

14 DEC 2009

Department of Health and Human Services

**Industrial Relations Act 1984
Section 55**

**Salaried Medical Practitioners
(AMA Tasmania / DHHS) Agreement 2009**

Between

Minister Administering the State Service Act 2000

and

Tasmanian Salaried Medical Practitioners' Society

and

Australian Medical Association (Tasmania)



1. ARRANGEMENT

Clause Number Subject Matter

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PART I – APPLICATION AND OPERATION OF THE AGREEMENT

2. TITLE

This Agreement shall be titled the Salaried Medical Practitioners (AMA Tasmania / DHHS) Agreement 2009.

3. PARTIES TO THE AGREEMENT

This Agreement shall be between the Minister Administering the *State Service Act 2000*, the Tasmanian Salaried Medical Practitioners Society and the Australian Medical Association (Tasmania).

4. EMPLOYEES COVERED

This Agreement is made in respect of all Salaried Medical Practitioners employed in the Department of Health and Human Services (who are registered medical practitioners and are covered by the Agreement).

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect on and from 1 December 2009 and shall remain in force until 30 June 2012.

Negotiations for a replacement Registered Agreement will begin no later than 31 December 2011. Prior to that date, the DHHS will issue a written invitation to the AMA Tasmania and TSMPS to begin negotiations.

6. RELATIONSHIP TO RELEVANT AWARD/AGREEMENT

To the extent of any inconsistency, this Agreement is to be read to prevail over the Salaried Medical Practitioners Industrial Agreement 2006 and the Medical Practitioners (Public Sector) Award 2007.

7. PRESERVATION OF EXISTING ENTITLEMENTS

This Agreement will not operate to reduce any entitlements received by a Salaried Medical Practitioner prior to the Registration of this Agreement unless otherwise provided for in this Agreement.

8. NO EXTRA CLAIMS

The parties undertake to pursue no further claims for additional increases in remuneration



and/or conditions of service during the life of this Agreement.

9. DEFINITIONS

(a) Classification Definitions

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

- i. 'Medical Practitioner in Training Level I' (Intern) is a medical practitioner who holds conditional registration under the provisions of the Medical Practitioners Registration Act 1996 and is employed in a position normally occupied by an Intern.
- ii. 'Medical Practitioner In Training - Level II' (Resident) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners Registration Act 1996 and has had a minimum of one year's post graduate experience. The entry point of the medical practitioner is determined by post graduate experience in a hospital recognised for teaching by the Australian Medical Council.
- iii. 'Medical Practitioner Level I' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners Registration Act 1996 and has had a minimum of four year's relevant post graduate experience.
- iv. 'Medical Practitioner Level II' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the Medical Practitioners Registration Act 1996 and has a minimum of six years' post graduate experience.
- v. 'Medical Practitioner Level III' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of eight year's post graduate experience.
- vi. 'Medical Practitioner Level IV' is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and has a minimum of ten year's relevant post graduate experience.
- vii. 'Specialist Medical Practitioner' is a registered medical practitioner who holds Australian Fellowship OR is a registered medical practitioner who holds Overseas Fellowship and is employed to a Specialist Medical Practitioner position by the Employer.
- viii. 'Specialist Medical Practitioner in Training - Level I' (Registrar) is a medical practitioner who holds general, conditional or conditional registration for special purposes, registration under the provisions of the Medical Practitioners Registration Act 1996 and who has had a minimum of two year's post graduate experience and is undertaking a course of study to obtain a specialist qualification. To be employed at this level the medical practitioner must be employed in a recognised Registrar position.



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

(b) General Definitions

- i. 'Approved Superannuation Fund' means a legally approved Superannuation Plan or Fund.
- ii. 'Cup Day' shall mean not more than one full day or less than one half day holiday which shall be observed on the days specified in accordance with the proclamation of the local 'Cup Day' holidays, appearing in the Tasmanian Government Gazette in accordance with the provisions of the *Statutory Holidays Act 2000* having regard to the municipalities declared therein and the period of observance of the holiday within such declared municipalities.
- iii. 'Employee' means a person employed by the employer and occupying a position classified in this Agreement.
- iv. 'Employer' means the Minister Administering the *State Service Act 2000*.
- v. 'Fixed term employee' means an employee, other than a Medical Practitioner in Training, or specialist medical practitioner in training, who:
- a. is specifically employed to relieve a full-time or part-time employee for specific periods of leave; or
 - b. is specifically employed for specific duties over a fixed period determined by the employer.
- vi. 'Full-time employee' means an employee engaged to work for the full ordinary hours prescribed in this Agreement.
- vii. 'Head of Agency' means the Secretary of the Department of Health and Human Services and his/her delegated representative within the meaning of the *State Service Act 2000*.
- viii. '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. In this case, entitlements arising under this Agreement apply on a pro rata basis.
- ix. 'Penalty payment' means the hourly rate or payment prescribed in the Agreement for time worked in excess of the prescribed weekly minimum or outside the prescribed spread of hours.
- x. '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.

- xi. 'Total remuneration package' means the amount of an employee's base salary and includes all allowances prior to making a salary sacrifice under this Agreement.
- xii. 'Year of experience' (for the purposes of Specialist automatic classification increment advancement) means: one calendar year from either the first date of Fellowship OR, for a specialist with overseas Fellowship, from first date of employment as a Specialist."



PART II – SALARIES AND RELATED MATTERS

10. ONE OFF PAYMENT

- (a) A one off lump sum payment of \$625 will be payable (pro rata part time) to all Medical Practitioners in Training, Specialist Medical Practitioners in Training and Medical Practitioners Levels 1 to 3 employed at 1 December 2009.
- (b) A one off lump sum payment of \$1,200 will be payable (pro rata part time) to Specialist Medical Practitioners and Medical Practitioners Level 4 employed at 1 December 2009.

11. RATES OF PAY

- (a) Annual cumulative increases to rates of pay for all Medical Practitioners covered by this Agreement as expressed in Schedule 1 are as follows:
 - i. 1 percent, from the first pay period on or after 1 December 2009
 - ii. 1 percent, from the first pay period on or after 1 December 2010
 - iii. 2.5 percent, from the first pay period on or after 1 December 2011
- (b) Specialist classification level and rate of pay on 1 December 2009

For Specialist Medical Practitioners, the Specialist's classification level on 1 December 2009 is determined by the Specialist's number of years of experience since the date of first achieving Fellowship (i.e. the anniversary date), OR, in the case of an overseas trained Specialist, the number of years of experience since the date first appointed as a Specialist in Tasmania (refer sub clause 9. xii. 'Year of experience' definition).

- (c) Specialist pay increases during the life of the Agreement

In addition to increases noted at sub clause 11(a)i-iii above, a Specialist will automatically advance annually to the next classification year of experience level of this Agreement on the Specialist's Fellowship anniversary date or, in the case of an overseas trained specialist, the Specialist's appointment anniversary date consistent with the levels expressed at Schedule 1.

- (d) Specialist annual pay increase guarantee

Where a Specialist's pay rate is protected under sub clause 7 of this agreement, the Specialist will receive the increases described at sub clause 11(a)i-iii above until the Schedule 1 rates of pay are of a higher value. When the later occurs, Schedule 1 rate of pay applies unless there is written agreement for a higher rate of pay.

- (e) Calculation of fortnightly and hourly salary

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



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

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

- ii. An employee's hourly salary is to be calculated by dividing the fortnightly salary derived from paragraph (i) by the number of ordinary working hours per fortnight of that employee.
- (f) Fixed Term and Part-time Employees
 - i. Part-time employees shall be paid the proportion that the hours worked bear to the normal weekly hours prescribed for an equivalent full-time employee.
 - ii. PROVIDED that a fixed-term employee's terms of engagement shall be by the hour with a minimum payment of three hours for each day worked.
 - iii. Leave entitlements and loading in lieu of such entitlements are set out in the table below.

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

(g) Salary Sacrifice

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



and legislation.

