

Department of Health and Human Services

*Industrial Relations Act 1984
Section 55*

*Rural Medical Practitioners (Public Sector)
Agreement 2003*

Between the

Minister Administering the State Service Act 2000

and

Tasmanian Branch of the Australian Medical Association

1. TITLE

This Agreement shall be referred to as the “Rural Medical Practitioners’ (Public Sector) Agreement 2003”.

2. ARRANGEMENT

| <u>Subject Matter</u> | <u>Clause No.</u> | <u>Page No.</u> |
|--|--------------------------|------------------------|
| Title | 1 | 2 |
| Arrangement | 2 | 2 |
| Parties and Persons Bound | 3 | 2 |
| Date and Period of Operation | 4 | 3 |
| Definitions | 5 | 3 |
| Classification Criteria | 6 | 4 |
| Appointment | 7 | 4 |
| Remuneration | 8 | 4 |
| Hours of Employment | 9 | 4 |
| Duties | 10 | 5 |
| Extended Service Availability Fee | 11 | 6 |
| Ongoing Medical Education | 12 | 7 |
| Record of Hours | 13 | 7 |
| Medical Records | 14 | 7 |
| Allowances | 15 | 7 |
| (a) Obstetrics Allowance | | 7 |
| (b) Pharmacy Allowance | | 7 |
| (c) Anaesthetic Allowance | | 7 |
| (d) Surgical Allowance | | 8 |
| (e) Kilometrage Allowance | | 8 |
| Leave | 16 | 8 |
| (a) Leave Without Pay | | 8 |
| (b) Parental Leave | | 8 |
| Instruments and Equipment | 17 | 8 |
| Grievance and Dispute Settlement Procedure | 18 | 8 |
| Abandonment of Employment | 19 | 9 |
| Termination of Employment | 20 | 9 |
| Facilitative Clause | 21 | 9 |
| Salary Sacrifice/Packaging | 22 | 10 |
| No Extra Claims | 23 | 10 |
| Signatories | 24 | 11 |
| | Schedule 1 | 12 |
| | Schedule 2 | 13 |
| | Schedule 3 | 14 |
| | Schedule 4 | 20 |

3. PARTIES AND PERSONS BOUND

This Agreement shall apply to and be binding on:

- (a) all employees (whether members of a registered organisation or not) for whom classifications appear in this agreement;
- (b) the Tasmanian Branch of the Australian Medical Association and the officers of that organisation and their members for whom classifications appear in this agreement; and
- (c) the Minister Administering the State Service Act 2000.

4. DATE AND PERIOD OF OPERATION

This agreement shall come into effect on and from the first full pay period on or after the date of registration of the agreement and shall remain in force for a period of three years.

5. DEFINITIONS

‘Allocated Hours’ means the number of hours the employer has allocated to an employee to provide medical services in a health facility or a community setting.

‘Association’ means the Tasmanian Branch of the Australian Medical Association.

‘Clinical Privileges’ means the permission granted to an employee to provide medical and other patient care services within the employee’s qualifications and expertise. It defines the area of clinical responsibility that an employee is permitted to exercise in a hospital or health facility.

‘Employee’ means a medical practitioner who occupies a position covered by this agreement.

‘Employer’ means the Minister Administering the State Service Act 2000 or his/her delegated representative.

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

‘Medical Practitioner’ means a person duly registered as such under the provisions of the Medical Practitioners Registration Act 1996 and maintains such registration.

‘Post Graduate Experience’ means full time experience in the practice of medicine subsequent to graduation from a faculty of medicine.

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

‘Rural Community’ means a community as listed in Schedule 1 of this agreement as may be amended from time to time by mutual agreement.

6. CLASSIFICATION CRITERIA

‘Rural Medical Practitioner Level 1’ is a medical practitioner not otherwise classified under this agreement.

