

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award  
s35 application to determine Tasmanian Minimum Wage

**The Minister administering the State Service Act 2000**

(T13917 of 2012)

(T13928 of 2012)

**Tasmanian Trades and Labor Council**

(T13938 of 2012)

**MEDICAL PRACTITIONERS (PUBLIC SECTOR) AWARD**

PRESIDENT P L LEARY  
DEPUTY PRESIDENT T ABEY  
COMMISSIONER B DEEGAN

**Wage Rates - Tasmanian Minimum Wage rate determined at \$606.00pw - s.47AB  
- parental leave clause varied operative date 1 August 2012**

**ORDER BY CONSENT -**

**No. 2 of 2012  
(Consolidated)**

AMEND THE **MEDICAL PRACTITIONERS (PUBLIC SECTOR) AWARD** BY VARYING  
CLAUSE 8(c) TASMANIAN MINIMUM WAGE AND CLAUSE 17(f) PARENTAL LEAVE; AND  
THE AWARD IS CONSOLIDATED:

## **1. TITLE**

This award shall be known as the "Medical Practitioners (Public Sector) Award".

## **2. SCOPE**

Subject to the exceptions and conditions contained herein, this award shall apply to all persons employed on either a full-time or part-time basis under the provisions of the *Tasmanian State Service Act 1984*, who are Medical Practitioners (as defined) and occupy a position covered by this award.

No other award of the Tasmanian Industrial Commission shall apply to employees falling within the Scope of this award.

## **3. ARRANGEMENT**

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#### **4. DATE OF OPERATION**

This award shall come into operation from the beginning of the first full pay period commencing on or after 1 August 2012.

#### **5. SUPERSESION AND SAVINGS**

This award incorporates and supersedes the Medical Practitioners (Public Sector) Award No. 2 of 2007 (Consolidated) and Order No. 1 of 2012.

**PROVIDED** that employees who, prior to the first full pay period commencing on or after 1 October 1994, are in receipt of a salary or wage rate in excess of those herein prescribed shall not have their salary or wage rate reduced as a result of the making of this new award and/or the translation process. If an employee is translated to a position with a lower salary rate than his or her classification under the previous award he or she will continue to receive such previous salary until the appropriate award salary rate catches up.

**PROVIDED ALWAYS** that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

## **6. PARTIES AND PERSONS BOUND**

This award shall apply to and be binding upon: -

- (a) all employees (whether members of a registered organisation or not) for whom classifications appear in this award;
- (b) the following organisation of employees in respect of whom award interest has been determined:
  - (i) Tasmanian Salaried Medical Practitioners' Society and the officers of that organisation and their members for whom classifications appear in this award;
  - (ii) The Community and Public Sector (SPSFT) Inc. and the officers of that organisation and their members for whom classifications appear in this award.
- (c) The Minister administering the State Service Act 2000 in relation to all employees (as defined) for whom classifications appear in this award, whether members of a registered organisation or not.

## **7. DEFINITIONS**

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

- (a) Classification Definitions

**'Medical Practitioner in Training - Class I'** (Intern) is a medical practitioner who holds limited, temporary or provisional registration under the provisions of the *Medical Act 1959*.

### SUPERVISION/DIRECTION RECEIVED:

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

### LEVEL OF RESPONSIBILITY:

- Responsible for functions which are within their skill and competence to perform (as determined by supervising staff).
- Responsible for adherence to hospital and professional protocols and standards

#### DESIRABLE FEATURES/CHARACTERISTICS OF THIS LEVEL

- An employee at this level works under the direct supervision of senior medical staff in order to obtain professional knowledge and experience.
- General features of the work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- Freedom to act is limited 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.
- Employees at this level are required to participate in an extensive training components.
- An employee at this level are expected to liaise closely with other health staff involved in patient care.

**'Medical Practitioner In Training - Class II'** (Resident Medical Officer) is a medical practitioner who holds full registration under the provisions of the Medical Act 1959 and has had a minimum of one year's post graduate experience

#### SUPERVISION/DIRECTION RECEIVED

- General supervision from medical staff to whom they are assigned.
- Receives general direction from supervising staff.

#### LEVEL OF RESPONSIBILITY

- Responsible for functions which are within their skill and competence to perform (as determined by supervising staff).
- Adherence to hospital and professional protocols and standards.
- May make routine medical decisions.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee at this level works under general supervision from senior medical staff in order to further their professional knowledge and experience.
- An employee at this level undertakes a range of activities requiring the application of acquired skills and knowledge at a higher level than required at Class 1.
- General features of work at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise professional judgement.

- An employee at this level participate in extensive training programs. Assistance from supervising staff is available.
- An employee at this level is expected to liaise closely with other health staff involved in patient care and provide assistance to other staff where necessary.

**'Medical Practitioner in Training - Class III'** (Registrar) is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and who has had a minimum of two year's post graduate experience and is undertaking a course of study to obtain a qualification approved by National Specialist Qualification Advisory Committee (NSQAC).

#### SUPERVISION/DIRECTION RECEIVED

- Receives general supervision and direct supervision from medical staff to whom they are assigned in accordance with skill, knowledge and complexity of tasks being performed.
- Receives general direction from specialist medical practitioners.

#### LEVEL OF RESPONSIBILITY

- Responsible for the functions which are within their skill and competence to perform (as determined by supervising staff).
- Adherence to hospital and professional standards and protocols.
- Supervision of Medical Practitioners in Training Class I, Class II and medical students.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- 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.
- An employee at this level is required to provide supervision in accordance with established medical procedures and protocols.

**'Medical Practitioner In Training - Class IV'** (Senior Registrar) is a medical practitioner who holds full registration under the provisions of the Medical Act 1959 who has successfully completed all examination requirements for a qualification accepted as a specialist by NSQAC and is within 12 months of having that qualification conferred.

#### SUPERVISION/DIRECTION RECEIVED

- Limited supervision and general direction received from medical specialist staff to whom they are assigned.

#### LEVEL OF RESPONSIBILITY

- Directly responsible to medical staff to whom they are assigned.

- Responsible for supervision and teaching of Medical Practitioners in Training Class I, Class II, Class III and medical students.
- High degree of clinical decision making. Responsible for a level of clinical privileges determined by the relevant hospital clinical privileges committee.
- Responsible for daily management of unit patients.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee appointed at this level receives only limited supervision and general direction from senior medical staff. Specific instructions are limited to unusual features.
- An employee at this level would have acquired considerable professional experience and would be able to exercise a high degree of professional judgement.
- An employee at this level is required to teach and supervise lower classified staff and provide advice relevant to their speciality.
- An employee at this level is responsible for decision making within their work area.
- An employee at this level is expected to make a considerable contribution to decisions and recommendations affecting the initiation, continuation, development and conduct of departmental programs.
- An employee at this level participate in the evaluation of new concepts and approaches for the solution of complex health issues.
- An employee at his level may be required to participate in an out of hours specialist rosters.

**'Medical Practitioner Class I'** is a medical practitioner who holds full, limited or temporary registration under the Medical Act 1959 and has had a minimum of three year's relevant post graduate experience.

#### SUPERVISION/DIRECTION RECEIVED

- Receives general supervision and direct supervision from the medical staff 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

- Responsible for the functions/tasks which are within their skill and competence to perform (as determined by supervising staff).
- Responsible for the adherence to hospital and professional protocols and standards.