- ii. Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice Agreement will be met by the employee.
 - iii. Salary for all purposes, including superannuation for employees entering into a salary sacrifice Agreement, will be determined as if a salary sacrifice Agreement did not exist.
 - iv. Salary sacrifice Agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice arrangement.
- (h) Salary Packaging
- i. An employee covered by this Agreement who is employed in a Public Hospital or Ambulance Service may elect, up to the amount allowed under relevant legislation, to take a proportion of the salary payable to them under this Agreement in a form selected from a list of options offered by the employer.
 - ii. Fringe Benefits Tax and any administrative costs incurred as a result of an employee entering into or amending a salary packaging arrangement, will be met by the employee.
 - iii. Salary for all purposes, including superannuation for employees entering into a salary packaging arrangement, will be determined as if a salary packaging arrangement did not exist.
 - iv. Salary packaging arrangements will be annual and based on a Fringe Benefits Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw at any time from a salary packaging arrangement.
 - v. Where the employee ceases to be employed by the employer in a Public Hospital or Ambulance Service, the salary packaging arrangement will cease to apply as at the date of cessation.
- (i) Salary Aggregation

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

12. CONTRACT COMPLETION FOR REGISTRARS

A Registrar who completes their contracted period of employment and enters into a new contract of employment for at least another 6 months continuous service must be paid an amount equal to 2 weeks of their base salary.



13. COMMUNICATION ENTITLEMENTS – SPECIALIST AND MEDICAL PRACTITIONERS L4

- (a) Specialist Medical Practitioners and Medical Practitioners Level IV will be provided with a mobile communications device (phone or PDA) which is to be selected by the employee from a recommended range of devices that are compatible with DHHS systems.
- (b) Specialist Medical Practitioners and Medical Practitioners Level IV will be provided with a laptop computer for work use configured to DHHS system requirements.
- (c) The employer will reimburse the reasonable cost of mobile phone and computer internet usage incurred by a Specialist or Medical Practitioners LIV in the course of their duties.
- (d) The employer will reimburse the reasonable cost of appropriate private use of mobile phone and computer internet. However, costs and charges associated with significant or inappropriate private call use or large data downloads will not be considered reasonable and reimbursement from the employee will be required.

14. MOTOR VEHICLE ENTITLEMENTS

- (a) This clause is to be read in conjunction with the Agency's Vehicle Policy and Procedures.
- (b) Full-time Specialist Medical Practitioners will be entitled to the official and private use of a fully maintained motor vehicle with private number plates of a type and under conditions approved by the Government from time to time.
- (c) Where a full time Specialist Medical Practitioner elects not to use a fully maintained vehicle within the Government's leasing scheme, he or she may, in lieu of the entitlement to use of a vehicle, elect to receive a \$20,000 allowance per annum and paid as a fortnightly amount of \$766.28 (annually indexed by Hobart CPI as of 30 June each year). This allowance does not apply for superannuation or any other salary purposes.
 - (1) The election noted above can only occur at commencement of employment or expiry of an existing vehicle lease.
- (d) A Specialist Medical Practitioner who elects to use a vehicle under sub-clause 14(b), may opt to select a higher specification vehicle within the terms of the Government car leasing scheme subject to paying the 'top-up' amount required by the scheme on offer.

Fuel Cards – Part-time Specialist Medical Practitioners

- (e) Part-time Specialist Medical Practitioners will be provided with the use of a fuel card in respect of a nominated vehicle (the vehicle must be registered in the name of the staff specialist) that can be used to purchase fuel and oil at outlets approved under the current State Government Petroleum Contract.
- (f) The card is only to be used for purchasing fuel and oils for the nominated vehicle. In



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

15. LOADINGS

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

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

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

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

16. ALLOWANCES

Allowances under this clause will be considered as salary for the purposes of calculating penalty rates.

(a) Managerial Allowance

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

(b) Qualification Allowance

i. An allowance of 3% of the base salary of a Specialist Medical Practitioner in Training Level 1, Year 1 shall be paid to employees occupying approved training positions following the presentation of evidence of successful completion of the Part 1 examinations required for Fellowship, relevant to the employment of the Medical Practitioner as approved by the Head of Agency to:

- (1) A Medical Practitioner in Training Level II;
- (2) A Specialist Medical Practitioner in Training Level I;



- (3) A Medical Practitioner Level I or II;
- ii. An allowance of 3% of the base salary of a Specialist Medical Practitioner in Training Level I, Year 4 shall be paid to employees occupying approved training positions following the presentation of evidence of successful completion of all examinations for a specialist qualification recognised as a specialist medical qualification, relevant to the employment of the Medical Practitioner as approved by the Head of Agency to :
- (1) A Specialist Medical Practitioner in Training Level I;
- (2) A Medical Practitioner Level I or Level II;

(c) Higher Duties Allowance

A Medical Practitioner in Training Level II required / directed to perform the role of a Registrar for more than 5 consecutive days must be paid the Specialist Medical Practitioner in Training Level I Year 1 rate of pay for all additional consecutive time worked in that role.

17. EXPENSE RELATED ALLOWANCES

(a) Meal Allowance

- i. When required to undertake duties more than 60 kilometres from the usual place of work, the Medical Practitioner is entitled to the following (annually indexed 1 July as per ATO determined rates)

Meal	Rate of Allowance
Breakfast	\$11.15
Lunch	\$12.50
Dinner	\$21.75

- ii. This sub clause is a summary only. This sub clause must be read in conjunction with, and is not intended to replace Schedule 5, Meal Allowances

(b) Accommodation / Travel Allowance

- i. When required to undertake duties that involve being away from home overnight the Medical Practitioner is entitled to the following (annually indexed 1 July as per ATO determined rates):

1. An Accommodation Allowance based on the Australian city closest to place of stay and Meal Allowance replacing the Allowance at 17(a)(i) above as follows:

Meal	Rate of Allowance
Breakfast	\$21.10



Lunch \$23.65

Dinner \$40.65

2. An incidental Expenses Allowance per night of \$15.90

ii. This sub clause is a summary only. This sub clause must be read in conjunction with, and is not intended to replace Schedule 6, Travel Allowances



PART III – HOURS OF WORK, MEAL BREAKS, LOADINGS & ON CALL

18. HOURS OF WORK

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

The ordinary hours of work for a full-time employee shall be 38 hours per week or not less than an average of 76 hours per fortnight to be worked between the spread of hours 7.00 am to 7.00 pm Monday to Friday, in accordance with roster periods of not more than 10 hours exclusive of a meal break of customary duration.

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

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

- (b) Full Time Employees - Other than Medical Practitioners in Training I-II and Specialist Medical Practitioners in Training I-II.
- i. The ordinary hours of work for a full time employee, other than medical practitioners in training and specialist medical practitioners in training, shall be 76 hours per fortnight to be worked between the hours of 7.00 am and 7.00 pm, Monday to Friday, except where by mutual agreement between the employee and the employer the ordinary hours of work are as per subclause (a) of this clause.
- (c) Work Outside the Prescribed Spread of Hours
- ii. Rostered work outside the prescribed spread of hours of 7.00am to 7.00pm Monday to Friday inclusive and rostered hours worked from 0001 Saturday to 2359 Sunday shall be regarded as part of the employees fortnightly hours, if in that fortnight hours worked inside the prescribed spread are less than 76.

19. REASONABLE NOTICE OF ROSTER

- i. Where an employee is rostered outside the spread of hours on weekdays or on weekends, each employee shall work in accordance with a roster to be drawn up at least four weeks in advance. Such roster shall indicate the days and times which the employee shall work in and may include additional hours of rostered duty. Any alterations to the roster shall be mutually agreed between the Head of Agency and the majority of employees affected by any change in the roster.
- ii. 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.
- iii. PROVIDED ALWAYS that an employee's roster and his or her place on such roster shall not be changed, except subject to the availability of the employee on one weeks



notice of such change or payment of the penalty rates set forth in Clause 20 - Excess Time, subclause (a)(i)(1 and 2) of this Agreement. So far as employees present themselves for work in accordance therewith the hours of work shall be specified in the roster.

- iv. PROVIDED FURTHER, that the employer recognises that the occupational health and safety of Medical Practitioners must be properly supported and protected, and agrees to the implementation of new personnel strategies which ensure that the CEO (or delegate) and Human Resource Managers are actively engaged in the resolution of issues arising in relation to the taking of Meal Breaks and compliance with Roster Notice requirements with a particular focus on Doctors in Training. In all cases, the designated officers will have reference to the AMA 'safe hours' code in resolution of the matter.

- (1) The employer must have regard to the views of the Joint Consultative Committee (refer clause 50) when implementing sub clause 16 (iv) above.

20. EXCESS TIME

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

(a) Full-Time Employees

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

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

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

- ii. All work in excess of the average 76 hours per fortnightly pay period and approved by the Head of Agency, performed by employees other than those specified in subclause (a)(i) hereof, shall be taken as leave in lieu. Such leave in lieu will be accrued and taken at time for time up to a maximum of 20 days per year and paid at ordinary time rates. Any unused balance of leave in lieu shall be paid to the employee at the end of each leave year at ordinary time rates.

