

*Department of Health and Human Services*

*Tasmanian Visiting Medical Practitioners  
(Public Sector) Agreement 2002*

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 "Department of Health and Human Services Tasmanian Visiting Medical Practitioners Agreement 2002".

## **2. ARRANGEMENT**

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### **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;
- (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**

**‘Agency’** means the Department of Health and Human Services.

**‘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 well-defined limits. It is the process of defining the area of clinical responsibility that an employee is permitted to exercise in a hospital or health facility.

**‘Clinical Privileges Committee’** means a committee that shall be established to be responsible for evaluating the credentials and delineating the clinical privileges of an employee in all public hospitals and health facilities within the Agency.

**‘Employee’** means a medical practitioner who is engaged in full-time or part-time private practice and in all but exceptional circumstances practices from professional rooms and has been appointed by the employer to perform a specified service in that professional specialty.

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

**‘Experience in a Specialty’** means practical experience in that specialty subsequent to the commencement of Advanced Training in that specialty.

**‘Higher Qualification’** means such qualification, applicable to the specialty concerned, obtained by a medical practitioner subsequent to graduation which is recognised under the provisions of the Commonwealth / State Agreement on mutual recognition.

**‘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.

**‘On Call’** means rostered on call and notified as such by the employer to be available to attend hospital patients.

**‘Out-patient’**, in relation to a hospital, means a health service or procedure provided by the Crown to an eligible person other than an in-patient of the hospital.

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

**‘Private Patient’** means a patient who is not a hospital patient.

**‘Professional Review Panel’** means a panel constituted to advise the employer with regard to the satisfaction of criteria of excellence, as defined in Schedule 1 of this agreement, in support of applications of medical practitioners employed under this agreement for progression to Visiting Medical Specialist Level IV

**‘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.

**‘Salary’** for the purposes of the Retirement Benefits Fund shall mean salary, wages or allowances paid in the form of income which are received by an eligible employee, or to which the said employee is entitled, but does not include any bonuses, overtime payments, payments for special services of an occasional nature, allowances not paid in the form of income, or travelling expenses.

**‘Senior Qualification’** means a specialist medical qualification in accordance with the provisions of the Commonwealth / State Agreement on mutual recognition, which is relevant to his/her appointment .

**‘Specialist’** means a medical practitioner appointed as such who holds a higher or senior qualification in the specialty concerned.

## **6. CLASSIFICATION CRITERIA**

### **(a) Classification Definitions**

An employee shall not be eligible to hold a position classified in accordance with this Agreement unless the following minimum requirements are fulfilled:

### **Visiting Medical Practitioner**

**Level I** - is a medical practitioner who has less than five years post graduate experience in the practice of medicine.

**Level II** - is a medical practitioner who has had at least five years post graduate experience in the practice of medicine.

### **Visiting Medical Specialist**

**Level I** - is a medical practitioner who has had at least five years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has practical experience in that specialty.

**Level II** - is a medical practitioner who has at least eight years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least four years practical experience in that specialty.

**Level III** - is a medical practitioner who has had at least eleven years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least eight years practical experience in that specialty subsequent to gaining such qualification.

**Level IV** - is a medical practitioner who has at least fourteen years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least twelve years practical experience in that specialty subsequent to gaining such qualification, and has been recommended for appointment to this level by the Professional Review Panel.

#### **(b) Re-Classification**

- (i) Where an employee obtains a higher medical qualification he or she shall have the right to make application to the employer to be reclassified to an appropriate level.

**Provided** that the employer requires an employee to utilise the higher qualification.

- (ii) Increasing experience shall be recognised by progression through the classification levels given satisfactory performance in the position.

**Provided** that there shall be a right of appeal to the Review Committee whose decision shall be final.

## **7. APPOINTMENT**

Appointment shall be in accordance with section 37(3)(b) of the State Service Act 2000.