‘Rural Medical Practitioner Level 2’ is a medical practitioner who holds vocational registration or Fellowship of the Royal Australian College of General Practitioners (FRACGP), or equivalent qualification.

Provided that an employee employed prior to the registration of this agreement and classified under the Tasmanian Visiting Medical Practitioners (Public Sector) Agreement 2002 as a Visiting Medical Practitioner Level 2, shall not require the fellowship of FRACGP or equivalent, to be classified as a Rural Medical Practitioner Level 2 under this agreement.

7. APPOINTMENT

- (a) Employees shall be appointed in accordance with the provisions of the State Service Act 2000 and Regulations.

Provided that an employee employed after the date of commencement of this agreement shall be engaged under a general contract of service under the abovementioned Act.

- (b) Where an employee is employed as a locum, he/she shall be paid in accordance with this agreement.

8. REMUNERATION

- (a) The hourly rates applicable to the classification levels outlined in Clause 7 - Classification Criteria are as follows:

| | | ffpp 1 November 2003 | ffpp 1 July 2004 |
|------------------------------------|-------|----------------------------|---------------------|
| | \$ | \$ | \$ |
| Rural Medical Practitioner Level 1 | 84.48 | 88.70 | 92.92 |
| Rural Medical Practitioner Level 2 | 95.37 | 100.14 | 104.91 |

- (b) The hourly rates provided in subclause (a) of this clause are inclusive of an allowance for recreation leave, conference leave, sabbatical leave and sick leave.

9. HOURS OF EMPLOYMENT

- (a) The employer may allocate to an employee up to a maximum of 18 hours per week to provide medical services.

Provided that in exceptional circumstances the employer may approve on a temporary basis an increase in hours above the prescribed maximum.

- (b) The hours allocated to an employee shall be worked by agreement between the employer and the employee. Where no agreement can be reached, the allocated hours shall be worked at the direction of the employer.
- (c) The employer shall on an annual basis, review the number of hours allocated to the employee. Such review shall include direct liaison between the employee and the employer and may lead to the number of hours being maintained, increased or decreased.

Provided that the employer retains the right to vary an employee's allocated hours within the twelve month period, with one months notice to the employee.

10. DUTIES

- (a) An employee shall render medical services within the range of his/her professional qualifications and clinical experience and provide other such duties (including teaching, research, public health, health promotion, medical support to the volunteer ambulance as well as undertake the role of coordinator) as may be specified in his/her position description, contractual arrangements or instructions by the employer in accordance with his/her clinical judgement and normal standards of medical care.

Provided that during the allocated hours in a health facility, medical services shall only be rendered to hospital patients.

Provided further that where an employee refuses to undertake an activity as provided in this subclause his/her clinical privileges may be withdrawn.

- (b) The employer undertakes not to interfere with the personal, professional and clinical relationships between an employee and his/her patients and shall not interfere in any way with matters of clinical judgement.

Provided that where the employer is dissatisfied with the employee's management of a hospital patient, that employee shall be required to consult with a medical practitioner who is appropriately qualified to assess the patient's medical condition.

Provided further that nothing in this clause shall limit the ability of an employee to utilise the provisions of Clause 18 - Grievance and Dispute Settlement Procedure.

11. EXTENDED SERVICE AVAILABILITY FEE

(a) Availability Fee

The employer may require an employee to be rostered to provide an extended service in those facilities listed in Schedule 2 of this Agreement.

Where the employer requires an employee to be so rostered, he/she shall be paid a % of the availability fee of \$30,000 per annum in accordance with the Tier level determined for the particular location, divided by the number of employees participating in the extended service roster.

Except that for the duration of this Agreement, Cygnet and Triabunna will receive a fee of \$10,200 per annum divided by the number of employees providing such a service.

Provided that such a fee shall be paid in equal fortnightly payments and shall not be payable during any period of leave.

Provided further that where the employer recalls to duty an employee who is on roster to provide an out of hours service, and the employee fails to attend such recall, the employee may not be eligible for the fee prescribed in this clause.