- Responsible for maintaining a high level of medical competency.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

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

**'Medical Practitioner Class II'** is a medical practitioner who holds full registration under the Medical Act 1959 and has a minimum of five years post graduate experience.

#### SUPERVISION/DIRECTION RECEIVED

- Receives general supervision and general direction from medical staff 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

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

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee appointed at this level receives general supervision and general direction from senior staff in accordance with their skill and knowledge and the complexity of the task being performed.
- An employee at this level is expected to exercise a degree of professional judgement higher than that required at Class 1.



- An employee working in a community setting is expected to exercise a high degree of professional judgement and may have ultimate responsibility for patient care.
- An employee at this level is experienced in the performance of a wide range of complex tasks directed towards patient management.
- An employee at this level is expected to make a considerable contribution to decisions and recommendations affecting the initiation, continuation, development and conduct of departmental programs.
- Employees at this level are responsible for decision making within the work area. 'Medical Practitioner Class III' is a medical practitioner who holds full registration under the provisions of the Medical Act 1959 and has a minimum of seven year's post graduate experience.

**'Medical Practitioner Class III'** is a medical practitioner who holds full registration under the provisions of the Medical Act 1959 and has a minimum of seven year's post graduate experience.

#### SUPERVISION/DIRECTION RECEIVED

- Receives general direction and limited supervision from the specialist staff 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

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

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee appointed at this level is required to function independently with only limited supervision and general direction from senior staff. Such an employee may be well advanced in the field/s of clinical medicine, management, teaching and research.

- An employee at this level 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.
- An employee at this level also provides advice on the development and/or provision of medical service.
- An employee at this level may be appointed to the position of deputy director of a division or department within a hospital or program.

**'Medical Practitioner Class IV'** is a medical practitioner who holds full registration under the provisions of the Medical Act 1959 and has a minimum of nine year's relevant post graduate experience and who is appointed as the head of a division or department within a hospital or program.

#### SUPERVISION/DIRECTION RECEIVED

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

#### LEVEL OF RESPONSIBILITY

- Responsible for the tasks/functions which are within their skill and competence to perform.
- Responsible for the adherence to hospital and professional protocols and standards.
- Responsible for the supervision/teaching of staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.
- Responsible for the efficient functioning of the division or department.
- 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 appointed at this level receives broad direction and limited supervision from senior medical staff.
- An employee at this level may be appointed as a head of division or department within a hospital or program.
- An employee at this level is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives.
- An employee at this level 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.
- An employee appointed to a management position 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 subordinate medical staff and evaluating work against objectives, establishing and overseeing training and development programs, formulating standards, procedures and policies for the functions under their control.
- An employee appointed at this level has extensive experience in the performance of a wide range of functions directed towards patient management and exercises a high degree of professional judgement.

#### TYPICAL DUTIES FOR MEDICAL PRACTITIONERS IN TRAINING (Class I - IV) AND MEDICAL PRACTITIONERS (Class I - IV)

The typical duties for employees appointed at these levels 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.

#### MANAGEMENT/ADVISORY DUTIES

- 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 Class I'** is a medical practitioner who is registered under the provisions of the Medical Act 1959 and who holds a specialist qualification accepted by National Specialist Qualifications Advisory Committee (NSQAC) which is relevant to his/her appointment.

#### SUPERVISION/DIRECTION RECEIVED

- Receives limited supervision and general direction from senior medical staff.

#### LEVEL OF RESPONSIBILITY

- Responsible for the tasks/functions which are within their skill and competence to perform.
- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for supervision/teaching of medical staff in accordance with established procedures.

- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.
- High degree of clinical decision making.
- Ultimate responsibility for patient care.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee at this level receives only limited supervision and general direction from senior medical staff.
- An employee at this level would have considerable experience in a speciality and would exercise a high degree of professional judgement.
- An employee at this level is expected to carry out research, consultation and teaching in a specialised area of medicine requiring a high level of professional knowledge and skills.
- An employee at this level is involved in the design, application and assessment of clinical protocols and standards and in the review and refinement of future protocols for patient management.
- An employee at this level is 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.

**'Specialist Medical Practitioner Class II'** is a medical practitioner who is registered under the Medical Act 1959 and holds a specialist qualification accepted by NSQAC 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.

#### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction from senior medical staff.

#### LEVEL OF RESPONSIBILITY

- Responsible for the tasks/functions which are within their skill and competence to perform.
- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for the supervision/teaching of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.

- Required to operate independently with limited reporting.
- High degree of clinical decision making.
- Ultimate responsibility for patient care.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee appointed to this level receives broad direction from a clinical director or Director of Medical Services.
- An employee at this level may be appointed as a head of a division or department within a hospital or program.
- An employee at this level has considerable experience in a relevant speciality and exercises a high degree of professional judgement.
- An employee at this level is 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.
- An employee at this level 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.
- An employee at this level is 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.

**'Specialist Medical Practitioner Class III'** is a medical practitioner who is registered under the provisions of the Medical Act 1959 and who holds a specialist qualification accepted by NSQAC 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

- Receives broad direction from senior medical staff.

#### LEVEL OF RESPONSIBILITY

- Responsible for the tasks/functions which are within their skill and competence to perform.
- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for supervision/teaching of medical staff in accordance with established procedures.

- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.
- High degree of clinical decision making.
- Ultimate responsibility for patient care.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee appointed at this level receives broad direction from a clinical Director or the Director of Medical Services.
- An employee at his level may be appointed as a head of a division or department in a hospital or program
- An employee at this level is 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.
- An employee at this level has extensive experience in a relevant speciality and exercises a high degree of professional judgement.
- An employee at this level provides expert advice in their speciality to medical staff and patients.
- An employee at this level is 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.
- An employee at this level provides 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.
- An employee at this level is expected to make a major contribution to decision making affecting the continuation, development and implementation of major policy.

**'Specialist Medical Practitioner Class IV'** is a medical practitioner who is registered under the provisions of the Medical Act 1959 and holds a specialist qualification accepted by NSQAC 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.

#### SUPERVISION/DIRECTION RECEIVED

- The employer may only give consideration to recommendations on appointments to this level by the peer review panel (as defined) provided that the employee has completed 12 years in the speciality.

#### LEVEL OF RESPONSIBILITY

- Receives broad direction from Clinical or Program Director or Director of Medical Services.
- Responsible for the tasks/functions which are within their skill and competence to perform.
- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for the supervision/teaching of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Is required to operate independently with limited reporting.
- Has a high degree of clinical decision making.
- Has ultimate responsibility for patient care.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

- An employee at this level may be appointed as the head of a division or department within a hospital program.
- An employee at this level carries out research, consultation and teaching in a specialised area of medicine requiring a high level of professional knowledge and skills.
- An employee at this level has extensive experience in his/her speciality and exercises a high degree of professional judgement.
- An employee at this level provides 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.
- An employee at this level provides 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.
- An employee at this level is 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.
- An employee at this level is 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.

- Within broadly stated policies and objectives an employee at this level plans, organises, directs and controls a substantial program of medical and related services or functions of Statewide or regional scope and significance.
- An employee at this level 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.
- In order to be appointed to a position at this level an employee must be assessed and recommended for appointment by the Peer Review Panel (as defined).