## **8. REMUNERATION**

**(a)** Employees who receive paid leave entitlements.

Employees who elect to receive paid leave entitlements in accordance with Clause 18 - Leave, subclause (b) Recreation Leave, (c) Sick Leave, (d) Conference Leave and (e) Sabbatical Leave shall be paid an hourly rate in accordance with the following:

Visiting Medical Practitioner

		Ffpp 1 January 03	ffpp 1 January 04
	\$	\$	\$
Level I	72.82	76.46	80.10
Level II	81.84	85.93	90.02

Visiting Medical Specialist

		ffpp 1 January 03	ffpp 1 January 04
	\$	\$	\$
Level I	91.52	96.10	100.68
Level II	99.88	104.87	109.86
Level III	103.95	109.15	114.35
Level IV	110.00	115.50	121.00

**(b)** Employees who receive unpaid leave entitlements.

Employees who elect to receive unpaid leave entitlements shall be paid an hourly rate in accordance with the following:

Visiting Medical Practitioner

		ffpp 1 January 03	Ffpp 1 January 04
	\$	\$	\$
Level I	84.48	88.70	92.92
Level II	95.37	100.14	104.91

Visiting Medical Specialist

		ffpp 1 January 03	ffpp 1 January 04
	\$	\$	\$
Level I	106.15	111.46	116.77
Level II	115.94	121.74	127.54
Level III	121.00	127.05	133.10
Level IV	127.60	133.98	140.36

**9. MANAGERIAL ALLOWANCE**

A Visiting Medical Specialist who is appointed as a director or head of a Department/Division within a general hospital shall be paid an allowance of at least 5% of their hourly rate of salary for the duration of that appointment.

**10. DUTIES**

- (a) An employee shall render medical and/or surgical services within the range of his or her professional qualifications and experience and such other duties as may be specified in his or her statement of duties, employment instructions and/or contractual arrangements in accordance with his or her clinical judgment and consistent with the normal standards of medical care.

**Provided** that during the hours he or she is so engaged, an employee shall render medical and/or surgical services to hospital patients only and wherever practicable these services shall be uninterrupted.

- (b) An employee shall enjoy the usual professional relations which exist between a medical practitioner and patient.
- (c) The employer shall undertake not to interfere with the personal, professional and clinical relationships between a medical practitioner and his/her patients or between an employee and his/her fellow medical practitioners, and further, shall not interfere in any way with matters of clinical judgment. If a Director of Medical Services is dissatisfied with the management of any patient in a health facility, the medical practitioner in charge of the patient may be requested to consult with another medical practitioner appropriate to the patient's medical condition. The medical practitioner so requested shall consent to the holding of a consultation.

## **11. TEACHING AND RESEARCH**

- (a) An employee may be required to undertake teaching and/or research responsibilities and such responsibilities shall constitute a normal component within the employee's allocated hours.
- (b) An employee who declines to undertake teaching responsibilities required by the employer may have his/her clinical privileges withdrawn.

**Provided that** nothing in this clause shall limit the ability of an employee to utilise the provisions of Clause 27 - Grievance and Dispute Settlement Procedure.

## **12. HOURS OF EMPLOYMENT**

- (a) An employee may be allocated up to a maximum of 18 hours per week to attend to hospital patients.

**Provided** that if exceptional circumstances exist the employer may approve in writing an increase in hours above the prescribed maximum.

- (b) The employer shall specify the number of hours each employee is to complete on a daily and/or weekly basis. Unless otherwise agreed, such hours shall be worked within the normal working hours of 8.00am and 5.00pm by agreement and shall consist of a period of not less than one hour or more than eight hours in any one day except where a lesser minimum may be agreed between the employer and the employee concerned or the clinical need dictates that the maximum weekly hours are exceeded; such hours shall be remunerated in accordance with the rates specified in Clause 8 - Remuneration.
- (c) The parties agree to develop individual hospital procedures in relation to the timing of ward rounds and their impact on Resident Medical Officers, within a period of three months of the registration of the Agreement.
- (d) An employee willing to work who works for less than the agreed weekly hours shall be entitled to his or her normally weekly remuneration.
- (e) The employer shall review on an annual basis, the number of daily and/or weekly hours worked by an employee. Such review may lead to the number of hours being maintained, increased or reduced.
- (f) In the event of a dispute arising between an employee and the employer at the completion of an annual review, the matter shall be referred to the Review Committee whose decision on this issue shall be final.

**Provided** that the employer retains the right to vary an employee's hours within this twelve month period where special circumstances exist.