(b) Part-Time Employees

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



21. MEAL BREAKS

An employee is entitled to:

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

22. ON CALL

(a) Rostered On-call

- i. The following criteria will necessitate an employee participating in an on-call roster:
 - (1) Responsibility for the clinical care of emergency patients and in-patients in public hospitals;
 - (2) Responsibility for the medical care of community patients;
 - (3) Management and administrative responsibilities which require the employee to be medically qualified;
 - (4) Responsibility for patient diagnostic facilities;
 - (5) Directed by the Head of Agency [OR DELEGATE] with the employee to be advised of the areas of responsibility.
- ii. An employee who is rostered on call and who is directed by the Head of Agency to



remain within close telephone contact in order to hold that employee in readiness to return to work without delay or within a reasonable period of time of being recalled, or to attend telephone enquiries and requests for professional advice shall be paid in accordance with the following rates:

- (1) If on a regular on call roster of 1:10 or less frequently - 3% of the employee's base salary;
- (2) If on a regular on call roster of 1:9 - 4% of the employee's base salary;
- (3) If on a regular on call roster of 1:8 - 4.4% of the employee's base salary;
- (4) If on a regular on call roster of 1:7 - 5.5% of the employee's base salary;
- (5) If on a regular on call roster of 1:6 - 6.7% of the employee's base salary;
- (6) If on a regular on call roster of 1:5 - 8% of the employee's base salary;
- (7) If on a regular on call roster of 1:4 - 10% of the employee's base salary;
- (8) If on a regular on call roster of 1:3 - 13.4% of the employee's base salary;
- (9) If on a regular on call roster of 1:2 - 20% of the employee's base salary;
- (10) If permanently on call on a 1:1 roster - a minimum of 25% of the employee's base salary.

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

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

(b) Call Back

- i. An employee who is recalled to duty outside of that employee's rostered hours of work shall be paid at the employee's hourly rate with a minimum payment of 3 hours at double time.
- ii. A call back that extends beyond the 3 hour minimum shall be paid at double time and calculated on hours worked to the nearest half of an hour.
- iii. Where a further call back(s) occurs within the 3 hour minimum payment period, no additional payment shall be made until the previous 3 hour minimum payment expires and then payment shall be made at the call back rate for each hour worked.
- iv. The duration of call backs shall include actual travelling time to and from the hospital to a maximum of 15 minutes each way.



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 20 - Excess Time (a)(i)(1 and 2) of this Agreement.

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



PART IV – PROFESSIONAL DEVELOPMENT (LEAVE, REIMBURSEMENT & ALLOWANCES)

24. SABBATICAL LEAVE AND EXPENSES – SPECIALIST MEDICAL PRACTITIONERS

- (a) At the completion of every five 5 years service as a Specialist Medical Practitioner, an employee shall accrue 65 working days leave for the purpose of participating in professional development programs. Employees shall not accrue more than 65 days.
- (b) Notwithstanding the above, after two (2) years of service an employee may access sabbatical leave entitlements on a pro rata basis.
- (c) Applications for all sabbatical leave shall be submitted to the employer for approval with sufficient time and information to enable consideration of the benefits accruing to the employee and the Agency.
- (d) At the completion of the period of leave, the employer may require the employee to present to a relevant peer professional group, details of the knowledge gained during such leave.
- (e) Employees shall have no further entitlement to study or examination leave as provided in other State Service provisions or Departmental policies.
- (f) Leave accrued under this clause cannot be converted to a cash entitlement.
- (g) Specialist Medical Practitioners who undertake an approved sabbatical leave program shall be entitled to the following benefits every five years:
 - i. Actual cost of travel expenses up to the value of an around the world fare at economy rates; and,
 - ii. Daily living allowances at the rate prescribed in this Agreement for up to 65 working days with appropriate inclusion of weekends, or in the absence of such prescription, an allowance approved by the Head of Agency.

25. CONTINUING PROFESSIONAL DEVELOPMENT LEAVE – SPECIALIST MEDICAL PRACTITIONERS & MEDICAL PRACTITIONER LEVEL 4

- (a) A full time Specialist or Medical Practitioner Level 4 is entitled to accrue 10 days paid CPD leave per year. Up to 20 days may be accumulated for use in any one year. CPD leave accrues in advance of it being taken.
- (b) CPD leave can be taken for purposes relevant to either or both the Specialist and the hospital subject to approval by the CMO or delegate. Approval must not be unreasonably withheld.
- (c) Unused CPD leave is not to be paid out on cessation of employment.



26. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE – SPECIALIST MEDICAL PRACTITIONERS & MEDICAL PRACTITIONER LEVEL 4
- (a) Specialist Medical Practitioners are entitled to a Continuing Professional Development Allowance of \$3,053 per annum payable as a fortnightly allowance of \$116.97 from 1 December 2009.
- i. This allowance will increase to \$6,553 per annum (\$254.90 per fortnight) from 1 December 2010.
- ii. The allowance will be annually indexed by Hobart CPI from 1 December 2011.
- (b) Medical Practitioners Level 4 are entitled to a Continuing Professional Development Allowance of \$2,000 per annum payable as a fortnightly allowance of \$76.63 from 1 December 2009 and annually indexed by Hobart CPI from 1 December 2010.]
27. CONTINUING PROFESSIONAL DEVELOPMENT REIMBURSEMENT – SPECIALIST MEDICAL PRACTITIONERS & MEDICAL PRACTITIONER LEVEL 4
- (a) Specialist Medical Practitioners are entitled to reimbursement of CPD related expenses up to a maximum of \$13,447 per year (annually adjusted by Hobart CPI).
- (b) Medical Practitioners Level 4 are entitled to reimbursement of CPD related expenses up to a maximum of \$12,000 per year (annually adjusted by Hobart CPI).
- (c) For the purposes of clauses 27(a) and 27(b), a year shall mean the period from 1 April of one calendar year to 31 March of the next calendar year.
- (d) Re-imbursements that are paid by the employer within the first 12 months of employment are paid on the condition that if an employee terminates his/her employment prior to the expiration of 12 months from commencement of employment, the employee will repay expenses on a pro rata basis.
28. REIMBURSABLE CPD EXPENSES CRITERIA – SPECIALIST MEDICAL PRACTITIONERS & MEDICAL PRACTITIONER LEVEL 4
- (a) A Specialist or Medical Practitioner Level 4 is entitled to the CPD reimbursement for the following expenditures:
- i. professional conferences and workshops, including registration fees, and reasonable travel (including business class travel for extended journeys), accommodation and per diem expenses; and/or
- ii. enrolment in relevant short courses, workshops or post-graduate courses recognised by the Specialty College for purposes of accruing CME / CPD / MOPS points; and/or



- iii. any other reasonable expense related to professional development and research activities. A non exclusive list of examples includes: books, CDs, portable technological aids, mobile telephones (or iPods and like audio devices) and subscriptions where such resources are not otherwise provided by, or available from, the employer.
 - (b) To avoid doubt, the test to be applied by the CMO or delegate to determine eligibility is based only on whether the expense has been incurred to support professional development and/or research activities. The particular item claimed (unless specifically referenced in this clause) is not in itself the determinant of eligibility. The item's demonstrated purpose is the only determinant for eligibility.
29. CPD REIMBURSEMENT PROCEDURES – SPECIALIST MEDICAL PRACTITIONERS & MEDICAL PRACTITIONER LEVEL 4
- (a) A hospital must implement a simply drafted claim form that is quickly and easily completed by claimants with the intention of streamlining approval of an eligible claim under this clause.
 - (b) Claims for reimbursement of CPD expenses are to be submitted to the Chief Medical Officer (or delegate) for approval. Claims must be accompanied by original receipts.
 - (c) Claims should be submitted within 3 months of expenditure and, where practicable, within the financial year to which they relate.
 - (d) The employer must pay the reimbursable expense no later than 28 days after lodgement.
 - (e) Where the CMO disputes the reasonableness and/or eligibility of a claim for the CPD reimbursement, within 28 days of lodgement the CMO must notify the SMP in writing and seek clarification of the items in question. If the CMO first raises a CPD eligibility dispute after 28 days from the date of lodgement, the reimbursement must be paid irrespective of any finding that the claim is ineligible.
 - (f) A disputed claim resolved in the SMP's favour must be paid within 28 days from the date of resolution. A SMP should respond to the CMO request in writing and in a timely manner. The final CMO Determination of the disputed claim must occur as soon as practicable after notification. If the SMP disputes the CMO's final determination, the matter may be referred to the Grievance and Dispute Resolution Procedure (clause 49).
 - (g) Any unused portion of the CPD Reimbursement is not transferable from year to year and is not paid out on cessation of employment.
30. PROFESSIONAL DEVELOPMENT LEAVE – MEDICAL PRACTITIONERS IN TRAINING LEVEL II, SPECIALIST MEDICAL PRACTITIONERS IN TRAINING, AND MEDICAL PRACTITIONERS LEVELS 1- 3
- (a) Medical Practitioners in Training Level II, Specialist Medical Practitioners in Training, and Medical Practitioners Levels 1- 3 are entitled to accrue 10 days paid Professional



Development leave in each calendar year. Up to 20 days may be accrued for use in any one year. The leave accrues in advance of it being taken.

