

DEPARTMENT OF HUMAN SERVICES SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2003

File No. 8001 of 2003

**This Agreement shall come into
force on and from 14 April 2003
and have a life extending until
14 April 2005.**

THE COMMISSION HEREBY APPROVES THIS
ENTERPRISE AGREEMENT PURSUANT TO
SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE
RELATIONS ACT 1994.



DATED THIS 28th DAY
OF NOVEMBER 2003

ENTERPRISE AGREEMENT
COMMISSIONER



Department of Human Services Salaried Medical Officers Enterprise Agreement 2003



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PART A: PRELIMINARY

1. TITLE

- 1.1 This Agreement shall be titled the Department of Human Services Salaried Medical Officers Enterprise Agreement 2003.

2. PARTIES BOUND

- 1.2 This Agreement is made in pursuance of Section 75 of the Industrial and Employee Relations Act 1994 this day of 2003. This Agreement is binding upon:

- 1.2.1 The Commissioner for Public Employment through the Chief Executive, Department of Human Services in relation to persons employed within the Department, under the Public Sector Management Act.
- 1.2.2 All hospitals and health centres incorporated under the South Australian Health Commission Act 1976.
- 1.2.3 The Institute of Medical and Veterinary Science (IMVS).
- 1.2.4 Employees covered by the South Australian Medical Officers Award, as detailed in Schedule 1 and 2 whether members of an association or not, and
- 1.2.5 The South Australian Salaried Medical Officers' Association.

- 1.3 This Agreement shall **NOT** be binding on:

- 1.3.1 Those persons employed pursuant to the Department of Human Services Visiting Medical Specialists Agreement.
- 1.3.2 The University of Adelaide and employees thereof.
- 1.3.3 The Flinders University of South Australia and employees thereof.

- 1.4 For the purpose of this Agreement the Enterprise is defined as the Department of Human Services, the Institute of Medical and Veterinary Science, all hospitals and health centres incorporated under the South Australian Health Commission Act 1976 and the employees bound by this Agreement.

3. DURATION

- 1.5 The term of this Agreement shall be for two years commencing on 14 April 2003.

4. RENEGOTIATION

- 1.6 Negotiations for a new Enterprise Agreement may commence not earlier than 3 months prior to the expiry of this Agreement.

5. RELATIONSHIP TO PARENT AWARD

- 1.7 This Agreement is to be read and interpreted in conjunction with the South Australian Medical Officers Award.

6. DEFINITIONS

- 1.8 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	Means the Industrial and Employee Relations Act 1994;
“approval”	Means approval by the Industrial Relations Commission of South Australia;

“Association”	Means the South Australian Salaried Medical Officers’ Association;
“Award”	Means the South Australian Medical Officers Award;
“Commission”	Means the Industrial Relations Commission of South Australia;
“Consultant Group”	Means an employee employed as a Consultant, a Senior Consultant or a Principal Consultant;
“DHS”	Means the Department of Human Services;
“employing authority”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Enterprise Agreement;
“Medical Practitioner Group”	Means an employee employed as an Intern, Limited Registration Medical Practitioner, Medical Practitioner, Senior Medical Practitioner or a Senior Registrar;
“MOSAC”	Means the Medical Officers Standing Assessment Committee;
“SSA”	Means a Salary Sacrifice Agreement;
“this Agreement”	Means the Department of Human Services Salaried Medical Officers Enterprise Agreement 2003;
“VFWA”	Means a voluntary flexible working arrangement.

PART B: PROVISIONS APPLYING TO ALL EMPLOYEES

7. SALARY

- 1.9 The salaries payable to employees are those detailed in Schedule 1 and 2 as applicable. The salaries will apply from the dates specified, namely:
- the first full pay period to commence on or after 14 April 2003; and
 - the first full pay period to commence on or after 14 April 2004.

8. SALARY SACRIFICE ARRANGEMENTS

General Public Sector Salary Sacrifice Scheme

1.10 Existing Employees

- 1.10.1 Employees employed as at the date of approval of this Agreement who do not elect to remain in the Medical Officer Specific Salary Sacrifice Scheme will have access to the General Public Sector Salary Sacrifice Scheme from the first full pay period to commence on or after 14 April 2004.

1.11 New Employees Commencing Employment Prior to 28 February 2004

- 1.11.1 New employees appointed prior to 28 February 2004 who do not elect to remain in the Medical Officer Specific Salary Sacrifice Scheme (in accordance with sub-Clauses 1.17 and 1.18) will have access to the General Public Sector Salary Sacrifice Scheme from the first full pay period to commence on or after 14 April 2004.

1.12 New Employees Commencing Employment On Or After 28 February 2004

- 1.12.1 New employees who commence employment on or after 28 February 2004 will have access to the General Public Sector Salary Sacrifice Scheme from their date of commencement.

- 1.13 A feature of the General Public Sector Salary Sacrifice Scheme is that employees are liable for any applicable fringe benefits tax.
- 1.14 This Clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the employing authority and the employee which enables salary sacrifice arrangements to be put in place.
- 1.14.1 Subject to this Clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of the Agreement. Salary for the purpose of calculating the amount which may be sacrificed will include, where applicable, Managerial Allowance, overtime payments, remote call and recall payments and Continuous Duty Allowance.
- 1.14.2 Any entitlement to payment of overtime, leave loading, shift allowance and weekend penalties will be based on the salary that would have been payable had the employee not entered into a SSA.
- 1.14.3 Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employing authority party to this Agreement in the event the employee immediately becomes employed by that employing authority), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

Transitional Adjustment

- 1.15 Employees, other than those who elect as per Clause 1.17 and 1.18 to remain in the Medical Officer Specific Salary Sacrifice Scheme, will from the first full pay period to commence on or after 14 April 2004, receive the applicable salary detailed in Schedule 1.

Parity Payment

- 1.16 Those employees, other than those who elect as per Clause 1.17 to remain in the Medical Officer Specific Salary Sacrifice Scheme, who can establish a financial disadvantage from the transition from the Medical Officer Specific Salary Sacrifice Scheme to the General Public Sector Salary Sacrifice Scheme will be entitled to a "Parity Payment" of the extent of financial disadvantage or the following maximum amount, whichever is the lesser:

Medical Practitioner 1-8 Senior Registrar 1-2 Medical Officer (as defined) 1-5	\$2,000
Senior Medical Practitioner 1-3 Medical Officer (as defined) 6-9 Medical Administration 1-7 Consultant 1-5	\$3,000
Consultant 6-9 Medical Administration 8-10 Medical Administrator Senior Medical Administrator Deputy Director IMVS Director IMVS	\$4,000
Consultant with loadings	\$7,000

- 1.16.1 The method for determining financial disadvantage or otherwise is detailed in Schedule 4.
- 1.16.2 An employee who does not elect to remain in the Medical Officer Specific Salary Sacrifice Scheme as per Clauses 1.17 and 1.18 and who believes they have an

entitlement to a Parity Payment as detailed in Clause 1.16 above, must make application to the finance department of their employing authority for a Parity Payment by no later than 28 February 2004.