**Provided further** that where an employee's hours are to be varied the employer shall give him or her one months notice.



### **13. TEMPORARY WITHDRAWAL OF SERVICES**

- (a) The employer may require an employee to temporarily withdraw from providing his/her services where the employer considers it necessary in the interests of the Hospital to which the employee is appointed.
- (b) The employer shall decide whether or not the employee will continue to receive normal salary for the period in which the employee's services are withdrawn.
- (c) The employer shall, prior to initiating action under this clause, inform the Association of the employer's decision to withdraw an employee's services.

**Provided** that nothing in this clause shall affect the right of an employee to seek resolution of any issue through the provisions of Clause 27 - Grievance and Dispute Settlement Procedure.

### **14. RECORD OF ATTENDANCE**

To facilitate calculation of the weekly hours of the employee and payments pursuant to Clause 16 - On Call and Clause 17 - Call Back, the employee shall maintain a record indicating:

- (a) attendance for hours, other than those regular daily and/or weekly hours which have been specified in accordance with Clause 11, shall be recorded. Such record shall be as per Administrative Instruction; and shall include a general description of the service provided (eg ward round, operating session etc) for each period of attendance;
- (b) the dates upon which he or she has been required to render services pursuant to this Agreement, other than those regular times which have been specified in accordance with Clause 16 – On Call, including commencing and finishing times during which services were rendered and the number of hours to the nearest half hour;

**Provided** that particulars of each service rendered, that is, the date, time of day, unit record number for the patient and the nature of the service rendered shall be maintained for normal allocated hours as well as for all time worked during call-backs.

### **15. MEDICAL RECORDS**

An employee shall take reasonable steps to ensure that adequate clinical records for patients under his or her care are compiled and completed at the hospital at which the service was rendered.

## **16. ON-CALL**

- (a) An employee who is rostered on-call to attend hospital patients shall be paid an on-call allowance of \$5.00 per hour for each hour so rostered. These rates shall apply from the first full pay period commencing on or after 8 August 2002.
- (b) An employee who is in receipt of an on-call allowance shall not be eligible to receive that allowance during periods when he or she is working on a "call-back."
- (c) The on-call allowance shall not be payable during any periods of leave or other absence by an employee.

## **17. CALL-BACK**

- (a) In respect of a call-back made at the request of the hospital to visit a hospital patient the employee shall be remunerated at the appropriate hourly rate follows:

### Visiting Medical Practitioner

		Ffpp 1 January 03	ffpp 1 January 04
	\$	\$	\$
Level I	72.82	76.46	80.10
Level II	81.84	85.93	90.02

### Visiting Medical Specialist

		ffpp 1 January 03	ffpp 1 January 04
	\$	\$	\$
Level I	91.52	96.10	100.68
Level II	99.88	104.87	109.86
Level III	103.95	109.15	114.35
Level IV	110.00	115.50	121.00

- (b) The duration of call-backs shall include actual travelling time to and from the hospital to a maximum of 15 minutes each way.
- (c) An employee who is rostered on call and is called back to attend hospital patients shall respond to the call within 30 minutes. An employee who is unable to respond within 30 minutes shall make arrangements for another appropriately qualified employee on the on call roster to attend on their behalf.
- (d) All payments under this clause shall require the approval of the employee's supervisor or the Director of Medical Services.
- (e) All payments shall be calculated to the nearest half of an hour with a minimum payment of one hour which includes travelling time.

## **18. SUBMISSION OF ACCOUNTS AND PAYMENT**

- (a) An employee shall submit a claim to the employer in respect of services provided and such claim shall be accompanied by his or her record of attendance.
- (b) Where such claim is submitted within 28 days of the previous pay period for the services provided the employer shall remunerate the employee for the amount to which he or she is entitled within 28 days of receipt of the claim.
- (c) Where claims for payment are not submitted within eight weeks of the provision of the services, an employee may, at the discretion of the employer, forfeit his or her right to such claims.

## **19. LEAVE**

### **(a) Leave Without Pay**

An employee who receives unpaid leave entitlements in accordance with Clause 8 – Remuneration subclause (b) – Unpaid Leave Entitlements, shall take leave without pay up to the quantum available under sub clause (b) of this clause, at a time that is mutually convenient to both the employer and the employee.