(b) Call Back

(i) An employee who at the request of the employer is called back to attend a hospital patient shall be remunerated at the appropriate non-rolled up hourly rate as follows:

| | | ffpp 1 November 2003 | ffpp 1 July 2004 |
|------------------------------------|-------|-------------------------------|------------------------|
| | \$ | \$ | \$ |
| Rural Medical Practitioner Level 1 | 72.82 | 76.46 | 80.10 |
| Rural Medical Practitioner Level 2 | 81.84 | 85.93 | 90.02 |

(ii) An employee may be called back by the employer to undertake admissions outside normal allocated hours as well as to provide emergency and obstetrics care.

(iii) The duration of call backs shall include actual travelling time to and from the health facility to a maximum of fifteen minutes each way, with payment calculated to the nearest quarter hour with a minimum payment of one hour.

(iv) Casualty and outpatient services are provided as an extension of the medical practitioner's surgery practice, and are therefore part of the Commonwealth/Medicare payment system. Where a patient is seen in the casualty area of a health facility they shall be deemed a Medicare patient in all circumstances, except where a decision is made to admit the patient as a hospital patient, and the majority of the consultation occurs after such decision.

(v) Where the employee is recalled within one hour of a previous call back, the employee shall not be entitled to any additional payment for the time worked,

including travelling time, within a period of one hour from the commencement of the previous recall.

- (vi) All payments under this clause shall require the approval of the employer.

12. ONGOING MEDICAL EDUCATION

An employee undertaking a structured program of ongoing medical education approved by the employer shall be paid at the rate of 50% of his/her normal hourly rate in accordance with the following:

- (a) an employee who has been allocated 4 hours per fortnight or greater shall be eligible to undertake ongoing medical education of up to 2 hours per fortnight.
- (b) An employee who has been allocated less than 4 hours per fortnight shall be eligible to undertake ongoing medical education of up to 1 hour per fortnight.

13. RECORD OF HOURS

An employee shall be required to keep a record of all hours worked including allocated hours, call backs and ongoing medical education. Such record shall include the date upon which the service was rendered, including commencing and finishing times, as well as a general description of the service provided.

14. MEDICAL RECORDS

An employee shall take all reasonable steps to ensure that adequate clinical records for patients under his/her care are compiled and completed at the hospital or health facility where the service was rendered. Using a form supplied by the employer a patient discharge summary shall normally be prepared within 48 hours of discharge to enable an appropriate standard of ICD coding.

15. ALLOWANCES

- (a) Obstetrics Allowance

An employee who is appropriately qualified and required by the employer to provide an obstetric service shall be paid an allowance of \$2000 per annum, payable in arrears.

- (b) Pharmacy Allowance

An employee who is licensed and required by the employer to provide a medication dispensing service shall be paid an allowance of \$2000 per annum, payable in arrears.

- (c) Anaesthetic Allowance

An employee who is appropriately qualified and required by the employer to provide an anaesthetic service shall be paid an allowance of \$2000 per annum, payable in arrears.

Surgical Allowance

An employee who is appropriately qualified and required by the employer to provide a surgical service shall be paid an allowance of \$2000 per annum, payable in arrears.

(e) Kilometrage Allowance

(i) Where an employee:

- (1) receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis; or
- (2) is required by the employer to provide medical services greater than 16 kilometres from his/her normal place of employment,

an allowance shall be paid a kilometrage allowance in accordance with the following rates:'

| Annual kilometrage travelled on duty in a financial year | Cents per kilometre | |
|---|---------------------|--------------------|
| | 2 litres and above | Less than 2 litres |
| First 10,000 kilometres | 41.94 (100%) | 36.07 (86%) |
| Any Additional kilometres | 22.23 (53%) | 19.29 (46%) |

- (ii) The rates specified in paragraph (i) of this sub-clause may be varied from time to time in accordance with rates specified in the General Conditions of Employment Award.