- 1.16.3 If there is disagreement between an employee and the employing authority regarding the appropriateness, or quantum, of the Parity Payment, the matter will be dealt with in accordance with Clause 1.62 of this Agreement.
- 1.16.4 This Parity Payment will be payable from the first full pay period to commence on or after 14 April 2004.
- 1.16.5 A second Parity Payment equal to the value of the first payment will be paid on the first full pay period to commence on or after 13 April 2005.

Medical Officer Specific Salary Sacrifice Scheme

- 1.17 Employees employed as at 31 December 2003 may elect to remain in the Medical Officer Specific Salary Sacrifice Scheme by no later than 13 February 2004.
- 1.18 For employees appointed on or after 1 January 2004 and before 28 February 2004, the following will apply:
 - 1.18.1 Such employees will have access to the Medical Officer Specific Salary Sacrifice Scheme as provided for in Clause 1.21 of this Agreement.
 - 1.18.2 Employees who access the Medical Officer Specific Salary Sacrifice Scheme as provided for in sub-clause 1.18.1 of this Clause may elect to remain with the Medical Officer Specific Salary Sacrifice Scheme by no later than 28 February 2004.
- 1.19 Access to the Medical Officer Specific Salary Sacrifice Scheme will cease on the first full pay period to commence on or after 14 April 2004 for all employees who do not elect to remain in the scheme as prescribed in Clauses 1.17 and 1.18 of this Agreement.
- 1.20 For employees who elect to remain in the Medical Officer Specific Salary Sacrifice Scheme for the life of this Agreement, the applicable salaries are contained in Schedule 2.
- 1.21 For employees who elect to remain in the Medical Officer Specific Salary Sacrifice Scheme, the following conditions apply:
 - 1.21.1 This Clause applies for the period an employee enters into a SSA.
 - 1.21.2 An employee may elect to sacrifice not more than 30% of his/her salary. Salary for the purpose of calculating the amount which may be salary sacrificed will include, salary payable as per Schedule 2, and where applicable, Managerial Allowance, overtime payments, on call and recall payments and Continuous Duty Allowance.
 - 1.21.3 Where an employee:
 - (a) enters into a SSA with an employing authority recognised as a Public Benevolent Institution by the Australian Taxation Office, that employing authority will meet any fringe benefits tax for which the employing authority is liable pursuant to relevant taxation legislation and rulings, arising from, or in respect of, that SSA; or
 - (b) enters into a SSA with an employing authority not recognised as a Public Benevolent Institution by the Australian Taxation Office, the employee will indemnify the employing authority against any taxation liability whatsoever arising from, or in respect of, that SSA.
 - 1.21.4 Notwithstanding any other provision or Schedule of this Agreement, where an employee has entered into a SSA the salary payable to that employee, or applicable to his/her position, will be the balance of monies payable under the SSA.
 - 1.21.5 For the purposes of sub-Clause 1.21:

- (a) "relevant legislation and rulings" means any legislation and includes, but is not limited to the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 and the Fringe Benefits Tax Assessment Act 1986 and Taxation Rulings;
 - (b) "taxation liability" means any liability of any description that may be pursuant to a Tax Act however so described.
- 1.22 An employee who is employed on a temporary contract, who elects in accordance with Clauses 1.17 and 1.18 to continue to participate in the Medical Officer Specific Salary Sacrifice Scheme and who is employed on a subsequent contract(s) which commences immediately following the cessation of the previous contract(s), will during the life of the Agreement continue to participate in the Medical Officer Specific Salary Sacrifice Scheme.
- 1.23 The conditions detailed in Clauses 1.14, 1.15 and 1.16 relating to the General Public Sector Salary Sacrifice Scheme will not apply to employees who elect to remain in the Medical Officer Specific Salary Sacrifice Scheme.

9. MANAGERIAL ALLOWANCES

- 1.24 Clause 4.3.2 of the Award will apply to Consultants, Senior Consultants, Principal Consultants and Senior Medical Practitioners, as applicable. However, Clause 4.3.2.4 of the Award will not apply to Senior Medical Practitioners.
- 1.25 Managerial Allowances described in the Award at Clause 4.3.2 will increase as detailed in Schedule 3.
- 1.26 All managerial appointments will be made with a minimum period of 1 year, up to a maximum of 5 years, with the option of either party to withdraw from the appointment by giving 3 months notice.

10. WORKPLACE FLEXIBILITY

- 1.27 The parties agree that health units, or a unit within a health unit, may negotiate and reach agreement at a workplace level with employees within that workplace on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 1.28 This Clause applies to a proposal by a health unit, unit, or employee/s within a workplace to negotiate and agree flexible employment arrangements including hours of work, to operate within a workplace (a "Workplace Flexibility Proposal").
 - 1.28.1 Where a health unit or employees intend to initiate a Workplace Flexibility Proposal, the initiator will notify the health unit, unit, or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The health unit will provide this information to the Association and will consult with the Association and affected employee/s in accordance with the consultative principles in this Agreement.
 - 1.28.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and productivity; work and non-work impacts on individual affected employees; occupational health, safety and welfare; and whether the Proposal has policy implications across the health unit or health system. Where such policy implications arise, the affected employee/s or health unit will refer the Proposal to the DHS.
 - 1.28.3 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangement agreed will be provided in writing specifying:
 - The unit where the proposal will apply;
 - The date of commencement of the varied arrangements;
 - Minimum staffing levels to be maintained by the unit for the purposes of the proposal;

- A date of review for the agreed arrangements; and
 - Any other agreed matter relating to the proposal.
- 1.28.4 The Workforce Flexibility Proposal will apply as if incorporated as a Schedule to this Enterprise Agreement (a "Workplace Flexibility Agreement").
- 1.28.5 A party may apply to vary this Agreement to add any Workplace Flexibility Agreement as a schedule to remove any uncertainty in the operation of this Clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will operate only in respect of the health unit and workplace specified within the Schedule.
- 1.29 Nothing in this Clause will allow shift lengths greater than 14 hours duration to be agreed for employees in the Medical Practitioner Group.
- 1.30 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

11. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 1.31 The parties acknowledge the mutual benefit to the employing authority and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
- 1.32 A Chief Executive Officer (or delegate) will consider an employee's request to participate in a VFWA having regard to both the operational needs of the health unit or particular workplace, and the employee's circumstances.
- 1.33 This Clause applies for the period an employee participates in a VFWA.
- 1.33.1 Subject to this Clause, the salary payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
- 1.33.2 Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- 1.33.3 Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another health unit in the event the employee immediately becomes employed by that health unit), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.
- 1.34 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

12. FAMILY CARERS LEAVE

- 1.35 The parties agree that subject to the following conditions, employees may access up to 5 days of their normal sick leave entitlements in any one year to provide support for a member of the family, provided that:
- 1.35.1 the employee produces satisfactory evidence of illness if requested;
- 1.35.2 the employee must have responsibility for the care of the family member concerned;
- 1.35.3 the family member being either a member of the employee's household, or a near relative of the employee as defined in the State Equal Opportunity Act, 1984.
- 1.36 Family Carers Leave is not intended to replace existing provisions for special leave.