### **(b) Recreation Leave**

- (i) An employee who is entitled to paid recreation leave in accordance with Clause 8 – Remuneration subclause (a) – Paid Leave Entitlements shall, on the completion of twelve months continuous service, be entitled to four weeks recreation leave without deduction of pay at a time mutually convenient to both the employer and the employee.
- (ii) Where a public holiday occurs during a period of recreation leave and the employee concerned would have normally worked on that day he or she shall:
  - (1) have one day added to his or her recreation leave entitlement that shall be taken at a time mutually convenient to both the employer and the employee; or
  - (2) shall receive a further payment at ordinary time for his or her allocated hours in lieu of the additional day off.

**Provided** that no employee shall receive in the aggregate more than the equivalent of double time of his or her ordinary rate.

- (iii) The basis for the calculation of the payment of all recreation leave entitlements shall be as to projected weekly hours.
- (iv) Except as provided elsewhere, payment shall not be made or accepted in lieu of recreation leave.
- (v) An employee who is paid in accordance with Clause 8 - Remuneration subclause (a), who after one month of continuous service in any qualifying twelve monthly period

lawfully leaves his or her employment or his or her employment is terminated by the employer through no fault of the employee, he or she shall be entitled to receive proportionate payment for the period of service subsequent to commencing duty or subsequent to the due date of his or her last period of annual leave at the rate of salary to which the employee is entitled under this Agreement in accordance with his or her projected weekly roster.

**Provided** that there is an obligation on the part of the employer, in consultation with the employee concerned, to provide relief in order that he or she shall take such leave.

**Provided further** that the total number of weeks of recreation leave that an employee may accumulate shall not exceed the recreation leave that the employee is entitled to for two (2) leave years. Failure to take recreation leave in excess of the two (2) year entitlement, may, at the discretion of the employer, result in an employee forfeiting his or her excess entitlement.

**(c) Sick leave**

- (i)** An employee who is entitled to paid sick leave in accordance with Clause 8 – Remuneration subclause (a) – Paid Leave Entitlements, shall be entitled to paid sick leave of 20 days per year, fully cumulative. Payment for sick leave entitlements shall be calculated on a prorata basis having regard to the normal number of hours worked per week.
- (ii)** An employee who is absent from work on account of personal illness or injury, or, on account of an injury arising out of and in the course of his or her employment, shall be entitled to paid sick leave subject to the following provisions:
  - (1)** he or she shall notify the hospital as soon as practicable that he or she is unable to attend due to sickness;
  - (2)** he or she shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to worker's compensation; and
  - (3)** he or she shall prove to the satisfaction of the employer that he or she was unable to attend for duty on the day or days for which sick leave is claimed.
- (iii)** An employee who commences after 21 December 1988 shall receive entitlements in the first year of service at the rate of 1.66 days per completed month of service. This entitlement is further calculated on a pro rata basis having regard to the normal number of hours worked per week.

**(d) Conference Leave**

An employee who is entitled to paid conference leave in accordance with Clause 8 – Remuneration subclause (a) – Paid Leave Entitlements, may be granted in any one calendar year up to two weeks on full pay in accordance with his or her projected weekly roster to attend approved conferences, where in the opinion of the employer attendance at such conferences is essential to the maintenance of an employee's professional competence.

**Provided** that an employee shall be able to accumulate leave under this provision for a period of two years only. Further leave entitlements shall not be available until such time as the employee has used his or her accumulated entitlements.

**Provided further** that except as provided elsewhere, payment shall not be made or accepted in lieu of conference leave.

**(e) Sabbatical Leave**

- (i)** For every five completed years of continuous service with the employer, an employee who is entitled to paid sabbatical leave in accordance with Clause 8 – Remuneration subclause (a) – Paid Leave Entitlements shall be entitled to apply for a period of 13 weeks sabbatical leave which shall be paid in accordance with the employee’s hours as allocated under Clause 7 - Appointment and may be taken in minimum periods of four weeks.
- (ii)** In special circumstances the employer may allow an employee to accumulate sabbatical leave entitlements over two five year periods. However, the employee must apply to the employer during the first five year period for approval to accumulate sabbatical leave entitlements for two five year terms.
- (iii)** The employee shall submit to the employer for approval an acceptable program of study to be carried out during such period of leave. Such program shall be submitted not less than 6 months prior to the requested date of such leave, unless otherwise agreed.
- (iv)** Where the employer does not approve a program as being acceptable for sabbatical leave, the employee may appeal the decision to the Review Committee. The decision of the Review Committee shall be final and binding on both parties.