- (b) To facilitate access, the employee must make application as soon as practicable prior to the requested leave dates and no later than 2 months from the first intended day of leave. If application is made after the 2 month requirement, this entitlement is discretionary.
- (c) Eligibility for Professional Development Leave is subject to CMO (or delegate) approval and is subject to the application being related to the following:
 - i. to attend examinations for higher qualifications or AMC; and / or
 - ii. to attend work/study related courses or conferences related to unit requirements, Learned College expectations / requirements or obtaining / maintaining higher medical qualifications; and/or
 - iii. to prepare for examinations being sat within six months of the leave being taken or to study for modules towards higher medical qualifications
- (d) Within 2 weeks of the application, the CMO (or delegate) must either authorise the PD Leave or, in circumstances related to operational requirements, decline the application.
- (e) If a decision is made to decline, the CMO must, in writing within 2 weeks of the application, show the steps taken to resolve the operational issues relied on to not grant the leave.
- (f) The employee may contest the validity of the decision to decline via the and Dispute Resolution Procedure (clause 49). If an application remains declined, the untaken Professional Development Leave is accrued
- (g) Unused Professional Development Leave is not paid out on cessation of employment. The State Service Act 2000 provisions related to study or examination leave do not apply to the extent of any inconsistency with these provisions.

31. REIMBURSEMENT OF PROFESSIONAL DEVELOPMENT EXPENSES – MEDICAL PRACTITIONERS IN TRAINING LEVEL II, SPECIALIST MEDICAL PRACTITIONERS IN TRAINING, AND MEDICAL PRACTITIONERS LEVELS 1- 3

- (a) Medical Practitioners in Training Level II, and Medical Practitioners Levels 1- 3 are entitled to reimbursement of PD related expenses up to a maximum of \$1,500 per contract year (annually adjusted from 1 December 2010 by Hobart CPI as of June 30 each year).
- (b) Specialist Medical Practitioners in Training are entitled to reimbursement of PD related expenses up to a maximum of \$2,500 per contract year (annually adjusted from 1 December 2010 by Hobart CPI as of June 30 each year).



32. REIMBURSABLE PROFESSIONAL DEVELOPMENT EXPENSES CRITERIA – MEDICAL PRACTITIONERS IN TRAINING LEVEL II, SPECIALIST MEDICAL PRACTITIONERS IN TRAINING, AND MEDICAL PRACTITIONERS LEVELS 1- 3

- (a) A Medical Practitioners in Training Level II, Specialist Medical Practitioners in Training, and Medical Practitioners Levels 1- 3 is entitled to the PD reimbursement for the following expenditures:
- i. conferences and workshops, including registration fees, and reasonable travel and accommodation; and/or
 - ii. enrolment in relevant short courses, workshops or post-graduate courses recognised by the Specialty College; and/or
 - iii. any other reasonable expense related to professional development or education. A non exclusive list of examples includes: books, CDs, portable technological aids, mobile telephones (or iPods and like audio devices) and subscriptions where such resources are not otherwise provided by, or available from, the employer.
- (b) To avoid doubt, the test to be applied by the CMO to determine eligibility is based only on whether the expense has been incurred to support professional development or education. The particular item claimed (unless specifically referenced in this clause) is not in itself the determinant of eligibility. The item's demonstrated purpose is the only determinant for eligibility.

33. REIMBURSEMENT PROCEDURES – MEDICAL PRACTITIONERS IN TRAINING LEVEL II, SPECIALIST MEDICAL PRACTITIONERS IN TRAINING, AND MEDICAL PRACTITIONERS LEVELS 1- 3

- (a) A hospital must implement a simply drafted claim form that is quickly and easily completed by claimants with the intention of streamlining approval of an eligible claim under this clause.
- (b) Claims for reimbursement of PD expenses are to be submitted to the Chief Medical Officer (or delegate) for approval. Claims must be accompanied by original receipts.
- (c) Claims should be submitted within 3 months of expenditure and, where practicable, within the financial year to which they relate.
- (d) The employer must pay the reimbursable expense no later than 28 days after lodgement.
- (e) Where the CMO disputes the reasonableness and/or eligibility of a claim for the PD reimbursement, within 28 days of lodgement the CMO must notify the SMP in writing and seek clarification of the items in question. If the CMO first raises a PD eligibility dispute after 28 days from the date of lodgement, the reimbursement must be paid irrespective of any finding that the claim is ineligible.



- (f) A disputed claim resolved in the SMP's favour must be paid within 28 days from the date of resolution. A SMP should respond to the CMO request in writing and in a timely manner. The final CMO Determination of the disputed claim must occur as soon as practicable after notification. If the SMP disputes the CMO's final determination, the matter may be referred to the Grievance and Dispute Resolution Procedure (refer sub clause 49).
- (g) Any unused portion of the PD Reimbursement is not transferable from year to year and is not paid out on cessation of employment.



PART V – LEAVE ENTITLEMENTS

34. LEAVE RELIEF

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

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

35. RECREATION LEAVE

(a) Quantum of Leave

All full time employees, excluding those who are paid an allowance under the provision of Clause 11 - Salaries, subclause (f) - Fixed Term and Part-time Employees of this Agreement, shall receive 20 working days recreation leave on completion of each year of service which shall be paid at the employees base rate (inclusive of on call, qualification and managerial allowances).

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

(b) Additional Leave

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

- i. Employees whose hours of work are in accordance with Clause 18(a), including those employees other than Medical Practitioner in Training and Specialist Medical Practitioner in Training who by agreement participate in an after hours roster and whose hours of work are in accordance with Clause 18(a).
- ii. Employees who participate in an on call roster in accordance with Clause 22 - On Call subclause (a) paragraph (i) subparagraphs (1)(2)(3)(4) and (5).

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

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



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

- (d) Except as provided in subclause (d) - Parental Leave and subclause (e) - Recreation Leave of this clause and Clause 11 - Rates of Pay, subclause (f) - Fixed Term and Part-time Employees of this Agreement payment shall not be made or accepted in lieu of recreation leave.
- (e) 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 16 - Allowances, subclause (a) - Managerial Allowance, subclause (b) - Qualification Allowance and Clause 22 - OnCall - subclause (a) Rostered OnCall, of this Agreement which the employee would have worked had the employee not been on leave during the relevant period and no deduction shall be made for board and lodging. Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave at the time, unless otherwise specified by the employee. Payment shall be made not later than 12 noon on the last day of work prior to going on leave. It shall be the responsibility of the Head of Agency to advise the pay office of the impending leave when approved and authorise payment.
- (f) If after one month of continuous service in any qualifying 12 monthly period the employee lawfully leaves that employee's employment or that employment is terminated by the employer through no fault of the employee, the employee shall be paid at that employee's ordinary hourly rate of salary as follows:
 - i. 15.83 hours for each completed month of continuous service, for those employees entitled to 4 weeks leave and an additional one week leave for being on-call.
 - ii. 12.67 hours for each completed month of continuous service, for those employees not entitled to the additional one week leave.

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

- (g) Subject to the provisions of Clause 45(c) - Abandonment of Employment - of this Agreement, for the purpose of this clause service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident or paid leave entitlements. In calculating the period of 12 months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any 12 monthly period, be taken into account in calculating the period of 12 months continuous service.
- (h) Where employees have taken part or all of their recreation leave during the year of service and resign prior to the completion of that year's service the employer will be entitled to reimbursement of pay for leave taken in excess of that calculated pro-rata for



that year of service.

- (i) For an employee working in accordance with Clause 18, Hours of Work, subclause (a), recreation leave shall not exceed a maximum of 38 hours in any seven (7) day period.