13. PAID MATERNITY / ADOPTION LEAVE

- 1.37 From the first full pay period to commence on or after 14 October 2003, an employee, other than a casual employee, who has completed 12 months continuous service prior to the expected date of birth and is granted maternity leave will be entitled to six weeks paid maternity leave;
- 1.38 From the first full pay period to commence on or after 14 October 2003, an employee, other than a casual employee, who has completed 12 months continuous service before taking custody of an adopted child will be eligible to apply for up to six weeks paid adoption leave.
- 1.39 The following conditions apply to an employee applying for leave under this Clause.
- 1.39.1 The total of paid and unpaid leave is not to exceed 104 calendar weeks.
- 1.39.2 An employee will be entitled to six weeks maternity leave (up to six weeks leave for adoption leave), paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, programmed days off or any other leave falling within the period of paid leave.
- 1.40 Part-time employees will be entitled to the same provisions as full-time employees but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding twelve months (disregarding any periods of leave).
- 1.41 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to the production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

14. PRODUCTIVITY IMPROVEMENTS

Commitment to Principles and Values

- 1.42 The parties express their general support and commitment to the following Principles and Values:
- 1.43 The principles include:
- Improving the quality and safety of services;
 - Greater opportunities for inclusion and community participation;
 - Strengthening and reorienting services towards prevention and primary health care;
 - Developing service integration and coordination;
 - Whole of government approaches to advance and improve health status;
 - Sustainability in delivery through ensuring efficiency and evaluation.
- 1.44 The values include:
- An understanding of health and well-being, which includes a social health perspective;
 - Equity of access to health services;
 - Equality of health outcomes;
 - A commitment to consultation in developing an understanding of issues and strategies for their resolution;
 - Participation by communities and individuals in the consultative process;
 - Transparency and accountability – in the processes of government;
 - Honesty – as to what the system can reasonably provide;
 - Dignity and autonomy of health service users – respectful communication and service provision;
 - Leadership – quality leadership that recognises and enhances the skills of staff.

Efficiency Improvements

- 1.45 The parties are committed to the implementation of real productivity and efficiency improvements:
- 1.45.1 as determined by management at the local level (eg hospitals and health centres incorporated under the South Australian Health Commission Act and the IMVS); and
 - 1.45.2 following the establishment of new organisational arrangements and initiatives under the DHS.
- 1.46 The implementation of initiatives under 1.45 will be in accordance with Clause 0.

15. CONSULTATION

- 1.47 The parties commit to the following consultative principles.
- 1.47.1 Consultation involves the sharing of information and the exchange of views between employing authorities and employees and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.
 - 1.47.2 Employing Authorities consult in good faith, not simply advise what will be done.
 - 1.47.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 1.47.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
 - 1.47.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

16. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- 1.48 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employing authority and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 1.49 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Supporting and engendering a safety culture within health units;
 - Promoting the importance of safe systems of work and the adoption of safe work practices;
 - Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance;
 - Introduction and maintenance of monitoring and reporting systems;
 - Introduction and implementation of more flexible "return to work" options aimed at improving return to work performance;
 - Identifying risks and reasonable measures to eliminate or minimise those risks;
 - Participating in pro-active prevention strategies;
 - Achieving improved outcomes from preventable, rehabilitation and return to work strategies.
- 1.50 In establishing and maintaining a safe and healthy work environment, health units will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

17. EXTRA INDEMNITY FOR HIGH INFECTIVE RISK PATIENTS

- 1.51 The Parties commit to addressing the issues for employees arising from the need to treat patients with high infective risk conditions. The parties will establish a joint working party consisting of representatives of DHS and the Association to:
- Identify organisations that provide insurance cover in such circumstances;
 - Ascertain the options and costs involved;
 - Consider the efficiency and workability of any available programmes to meet identified needs.
- 1.52 The Working Party will report to DHS and the Association by no later than 31 December 2003. Any recommendations arising from the Working Party and agreed between the Parties will be implemented by 31 March 2004.

18. PRE-EMPLOYMENT SCREENINGS

- 1.53 The employing authorities' duty to give care to patients/clients is acknowledged. This duty of care includes a need to ensure, during the selection process, that prospective employees do not pose a potential threat to patients/clients and staff of the health service.
- 1.54 Information gathered by the employing authority must be relevant to a need to check and assess any risk factors and must remain confidential to the health service and to the individual prospective employees and will not be provided to third parties.
- 1.55 The prospective employee's consent will be obtained before seeking any such information.

19. JOB AND PERSON SPECIFICATION

- 1.56 All medical officers will be provided with a job and person specification relevant to their position, with such job and person specifications to be reviewed, in consultation with the relevant employee, at least every two years.

20. JOINT WORKING PARTY

- 1.57 The Parties agree to establish a Joint Working Party consisting of representatives of DHS and the Association to:
- Identify difficulties associated with attraction and retention of employees;
 - Further consider the use of term appointments and attendant loadings; and
 - Any other elements deemed appropriate to address identified problems.
- 1.58 The review Committee will convene for the term of this Agreement and shall provide recommendations for consideration of DHS and the Association by no later than 30 June 2004.

21. INDUSTRIAL DISPUTE RESOLUTION

- 1.59 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 1.60 During any dispute, other than one involving a bona fide health and safety issue, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 1.61 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Clause.
- 1.62 Any grievance or dispute will be handled as follows:
- 1.62.1 All parties have a right to seek representation in order to resolve any dispute.

- Stage 1 Discussions between the employee/s and supervisor/manager.
- Stage 2 Discussions involving the employee/s and nominated delegates with a management representative of the work unit. For hospitals and health centres incorporated under the South Australian Health Commission Act and the IMVS, management representative means the Chief Executive Officer or their delegate.
- Stage 3 Discussions involving nominated delegates with a representative of the Corporate Services Division of the Department of Human Services.