#### TYPICAL DUTIES FOR SPECIALIST MEDICAL PRACTITIONERS (Class I - IV)

The typical duties for employees appointed within these levels may include but 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.

**'Deputy Medical Administrator - Class I'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and is undertaking a course of study to obtain a relevant qualification approved by the National Specialist Qualifications Committee (NSQAC).

#### SUPERVISION/DIRECTION RECEIVED

- Receives general direction and general supervision from the Medical Administrator (as defined) .

#### LEVEL OF RESPONSIBILITY

- Responsible for the administrative functions as determined by Medical Administrator (as defined) .
- Adherence to hospital and professional standards and protocols.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Responsible for supervising medical staff in accordance with established procedures.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- possesses a degree of professional knowledge sufficient to exercise professional judgement within defined standards.
- is required to provide supervision in accordance with established medical procedures and protocols.
- may be required to perform clinical functions in addition to administrative duties.
- may be required to be a member of appropriate hospital committees.

**'Deputy Medical Administrator - Class II'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and has successfully completed all examination requirements for a relevant qualification approved by NSQAC and is within 12 months of having that qualification conferred.

#### SUPERVISION/DIRECTION RECEIVED

- Receives general direction and limited supervision from the Medical Administrator (as defined) .

#### LEVEL OF RESPONSIBILITY

- Adherence to hospital and professional standards and protocols.

- Responsible for a level of clinical privileges determined by the relevant hospital clinical privileges committee.
- An employee at this level is responsible for decision making within their work area.
- Responsible for administrative functions as determined by the Medical Administrator (as defined) .
- Responsible for supervision of medical staff in accordance with established procedures.

#### 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.
- may be required to perform clinical functions in addition to administrative duties.
- is expected to make a considerable contribution to decisions and recommendations affecting the initiation, continuation, development and conduct of recognised programs and protocols.
- participates in the evaluation of new concepts and approaches for the solution of complex health issues.
- may be required to perform clinical functions in addition to administrative duties.
- may be required to be a member of appropriate hospital committees.

**'Deputy Medical Administrator - Class III'** is a medical practitioner who is fully registered under the fully registered under the provisions of the Medical Act 1959 and holds a relevant qualification approved by NSQAC and who has been employed in medical administration for at least two years.

#### SUPERVISION/DIRECTION RECEIVED

- Receives general direction and limited supervision from the Medical Administrator (as defined) .

#### LEVEL OF RESPONSIBILITY

- Adherence to hospital and professional standards and protocols.
- Responsible for supervision of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital privileges committee.

- Required to operate independently with limited reporting.
- Responsible for administrative functions as determined by the Medical Administrator (as defined) .

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- would have considerable experience in medical administration and would exercise a high degree of professional judgement.
- is involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures for patient management.
- is expected to provide expert advice and participate in relevant programs to evaluate new concepts and approaches for the solution of complex problems.
- is required to address all medical/administrative matters relating to the management of junior medical staff.
- may be required to perform clinical functions in addition to administrative duties.
- may be required to be a member of appropriate hospital committees.

**'Deputy Medical Administrator - Class IV'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and holds a relevant qualification approved by NSQAC and who has been employed in medical administration for at least four years.

#### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction and limited supervision from the Medical Administrator (as defined) .

#### LEVEL OF RESPONSIBILITY

- Adherence to hospital and professional standards and protocols.
- Responsible for the supervision of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.
- High degree of administrative decision making.

- Responsible for formulating standards, procedures and policies for the functions under their control.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objectives.
- participates in the identification of current and future options and the development strategies to achieve desired outcomes.
- works with significant independence of action within the constraints of organisation policy.
- is required to plan, organise, direct and control professional medical work of junior staff and evaluate work against objectives, and establish and oversee training and development programs.
- has extensive experience in the performance of a wide range of management functions and exercises a high degree of professional judgement.
- may be required to perform clinical functions in addition to administrative duties.

**'Medical Administrator - Class I'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and holds a relevant qualification approved by NSQAC.

#### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction and limited supervision from the Chief Executive Officer/Acute Program Manager.

#### LEVEL OF RESPONSIBILITY

- Adherence to hospital and professional standards and protocols.
- Responsible for the supervision of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.
- High degree of administrative decision making.
- Responsible for maintaining a high degree of medical competency.
- Responsible for medico-legal reporting and patient complaints

## DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objectives.
- participates in the identification of current and future options and the development strategies to achieve desired outcomes.
- works with significant independence of action within the constraints of organisation policy.
- 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 medical staff and evaluating work against objectives and evaluating work against objectives and establishing and overseeing training and development programs.
- has 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 hospital committees.

**'Medical Administrator - Class II'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and holds a relevant qualification approved by NSQAC and who has been employed in medical administration for at least four years.

### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction and limited supervision from the Chief Executive Officer/Acute Program Manager.

### LEVEL OF RESPONSIBILITY

- Responsible for adherence to hospital and professional protocols and standards.
- May be responsible for supervision of medical staff in accordance with established procedures.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Required to operate independently with limited reporting.

- High degree of administrative decision making.
- Responsible for medico-legal reporting and patient complaints.
- Responsible for all medical administrative matters relating to the management of medical staff.

#### DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- is involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- is expected to have involvement in the initiation and formulation of extensive projects or programs which impact on the organisations goals and objectives.
- participates 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 hospital committees.
- 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 medical staff 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.

**'Medical Administrator - Class III'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and holds a relevant qualification approved by NSQAC (as defined) and who has been employed in medical administration for at least eight years.

#### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction and limited supervision from the Chief Executive Officer/Acute Program Manager.

#### LEVEL OF RESPONSIBILITY

- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Responsible for medico-legal reporting and patient complaints.
- Responsible for all medical administrative matters relating to the management of medical staff.
- Responsible for clinical credentialing and privileges as part of the regional clinical privileges committee.
- Responsible for the co-ordination of effective medical services to meet budgetary goals.
- Accountable to the Chief Executive Officer/Program Manager for 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

An employee at this level:

- is involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- provides 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 hospital committees.
- co-ordinates a diverse range of clinical specialty services.

**'Medical Administrator - Class IV'** is a medical practitioner who is fully registered under the provisions of the Medical Act 1959 and holds a qualification approved by NSQAC which is relevant to his/her appointment.

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 specialty subsequent to the gaining of the specialist qualification, and
- he/she has been recommended for appointment to this level by the Peer Review Panel (as defined).

#### SUPERVISION/DIRECTION RECEIVED

- Receives broad direction and limited supervision from the Chief Executive Officer/Acute Program Manager.

#### LEVEL OF RESPONSIBILITY

- Responsible for adherence to hospital and professional protocols and standards.
- Responsible for a level of clinical privileges as determined by the relevant hospital clinical privileges committee.
- Responsible for medico-legal reporting and patient complaints.
- Responsible for all medical administrative matters relating to the management of medical staff.
- Responsible for clinical credentialing and privileges as part of the regional clinical privileges committee.
- Responsible for the co-ordination of effective medical services to meet budgetary goals.
- Accountable to the Chief Executive Officer/Program Manager for the effective management of medical services provided and ensuring the maintenance of a high standard of medical practice and quality of care.
- Responsible for the development of clinical services to meet Board and State Health Care objectives.
- Responsible for ensuring quality assurance and audit of medical practice of all medical departments is carried out.

