313
Medical Practitioner Level II		
Year 1	71998	80089
Year 2	75396	83868
Medical Practitioner Level III		
Year 1	79743	88704
Year 2	86262	95956
Medical Practitioner Level IV		
Year 1	92376	102757
Year 2	96451	107289
Year 5	100527	111824
Specialist Medical Practitioner Level I		
Year 1	105451	110305
Year 2	110103	115121
Specialist Medical Practitioner Level II		
Year 1	114755	127650
Year 2	119408	132826



Specialist Medical Practitioner Level III

129875

144469

Specialist Medical Practitioner Level IV

136853

148926



Schedule 4

Nexus Salary Classification Levels for annual review purposes

Tasmania

Specialist Medical Practitioner Level 3

Salaried Medical Practitioners Industrial Agreement 2003

Victoria

Senior Specialist 9th year

Medical Remuneration Review Agreement 2002

Western Australia

Consultant (Year 8)

Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004

South Australia

Senior Consultant Step 9

Department of Health Salaried Medical Officers Enterprise Agreement 2005

Northern Territory

Medical Officer Level 22

Medical Officers (Northern Territory Public Sector) Certified Agreement 2003 - 2006

Queensland

Senior Medical Officer Level 25

Medical Officers' (Queensland Health) Certified Agreement (No. 1) 2005

New South Wales

Staff Specialist Senior

Salary Increase Staff Specialists in Public Hospitals, Health Services and the NSW Ambulance Service covered by the Staff Specialists (State) Award [IB2005_025]

Australian Capital Territory

Senior Specialist

A.C.T. Health Medical Staff Certified Agreement 2005 to 2008



Schedule 5

Rostering Practices

The parties agree that rostering practices will have regard for the principles contained in the AMA National Code of Practice – Hours of Work, Shiftwork and Rostering for Hospital Doctors, in an endeavour to reconcile occupational health and safety requirements with the service needs of hospitals and training requirements and obligations.

A review group will be convened with equal representation from each of the parties to work together on this issue.

It is agreed that where appropriate agreed recommendations will become part of this Agreement by way of formal variation through the Tasmanian Industrial Commission.

This review will have as a major objective the elimination of poor rostering practices and the implementation of appropriate call back guidelines.