A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

- 1.63 There is to be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.
- 1.64 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above will, if possible, take place within 24 hours after the request of the employees or the employee's representative.
- 1.65 Emphasis is placed on reaching a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 1.66 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 1.67 These procedures are for dealing with industrial disputes or likely industrial disputes and not personal grievances. Personal grievances will in the first instance be dealt with pursuant to Department of Human Services (Health Sector) Human Resources Manual or Sections 63 and 64 of the Public Sector Management Act.

22. NO EXTRA CLAIMS COMMITMENT

- 1.68 During the life of this Agreement the parties bound undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with State Wages Case principles or successors thereto.
- 1.69 The increases provided for in the Agreement are inclusive of all previously awarded Safety Net increases, all future wage increases arising out of National and State Wage Case decisions including Safety Net adjustments, Living Wage adjustments or general increases however described.

23. NOT TO BE USED AS A PRECEDENT

- 1.70 This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

PART C: PROVISIONS SPECIFIC TO THE CONSULTANT GROUP

24. HOURLY RATE

- 1.71 For the purposes of Clauses relating to the Consultant Group, employee's "**Hourly Rate**" means the employee's annual salary excluding all allowances, (except the managerial allowance where applicable) calculated as a weekly amount divided by 37.5.

25. PRINCIPAL CONSULTANT

- 1.72 A new classification of Principal Consultant will be established.
- 1.73 The classification criteria for this new classification is:
- 1.73.1 "Principal Consultant" means an employee who is registered as a Specialist by the Medical Board of South Australia and who has not less than 5 years experience since obtaining such registration and is appointed as such.
 - 1.73.2 Employees appointed to this level will have responsibility across the State, a Network or more than one health unit for clinical leadership and/or driving clinical excellence. Such employees will be required to:
 - Demonstrate clinical expertise of the highest order;
 - Demonstrate leadership in the improvement of clinical outcomes and implementing clinical change;
 - Provide leadership in the analysis, implementation and review of best practice clinical process, systems and evidence-based medicine.
- 1.74 Access to the new classification level will be by appointment only. MOSAC will assess any request from a health unit or individual and recommend any classification of a position to this level to the Chief Executive, DHS (or delegate).
- 1.75 The salary rates to apply to the Principal Consultant appear in Schedule 1 and 2, as applicable.
- 1.76 The Award provisions that apply to Consultants and Senior Consultants will also apply to Principal Consultants, as appropriate.

26. HOURS OF DUTY

- 1.77 Employees in the Consultant Group have no fixed hours of duty. The salary for employees in the Consultant Group takes into account teaching and research work undertaken and that no separate payments are made for overtime or weekend work, except as provided in Clause 0 of this Agreement.
- 1.78 Clause 3.1.1.3 (ii), second sentence of the Award will not apply with the effect that there be no restriction on the minimum number of hours of engagement of a part-time employee in the Consultant Group working in a teaching hospital or teaching community health centre.

27. HOURS FREE OF DUTY

- 1.79 An employee in the Consultant Group employed by a teaching hospital or the IMVS must have at least eight consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall duty). If such employees do not have at least eight consecutive hours off duty, they must be released after completion of required duty until they have eight consecutive hours off duty without loss of pay for required duty occurring during such absence.
- 1.80 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

28. SHIFT PENALTIES

- 1.81 Employees in the Consultant Group who are rostered to work shift work and weekend work in Accident and Emergency or Intensive Care Units who are required to work rostered shifts will be paid the following:
- 1.81.1 For rostered duty commencing on or after 12 midday and extending beyond 6.00pm (not being hours of rostered duty for which payment is made in accordance with 1.81.2 and 1.81.3) an additional 15% of the Hourly Rate applicable to that employee.

- 1.81.2 For rostered duty between midnight and 8.00am (not being hours of rostered duty for which payment is made in accordance with 1.81.3) will be made at the rate of an additional 25% of the Hourly Rate applicable to that employee.
- 1.81.3 For rostered duty between midnight Friday and midnight Sunday an additional 50% of the Hourly Rate applicable to that employee.
- 1.82 Shift penalties for employees in the Consultant Group working in other than Accident and Emergency or Intensive Care Units will not apply unless expressly agreed between DHS and the Association.
- 1.83 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

29. PUBLIC HOLIDAYS

- 1.84 For the purpose of this Clause the following public holidays will be allowed to employees on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labor Day, Christmas Day, Proclamation Day or in lieu of any such holiday any holiday proclaimed in lieu thereof together with any other day duly proclaimed as a special day and observed as a public holiday within the State of South Australia.
- 1.85 Where a public holiday falls between Monday and Friday inclusive and an employee in the Consultant Group does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.
- 1.86 An employee in the Consultant Group who is rostered to work on a public holiday, will be allowed one day off in lieu of such public holiday which day may, at the employee's option, be added to annual leave. This provision is in lieu of any shift and weekend penalties.

30. ANNUAL LEAVE

- 1.87 Subject to 1.88, 1.89 and 1.90, an employee in the Consultant Group (other than a casual employee) will, on the completion of twelve months service, be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
 - 1.87.1 Thirty-five calendar days on full pay a year if regularly rostered for duty over seven days of the week or if an employee is not regularly rostered for duty over seven days of the week but is regularly required by the employing authority to be on duty or on call on seven days of the week (including Sundays and Public Holidays).
 - 1.87.2 Twenty-eight calendar days on full pay a year if not so rostered or required to be on duty or on call.
 - 1.87.3 A part-time employee in the Consultant Group other than a casual employee is entitled to receive pro rata credit for annual leave based on the average weekly number of authorised hours worked in ordinary time.
- 1.88 An employee is not entitled to annual leave in respect of the employee's first year of service before completion of such year of service.
- 1.89 Annual leave for employees is earned in service years but is taken in financial years. However, from 1 July 2004 annual leave will be taken and earned in service years. Prior to 1 July 2004, annual leave will be granted by the employing authority and must be taken by the employee within the financial year during which it falls due, except that where the employing authority and employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the financial year next succeeding that in which it falls due.
- 1.90 If a period of annual leave for an employee is deferred in accordance with 1.89, then:

- 1.90.1 the employee may, during the first six months of the financial year to which the annual leave has been deferred, apply to take such deferred leave during that financial year. Upon receipt of such application, the employing authority must grant the leave sought, where possible at the time(s) requested but in any case within a six month period commencing from the date of application; and
- 1.90.2 where the employee does not make an application under 1.90.1 the employing authority must grant and direct the employee to take such deferred leave during that financial year.
- 1.91 Where annual leave is granted and taken in anticipation of an entitlement accruing and, before the entitlement to that leave accrues to the employee, the employee ceases for any reason to be an employee, then unless the employing authority otherwise determines, a sum equal to the sum paid to the employee in respect of that leave must be repaid to the employing authority. However, from 1 July 2004, annual leave cannot be taken in anticipation of the annual leave entitlement accruing.
- 1.92 Where the employing authority and the employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.
- 1.93 Where the employment of an employee in the Consultant Group is terminated the employee is to be paid the appropriate pro rata entitlement for annual leave except that where the employee has taken annual leave before rendering service appropriate to the amount of leave granted, the employing authority may recover the monetary equivalent of the excess leave taken.
- 1.94 An employee in the Consultant Group will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5% of the classification's Enterprise Agreement salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 1.95 For employees in the Consultant Group the amount of loading payable for each calendar weeks leave is to be calculated using the following formula:
- $$\frac{\text{The weekly annual leave loading received by corresponding full time employee}}{10} \times \frac{\text{Nominal half days a part-time employee would have normally worked in a calendar week but for the taking of annual leave}}{1}$$
- 1.96 Where an employee in the Consultant Group is in receipt of a Managerial Allowance as provided for in 4.3.2 of the Award such allowance will continue to be paid during periods of annual leave.
- 1.97 Where an employee in the Consultant Group is in receipt of a Continuous Duty Allowance as provided for in 4.3.3 of the Award and Clause 0 of this Agreement, such allowance will continue to be paid during periods of annual leave.

31. REMOTE CALL

- 1.98 All employees must make themselves available to be rostered on remote call, and to treat both public and private patients if recalled to duty.
- 1.99 An employee in the Consultant Group who participates in a regular remote call roster as required by the employing authority, will be paid an annual allowance equal to 5% of the individual's annual salary excluding all allowances (except the Managerial Allowance where applicable).
- 1.99.1 This allowance:
- (a) is payable whilst the individual participates in a regular remote call roster, and will be paid as a fortnightly amount derived as follows:

$$\text{Annual Salary} \times 5/100 \times 12/313$$

(b) is subject to periodic review by the employing authority to ensure that the criteria for attracting payment of the allowance is being satisfied, and

(c) is not payable during any periods of leave.

1.100 Remote Call Allowances described in the Award Schedule 1, Part VI will increase as detailed in Schedule 3.

Part-time Employees in the Consultant Group

1.101 A part-time employee in the Consultant Group required to participate on a remote call roster to the same frequency as a full time employee in the Consultant Group on that roster will be paid an allowance equal to 5% of the annual salary of a full time employee in the Consultant Group, excluding all allowances (except the Managerial Allowance where applicable).

1.102 Where a part-time employee in the Consultant Group is employed by two separate health units and is required by each health unit to participate on its remote call roster, the Consultant Group employee will be paid an allowance of 5% of a full time salary at each health unit where they meet the requirement of Clause 1.101.

Excessive Remote Call Rosters

1.103 A Consultant Group employee rostered on remote call for more than 3 days/nights per week when averaged across the cycle of the remote call roster will be paid, in addition to the existing 5% remote call allowance (as described in Clause 1.99 of this Agreement), the remote call rates as detailed in Schedule 3 for the fourth and subsequent remote call period(s).

1.104 The Parties agree to establish a Working Party consisting of representatives of DHS and the Association to develop recommendations for facilitating the application of Clause 1.103.

1.105 The Working Party will convene as soon as possible but must provide its recommendations to the Parties by no later than 31 March 2004.

1.106 To be eligible to claim payments provided for under Clause 1.103 employees must make a notation on their time sheet each time they are rostered on remote call.

1.107 Clause 1.103 will apply from the first full pay period to commence on or after 14 October 2003.

32. RECALL

1.108 An employee in the Consultant Group recalled to duty on any day other than a public holiday where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate for the first three hours, and an additional 100% of the applicable Hourly Rate thereafter.

1.109 An employee in the Consultant Group recalled to duty on a public holiday where such recall is authorised, will be paid an additional 150% of the applicable Hourly Rate.

1.110 Where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such an employee is recalled to duty within 3 hours of a previous recall the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.

1.111 Each recall stands alone for the calculation of recall payments in Clause 1.108 and 1.109 of this Agreement.

1.112 'Recalled to Duty' does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the employee prior to the completion of the employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the

employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.

1.113 Commencement of a recall will be deemed to be the time from which the employee commences travelling to the health unit and ends when the employee returns to their place of residence.

1.114 All employees who travel to work as a result of receiving a recall to work will:

1.114.1 Be reimbursed at the rates specified in the DHS (Health Sector) Human Resources Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route (together with any additional parking fees) provided that no medical officer will be required to use a private vehicle for work purposes; or

1.114.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace; or

1.114.3 Be permitted to use a Government vehicle to travel to and from the workplace (with any additional parking fees incurred as a result of the recall to be reimbursed).

Telephone Calls

1.115 When an employee on Remote Call receives more than three telephone calls which does not result in a recall, the employee will be paid for each additional call for 15 minutes at the rate of an additional 50% of the employee's Hourly Rate.

Telemedicine

1.116 When an employee on Remote Call undertakes work from home through telemedicine, the employee will be entitled to be paid at the rate of an additional 50% of the employee's Hourly Rate provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period during and Remote Call period, payment will be made for the total time worked at the rate of an additional 50% of the employee's Hourly Rate. This provision will not be subject to a minimum 3 hour payment.

1.117 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

33. LEVEL 9 EXCELLENCE

1.118 Senior Consultants Level 8 will automatically progress to Senior Consultant Level 9 on the completion of twelve months service at Level 8.

34. DIRECTOR/DEPUTY DIRECTOR IMVS

1.119 The classification of Director IMVS and Deputy Director IMVS will be reviewed on vacancy by DHS, in consultation with the Association.

35. CONTINUOUS DUTY ALLOWANCE

1.120 The Continuous Duty Allowance will not be available to employees in the Consultant Group except where an employee was in receipt of the Allowance prior to 1 July 1998, in which case they will continue to receive this Allowance (inclusive of the above salary increases) for the life of this Enterprise Agreement, provided that they remain in their current appointment and that they continue to meet the Award criteria for receipt of the Allowance.

36. COMMITMENT TO RESEARCH

- 1.121 The DHS acknowledges that research constitutes an integral part of the work of many Consultants, Senior Consultants and Principal Consultants. DHS recognises the appropriateness of this work and supports its continuance.

37. CONFERENCE LEAVE

- 1.122 Conference Leave as provided in Clause 6.6 of the Award can be used to attend more than one conference in blocks of less than five days provided that approval has been given by the employee's Chief Executive Officer (or delegate) and on the basis that the cost to the employing authority is no greater than the Award provisions.
- 1.123 Consultants, Senior Consultants and Principal Consultants who forgo the conference leave entitlement as provided for in Clause 6.6 of the Award to attend an overseas conference (in accordance with the DHS (Health Sector) Human Resources Manual provisions) are entitled to up to \$2,000 per annum to assist with overseas conference attendance. In accordance with the DHS (Health Sector) Human Resources Manual provisions, no other reimbursement of expenses from operating funds is to be made by a health unit.