## DESIRABLE FEATURES/CHARACTERISTICS OF THE LEVEL

An employee at this level:

- is involved in the design, application and assessment of appropriate protocols and standards and in the review and refinement of future protocols and procedures.
- provides 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.
- has 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 hospital committees.
- must be able to co-ordinate a diverse range of clinical specialties and specialists, and have the capacity to see medical clinical matters in the wider context of cost effective health care.
- is 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).

For the purposes of this subclause:

**'broad direction'** means that staff 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 for Public Sector Management.

**'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 (as defined) subsequent to graduation and which is recognised by the National Specialist Qualifications Advisory Committee of Australia to be a higher qualification.

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

**'NSQAC'** means the National Specialist Qualifications Advisory Committee of Australia.

**'post-graduate experience'** means full-time experience in the practice of medicine gained by a medical practitioner (as defined) 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 - Class IV in support of applications of medical practitioners (as defined) employed under this award for progression to Specialist Medical Practitioner - Class IV or Medical Administrator Class IV.

The Panel shall consist of:

- (i) A nominee of the Tasmanian Salaried Medical Practitioners' Society; and
- (ii) A medically qualified nominee of management of the health care facility in which the medical practitioner (as defined) is employed.

**'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 (as defined) subsequent to graduation and which is recognised by the National Specialist Qualifications Advisory Committee of Australia (NSQAC) as a senior qualification.

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

(b) General Definitions:

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

**'employee'** means a medical practitioner (as defined) occupying a position classified in this award.

**'employer'** means the Minister responsible for Public Sector Management.

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

**'Head of Agency'** means the Secretary of the Department of Community and Health Services and his/her delegated representative within the meaning of the *Tasmanian State Service Act 1984*.

**'hourly rate'** for the purposes of calculating penalty payment (as defined)s to be made to the appropriate employees, the hourly rate shall be ascertained by dividing the weekly rate (as defined) by 38.

**'medical administrator'** means an employee appointed to the position of Director or Deputy Director of Medical Services.

**'medical practitioner'** means a person duly registered as such under the provisions of the *Medical Act 1959*, and shall include a person holding full limited, provisional or temporary registration under that Act.

**'medical practitioner in training'** means a person duly registered under the provisions of the *Medical Act 1959* and shall include Intern, Resident Medical Practitioner, Registrar or Senior Registrar.

**'NSQAC'** means the National Specialist Qualifications Advisory Committee of Australia.

**'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 (as defined) or payment prescribed in the award 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 is registered under the provisions of the *Medical Act 1959* and who holds a specialist qualification accepted by National Specialist Qualifications Advisory Committee of Australia (NSQAC).

**'temporary employee'** means an employee, other than a 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 Controlling Authority not exceeding twelve months.

**'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 award shall be paid at the salary rate determined for that level by reference to the relevant classification standards as set out in Clause 7 - Definitions, subclause (a) of this award.

### (a) Full-Time Employees

	Salary per Annum \$
Medical Practitioner in Training Class 1	50379
Medical Practitioner in Training Class II	
Grade 1	53164
Grade 2	55103
Grade 3	57170
Medical Practitioner in Training Class III	
Grade 1	58603
Grade 2	62912
Grade 3	65604
Grade 4	68299
Medical Practitioner in Training Class IV	71745
Medical Practitioner Class 1	
Grade 1	55103
Grade 2	57170
Grade 3	58603
Medical Practitioner Class II	
Grade 1	62912
Grade 2	65604
Grade 3	68299
Medical Practitioner Class III	
Grade 1	76915
Grade 2	81763
Medical Practitioner Class IV	88226

Specialist Medical Practitioner Class I	
Grade 1	81763
Grade 2	84995
Specialist Medical Practitioner Class II	
Grade 1	88226
Grade 2	91459
Specialist Medical Practitioner Class III	98730
Specialist Medical Practitioner Class IV	103577
Deputy Medical Administrator Class I	
Grade 1	58603
Grade 2	62912
Grade 3	65604
Grade 4	68299
Deputy Medical Administrator Class II	71745
Deputy Medical Administrator Class III	
Grade 1	81763
Grade 2	84995
Deputy Medical Administrator Class IV	88226
Medical Administrator Class I	
Grade 1	81763
Grade 2	84995
Medical Administrator Class II	
Grade 1	88253
Grade 2	91459
Medical Administrator Class III	98730
Medical Administrator Class IV	103577



(b) Part-time Employees (as defined) and Temporary Employees (as defined)

- (i) Part-time employees (as defined) shall be paid the proportion that the hours worked bear to the normal weekly rate prescribed for an equivalent full-time employee.
- (ii) Temporary employees (as defined) employed on a full-time basis for a period of less than three months and temporary part-time employees employed for less than 19 hours per week shall be paid in the proportion that the hours worked bear to the normal weekly rate prescribed for the equivalent full-time employee, plus a 20% loading in lieu of entitlements as specified in Clause 10 - Allowances, subclause (c) - Part-time Employees (as defined) and Temporary Employees (as defined) of this award. Full-time temporary employees employed for a period exceeding three months will receive pro rata entitlements for sick leave, recreation leave and payment for holidays with pay as prescribed in Clause 15 - Holidays with Pay. Permanent part-time employees who work less than 19 hours per week will receive leave entitlements for a full-time employee on a pro rata basis unless they elect to receive a 20% loading in lieu of such entitlements.
- (iii) The normal weekly rate means 1/52 of a full-time employee's annual salary exclusive of allowance and overtime.

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

(c) Tasmanian Minimum Wage

In accordance with s.47 AB of the *Industrial Relations Act 1984* (the *Act*) the minimum weekly wage for an adult full time employee is the Tasmanian Minimum Wage as determined by the Tasmanian Industrial Commission pursuant to s.35 (10A) of the *Act*.

The Tasmanian Minimum Wage is \$606 per week operative from the first pay period commencing on or after 1 August 2012.

**PROVIDED** this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

## **9. ABANDONMENT OF EMPLOYMENT**

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

## **10. ALLOWANCES**

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

### (a) Managerial Allowance

A Medical Practitioner Class III or IV (as defined) or Specialist Medical Practitioner Class I to IV (as defined) who is appointed for a fixed period to provide, in addition to his/her normal duties specified in the classification standards for this level, a Statewide tertiary level service, or services to two or more health regions or to perform the duties of a head of a nominated Division or Program or Sub Program or a director or head of a department of a general hospital shall be paid an allowance of at least 5% of the base salary of a Specialist Medical Practitioner Class II (as defined) for the duration of that appointment and the performance of these duties.

### (b) Qualification Allowance

An allowance of 3% of base salary of a Medical Practitioner in Training Class III (as defined), Grade 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 specialist qualification recognised by NSQAC (as defined) relevant to the employment of the Medical Practitioner (as defined) as approved by the Head of Agency to:

- (i) a Medical Practitioner in Training Class II (as defined);
- (ii) a Medical Practitioner in Training Class III (as defined);
- (iii) a Medical Practitioner Class I or II (as defined);
- (iv) a Deputy Medical Administrator Class I (as defined)

An allowance of 3.0% of the base salary of a Medical Practitioners in Training Class III Grade 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 by NASQAC (as defined) relevant to the employment of the Medical Practitioner as approved by the Head of Agency to:

- (i) A Medical Practitioner in Training Class III (as defined);
- (ii) A Medical Practitioner Class I or Class II (as defined);
- (iii) A Deputy Medical Administrator Class I (as defined).