**Provided** that except as provided elsewhere, payment shall not be made or accepted in lieu of sabbatical leave and the period of sabbatical leave shall not be cumulative.

- (v)** Within 18 months of the certification of this agreement, the parties agree to enter into discussions to explore flexibility in the taking of sabbatical leave.

**(f) Committee Leave**

Where an employee is appointed to an appropriate national or international professional organisation, he or she may be granted leave of absence by the employer to attend meetings of such organisations where the attendance is seen to be of benefit to the public health system. Such leave shall be paid in accordance with the employee's normal allocated hours.

**(g) Parental Leave**

See schedule 2 of this Agreement.

## **20. HOLIDAYS WITH PAY (PUBLIC HOLIDAYS)**

- (a) An employee shall be entitled to absent himself or herself from his or her agreed weekly and/or daily hours on full pay on public holidays with pay unless the hospital has given reasonable notice that it requires the employee to render services on that day.
- (b) Where the employee renders medical and/or surgical services on a public holiday he or she shall be remunerated at his or her ordinary hourly rate for the actual time worked plus a loading of 100 per cent.

**Provided** that no employee shall receive in the aggregate more than the equivalent of double time of his or her ordinary rate.

- (c) For the purposes of this Agreement the following are designated as public holidays.

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Queen's Birthday, Show Day (as gazetted for the particular localities), Hobart Regatta Day (south of Oatlands), Recreation Day in the North of the State where Hobart Regatta Day is not observed, Christmas Day, Boxing Day, Anzac Day (when falling on other than a Saturday or Sunday).

**Provided** that if any other day be, by State Act of Parliament or State Proclamation, substituted for any of the above-mentioned holidays, the day so substituted shall be observed.

## **21. KILOMETREAGE ALLOWANCE**

Where an employee receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis an allowance shall be paid in accordance with the following rates:

	Cents per Kilometre	
	2 litres and above	Less than 2 litres
First 10,000 kilometres	40.24 (100%)	34.61 (86%)
Any Additional kilometres	21.33 (53%)	18.51 (46%)

These rates reflect the rates prescribed in the General Conditions of Employment Award. Where such rates are subsequently varied they shall replace the rates prescribed in the above table.

## **22. UNIFORM AND LAUNDRY**

An employee shall be provided, on request, with sufficient suitable and serviceable uniforms, free of charge, which shall be laundered at the expense of and shall remain the property of the employer.

### **23. INSTRUMENTS AND EQUIPMENT**

The employer shall in consultation with the employee concerned, supply appropriate instruments, equipment and materials necessary to meet current acceptable clinical standards.

### **24. ADEQUATE FACILITIES**

The employer shall be responsible for the provision of necessary ancillary, medical, nursing and clerical assistance in respect of hospital patients.

### **25. ABANDONMENT OF EMPLOYMENT**

An employee will prima facie be considered to have abandoned his/her employment if he/she is absent from scheduled duties for 14 consecutive days without notifying the employer. Employment shall be deemed to have ceased from at the expiration of 14 days from the first day of absence from scheduled duty.

**Provided that** nothing in this clause shall limit the ability of an employee to utilise the provisions of Clause 27 - Grievance and Dispute Settlement Procedure.

### **26. TERMINATION OF APPOINTMENT**

- (a) Employment shall be terminated by three months notice given by either party or by the payment or forfeiture of three months' salary as the case may be.
- (b) This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case salary shall be paid up to the time of dismissal only.
- (c) Employment shall be terminated where an employee fails to have their registration under the Medical Practitioners Registration Act renewed or has their registration or clinical privileges withdrawn.
- (d) If in the opinion of the Director of Medical Services an employee is mentally or physically incapable of performing his or her duties he/she may recommend to the employer that the employee's appointment should be terminated.
- (e) Any dispute arising out of the termination of employment shall be referred to the Tasmanian Industrial Commission pursuant to Section 29 of the Industrial Relations Act 1984.
- (f) When an employee attains the age of 65 years, he/she shall be compulsorily retired. However, in exceptional circumstances the employer may engage an employee over the age of 65 in a temporary capacity on rates and conditions to be negotiated between the employee and the employer.