PART D: PROVISIONS SPECIFIC TO THE MEDICAL ADMINISTRATION CLASSIFICATIONS

38. APPOINTMENT AND CLASSIFICATION

- 1.124 The parties agree that there will be no further appointments to the following classifications (as defined) from the date of approval of the Agreement:
- Assistant Medical Administrator (with appropriate higher qualifications)
 - Assistant Medical Administrator (without appropriate higher qualifications)
 - Medical Administrator
 - Medical Superintendent – Country Hospital (with appropriate higher qualifications)
 - Medical Superintendent – Country Hospital (without appropriate higher qualifications)
 - Senior Medical Administrator
- 1.125 The classifications referred to in Clause 1.124 will apply to present incumbents only and will cease once an individual applies for, and is appointed to another position or resigns.
- 1.126 Future appointees who undertake work of a medical administration nature will be appointed to the Senior Medical Practitioner, Consultant or Senior Consultant classification, as appropriate.
- 1.127 DHS will review the criteria for managerial allowance in consultation with the Association to determine the relevance of such allowances for employees performing medical administration functions. This review will be completed by April 2004.

39. REMOTE CALL

- 1.128 The Remote Call provisions prescribed in Clauses 1.185, 1.186, 1.187, 1.188 and 1.189 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.
- 1.129 The Remote Call provisions prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications.

40. RECALL

- 1.130 The Recall provisions prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.
- 1.131 The Recall provisions prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications.

41. PROFESSIONAL DEVELOPMENT LEAVE

- 1.132 Professional Development Leave prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications who are not in an accredited training program.

42. EXAMINATION LEAVE

- 1.133 Examination Leave prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications who are in accredited training programs.

43. PROFESSIONAL EXPENSES

- 1.134 Professional Expenses prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classification without appropriate higher qualifications who are in accredited training programs.

44. CONFERENCE LEAVE

- 1.135 The Conference Leave provisions prescribed in Clause 0 of this Agreement will apply to employees classified in the medical administration classifications recognised as a specialist by the Medical Board of SA.

45. HOURS OF DUTY

- 1.136 The Hours of Duty provisions prescribed in Clause 1.78 of this Agreement will apply to employees employed in the classifications referred to in Clause 1.124.

46. ANNUAL LEAVE

- 1.137 The Annual Leave provisions prescribed in Clause 0 of this Agreement will apply to employees employed in the classifications referred to in Clause 1.124.

47. OTHER CONDITIONS OF EMPLOYMENT

- 1.138 Other conditions of employment for the employees employed in the classifications referred to in Clause 1.124 are prescribed in the Award.

PART E: PROVISIONS SPECIFIC TO MEDICAL OFFICERS (AS DEFINED IN THE AWARD)
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48. APPOINTMENT AND CLASSIFICATION

- 1.139 There will be no further appointment to the classification of Medical Officers (as defined).
- 1.140 The Medical Officer (as defined) classification will apply to present incumbents only and will cease once an individual applies for, and is appointed to, another position.

- 1.141 An employee classified as a Medical Officer (as defined) who is employed on a temporary contract as at the date of approval of this Agreement, and who is employed on a subsequent contract(s) in the same position which commences immediately following the cessation of the previous contract(s), will during the life of the Enterprise Agreement maintain the classification of Medical Officer (as defined) for as long as he/she is employed on such a contract(s).

49. PROFESSIONAL DEVELOPMENT LEAVE

- 1.142 The Professional Development Leave provisions prescribed in Clause 0 of this Agreement will apply to Medical Officers (as defined).

50. REMOTE CALL

- 1.143 The Remote Call provisions prescribed in Clauses 1.185, 1.186, 1.187, 1.188 and 1.189 of this Agreement will apply to Medical Officers (as defined).

51. RECALL

- 1.144 The Recall provisions prescribed in Clause 0 of this Agreement will apply to Medical Officers (as defined).

52. ANNUAL LEAVE

- 1.145 The Annual Leave provisions prescribed in Clause 0 of this Agreement will apply to Medical Officers (as defined).

53. OTHER CONDITIONS OF EMPLOYMENT

- 1.146 Other conditions of employment for Medical Officers (as defined) are prescribed in the Award.

PART F: PROVISIONS SPECIFIC TO THE MEDICAL PRACTITIONER GROUP
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54. DEFINITIONS

1.147 Medical Practitioner Group

- 1.147.1 **'Medical Practitioner Group'** means an employee employed as an Intern, Limited Registration Medical Practitioner, Medical Practitioner, Senior Medical Practitioner or a Senior Registrar.

1.148 Intern

- 1.148.1 **'Intern'** means an employee who has recently graduated from an accredited Australian/New Zealand School of Medicine and who in order to acquire the necessary practical skills and experience for full registration has been granted limited registration by the Medical Board pursuant to Section 35 (1)(a)(i) of the Medical Practitioners Act, 1983.

1.149 Limited Registration Medical Practitioner

- 1.149.1 **'Limited Registration Medical Practitioner'** means an overseas medical graduate who has completed an Intern year, gained permanent Australian residency and who is seeking full registration by the Medical Board of South Australia and has been granted limited registration pursuant to Section 35(1)(a)(i) of the Medical Practitioners Act 1983 for the purpose of preparing to fulfil the requirements of the 'Australian Medical Council'.

- 1.149.2 For the purposes of determining the salary level on appointment of employees previously appointed as Limited Registration Medical Practitioners, experience gained in a country other than Australia prior to gaining full registration with the Medical Board will be considered in determining "relevant experience".