(c) Part-time Employee (as defined) and Temporary Employee (as defined)

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

(d) Meal Allowance (see 'Meals')

(e) Training Courses and Conferences Allowance

An employee who is required or is authorised to attend either a training course, conference or other similar function where full accommodation is provided at no cost to such employee, the employee shall be paid an allowance for incidental expenses for each day of such attendance at the rate of:

	Rate per Day
	\$
(i) Within this State	12.60
(ii) Outside this State	17.70

(f) Travelling Allowances

(i) Kilometre Allowance

(1) Required User Category

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

Annual Kilometreage Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 1 2 litres and above	Rate 2 Less than 2 litres
First 10,000 kilometres	54.37 (100%)	46.76 (86%)
Any additional kilometres	28.82 (53%)	25.01 (46%)

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

(2) Occasional User Category

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

Annual Kilometrage Travelled on Duty in a Financial Year	Cents per Kilometre	
	Rate 3 2 litres and above	Rate 4 Less than 2 litres
First 10,000 kilometres	36.25 (100%)	31.17 (86%)
Any additional kilometres	19.21 (53%)	16.67 (46%)

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

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

- (4) An employee shall not receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer to travel a greater distance in that year.
- (5) Where an employee is authorised to use a motor cycle the employee shall be paid 9.67 cents for each kilometre travelled on duty.
- (6) Unless otherwise directed by the employer, kilometrage on duty in the case of duties specified in Clause 19 - On Call, sub-clause (b) - Call Back of this award, shall be the distance travelled from the point of receipt of the call-back or return to duty, or the employee's usual place of residence, whichever is the nearer, by the most direct route to the employee's place of employment and return to the employee's destination or place of residence whichever is the shorter by the most direct route.
- (7) A kilometrage allowance in excess of or at variance with the rates set forth in subparagraphs (1) and (2) of this paragraph may be paid if, on

the determination of the employer concerned, special circumstances exist which justify such excess or variation.

(ii) Travelling Allowances

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

Component	Within Tasmania \$	Outside Tasmania \$	Sydney \$
Overnight Absence from Normal Place of Residence	71.60	100.15	116.90
Breakfast (preceding or following an overnight absence) applicable hours 7.00am - 8.30am	11.65	11.65	11.65
Lunch (preceding or following an overnight absence) applicable hours 12.30pm - 2.00pm	10.40	10.40	10.40
Dinner (preceding or following an overnight absence) applicable hours 6.00pm - 7.30pm	22.15	22.15	22.15

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

- (2) In addition to the allowance available in accordance with subparagraph (1) of this paragraph and provided the Head of Agency is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expenses incurred, as a result of that employee's absence from the normal place of residence, for the following purposes:
- (A) a telephone call to the employee's spouse or children each twenty-four hours;
  - (B) dry cleaning or laundry required as the result of an extended absence.
- (3) Notwithstanding subparagraph (1) of this paragraph where the Head of Agency is satisfied that no reasonable alternative accommodation is

available, the employee may be reimbursed for actual expenses incurred.

- (4) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the employer, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the employer.
- (5) Where public transport is not conveniently available and an employee in the performance of his/her duties finds it necessary to hire other forms of transport, he/she shall, subject to the approval of the employer, be reimbursed the actual costs incurred in the hiring of such transport.
- (6) Where an employee in the performance of his/her duties is required to be stationed temporarily at any place other than his/her usual headquarters for a period exceeding three weeks, and is absent from his/her normal place of residence, and has to procure board and lodging whilst so stationed, he/she shall be paid a travelling allowance at the following rates:
  - (A) for the first three weeks in accordance with the rates set forth in subparagraph (1) of this paragraph; and
  - (B) thereafter, at such rate as the Head of Agency may determine.
- (7) Where the Head of Agency certifies that the duties of an employee involve systematic travelling, the Head of Agency shall determine the rate to be paid to such employee within the limits of the rates set forth in subparagraph (1) of this paragraph.
- (8) Where an employee in the performance of that employee's duties is required to travel:
  - (A) Within Australia (including Papua New Guinea and New Zealand) - by ship, aircraft, railway train, or other means of conveyance, where that employee is provided with meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

Rates per Day	\$
Within this State	11.15
Outside this State	15.65

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

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

**PROVIDED** that:

- (A) with the approval of the Head of Agency, an employee may, in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
- (B) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of that employee's family, permanently resident on the Bass Strait Islands, an employee may by way of reimbursement and, with the approval of the Head of Agency, be paid the return fare reasonably incurred for travel from that employee's station to the nearest centre in this State or to Melbourne, where such treatment can be obtained. Such reimbursement shall be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this subparagraph;
- (C) the above entitlement is not cumulative, each year standing alone;
- (D) no employee shall be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.
- (10) Where an employee is required in the performance of that employee's duties, either on appointment or transfer, to move from that employee's place of residence to another district, and:
- (A) the employee is unable to obtain accommodation for that officer's family in that district and thereby incurs additional expense;
- (B) there is available in that district for the employee's family only such accommodation as will involve the employee in excessive expenditure, the Head of Agency concerned may grant to such employee a special allowance at such rate as the Head of Agency concerned may determine;

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

- (C) The Head of Agency may, at any time, increase, reduce or revoke any allowance granted under this subparagraph;
- (D) An employee who receives an allowance under this subparagraph shall immediately report to the Head of Agency any alteration of the circumstances in consideration of which such allowance was granted or renewed.

### **11. BOARD AND LODGING**

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

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

### **12. EMPLOYEE ORGANISATION MEETINGS**

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

### **13. EXCESS TIME**

- (a) Medical Practitioners in Training (as defined)
  - (i) All time worked in excess of the prescribed fortnightly minimum, or in the case of a part-time employee in excess of 38 hours per week or outside the prescribed spread of hours shall be paid for as follows:
    - (1) For excess hours within the prescribed spread of hours, or hours worked outside the prescribed spread of hours on weekdays - at the rate of time and one quarter;
    - (2) For all time worked on Saturday or Sunday - at the rate of time and one half;



(3) For time worked on a holiday with pay -

- (A) subject to Clause 15 - Holidays with Pay subclause (c), within the prescribed spread of hours - at the rate of time and one half;
- (B) outside the prescribed spread of hours - at the rate of double time and one half.

**PROVIDED** that where an employee is required to exceed 120 hours of time worked in a fortnight the excess hours worked attract a penalty of double time. Calculation of entitlements under this clause shall be by sequential summation of the hours worked from the commencement of the pay period.

Where an employee is rostered to work prior to midnight on a day preceding a Saturday, Sunday or holiday with pay as prescribed in Clause 15 - Holidays with Pay, only those hours which fall on a holiday with pay shall attract the relevant penalty.

**PROVIDED ALWAYS** that except in emergency situations excess time shall be approved by the Head of Agency prior to the time being worked.

Penalty payments (as defined) are not cumulative and where more than one penalty payment (as defined) is attracted, payment shall be as for the higher penalty only.

(b) Employees other than Medical Practitioners in Training

Leave in lieu of excess hours worked initiated by the employee and approved by the Head of Agency up to a maximum of 20 days per year may be taken by the employee and will be calculated at ordinary time rates, with the unused balance of hours calculated at ordinary time rates to be paid at the end of anniversary year of the date the employee commenced employment with the employer. Calculation of entitlements under this clause shall be by the sequential summation of the hours worked from the commencement of the pay period.