16. LEAVE

(a) Leave Without Pay

An employee may take leave without pay at a time and for a period that is mutually convenient to both the employer and the employee.

(b) Parental Leave

See schedule 3 of this Agreement.

17. INSTRUMENTS AND EQUIPMENT

The employer shall in consultation with the employee concerned, supply appropriate instruments, equipment and materials necessary to undertake the duties expected of the employee.

18. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

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

- (a) In the first instance, the employee(s) and/or Association representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor.
- (b) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and the appropriate representative of the Association.
- (c) It is agreed that steps (a) to (b) shall where practicable take place within seven days.
- (d) If the grievance or dispute remains unresolved, the matter shall be referred to the Tasmanian Industrial Commission for hearing and determination in accordance with the provisions of Section 29 of the Industrial Relations Act 1984.

However, in the case of a grievance or dispute relating to a clinical or professional matter it shall be referred to the Review Committee for determination, whose decision for the purposes of this Agreement shall be final.

19. ABANDONMENT OF EMPLOYMENT

An employee shall be considered to have abandoned his/her employment if he/she is absent from duties for 14 consecutive days without notifying the employer. Employment shall be deemed to have ceased from that time (i.e. 14 days from the first day of absence).

20. TERMINATION OF EMPLOYMENT

Employment may be terminated by three months notice in writing by either party or by payment or forfeiture of three months' salary as the case may be.

Provided that the employer retains the right to terminate an employee for reasons of serious misconduct and serious neglect of duty, or where in the opinion of the employer an employee is mentally or physically incapable of performing his or her duties. In such cases salary shall be paid up to the time of termination only.

21. FACILITATIVE CLAUSE

The employer may direct an employee to carry out such duties and use such equipment as are within the limits of his/her skill, competence and training.

Provided that such duties are consistent with safe clinical practices and the employer's responsibilities to provide a safe working environment.

22. SALARY SACRIFICE / SALARY PACKAGING

Subject to the terms and conditions specified in Schedule 4 of this Agreement, employees may be entitled to Salary Sacrifice and Salary Package a proportion of their salary and/or allowances .

23. NO EXTRA CLAIMS

The parties undertake that during the life of this agreement there shall be no further increases in wages and/or conditions sought or granted except as provided under the terms of this agreement.

24. SIGNATORIES

Agent for and on behalf of
Minister Administering the
State Service Act 2000

.....

Date:

.....

Australian Medical Association
(Tasmanian Branch)

.....

Date:

.....

SCHEDULE 1

The following communities have been identified by the employer as rural communities for the purpose of the agreement:

- Beaconsfield
- Bicheno
- Bruny Island
- Campbell Town
- Cygnet
- Deloraine/ Westbury
- Dover
- Fingal
- George Town
- Huon/Franklin
- Longford
- New Norfolk
- Nubeena
- Oatlands
- Ouse/Hamilton/Bothwell
- Queenstown
- Rosebery
- Scottsdale
- Smithton
- Swansea
- St Helens
- St Marys/Fingal
- Triabunna