- 1.149.3 Employees appointed as Limited Registration Medical Practitioners who gain full registration with the Medical Board will be reclassified to Medical Practitioners, and their salary level will be determined taking into account such "relevant experience"
- 1.149.4 A Limited Registration Medical Practitioner who has completed the 'Australian Medical Council' exams (multiple choice questionnaire and clinical exam) can progress one salary increment to Medical Practitioner level 2. Further progression cannot occur until Full Registration is granted by the Medical Board of South Australia.
- 1.149.5 Clause 1.149.4 will apply from the first full pay period to commence on or after 14 October 2003.
- 1.150 Medical Practitioner
- 1.150.1 **'Medical Practitioner'** means an employee who is registered as a medical practitioner by the Medical Board of South Australia and has been appointed as such.
- 1.150.2 'Medical Practitioners' may be employed in a teaching hospital, the Institute of Medical and Veterinary Science, a community or state-wide service setting.
- 1.150.3 Features/Characteristics of work at this level include:
- Work under general direction and undertake a range of activities requiring the application of acquired expertise, in a multi-disciplinary setting;
 - At all levels be able to perform a range of clinical/public health duties while exercising limited professional judgement under supervision. Early postgraduate medical practitioners may require support and direction from more experienced medical staff. As more experience is obtained, the need for direct supervision decreases;
 - At the more experienced level, able to perform a wide range of complex tasks directed towards delivery and management of medical/public health services to patients and able to support and direct less experienced medical practitioners;
 - Required to undertake medical assessments and or functions, which requires limited supervision;
 - Required to participate in a post graduate training program (as required by the relevant training program) or continuing medical education, as directed by the employing authority (or delegate);
 - May be required to contribute to the preparation and delivery of preventative health care educational programs and materials;
 - May be responsible for supervision and/or teaching of other staff;
 - May be required to participate in clinical and scientific research;
 - May be required, in collaboration with other relevant staff, to assist in the evaluation and improvement of services.
- 1.151 Senior Medical Practitioner
- 1.151.1 **'Senior Medical Practitioner'** means an employee who is registered as a medical practitioner by the Medical Board of South Australia and who typically has had not less than five years experience since obtaining such registration and is appointed as such.
- 1.151.2 'Senior Medical Practitioners' may be employed in a teaching hospital, community or state-wide service setting.
- 1.151.3 Features/Characteristics of work at this level, **in addition** to those defined for a Medical Practitioner, include:
- Required to work with limited or no direction or supervision and exercise a high level of professional judgement and clinical competence, in a multi-disciplinary setting;
 - Employee must be well advanced in one or more fields of clinical medicine, management, teaching and/or research;

- Responsible for complex duties, and/or program initiation, development and review and/or policy development;
- May be required to contribute specific expertise, either at a corporate or state-wide level;
- May initiate or be involved in quality improvement and organisational accreditation activities including the evaluation of services.

1.152 Hourly Rate

1.152.1 '**Hourly Rate**' for an employee in the Medical Practitioner Group means annual salary calculated as a weekly amount divided by 38.

55. PROGRESSION

1.153 An employee progresses by annual increment after each completed year of service until the relevant maximum rate is reached for the appropriate classification.

56. PART-TIME EMPLOYEES IN THE MEDICAL PRACTITIONER GROUP

1.154 A part-time employee in the Medical Practitioner Group means an employee who is engaged and paid as such, and who is employed on less than a full time basis for four or more hours per week, for a continuous period of one calendar month or longer, where the number of hours worked per week is fixed and constant.

1.155 A part-time Medical Practitioner Group employee is to be paid according to the number of hours worked at the Hourly Rate of the employee's classification.

1.156 The provisions of 1.157 apply to part-time Medical Practitioner Group employees on a proportionate basis according to the number of hours of rostered duty.

57. HOURS OF DUTY

1.157 The ordinary hours of duty for an employee in the Medical Practitioner Group are an average of 38 per week.

1.158 The hours of duty of an employee in the Medical Practitioner Group will be in accordance with the roster determined by the employing authority and applicable to each employee from time to time.

1.159 Except in the circumstances described in 1.160 and 0, an employee in the Medical Practitioner Group:

1.159.1 **must not** be rostered to work any time in excess of 12 hours per shift (exclusive of meal breaks);

1.159.2 **must not** be rostered to work any time in excess of 68 hours in any one week;

1.159.3 **must not** be rostered to work any time in excess of 272 hours in any four week cycle.

1.160 In an emergency necessitating as much medical care being available to the health unit as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist, an employee may work in excess of 12 hours per shift (exclusive of meal breaks), 68 hours in any one week or 272 hours in any four week cycle. Payment for all work in excess of 12 hours per shift (exclusive of meal breaks) or 68 hours in any one week will be at the rate of an additional 50% of the employee's Hourly Rate.

1.161 The employing authority may approve variations from the rostered starting and finishing times as long as the employee works at least the minimum hours required by the roster in any week or four week cycle.

1.162 For the purpose of this Agreement, hours of rostered duty must not include 'Proximate Call', 'Remote Call' or 'Recall' duty.

58. HOURS FREE OF DUTY

- 1.163 The hours of duty for employees employed within the Medical Practitioner Group and employed by teaching hospitals and the Institute of Medical and Veterinary Science ('IMVS') shall be rostered so as to provide at least the following time free of duty:
- 1.163.1 4 days (each of 24 hours duration) free from duty in each 28 day cycle.
 - 1.163.2 In applying 1.163.1, an employee will be rostered 1 weekend free of duty in each 28 day cycle. This sub-clause will apply from the first full pay period to commence on or after 14 October 2003.
 - 1.163.3 An employee will not be required to work in excess of 8 consecutive days, except in an emergency necessitating as much medical care being available to the health unit/IMVS as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist.
 - 1.163.4 An employee required to work in excess of 8 consecutive days in accordance with 1.163.3 of this Agreement will be paid an additional 50% of the Hourly Rate applicable to the employee for the additional day(s). This penalty is in lieu of the penalty that might be payable in accordance with Clause 1.171. This sub-clause will apply from the first full pay period to commence on or after 14 October 2003.
- 1.164 An employee employed by a teaching hospital or the IMVS must have at least 8 consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall duty and overtime but excludes work performed whilst on proximate call where applicable). If such employees do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have eight consecutive hours off duty without loss of pay for required duty occurring during such absence.
- 1.165 If on instructions of the employing authority, an employee employed within the Medical Practitioner Group and employed by a teaching hospital or the IMVS resumes or continues to work without having 8 consecutive hours off duty they are to be paid an additional 50% of the Hourly Rate applicable to the employee until they are released and they will then be entitled to be absent until they have 8 consecutive hours off duty without loss of pay for any rostered duty occurring during such absence. This penalty is payable in addition to the penalty that might be payable in accordance with Clause 1.171.

59. ROSTER CHANGEOVERS

- 1.166 Except in an emergency necessitating as much medical care being available to the health unit as possible or where in the employing authority's opinion additional patient care may be warranted and reasonable alternatives do not exist, an employee in the Medical Practitioner Group changing from night duty to day duty or from day duty to night duty shall be rostered off duty for at least 48 hours, but in no circumstances less than 24 hours, immediately preceding the commencement of the changed duty.
- 1.167 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

60. SHIFT LENGTHS

- 1.168 A maximum of 12 hours per shift (exclusive of meal breaks) may be worked in a roster but a minimum of 8 clear hours free of rostered duty must be granted before recommencement of duty, unless agreed in accordance with Clause 0 of this Agreement. This sub-clause will operate by no later than the first full pay period to commence on or after 1 January 2004.
- 1.169 An employee employed within the Medical Practitioner Group and employed by a teaching hospital or the IMVS must not be rostered to work for less than 3 hours per shift.