**PROVIDED** that in the case of a part-time employee leave in lieu of excess hours will accrue only for time worked in excess of 7.6 hours per day exclusive of meal breaks.

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

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

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

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

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

Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (as defined), Hobart Regatta Day (south of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined) 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 who is entitled to holidays in accordance with subclause (a) hereof is required to work on any of the holidays mentioned in that subclause, either for part or the whole of such day the employee shall be paid at the relevant rates prescribed in Clause 13 - Excess Time and Clause 19 - On Call of this award.

**PROVIDED** that such an employee shall be paid at the rate of time and a half of the ordinary salary rate for work performed during the normal spread of hours and, in addition, shall receive time off in lieu granted by the Head of Agency where mutually agreeable.

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

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

## **16. HOURS OF WORK**

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

**PROVIDED** that Specialist Medical Practitioners Class I - IV (as defined) shall work their ordinary hours within the spread unless participating in an after hours roster mutually agreed by the employee and the Head of Agency.

- (b) For employees other than medical practitioners in training (as defined), the usual daily hours of work and the days of work shall be determined by the Head of Agency in consultation with the employee concerned. The hours of work shall be reviewed on an annual basis but may be altered at any time by mutual agreement between the Head of Agency and the employee concerned but not so as to require an employee to work in excess of 10 ordinary hours in one day on a regular basis and not more than 152 in any two consecutive fortnightly periods.

**PROVIDED** that rostered work outside the prescribed spread of hours of 7am to 7pm Monday to Friday inclusive and rostered hours worked from 0001 Saturday to 2359 Sunday shall be regarded as part of the employee's fortnightly hours, if in that fortnight hours worked the prescribed spread are less than 76.

- (c) Rostered hours from the proviso in subclause (b) used to make up the employee's fortnightly hours shall attract the following penalties:
  - (i) For hours worked between 7pm to 7am Monday to Friday inclusive one quarter time in addition to the employee's base hourly rate.
  - (ii) For hours worked between 0001 hours Saturday to 2359 hours Sunday at one half time in addition to the employee's base hourly rate.
- (d) For medical practitioners in training (as defined), 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 for any medical practitioner in training or medical practitioner (as defined), unless agreed to by the employee and the Head of Agency.
- (e) 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. The roster shall be mutually agreed between the Head of Agency and the majority of employees affected by any change in the roster.

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

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

- (f) Subject to any requirements to attend meetings approved by the Head of Agency the minimum period of daily work for part-time medical practitioner (as defined) shall be 40 hours per fortnight and in the case of part-time medical practitioner in training (as defined) the minimum hours shall be 30 per fortnight.

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

**PROVIDED ALWAYS** that the hours of work for part-time employees (as defined) be specified in writing by the employer as to the number of hours per day, the number of days per week and the days specified days in each weekend to be worked.

## **17. LEAVE**

### (a) Bereavement Leave

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

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

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

- (ii) Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the Head of Agency, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (iii) For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de-facto wife or husband.

### (b) Conference Leave

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

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

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

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

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

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

- (iii) Upon the application of an employee proposing to proceed upon conference leave, the employer will approve payment of the employee's return economy class air fare from the venue of the conference, together with any registration fees and daily living allowances at the appropriate rate as specified in Clause 10 - Allowances, subclause (f) - Travelling Allowance, paragraph (ii) - Travelling Allowances, subparagraph (1) of this award to apply to employees for interstate travel, or in the absence of such prescription an allowance approved by the employer.
- (iv) An employee granted conference leave shall within a period of one month after resuming duty arrange to present to a relevant peer professional group details of the knowledge gained during such leave, and that presentation shall be made within three months of resuming duty.

(c) Examination Leave

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

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

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

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

(d) Leave Without Pay

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

(e) Part-time Employees

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

Clause No.

15	Holidays With Pay
17(a)	Bereavement Leave
17(b)	Conference Leave
17(c)	Examination Leave
17(d)	Leave Without Pay
17(f)	Parental Leave
17(g)	Recreation Leave
17(j)	Sabbatical Leave
17(k)	Sick Leave
17(l)	Study Leave

- (ii) Where part-time employees ordinary hours of work coincides with any of the holidays prescribed by the Tasmanian State Service Regulation 3(2) then a part-time employee will be paid in accordance with his/her ordinary hours for that day.

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

(f) Parental Leave

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

(i) Definitions

For the purposes of this clause:

- (1) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of six months.

- (2) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (3) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
  - (A) The day on which the employee first takes custody of the child for adoption; or
  - (B) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (4) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
  - (A) on a regular and systematic basis for several periods of employment; or
  - (B) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (5) **'Employee'** includes full-time, part-time, permanent, fixed term and "eligible" casual employees.
- (6) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (7) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
  - (A) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (B) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
  - (C) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
  - (D) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
- (8) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.



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

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

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

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

(ii) Entitlement

- (1) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (2) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:
- (A) for maternity and paternity leave an unbroken period of up to three weeks at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
  - (B) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.
- (3) Right to request

- (A) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
- (aa) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
  - (bb) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

- (B) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (4) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (5) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(iii) Maternity Leave

After twelve months continuous service an employee is entitled to 12 weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (ii)(1).

- (1) The 12 weeks paid leave is to be taken at the commencement of the period of maternity leave and must be taken in a consecutive period.
- (2) The rate of pay for an employee during the period of the paid absence is the normal rate of pay, as defined in Clause 2 (a) (vii) of this Part,
- (3) The employee may elect to take payment for the paid period of the absence,
- prior to the commencement of the leave or;
  - over 12 consecutive weeks at a consistent rate of pay or;
  - over 24 consecutive weeks at a consistent rate of pay
- (4) Where an employee elects to take half pay over 24 weeks the payment beyond the 12 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

- (5) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (A) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
    - (B) at least four weeks' notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
    - (C) particulars of any period of paternity leave sought or taken by her spouse.
  - (6) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.
  - (7) Subject to subclause (iii)(1) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
  - (8) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.
- (iv) Special Maternity Leave
- (1) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
  - (2) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
  - (3) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.
- (v) Paternity Leave

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

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

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

(vi) Adoption Leave

- (1) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (2) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
- (3) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
  - (A) the employee is seeking adoption leave to become the primary care-giver of the child; and
  - (B) particulars of any period of adoption leave sought or taken by the employee's spouse.
- (4) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (5) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and

the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

- (6) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (7) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available paid leave, other than personal leave, may be taken instead.
- (7) An employee is not entitled to paid Adoption Leave unless the child that is, or is to be, placed with the employee for adoption:
  - (A) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
  - (B) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
  - (C) is not (otherwise than because of adoption) the child of the employee or the employee's spouse or de facto partner.

(vii) Variation of Period of Parental Leave

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

(viii) Parental Leave and Other Entitlements

- (1) An employee may, in lieu of or in conjunction with parental leave, access any accrued annual leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.
- (2) Unpaid leave
  - (A) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.
  - (B) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave, personal leave but does not break an employee's continuity of service.

(3) Keeping in Touch Days

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

(ix) Transfer to a Safe Job

- (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.
- (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such time as is certified necessary by a registered medical practitioner.