36 PUBLIC HOLIDAYS

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

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

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

- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, the employee had been at work.
- (c) Where an employee is entitled to holidays in accordance with subclause (a) and is rostered to work on any of the prescribed holidays, the employee shall be paid at the rate of double time and one half, or by agreement, hours worked paid as time and one half and a day in lieu added to the employees recreation leave entitlement.

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

- (d) Where an employee is called back to duty on a public holiday - the employee shall be paid at the rate prescribed in Clause 22 - On Call of this Agreement.
- (e) An employee required to work on any of the holidays mentioned in subclause (a) hereof, where such holiday applies at the employee's normal place of work but because his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to their recreation leave entitlement.
- (f) Where part-time employees ordinary hours of work coincides with any of the holidays prescribed in subclause (a) then a part-time employee will be paid in accordance with his/her ordinary hours for that day.

PROVIDED that if a part-time employee is required to work on a holiday with pay as prescribed in subclause (a), then the employee will be entitled to the appropriate penalty payment specified in Clause 20 - Excess Time of this Agreement.



37. PARENTAL LEAVE

- (a) After 12 months of continuous service, parents are entitled to share a combined total of 52 weeks unpaid leave in relation to the birth or adoption of their child and
 - i. for Maternity Leave, the first 12 weeks are paid at the employee's normal rate of pay.
- (b). This sub clause is a summary only. This sub clause must be read in conjunction with, and is not intended to replace Schedule 2, Parental Leave.

38. BEREAVEMENT LEAVE

- (a) In the event of the death of a member of the employee's immediate family or member of their household (as defined) an employee will be granted up to 10 days paid bereavement leave
- (b). This sub clause is a summary only. This sub clause must be read in conjunction with, and is not intended to replace Schedule 3, Bereavement Leave.

39. SICK LEAVE / PERSONAL LEAVE

- (a) 'Personal Leave' means leave provided for:
 - (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of the immediate family or household who require care due to an unexpected emergency.
- (b) An employee is entitled to a maximum accrual of 152 hours in each personal leave year. In the first year of service an employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.
- (c) In respect of leave for personal illness or injury (sub clause 39(a)(1), an employee is entitled to leave on full pay (inclusive of allowances prescribed in Clause 35(e) - Allowances of this Agreement and exclusive of penalty payments). In respect of sub clauses 39(a)(2) and (3) an employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties).
- (d). This sub clause is a summary only. This sub clause must be read in conjunction with, and is not intended to replace Schedule 4, Sick Leave / Personal Leave.



40. JURY SERVICE

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

41. 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.



PART VI – EMPLOYMENT PROCEDURES & MISCELLANEOUS ENTITLEMENTS

42. PAYMENT OF SALARIES

(a) Time and interval of payment

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

(b) Late payment of wages

- i. Except in circumstances beyond the employer's control and subject to 42(c)(ii) an employee kept waiting for his/her wages on a normal pay day for more than a quarter of an hour after the end of rostered day shift on that day shall be paid waiting time at the rate of time and one half for all time kept so waiting with a minimum payment of a quarter of an hour.

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

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

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

- ii. Subject to 42(c)(ii), the provisions of 42(c)(i) shall have no effect in circumstances whereby payment cannot be effected on pay day and the employer and employee agree to an alternative arrangement for payment.
- iii. Should however, the employer fail to effect payment in accordance with the terms of the alternatively agreed arrangement, as provided in 42(c)(ii) the employee shall be deemed to have been kept waiting for his/her wages since pay day and shall therefore be entitled to payment in accordance with 42(c)(i)



until such time as payment is effected.

(c) Payment on termination

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

43. PROTECTIVE CLOTHING

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

44. REMOVAL EXPENSES

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

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

45. 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 16 - Allowances of this Agreement on a pro rata basis unless otherwise specified elsewhere in this Agreement, as the case may be. This shall not affect the right of the Head of Agency to dismiss an employee for misconduct or neglect of duty, in which case wages shall be paid up to the time of dismissal only.
- (b) Except in cases of misconduct, no employee shall be given notice of termination while on sick leave.
- (c) An employee who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence is to be considered on face



value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence)

46. TRANSFER OF MEDICAL PRACTITIONERS IN TRAINING

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

47. AMENITIES

Snacks and hot/cold drinks will be provided either via vending machines or some other suitable arrangement which is both accessible and nutritious for employees. This entitlement is in recognition that doctors working particularly at night may have difficulty obtaining food during their shifts.

48. PRIVATE PRACTICE ARRANGEMENTS

- (a) A Salaried Medical Practitioner may, within the public hospital setting in which they are employed, enter into a private practice arrangement with the employer, whereby the employer agrees to allow the SMP to use the hospital's facilities in order to provide medical services to private patients and, for which services, fees are charged by or on behalf of the SMP.
- (b) The terms and conditions of such private practice arrangements are to be specified and agreed in writing between the employer and the SMP, subject to the requirement that the provision of such services shall not, in any way, hinder the proper performance of the duties and responsibilities of the SMP as an employee.



Part VII – GRIEVANCE AND DISPUTE RESOLUTION / CONSULTATION AND CHANGE

49. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

- (a) The objectives of this procedure are to promote the resolution of grievances and disputes by measures based on consultation, cooperation, and discussion; to reduce the level of industrial disputation; and to avoid interruption to the performance of work and the consequential loss of service to the community and of wages.
- (b) In the first instance, the employee(s) and/or local employee organisation representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor. The local employee organisation representative shall be present if requested by either party.
- (c) If the grievance or dispute is not settled at that stage, the matter shall be referred to the unit, service or departmental head. The local employee organisation representative shall be present if requested by either party.
- (d) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and a nominated representative of the executive of the employee organisation.
- (e) It is agreed that steps (c) to (d) specified in this clause shall take place within seven days.
- (f) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for decision, which shall be accepted by all parties as settlement of the grievance or dispute.
- (g) Until the grievance/dispute is resolved through any or all of the steps (b) to (f) specified in this clause, work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose, except that the employer may require that the employee undertake alternative professional duties for which the employee is appropriately trained to perform without loss of salary where the grievance/dispute relates to professional misconduct or the provision of patient care. No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of work as above.
- (h) The foregoing grievance and dispute settling procedure is without prejudice to any statutory rights available to an employee under the provisions of the *State Service Act 2000*.

50. JOINT CONSULTATIVE COMMITTEE

- (a) The parties agree to establish a Joint Consultative Committee (JCC) for the purposes of overseeing the implementation of the Registered Agreement. The JCC will meet on a regular basis and will include AMA Tasmania / TSMPS nominated representatives from Specialist and Doctors-in-Training grades, together with senior Medical and Administrative officers from across the State.



- (b) A key role of the JCC will be to ensure that the administrative processes required to properly implement the terms of this Agreement are addressed. The JCC will not operate as a decision-making forum but will have particular responsibility to consider / make recommendations to the CEO/CMO in relation to the following:
- (1) policy & procedure to implement the HoA meal break, roster notice, workload management and amenity provisions for DITs
 - (2) issues related to specialist classification translation
 - (3) issues related to eligibility for reimbursements or CPD leave access

51 CHANGE MANAGEMENT

- (A) When the agency proposes major change in work arrangements and practices that are likely to have significant impacts on SMPs, and / or it is likely that such changes could benefit from the input / advice of affected SMPs professional judgement and / or professional or specialised knowledge, the agency is to notify the SMPs who may be effected and AMA Tasmania (for TSMPS) prior to the implementation of any changes.
- (b) Major change in work arrangements and practices that are likely to have significant impact on SMPs include those matters that may be directly linked to public hospitals / health care / health plan, the implementation of new technologies, systems and workplace practices that seek to improve productivity and efficiency and the quality and quantity of organisational outcomes.
- (C) affected SMPs will be provided with:
- i. Necessary information and documentation to enable proper consideration of the reasons for the proposal and the proposal's likely effects;
 - ii. Reasonable time to consider the proposal; and
 - iii. The opportunity to provide an alternative or modified proposal to the DHHS or Head of Agency.
- (d) The Agency is to consult with the relevant SMP to discuss the introduction of any changes referred to in sub clause 51b above and the effects the changes are likely to have on SMPs and measures proposed to avoid or reduce the adverse effects of such changes on SMPs.
- (e) For the purposes of this clause, consultation is not simply advice on what is about to happen. Consultation is providing the SMPs with genuine opportunity to influence the decision or decision maker. The Agency is to give proper consideration to any alternative proposals, and communicate these considerations to the proposer(s).