**Provided that** the employee who attains the age of 65 years shall be paid in accordance with Clause 8 - Remuneration, subclause (b).

## **27. 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.

## **28. ENTERPRISE FLEXIBILITY**

- (a) Notwithstanding anything contained in this Agreement, but subject to the provisions of this clause, an agreement may be entered into between the employer and all or some of the employees engaged by the employer.
- (b) An agreement shall be subject to the following requirements:
  - (i) the majority of employees affected by the change must genuinely agree to the change;
  - (ii) the agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the Agreement.;
  - (iii) the Association shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause;
  - (iv) the Association shall not unreasonably oppose any agreement.
- (c) Any enterprise agreement shall be signed by the parties, being the employer and the Association, and contain the following:
  - (i) the term of the agreement;
  - (ii) the parties covered by the agreement;
  - (iii) the classes of employees covered by the agreement;



- (iv) the means by a party may retire from the agreement;
  - (v) the means by which the agreement may be varied;
  - (vi) where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.
- (d) Any agreement which seeks to vary a provision of this Agreement shall be referred to the Tasmanian Industrial Commission.

## **29. FACILITATIVE CLAUSE**

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling and are consistent with safe clinical practices.
- (b) The employer may direct an employee to carry out such duties and use such equipment as may be required provided that the employee has been properly trained in the use of such equipment.
- (c) Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **30. CONSULTATIVE PROCEDURES**

- (a) The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity in the public health system in this State and to enhance the career opportunities and job security.
- (b) At each health facility the employer, the employees and the Association shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of the facility.

## **31. SMOKING BREAKS**

The parties agree to discontinue the practice of employees smoking during paid work time within 12 months of the commencement date of this Agreement. The employer agrees to provide support for employees endeavouring to quit smoking during this 12 month period.

The parties further agree that after the 12 month phasing out period that employees will be required to make up any time lost due to smoking breaks.

## **32. NO EXTRA CLAIMS**

The parties agree that there will be no extra claims relating to salaries or conditions of employment during the life of this Agreement.

**33. SIGNATORIES**

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

.....

Date: .....

Australian Medical Association (Tasmanian Branch)

.....

Date: .....

## **SCHEDULE 1**

### **Professional Review Panel Guidelines**

#### **1. Preamble**

The Professional Review Panel is constituted to advise the employer with regard to the satisfaction of criteria of excellence in support of applications of medical practitioners established to assess applications for the Level IV Visiting Medical Specialist classification and to recommend to the Head of Agency appointment of those applicants who meet the classification criteria.

#### **2. Membership**

The Professional Review Panel shall consist of 3 medically qualified representatives of the Australian Medical Association (AMA) who are employees of the Agency and 3 medically qualified representatives of the Department of Health and Human Services.

The panel shall elect a Chairperson who shall be responsible for the decisions of the panel.

#### **3. Assessment Criteria**

In order to be eligible for appointment as a Visiting Medical Specialist Level IV, an employee must meet both the level IV definition, as contained in the Visiting Medical Practitioners (Public Sector) Agreement 2002, (the Agreement) and the professional and performance criteria as agreed between the AMA and the Department.

##### **3.1 Definition**

Clause 7 of the Agreement defines a Visiting Medical Specialist Level IV as:

*a medical practitioner who has at least fourteen years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least twelve years practical experience in that specialty subsequent to gaining such qualification.*

##### **3.2 Professional and Performance Criteria**

In addition to the academic and experience qualifications prescribed in the definition, applicants must substantiate their ability to meet the professional and performance criteria as detailed below:

###### **3.2.1 Audit**

Involvement in Quality Assurance and Continuous Quality Improvement.

### **3.2.2 Continuing Medical Education (CME)**

#### **3.2.2(a)** Within the public hospital system, including:

- involvement in meetings within the hospitals together with seminars, lectures and tutorials;
- involvement in morbidity and mortality meetings;
- participation in the management of clinical issues relating to hospital policies and procedures, for example, infection control, drug and therapeutics, theatre management, discharge planning, casemix implementation etc.