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

- (1) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (2) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
- (3) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
  - (A) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or
  - (B) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
  - (C) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.
- (4) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(xi) Right to Request

- (1) An employee entitled to parental leave pursuant to the provisions of subclause (ii)(1) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (2) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds

related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.

- (3) An employee may return to work on a modified basis that may involve the employee:
  - (A) working on different days or at different times, or both; and/or
  - (B) working on fewer days or for fewer hours or both, and/or
  - (C) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (1) of this Parental Leave clause applied.

(xii) Replacement Employees

- (1) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.
- (2) Prior to engagement, a replacement employee is to be informed of the fixed-term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (vii) and the right to request provisions of subclause (ii)(3).
- (3) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(xiii) Communication During Parental Leave

- (1) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:
  - (A) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and
  - (B) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.
- (2) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to



return to work and whether the employee intends to request to return to work on a part-time basis.

- (3) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (xiii)(1) above.

(g) Recreation Leave

- (i) All employees shall be entitled to four weeks recreation leave on completion of one year's service without deduction of pay, except where paid an allowance under the provisions of Clause 10 - Allowances, subclause (c) - Part-time Employees (as defined) and Temporary Employees (as defined) of this award.

**PROVIDED** always that an employee who performs approved out of hours duty shall be entitled to an additional weeks recreation leave. In order to qualify for such leave an employee shall have performed work on not less than 20 week end days and/or holiday with pay as prescribed in Clause 15 - Holidays with Pay during any one year.

**PROVIDED ALWAYS** 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) Subject to this sub-clause the leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Tasmanian State Service Regulation 3(2) and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

**PROVIDED** that employees classified as Medical Practitioner in Training Class I to IV (as defined) shall be entitled to take part or whole of their recreation leave during the year of service at times mutually agreeable to the employee and the Head of Agency.

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

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

- (iv) Except as provided in subclause (f) - Parental Leave and subclause (g) - Recreation Leave of this clause and Clause 10 - Allowances, subclause (c) - Part-Time Employees (as defined) and Temporary Employees (as defined) of this award 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 and subclause (b) - Qualification Allowance of this award 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.

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 (as defined) of salary as follows:

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

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

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

(h) Recreation Leave Allowance

During a period of recreation leave only employees with a salary rate below that specified for a Specialist Medical Practitioner Class 1 (as defined) shall be paid an allowance by way of additional salary.

**PROVIDED** always that such allowance shall -

- (i) be calculated on the basis of a maximum period, in any one leave year, of four weeks recreation leave;
- (ii) in no case where the allowance is calculated on the basis of 17.5% of normal salary shall it exceed the allowance which would be payable in respect of the salary rate for the classification of Administrative and Clerical Employee Level 7, first year of service of the Community and Health Services (Public Sector) Award, on and from the first day of October in respect of all annual leave accrued during the preceding 12 months;
- (iii) not apply to proportionate recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;
- (iv) be calculated at the salary rate applicable to the employee concerned on the anniversary of the day of appointment of the employee in the year in which the recreation leave is credited; and
- (v) not be cumulative. The allowance due is to be paid in full on the occasion an employee takes more than 10 consecutive days' annual leave. Where an employee does not meet this requirement the allowance shall be paid in full at the end of the leave year in which it falls due.

(i) Relief

There is an obligation on the part of the employer, in consultation with the employee concerned or his/her supervisor to provide relief in respect of leave entitlements specified in Clause 17 - Leave, subclauses (b) - Conference Leave, (l) - Study Leave, (j) - Sabbatical Leave, (c) - Examination Leave, (g) - Recreation Leave, (k) - Sick Leave and (f) - Parental Leave of this award 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.

(j) Sabbatical Leave

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

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

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

- (ii) Sabbatical leave shall be granted to employees in positions with a salary classification equivalent to Specialist Medical Practitioner Class 1 (as defined) or higher who hold a qualification recognised by NSQAC (as defined) appropriate to their speciality or relevant to their appointment.
- (iii) The entitlement for such sabbatical leave shall be -

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

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

- (2) actual cost by any means of public transport of travel expenses up to the value of an around-the-world air fare at excursion rates; and
- (3) daily living allowances at the appropriate rate as specified in Clause 10 - Allowances, subclause (f) - Travelling Allowances, sub-clause (b) of this award to apply to employees of the State Service for interstate and overseas travel, as the case may be or in the absence of such prescription, an allowance approved by the Head of Agency.

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

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

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

- (v) An employee granted sabbatical leave shall within a period of one month after resuming duty:
  - (1) furnish to the employer a detailed written report on the activities associated with such leave; and
  - (2) arrange to present to a relevant peer professional group details of the knowledge gained from such leave within three months of returning from the leave.

(k) 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 award 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 of the day or days on which sick leave is claimed; and
- (4) not, except in sub-clause (ii) hereof, be entitled in any one year to leave in excess of 152 hours, provided that in the first year of service an employee shall only be entitled to 12 hours 40 minutes for each completed month of service.

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

- (ii) If in the full period of sick leave, as prescribed in sub-clause (i) (4) is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.
- (iii) Notwithstanding any other provisions in this clause, an employee who on examination reveals a changed Mantoux reaction in the course of their duties or who contracts any nosocomial infection or colonisation, the same having

been certified to by a medical practitioner (as defined) approved by the Head of Agency, shall, without prejudice to the operation of Regulation 421 of the Tasmanian State Service Regulations 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' Compensation Act 1988.

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

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

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

- (v) For the purposes of paragraph (iii) nosocomial infection or colonisation shall include Methicillin resistant *Staphylococcus aureus*, other multi-resistant organisms, Hepatitis B, Non A/Non B Hepatitis, Tuberculosis, HIV positive status or Acquired Immune Deficiency Syndrome or any other nosocomial infection contracted by the employees in performing his or her duties.
- (vi) An employee who is certified as unfit for duty because of personal illness by a medical practitioner (as defined) approved by the employer during a period of paid annual leave, shall be given credit for the period so certified and the paid annual leave shall be extended by the number of days that employee has been so certified as unfit for duty.
- (vii) An employee who falls sick for reasons of his/her work shall, subject to the recommendations of a medical practitioner (as defined) approved by the employer, be paid a salary not less favourable than that prescribed by the Workers' Compensation Act 1988.
- (viii) A year for the purposes of this clause, shall mean 365 days, including rostered days off, holidays with pay, paid annual leave and paid sick leave.
- (ix) Medical certificates are to be provided where an employee is absent on sick leave for three consecutive working days or more. Certificates are to be provided for any leave taken due to sickness in excess of 38 hours in the aggregate in any one sick leave year.

- (x) A temporary employee (as defined), for the purposes of paragraphs (i), (ii), (vi) and (vii) of this clause, does not include a temporary employee (as defined) who receives a rate of remuneration that excludes the right to any sick leave entitlements as specified in Clause 10 - Allowances, subclause (c) - Part-Time Employees (as defined) and Temporary Employees (as defined) of this award.
- (xi) Notwithstanding any other provisions of this clause, persons employed prior to 1 October 1994, retain all sick leave accumulated to that date and on each employee's ensuing anniversary date accumulation shall continue at the rate of 152 hours per year in accordance with subclause (ii) hereof.

(l) Study Leave

Study leave will be granted to employees in accordance with Division 4 Part VII of the Tasmanian State Service Regulations 1985 and other such guidelines approved by the Head of Agency.