52. WORKPLACE FLEXIBILITY ARRANGEMENTS

(a) Workload Management

- i. The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- ii. The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.
- iii. To minimise workload issues the employer is to make every effort to ensure vacancies are filled within three months. If it appears likely this period will be exceeded supervisors and/or managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.
- iv. In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

(b) Work-Life Balance

- i. Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- ii. Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- iii. In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other, relevant, commitments.
- iv. Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.

(c) Workplace Flexibility Arrangements

- i. An individual employee, or group of employees, and a Head of Agency (or delegate) may agree to vary the application of certain terms of this award to meet the genuine needs of individual employee/s and/or an Agency's business requirements.



- ii. An employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of overtime or penalty allowances that would otherwise apply.
- iii. In any negotiations concerning an alteration of the hours of work or the spread of hours the employer and the employee are to consider the following matters:
 - (1) The maximum efficiency of the operation of the Agency;
 - (2) The retention of normal productivity levels within the Agency;
 - (3) Any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day of the week
- iv. In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:
 - (1) The span of hours;
 - (2) Maximum hours that can be worked in specified periods;
 - (3) The rate and applicability of overtime penalty rates;
 - (4) The provision of a rostered or accrued days off;
 - (5) Record keeping.
- v. Entering and Terminating Workplace Flexibility Arrangements
- vi. Each individual employee and the Agency must genuinely reach agreement without coercion or duress.
- vii. The terms the employee/s and the Agency may agree to vary are those relating to:
 - (1) hours of work and arrangements for when work is performed;
 - (2) overtime rates;
 - (3) shift and penalty rates;
 - (4) allowances;
 - (5) availability and recall provisions; and
 - (6) substituting another day for a Holiday with Pay.
- viii. The agreement may be terminated:
 - (1) by the employee/s or the Agency by giving a minimum of four weeks' notice of



termination, in writing, to the other party; or

(2) at any time, by written agreement between the Agency and the employee/s.

ix. Administration of Workplace Flexibility Arrangements

x. The agreement between the employee/s and the Agency is to:

- (1) be confined to vary only one or more of the terms listed in paragraph (ii) of subclause (b) of this clause;
- (2) be in writing detailing the relevant award clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clause(s) are to be applied;
- (3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and Head of Agency or delegate;
- (4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;
- (5) state the date the agreement commences and the period for which it operates;
- (6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;
- (7) notwithstanding paragraph (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.

xi. The Agency must provide a copy of the agreement to the employee and retain a copy of the agreement in accordance with section 75 of the *Industrial Relations Act 1984* on the employee's personal file. Details of the arrangement, without personal identifying information, are to be provided to the Director, Public Sector Management Office, and union with relevant industrial coverage

TSMPS Participation in Negotiating a Workplace Flexibility Agreement

- xii If an employee is a member of TSMPS / AMA Tasmania which has an interest in the relevant award pursuant to section 63(10) of the *Industrial Relations Act 1984*, the employee may choose to be represented by that union to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.
- xiii TSMPS / AMA Tasmania must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.
- ivx TSMPS / AMA Tasmania involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.



53. STRUCTURAL EFFICIENCY: FACILITATION

(a) Consultative Procedures

- i. The parties to this Agreement are committed to co-operating to increase the productivity, efficiency and effectiveness of the public health system and to provide employees with access to improved career opportunities.
- ii. In each health service facility the employer, employees and their organisation(s), shall establish appropriate consultative arrangements. The consultative mechanisms, consistent with the objectives of subclause (a)(i), may consider measures raised by the employer, employee or organisation(s) including:
 - (1) implementation of structural change;
 - (2) training;
 - (3) job redesign; and
 - (4) workplace arrangements.
- iii. Due regard will be had to existing consultative mechanisms to ensure that there is no duplication.

(b) Employment Agreements

- i. Notwithstanding anything contained in this Agreement, but subject to the provision of this clause, an Agreement may be entered into between the employer and all or some of the employees engaged by the employer to increase efficiency and flexibility at a particular workplace.
- ii. An Agreement under subclause (b)(i) shall be subject to the following requirements:
 - (1) The majority of employees affected by the change must genuinely agree to the change;
 - (2) The Agreement taken as a whole shall not confer a lesser benefit to any employee than is available under this Agreement;
 - (3) The changes shall not affect provisions reflecting national standards;
 - (4) The relevant employee organisation(s) will be advised by the employer of the intention to commence discussions with employees on an Agreement under this clause;
 - (5) The employer and the relevant employee organisation(s) must be party to the Agreement;
 - (6) The relevant employee organisation(s) shall not unreasonably oppose any Agreement where the majority of employees affected by the change genuinely agree to the change.
- iii. Any enterprise Agreement shall be signed by the parties, being the employer and the



employee organisation(s) and contains the following:

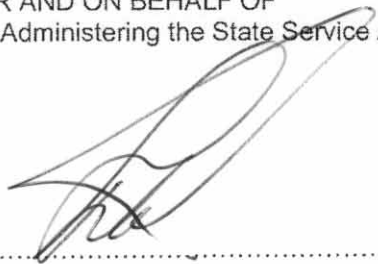
- (1) The term of the Agreement;
 - (2) The parties covered by the Agreement;
 - (3) The categories of employees covered by the Agreement;
 - (4) The means by which a party may retire from the Agreement;
 - (5) The means by which the Agreement may be varied; and
 - (6) Where appropriate (and other than provided for under Clause 49 - Grievance and Dispute Settlement Procedure of this Agreement), the means by which any dispute arising in respect to the Agreement may be resolved.
- iv. Existing facilitative provisions of awards and practices arising from the application of these provisions shall remain unaffected by the foregoing.
- v. Any Agreement which seeks to vary a provision of this Agreement shall be referred to the Tasmanian Industrial Commission.
- (c) Task Broadening
- i. The employer may direct an employee to carry out such duties as are within the limits of the employee's competence and training and with established quality assurance protocols, provided that such duties are not designed to promote de-skilling or would invalidate or be in conflict with an employee's approved training program or be in conflict with the employee's clinical privileges.
 - ii. The employer may direct an employee to carry out such duties provided that the employee has been appropriately trained and, where applicable, appropriately credentialed and has maintained an ongoing acceptable competence in the performance of such duties.
 - iii. An employee will not be required to carry out any duties which are inconsistent with the employer's responsibility to provide a safe and healthy working environment.



54. SIGNATORIES

This Agreement is made in Hobart on the 14th of December 2009

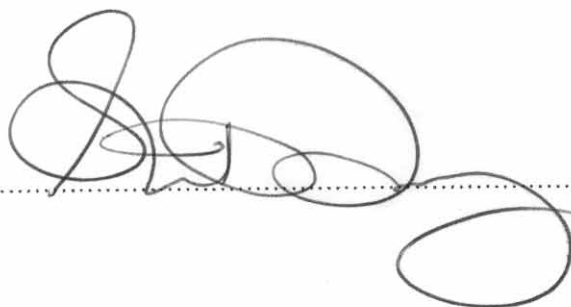
SIGNED FOR AND ON BEHALF OF
The Minister Administering the State Service Act 2000



SIGNED FOR AND ON BEHALF OF
The Australian Medical Association (Tasmania)



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



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



SCHEDULE ONE – RATES OF PAY

(a) Rates of pay apply consistent with this Agreement and from the first pay period on or after the operative dates as follows:

i. From the first pay period on or after 1 December 2009:

Classification	Annual Rate of Pay
Medical Practitioner in Training Level 1	\$58,369
Medical Practitioner in Training Level 2 Year 1	\$62,252
Medical Practitioner in Training Level 2 Year 2	\$64,955
Medical Practitioner in Training Level 2 Year 3	\$70,178
Specialist Medical Practitioner in Training Level 1 Year 1	\$75,556
Specialist Medical Practitioner in Training Level 1 Year 2	\$80,198
Specialist Medical Practitioner in Training Level 1 Year 3	\$85,309
Specialist Medical Practitioner in Training Level 1 Year 4	\$89,685
Specialist Medical Practitioner in Training Level 2 Year 1	\$100,541
Specialist Medical Practitioner in Training Level 2 Year 2	\$106,913
Medical Practitioner Level 1 Year 1	\$77,682
Medical Practitioner Level 1 Year 2	\$84,366
Medical Practitioner Level 2 Year 1	\$88,541
Medical Practitioner Level 2 Year 2	\$92,718
Medical Practitioner Level 3 Year 1	\$98,064
Medical Practitioner Level 3 Year 2	\$106,081
Medical Practitioner Level 4 Year 1	\$113,601
Medical Practitioner Level 4 Year 2	\$118,611
Medical Practitioner Level 4 Year 5	\$123,625