#### **3.2.2(b)** Outside the public hospital system:

- involvement in private hospital meetings, seminars, lectures and tutorials, or other relevant sources.
- involvement in College or Society CME events at international, national or state level.

### **3.2.3 Teaching and/or Research**

**3.2.3(a)** Applicants should provide details of research and/or teaching which is a component of their duties as a Visiting Medical Specialist;

**3.2.3(b)** If teaching and/or research is performed outside the public hospital system provide details;

**3.2.3(c)** In the context of this section, teaching may include performing lectures, tutorials and group or individual tuition involving medical staff, nurses, health professionals and other hospital staff.

### **3.2.4 Meetings**

Applicant's should demonstrate that they have been actively involved with relevant hospital, college and specialist society group activities as well as with peak professional groups, eg the AMA.

### **3.2.5 General**

**3.2.5(a)** Applicants are encouraged to provide details of all relevant activities inside and outside the public hospital system. Details of their involvement in the life of the public hospital in which their services are contracted are particularly important.

**3.2.5(b)** The Professional Review Panel will also consider the applicant's leadership skills and ability to work within the framework of a hospital team.

**3.2.5(c)** Failure to provide sufficient detail in your application addressing the criteria could result in it being unsuccessful.

#### **4. Professional Review Panel Assessment Process**

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

Where information provided by a VMO is insufficient to adequately assess an application, the PRP should request the VMO to provide additional information. Such a request should be as specific as possible as to the information required.

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

The PRP may, with the applicants written approval, clarify information contained in the application with the VMO's Medical Director.

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

#### **5. Right of Appeal**

A VMO who is unsuccessful in their application for appointment as a Visiting Medical Specialist Level IV, may appeal the PRP decision to the Review Committee as defined in the Agreement.

The Review Committee comprises an independent chairperson, the Chief Executive Officer, and a representative of the AMA.

The decision of the Review Committee shall be final.

#### **6. Documentation**

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

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

## **SCHEDULE 2**

### **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**

##### **Nature of leave**

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

## **Definitions**

- (2) For the purposes of this subclause:
- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
  - (b) "Paternity leave" means leave of the type provided for in clause (4) of this schedule.
  - (c) "Child" means a child of the employee under the age of one year.
  - (d) "Spouse" includes a de facto or a former spouse.
  - (e) "Continuous service" means service under an unbroken contract of employment and includes:
    - (i) any period of leave taken in accordance with this clause;
    - (ii) any period of part-time employment worked in accordance with this clause; or
    - (iii) any period of leave or absence authorised by the employer or by the award.

## **Eligibility for maternity leave**

- (3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of up to six weeks compulsory leave.

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

## **Paid Maternity Leave**

- (4) An eligible female employee will be entitled to up to 12 weeks paid maternity leave. To be eligible to receive paid maternity leave, a female employee must have had 12 months' continuous employment under the State Service Act 2000 at the time of commencing maternity leave.

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

The rate of pay for the period of paid absence will be calculated as for sick leave on full pay for that employee.

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

### **Certification**

- (5) At the time specified in paragraph (5) hereof, the employee must produce to her employer:
- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

### **Notice requirements**

- (6) (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph (4)(a) hereof.
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph (4)(b) hereof.
- (c) An employer, by not less than fourteen 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) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (5)(b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

### **Transfer to a safe job**

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.



### **Variation of period of maternity leave**

- (8) (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of maternity leave may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

### **Cancellation of maternity leave**

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

### **Special maternity leave and sick leave**

- (10) (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies 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 paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.

- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

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

### **Maternity leave and other leave entitlements**

- (11) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then, entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

### **Effect of maternity leave on employment**

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

### **Termination of employment**

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

### **Return to work after maternity leave**

- (14) (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (13)(a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or,

in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer, or in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part-time work.

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

- (15) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

#### **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 which 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 3**

### **Salary Sacrifice, Salary Packaging And Salary Aggregation**

#### **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.

#### **Salary Aggregation**

The parties agree to the implementation of aggregation of salary, on call, call back and other remuneration.