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

(m) State Service Accumulated Leave Scheme

An employee shall be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in Appendix 1.

## **18. MEALS**

### (a) Meal Allowances

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

Meal	Rate of Allowance
	\$
Breakfast	7.25
Lunch (or midday meal)	8.00
Dinner (or evening meal)	14.10

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

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

Meal	Rate of Allowance
	\$
Breakfast	7.25
Lunch or Midday Meal	8.00
Dinner (or evening meal)	14.10

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

### (b) Meal Breaks

- (i) An unpaid meal break of 60 minutes during which the employee is released from all duties which would restrict the employee to his/her place of work or to remain on-call shall be taken no later than five hours after the commencement of ordinary hours of work or between midday and 2pm.



Where an emergency or a work requirement approved by a medical administrator (as defined) of the health service facility prevents the taking of such a meal break employees will be paid a meal break at the rate applying at the time.

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

(c) Meals on Duty

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

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

**PROVIDED** that:

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

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

(d) Extra Meals

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

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

(e) Meals (Travelling)

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

## **19. ON CALL**

(a) Rostered On-call

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

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

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

- (1) If on a regular on call roster of 1:5 or less frequently - 5% of the employee's base salary.
- (2) If on a regular on call roster of 1:3 or 1:4 - 10% of the employee's base salary
- (3) If permanently on call or on a 1:2 roster - 15% of the employee's base salary.

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

(b) Call Back

(i) Employees other than Specialist Medical Practitioners (as defined) and Medical Administrators (as defined) -

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

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

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

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

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

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

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

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

(ii) Specialist Medical Practitioners (as defined) and Medical Administrators (as defined)

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

(1) After the completion of ordinary hours up to 12 midnight Monday to Friday at the rate of time and a half.

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

## **20. PAYMENT OF SALARIES**

(a) All Employees:

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

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

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

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

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

- (2) Subject to paragraph (iii), subparagraph (3) of this clause the provisions of subclause (iii) (1) shall not apply in circumstances whereby payment

of wages is not made on pay day but the Head of Agency and employee agree to an alternative arrangement for payment.

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

(b) Full-time Employees

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

(c) Part-time Employees

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

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

## **21. PROTECTIVE CLOTHING**

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

## **22. REMOVAL EXPENSES**

Removal expenses for all employees under this award 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 Regulations 14 to 18 inclusive and 20 of the Tasmanian Service Regulations 1985 as and where such terms and conditions are applicable.

## **23. REST PERIOD**

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

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

**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 award 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 award, 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 award;
  - (3) The changes shall not affect provisions reflecting national standards;
  - (4) The relevant employee organisation(s) will be advised by the employer of the intention to commence discussions with employees on an agreement under this clause;
  - (5) The employer and the relevant employee organisation(s) must be party to the agreement;

- (6) The relevant employee organisation(s) shall not unreasonably oppose any agreement where the majority of employees affected by the change genuinely agree to the change.
  - (iii) Any enterprise agreement shall be signed by the parties, being the employer and the employee organisation(s) and contains the following:
    - (1) The term of the agreement;
    - (2) The parties covered by the agreement;
    - (3) The categories of employees covered by the agreement;
    - (4) The means by which a party may retire from the agreement;
    - (5) The means by which the agreement may be varied; and
    - (6) Where appropriate (and other than provided for under Clause 14 - Grievance and Dispute Settlement Procedure of this award), 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 award 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 deskilling or would invalidate or be in conflict with an employee's approved training program or be in conflict with the employee's clinical privileges.
  - (ii) The employer may direct an employee to carry out such duties provided that the employee has been appropriately trained and, where applicable, appropriately credentialled and has maintained an ongoing acceptable competence in the performance of such duties.
  - (iii) An employee will not be required to carry out any duties which are inconsistent with the employer's responsibility to provide a safe and healthy working environment.



## **25. TERMINATION OF EMPLOYMENT**

- (a) Employment shall be terminated by no less than four weeks and up to twelve weeks notice given by the employee or the employer or by the payment or forfeiture of four weeks pay inclusive of all permanent allowances specified in Clause 10 - Allowances of this award on a pro rata basis unless otherwise specified elsewhere in this award, 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 (as defined) shall be limited to such transfers as are necessary to fulfil the established training requirements as set down by bodies recognised by the National Specialists' Qualifications Advisory Committee.

Tim Abey  
**ACTING PRESIDENT**

10 August 2012

## STATE SERVICE ACCUMULATED LEAVE SCHEME

**1. TITLE**

The scheme is to be known as the "State Service Accumulated Leave Scheme" (SSALS).

**2. SUMMARY OF SCHEME**

The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

**3. INTERPRETATION**

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *Tasmanian State Service Act 1984*, the Tasmanian State Service Regulations 1985, relevant Awards, Industrial Agreements, Administrative Instructions and Employment Instructions.

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

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

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

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

**'participating employee'** means an employee whose election to participate in a Plan has been approved by their Head of Agency.

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

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

#### **4. PLANS**

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

<b>Work Period</b>	<b>Percentage of Normal Salary payable during the period of the Plan</b>	<b>Leave Period</b>
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks

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

#### **5. APPLICATION OF SSALS**

- 5.1 The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- 5.2 A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.
- 5.3 A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.
- 5.4 The Head of Agency determines:
  - whether one or more Plans will be made available to all or only some of the employees;

- whether particular Plans will be made available to particular categories of employees;
  - whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
  - the selection arrangements where quotas are imposed; and
  - the commencement date of any Plan.
- 5.5 Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
- 5.6 If the Head of Agency determines under Clause 5.5 that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

## **6. HOW TO PARTICIPATE IN SSALS**

- 6.1 Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
- 6.2 The Head of the Agency may accept or reject an election to participate made in accordance with Clause 6.1.
- 6.3 The Head of Agency will notify the employee in writing if the employee's election has been disapproved.
- 6.4 Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
- 6.5 An employee's election under Clause 6.1 does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with Clause 6.4.
- 6.6 A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such

refusal to be reasonably required to meet the operational requirements of the Agency.

## **7. CONDITIONS AND ADMINISTRATIVE ARRANGEMENTS**

### 7.1 Work Period to be completed prior to Period of Leave

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

### 7.2 Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the plan otherwise than on the application of the employee.

### 7.3 Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

#### 7.4 Payment during the Leave Period

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

#### 7.5 Salary Increments

Salary increments will accrue throughout the period of a Plan.

#### 7.6 Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser (s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

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

#### 7.7 Other Compulsory Deductions from Pay

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

("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

#### 7.8 Voluntary Deductions from Pay

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

#### 7.9 Administrative Records

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

#### 7.10 Recreation Leave

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

#### 7.11 Sick Leave

Sick leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Sick leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

#### 7.12 Maternity Leave and Adoption Leave

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

#### 7.13 Other Leave

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

#### 7.14 Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

#### 7.15 State Service Holidays (Public Holidays)

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

#### 7.16 Workers Compensation

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

#### 7.17 Employment during Period of Leave

A participating employee shall not be employed elsewhere in the Tasmanian State Service during the leave period of a Plan.

Where a participating employee wishes to undertake employment outside the Tasmanian State Service during the leave period of a Plan, the employee is required to comply with the provisions of Section 79 of the *Tasmanian State Service Act 1984*.

#### 7.18 Cessation of Employment

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