Classification	Annual Rate of Pay
Specialist Medical Practitioner Year 1	\$123,744
Specialist Medical Practitioner Year 2	\$128,725
Specialist Medical Practitioner Year 3	\$133,676
Specialist Medical Practitioner Year 4	\$138,627
Specialist Medical Practitioner Year 5	\$143,578
Specialist Medical Practitioner Year 6	\$148,529
Specialist Medical Practitioner Year 7	\$153,480
Specialist Medical Practitioner Year 8	\$157,193
Specialist Medical Practitioner Year 9	\$162,144
Specialist Medical Practitioner Year 10	\$163,382
Specialist Medical Practitioner Year 11	\$164,619
Specialist Medical Practitioner Year 12	\$165,857
Specialist Medical Practitioner Year 13 and thereafter	\$178,522



- ii. From the first pay period on or after 1 December 2010:

Classification	Annual Rate of Pay
Medical Practitioner in Training Level 1	\$58,953
Medical Practitioner in Training Level 2 Year 1	\$62,875
Medical Practitioner in Training Level 2 Year 2	\$65,605
Medical Practitioner in Training Level 2 Year 3	\$70,880
Specialist Medical Practitioner in Training Level 1 Year 1	\$76,312
Specialist Medical Practitioner in Training Level 1 Year 2	\$81,000
Specialist Medical Practitioner in Training Level 1 Year 3	\$86,162
Specialist Medical Practitioner in Training Level 1 Year 4	\$90,582
Specialist Medical Practitioner in Training Level 2 Year 1	\$101,546
Specialist Medical Practitioner in Training Level 2 Year 2	\$107,982
Medical Practitioner Level 1 Year 1	\$78,459
Medical Practitioner Level 1 Year 2	\$85,210
Medical Practitioner Level 2 Year 1	\$89,426
Medical Practitioner Level 2 Year 2	\$93,645
Medical Practitioner Level 3 Year 1	\$99,045
Medical Practitioner Level 3 Year 2	\$107,142
Medical Practitioner Level 4 Year 1	\$114,737
Medical Practitioner Level 4 Year 2	\$119,797
Medical Practitioner Level 4 Year 5	\$124,861

Classification	Annual Rate of Pay
Specialist Medical Practitioner Year 1	\$126,887
Specialist Medical Practitioner Year 2	\$131,962
Specialist Medical Practitioner Year 3	\$137,038
Specialist Medical Practitioner Year 4	\$142,113
Specialist Medical Practitioner Year 5	\$147,189
Specialist Medical Practitioner Year 6	\$152,264
Specialist Medical Practitioner Year 7	\$157,340
Specialist Medical Practitioner Year 8	\$161,146
Specialist Medical Practitioner Year 9	\$166,222
Specialist Medical Practitioner Year 10	\$167,491
Specialist Medical Practitioner Year 11	\$170,029
Specialist Medical Practitioner Year 12 and thereafter	\$180,307



iii. From the first pay period on or after 1 December 2011:

Classification	Annual Rate of Pay
Medical Practitioner in Training Level 1	\$60,427
Medical Practitioner in Training Level 2 Year 1	\$64,447
Medical Practitioner in Training Level 2 Year 2	\$67,245
Medical Practitioner in Training Level 2 Year 3	\$72,652
Specialist Medical Practitioner in Training Level 1 Year 1	\$78,220
Specialist Medical Practitioner in Training Level 1 Year 2	\$83,025
Specialist Medical Practitioner in Training Level 1 Year 3	\$88,316
Specialist Medical Practitioner in Training Level 1 Year 4	\$92,847
Specialist Medical Practitioner in Training Level 2 Year 1	\$104,085
Specialist Medical Practitioner in Training Level 2 Year 2	\$110,682
Medical Practitioner Level 1 Year 1	\$80,420
Medical Practitioner Level 1 Year 2	\$87,340
Medical Practitioner Level 2 Year 1	\$91,662
Medical Practitioner Level 2 Year 2	\$95,986
Medical Practitioner Level 3 Year 1	\$101,521
Medical Practitioner Level 3 Year 2	\$109,821
Medical Practitioner Level 4 Year 1	\$117,605
Medical Practitioner Level 4 Year 2	\$122,792
Medical Practitioner Level 4 Year 5	\$127,983

Classification	Annual Rate of Pay
Specialist Medical Practitioner Year 1	\$132,011
Specialist Medical Practitioner Year 2	\$137,291
Specialist Medical Practitioner Year 3	\$142,572
Specialist Medical Practitioner Year 4	\$147,852
Specialist Medical Practitioner Year 5	\$153,133
Specialist Medical Practitioner Year 6	\$158,413
Specialist Medical Practitioner Year 7	\$163,694
Specialist Medical Practitioner Year 8	\$168,973
Specialist Medical Practitioner Year 9	\$174,254
Specialist Medical Practitioner Year 10	\$179,534
Specialist Medical Practitioner Year 11 and thereafter	\$184,815



SCHEDULE TWO – 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.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of six months.
- (ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
 - (1) on a regular and systematic basis for several periods of employment; or
 - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (iv) **'Employee'** includes full time, part time, permanent, fixed term and "eligible" casual employees.
- (v) **'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.
- (vi) Normal rate of pay means an employee's rate of salary and includes allowances (excluding shift or weekend allowances, overtime or penalties) which would have continued to be paid but for taking parental leave.

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

 - (1) the average of the hours worked by the employee over the preceding 12 months or;
 - (2) the actual hours of work at the time of commencement of leave.
- (vii) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.



(viii) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.

(ix) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

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

- (1) have a relationship as a couple; and
 - (2) are not married to one another or related by family.
- (x) **'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.
- (xi) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*

(b) Entitlement

- (i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.
 - (ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:
 - (1) for maternity and paternity leave an unbroken period of up to one week at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
 - (2) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.
 - (iii) Right to request
 - (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
 - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;
- to assist the employee in reconciling work and parental responsibilities.



- (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
 - (v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.
- (c) Maternity Leave
- (i) 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 clause (b)(i).
 - (ii) The rate of pay for the period of paid absence is the normal rate of pay, as defined, for that employee.
 - (iii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (1) at least ten weeks notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
 - (2) at least four weeks notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
 - (3) particulars of any period of paternity leave sought or taken by her spouse.
 - (iv) An employee is not in breach of this clause if failure to give the required notice is due to confinement occurring earlier than the presumed date.
 - (v) Subject to sub-clause(c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
 - (vi) 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.
- (d) Special Maternity Leave
- (i) 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.

- (ii) here a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
- (iii) here 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.

(e) Paternity Leave

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

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

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

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (ii) 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.
- (iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of



the child; and

- (2) particulars of any period of adoption leave sought or taken by the employee's spouse.
 - (iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
 - (v) 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.
 - (vi) 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.
 - (vii) 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.
 - (viii) Adoption leave with pay may be granted in cases where a child is over 5 years of age and special circumstances exist.
- (g) Variation of Period of Parental Leave

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

(h) Parental leave and other entitlements

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



(i) Transfer to a Safe Job

- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.
- (ii) 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.

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

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

(k) Right to request

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



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

(iii) An employee may return to work on a modified basis that may involve the employee:

- (1) working on different days or at different times, or both; and/or
- (2) working on fewer days or for fewer hours or both, and/or
- (3) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (i) applied.



SCHEDULE THREE

BEREAVEMENT LEAVE

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

(a) Definitions

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

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

 - (i) have a relationship as a couple; and
 - (ii) are not married to one another or related by family.
- iii. child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(b) Paid Leave Entitlement

In the event of the death of a member of the employee's immediate family or household an employee will be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

- (c) This clause has no application while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (d) Provided that no payment will be made in respect of the employee's rostered days off.

Evidence Requirements

- (e) The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.

Unpaid Bereavement Leave

- (g) An employee may take unpaid bereavement leave by agreement with the employer.

Casual Employees



- (h) Subject to the evidentiary requirements in subclause (e), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (i) The employer and the employee will agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (j) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

Replacement Employees

- (k) 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.
- (h) 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 (g) and the right to request provisions of subclause (b)(iii).
- (i) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

Communication During Parental Leave

- (j) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:
 - i. 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
 - ii. 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.
- (k) 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.
- (L) 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 (m)(i) above.



SCHEDULE FOUR

PERSONAL LEAVE (INCLUDES SICK LEAVE)

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

(a) Definitions

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

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

- (A) have a relationship as a couple; and
 - (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
- (vi) 'Medical Certificate' issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.
- (vii) 'Personal Leave' means leave provided for:
- (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of their immediate family or household who require care due to an unexpected emergency.