SCHEDULE 2

**Rural Medical Practitioner Agreement
Extended Service Availability Fee**

| Tier | Availability requirement | Criteria | Communities | Rate |
|-------------|--|--|--|-------------|
| 1 | <p>Rostered GP:</p> <ul style="list-style-type: none"> • who has clinical privileges appropriate to the role of the hospital, • and who is continuously contactable, • and who is able to attend the hospital within 15 minutes of being contacted, • and who is familiar with the clinical management of any current obstetric and/or 'at risk' inpatient. | <p>Sites with:</p> <p>a) sufficient numbers of appropriately credentialed GPs such that they are able to meet the availability requirements</p> <p>and</p> <p>b) with acute inpatient beds meeting the criteria of;</p> <ul style="list-style-type: none"> • obstetric practice <p>and/or</p> <ul style="list-style-type: none"> • identified in the role delineation study as providing emergency stabilisation and GPs endorsed by the clinical privileges committee as having expertise in emergency management <p>and/or</p> <ul style="list-style-type: none"> • sites with a minimum of twenty acute inpatient beds that are staffed and equipped to provide management of unstable acute medical and or surgical conditions. | <p>Oatlands Queenstown Scottsdale Smithton St Helens</p> | 100% |
| 2 | <p>Rostered GP</p> <ul style="list-style-type: none"> • who has clinical privileges appropriate to the role of the hospital, • and who is generally continuously contactable but may be uncontactable by prior arrangement with the hospital for an aggregate period not exceeding two hours in any twenty-four hour period, • and who is able to attend the hospital within 30 minutes of being contacted. | <p>Sites with</p> <p>a) sufficient numbers of appropriately credentialed GPs such that they are able to meet the availability requirements</p> <p>and</p> <p>b) with a minimum of ten acute inpatient beds that are staffed and equipped to provide management of acute medical conditions.</p> | <p>Deloraine/ Westbury George Town New Norfolk</p> | 75% |
| 3 | <p>Rostered GP</p> <ul style="list-style-type: none"> • who has clinical privileges appropriate to the role of the hospital • and who is generally continuously contactable but may | <p>Sites with</p> <p>a) insufficient numbers of appropriately credentialed GPs to meet continuous availability requirements</p> <p>and</p> <p>b) with less than ten acute inpatient beds and which are</p> | <p>Beaconsfield Campbell Town Dover Huon/Franklin Longford</p> | 50% |

| | | | | |
|---|--|--|---|-----|
| | be uncontactable by prior arrangement with the hospital for an aggregate period not exceeding four hours in any twenty-four hour period. | staffed and equipped predominantly to provide management of stable medical conditions in adult patients. | Nubeena Ouse/Hamilton/ Bothwell Rosebery Swansea St Marys/Fingal | |
| 4 | Rural community GP who agrees to <ul style="list-style-type: none"> • make arrangements with other appropriate service providers to provide continuously staffed telephone service when he/she is unavailable for any period exceeding two hours. This may include arrangements with other GPs in adjacent towns and/or statewide telephone triage services • and ensures that the alternative service arrangements, when in use, are made known to anyone contacting the surgery in person or by telephone. | Rural Communities, without overnight inpatient beds, in which there is historical and ongoing collaboration, generally within a collocated facility, between DHHS staff and local GP(s) in planning and coordinating the health care needs of the local community and/or individual clients. | Bicheno Bruny Island Cygnet Triabunna | 25% |

SCHEDULE 3

PARENTAL LEAVE

1. Definitions

For the purpose of this clause "child" shall mean 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 of the employee or a child who have previously lived continuously with the employee for a period of sixth months or more.

2. Entitlement

- (a) After 12 months of continuous service, parents are entitled to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave is taken and for males, paternity leave is taken. Adoption leave is taken in the case of adoption.

Provided that such leave shall not extend beyond the child's first birthday in the case of maternity and paternity leave or the first anniversary of placement in the case of adoption leave.

- (b) Parental leave is to be available to only one parent at a time, except both parents may access the leave in the following circumstances:
- (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) Subject to subclause (d) and Clause 8 - Transfer to a Safe Job, maternity leave shall be unbroken leave and shall, immediately following birth, include a period of 6 weeks compulsory leave.
- (d) Any period of paternity leave or adoption leave taken in accordance with subclause (b) hereof shall be unbroken.
- (e) Parental leave is not available to casual employees.