(b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:
 - (1) due to personal illness or injury; or



- (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (c) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (d) An employee is entitled to a maximum accrual of 152 hours in each personal leave year except as prescribed in subclause (c) of this clause. In the first year of service an employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.
- (e) In respect of leave for personal illness or injury, an employee is entitled to leave on full pay (inclusive of allowances prescribed in Clause 10 - Allowances of this Agreement and exclusive of penalty payments). In respect of the other forms of leave under this Schedule, an employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties).

Accumulation of personal leave

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

The effect of workers compensation

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

Personal Leave for Personal Injury or Sickness

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

Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 76 hours personal leave, including accrued personal leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (j) Leave may be taken for part of a single day.

- (k) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in



subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

Sole Person Accessing Leave

(h) In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.

Employee Must Give Notice

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

(j) An employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

(k) As far as practicable the employee is to state:

- the nature of the injury or illness and;
- the estimated duration of the absence.

(ii) As far as practicable an employee taking personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency is to give the employer:

- notice prior to the absence of the intention to take leave;
- the name of the person requiring care and their relationship to the employee;
- the reasons for taking such leave; and the estimated length of absence.

(iii) If it is not practicable for the employee to give prior notice of the absence, the employee is to notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(i) Evidence Supporting Claim

Subject to subclause (j) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

(i) Where evidence is required and where reasonably practicable to do so;

(1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner

(2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee

(3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation



acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness requires care by the employee.

(j) Days Without Medical Certificate for Personal Injury or Illness

(i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a certificate from a registered health practitioner.

(ii) A medical certificate from a registered health practitioner is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of 38 hours without a medical certificate in any personal leave year.

(k) Calculation of Personal Leave Year

(i) A personal leave year for the purposes of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

(ii) For any period of leave without pay, including personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(l) Verification of Illness

Personal leave on account of personal illness or injury is not to be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer at any reasonable time and place and with reasonable notice.

(m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (h) and (i) are met.

(n) Casual Employees – Caring Responsibilities

(i) Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.



(ii) The employer and the employee are to agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(o) Personal Leave for Part-Time Employees

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

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

20 hours to less than 30 hours per week 114 hours pa
30 hours and above 152 hours pa



SCHEDULE FIVE

MEAL ALLOWANCE

Meals on Duty

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

Meal Allowance – Day Travel

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

Meal Allowance – Overtime

- iii. Where an employee is required to commence duty at their 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 normal hours of duty, and that requirement necessitates the employee obtaining a meal away from home, that employee shall, subject to this paragraph, be paid a meal allowance at the rates prescribed in subclause (d) of this clause:

PROVIDED that where an employee who is required to work overtime on a Saturday, Sunday or holiday with pay, has been given prior notice the previous day or earlier, the employee shall not be entitled to the meal allowance BUT where such prior notice has not been given the employee shall attract such payment.

- iv. Meal Allowance – Rates

<u>Meal</u>	<u>Rate of Allowance</u>
	\$
Breakfast	11.15
Lunch	12.50
Dinner	21.75

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2008/18, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.



SCHEDULE SIX**TRAVELLING ALLOWANCE**

Travelling

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

(1) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

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

Overnight Accommodation

<u>Accommodation</u> <u>Venue</u>	<u>Overnight Accommodation</u> <u>Rate</u> \$
Adelaide	157.00
Brisbane	201.00
Canberra	145.00
Darwin	159.00
Melbourne	173.00
Perth	164.00
Sydney	183.00
Tasmania	117.00

Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	22.30
Lunch	Applicable 12.30 – 2.00pm	25.00
Dinner	Applicable 6.00pm – 7.30pm	43.00



Incidental Expenses

Payable per overnight stay: 16.50

- (ii) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2008/18, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.
- (2) Pre-Booking and Payment of Accommodation
 - (i) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
 - (ii) In such cases the accommodation component of the Travel Allowance Expense will not be paid.
- (3) Payment of Actual Travel Expense
 - (i) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals and/or incidental expenses in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.
 - (ii) In such cases the accommodation and/or meal allowances and/or incidental expenses prescribed in paragraph (a)(i) of this clause are not to be paid but the actual expenses incurred in the course of business travel are to be reimbursed to the employee..
 - (iii) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.
- (4) Payment for Employee Choice
 - (i) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause.
 - (ii) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.



- (iii) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.
- (5) Advance Payment of Travel Allowance Expense
- If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.
- (6) Additional Transport Costs Incurred On Work Related Travel
- An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.
- (7) Conference and Training Course Incidental Allowance
- An employee required to attend a training course or conference where accommodation and meals are provided is to be paid the incidental expenses and Meals Allowance as prescribed in paragraph (a)(i) of this clause.
- (8) Temporary Assignment of Duties at an Alternate Location
- An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:
- (i) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and
 - (ii) after three weeks travelling allowances at a rate determined by the employer.
- (9) Systematic Travelling
- An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.
- (10) Overseas Travel Allowance Expense
- An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.



Excess Fares

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

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

Private Vehicle Use

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

<u>Annual Kilometres Travelled On Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 1</u> <u>2 litres and above</u>	<u>Rate 2</u> <u>Less than 2 litres</u>
First 10,000 kilometres	71.81(100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (46%)

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

Occasional User

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

<u>Annual Kilometre Travelled on Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 3</u> <u>2 litres and above</u>	<u>Rate 4</u> <u>Less than 2 litres</u>
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (46%)



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

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

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

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

Variations to the other rates specified in the tables in subclauses (c)(i) and (c)(ii) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (3) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorized by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

- (4) In addition the following allowances are to be paid to employees:

- (i) Where stationed in Category R as provided in Part V - Expense and Other Allowances, Clause 1 - Location Allowances, subclause (a)(iii)(1) thereof - \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.
- (ii) Where stationed in Category B as provided in Part V - Expense and Other Allowances, Clause 1 - Location Allowances, subclause (a)(iii)(2) thereof - \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.
- (iii) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned - \$9.90 per month.
- (iv) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
- (v) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
- (vi) Where authorised to use a motor cycle - 9.67 cents for each kilometre travelled on duty.



- (5) Where an employee is required to provide a private motor vehicle in accordance with subclause (c)(i) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee is to be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (6) Where a part-time employee is eligible for any payment under subclause (c)(vii) of this clause, such allowance is to be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (7) Unless otherwise directed by the employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.
- (8) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (c)(i) and (c)(ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

(f) Board and Lodging

Employees covered by this Agreement will be subject to Board and Lodging provisions specified in the State Services Act 2000.



SCHEDULE 7

CLASSIFICATION STANDARDS

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

Supervision/Direction Received:

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

Level of Responsibility:

An employee at this level is responsible for:
functions which are within their skill and competence to perform (as determined by supervising employees); adherence to Agency and professional protocols and standards.

Desirable Features/Characteristics of this Level:

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

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

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:
functions which are within their skill and competence to perform (as determined by supervising employees);
adherence to Agency and professional protocols and standards;
routine medical decisions.



Desirable Features/Characteristics of the Level

An employee at this level:

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

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

Supervision/Direction Received

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

Level of Responsibility

An employee at this level is responsible for:
the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
adherence to agency and professional protocols and standards;
maintaining a high level of medical competency.

Desirable Features/Characteristics of the Level

An employee at this level:

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

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

Supervision/Direction Received

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



Level of Responsibility

An employee at this level is responsible for:
the functions/tasks which are within their skill and competence to perform (as determined by supervising employees);
the adherence to agency and professional protocols and standards;
supervision and teaching of Medical Practitioner Level 1, Medical Practitioner in Training Level I, Level II and medical students;
a level of clinical privileges determined; .
maintaining a high level of medical competency.

Desirable Features/Characteristics of the Level

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

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

Supervision/Direction Received

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

Level of Responsibility

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



Desirable Features/Characteristics of the Level

An employee at this level:

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

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

Supervision/Direction Received

Receives broad direction and limited supervision from senior medical employees.

Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics of the Level

An employee at this level:

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



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

Supervision and Direction Received

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

Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics

An employee at this level:

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

Administrators at this level may also be required:
to perform clinical functions in addition to administrative duties;
to be a member of appropriate committees.

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

Supervision/Direction Received

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



Level of Responsibility

An employee at this level is responsible for:

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

Desirable Features/Characteristics of the Level

An employee at this level:

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

Clinicians at this level may also:

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

Administrators at this level may also:

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

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

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



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