3. Maternity Leave

- (a) An employee shall provide to the employer at least ten weeks in advance of the expected date of confinement, a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.
- (b) An employee shall:

- (i) notify the employer in writing at least four weeks in advance of the date she proposes to commence maternity leave of the period of leave to be taken; and
 - (ii) at the same time provide the employer with a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for that period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employer, by not less than 14 days notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
- (i) she shall be entitled to such a period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (e) Where an employee has not yet commenced maternity leave, but suffers from an illness related to her pregnancy, the employee may be granted paid sick leave to which she is entitled and further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary.

Provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under Clause 2 - Entitlement.

- (f) An employee shall not be in breach of this clause if they fail to give the required notice because the birth occurred earlier than expected.
- (g) for the purposes of Clause 7 - Parental Leave and Other Entitlements, parental leave shall include special maternity leave.

4. Paternity Leave

- (a) An employee shall provide to the employer at least ten weeks prior to each proposed period of maternity leave:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period or periods of paternity leave; and
 - (iii) a statutory declaration stating:

- (1) he will take that period of paternity leave to become the primary caregiver of the child;
 - (2) particulars of any period of maternity sought or taken by his spouse; and
 - (3) that for the period of the paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) An employee shall not be in breach of this clause if they fail to give the required notice because the birth occurred earlier than expected or because of other compelling circumstances.

5. Adoption Leave

- (a) The employee shall 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 shall not be in breach of this clause if they fail to give the required notice through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected or because of other compelling circumstances.
- (b) Before commencing adoption leave, an employee shall provide the employer with a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary caregiver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse;
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of the child for adoption with an employee does not proceed or continue, the employee shall notify the employer shall nominate a time not exceeding four weeks from the receipt of notification for the employees to return to work.
- (e) The employer shall grant leave to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

6. Variation of Period of Parental Leave

- (a) Unless otherwise agreed between the employer and the employee, the period of parental leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.

Provided that the maximum period of parental leave does not exceed the period to which the employee is entitled under Clause 2 - Entitlement.

- (b) The period of parental leave may, with the consent of the employer, be shortened by the employee giving no less than 14 days notice in writing stating the period by which leave is to be shortened.

7. Parental Leave and Other Entitlements

An employee may, in lieu of or in conjunction with parental leave or long service leave which they have accrued, subject to the total amount of leave not exceeding 52 weeks.

8. Transfer to a Safe Job

- (a) 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 shall, if the employer deems it practicable, be transferred to a safe job and at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of Clauses 7 - Parental Leave and Other Entitlements and Clause 9 - Returning to Work After a Period of Parental Leave

9. Returning to Work After a Period of Parental Leave

- (a) An employee shall notify the employer in writing of their intention to return to work after a period of parental leave at least four weeks prior to the expiration to the leave.
- (b) An employee shall be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to Clause 8 - Transfer to a Safe Job, the employee shall be entitled to return to the position they held immediately before such transfer. In the case of an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of their former position.

10. Replacement Employees

- (a) A replacement employee is an employee specifically engaged to temporarily replace another employee who has been temporarily promoted or transferred as a result of an employee proceeding on parental leave.

- (b) Prior to engagement, a replacement employee shall be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

11. Termination of Employment

- (a) An employee on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this agreement.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy, or due to his or her absence on parental leave, but otherwise the rights in relation to termination of employment are not hereby affected.

12. Cancellation of Parental Leave

- (a) Maternity leave and paternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee, or an employee's spouse, whichever is applicable, terminates other than by the birth of a living child. Adoption leave, applied for but not commenced shall be cancelled should the placement of the child not proceed.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (c) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed, or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

SCHEDULE 4

Salary Sacrifice and Salary Packaging

Salary Sacrifice

An employee covered by this Agreement may elect to sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

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

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

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

Salary Packaging

An employee covered by this Agreement who is employed in a Public Benevolent Institution may elect, up to the amount allowed under relevant legislation, to take a proportion of their award salary in a form selected from a list of options offered by the employer.

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

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

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

Where the employee ceases to be employed by the employer in a Public Benevolent Institution the salary packaging arrangement will cease to apply as at the date of cessation.