- 1.170 Proximate Call duty is worked between the hours of 9.00pm and 8.30am, except where the employee has only been rostered for 12 hours duty prior to being placed on Proximate Call. (Refer to Clause 1.181.)

61. OVERTIME

Full-time Employees

- 1.171 Payment for hours of rostered duty in excess of 76 hours in any two week cycle for employees in the Medical Practitioner Group will be paid at the rate of an additional 50% of the Hourly Rate applicable to the employee. This penalty is in lieu of other penalties payable in accordance with Clauses 0 and 0.
- 1.172 Clause 1.171 will apply from the first full pay period to commence on or after 14 October 2003.

Part-time Employees

- 1.173 A part-time employee employed within the Medical Practitioner Group who works required hours as directed by the employing authority in excess of their contracted hours per fortnight will be paid an additional 50% of the Hourly Rate applicable to the employee for such additional hours. This penalty is in lieu of any penalties payable in accordance with Clauses 1.171, 0 and 0.
- 1.174 For the purposes of Clause 1.173, "required hours" means:
- (a) time worked in accordance with the written roster published by the employing authority and applicable to each employee from time to time; or
 - (b) time worked at the direction of the employing authority which is in excess of the time worked referred to in (a) above.
- 1.175 The employing authority may, on request from an employee, approve variations to the start and finish times of the roster referred to in 1.174(a). In this circumstance, any time worked in excess of contracted hours will be paid at the Hourly Rate applicable to the employee.

Commencing or Ceasing Employment Part-Way Through A Pay Period

- 1.176 An employee in the Medical Practitioner Group who commences or ceases employment part-way through a pay period will be paid an additional 50% of the Hourly Rate applicable to the employee for hours of rostered duty worked in excess of 45 hours in a week in the first or final pay fortnight of that employee's employment. The provisions of this Clause do not override the provisions of Clause 1.171.

Protocol for Authorisation of Non-Rostered Overtime

- 1.177 The parties agree that the DHS will, in consultation with the Association, develop a protocol for the authorisation of non-rostered overtime to be provided to health units for implementation by no later than 31 December 2003.

62. ON CALL

Proximate Call

- 1.178 Proximate Call is time spent by a Medical Practitioner or Senior Registrar (other than hours of duty referred to in Clause 0) who are required by the employing authority to be on call and remain within the precincts of their respective health units when not actually on duty.
- 1.179 In deciding whether to require a Medical Practitioner or Senior Registrar to undertake a period of proximate call, the employing authority must have regard to the following principles:
- 1.179.1 proximate call must be limited to those circumstances where the need exists for a Medical Practitioner or Senior Registrar to be available for call and to remain on the health unit premises to ensure a quick response.

- 1.179.2 proximate call must be confined to those situations where infrequent calls are encountered and which require limited hours of recall on a regular basis.
- 1.179.3 in determining whether proximate call is appropriate for any given situation, regard must be had to the envisaged or likely hours of work that may be required of an individual during the period of the proximate call and/or the envisaged or likely contacts and interruptions.
- 1.179.4 the use of proximate call is considered appropriate if the hours of work do not exceed 2.5 hours per proximate call shift on average, and/or the contacts and interruptions do not exceed 6 per proximate call shift on average.
- 1.180 In addition to having regard to the principles outlined in 1.179, health units must seek approval to utilise proximate call from the Association and the Department of Human Services. Such approval will be granted on the condition that:
- 1.180.1 health units provide to the satisfaction of the parties reasons why alternative rostering arrangements are inappropriate;
- 1.180.2 a policy must be in place to provide cover for periods of leave;
- 1.180.3 provide rosters clearly identifying the frequency of proximate call.
- 1.181 A Medical Practitioner or Senior Registrar –
- 1.181.1 before being placed on proximate call must have completed at least 10 hours and no more than 12 hours of duty immediately preceding the commencement of proximate call.
- 1.181.2 must be placed on proximate call only between the hours of 9.00 pm. and 8.30 am. on the next succeeding day for a minimum period of 8 hours. However, where a Medical Practitioner or Senior Registrar has only been rostered for 12 hours duty prior to being placed on proximate call, then such proximate call must not commence before twelve midnight;
- 1.181.3 must not be required for duty in the succeeding 24 hours if the work performed during a proximate call shift exceeds 5 hours. Where a Medical Practitioner or Senior Registrar has been rostered to work during that succeeding 24 hours, those hours must be treated as if they had been worked.
- 1.181.4 no Medical Practitioner or Senior Registrar is to be placed on proximate call more frequently than eight nights during any twenty-eight calendar days;
- 1.181.5 no Medical Practitioner or Senior Registrar will be required to work proximate call to cover staff shortages.
- 1.182 The provisions of 1.181.4 and 1.181.5 may be set aside in an emergency situation or in exceptional and unforeseen circumstances but only if each of the following steps have been taken:
- 1.182.1 A list of appropriately qualified and experienced medical officers available to be called upon in an emergency is maintained;
- 1.182.2 Alternative measures are considered;
- Checking the availability of Casuals, Visiting or Locum Medical Officers as per the above mentioned list
 - Reducing the level of services
 - Transferring patients.
- 1.182.3 Records of the measures taken to address emergency situations are kept.
- 1.182.4 The Chief Executive Officer convenes a meeting of the key medical staff to formulate an action plan. The meeting must consider:
- The likely duration of the situation
 - Roster requirements
 - Timetable for future meetings.

- 1.182.5 Consultation with the relevant Medical Practitioner or Senior Registrar and/or their representatives must be undertaken to formulate a rostering arrangement.
- 1.182.6 The Chief Executive Officer must advise the Association and the Department of Human Services that the provisions of this sub-clause are being invoked and the circumstances surrounding the emergency. Both organisations must be informed of the status of the emergency and any changes in the way it is being dealt with.
- 1.182.7 As soon as it becomes apparent that the emergency will continue beyond a week, the Chief Executive Officer must:
- Reconvene the emergency committee
 - Reassess steps (i) and (ii) in this process
 - Follow the remaining processes
- 1.183 A Medical Practitioner or Senior Registrar placed on proximate call must, for the whole of the period, be paid the Hourly Rate of the defined classification for each hour on proximate call. In addition, a penalty of 50% applies where a Medical Practitioner or Senior Registrar is recalled whilst on proximate call, provided that where a Medical Practitioner or Senior Registrar is placed on proximate call on a Public Holiday, payment will be at one and three quarter times the Hourly Rate of the defined classification.
- 1.184 Unless the Association and the Department of Human Services agree otherwise, a review of the application of proximate call will be conducted by the parties every twelve months.

Remote Call

- 1.185 All employees must make themselves available to be rostered on remote call, and to treat both public and private patients if recalled to duty.
- 1.186 Remote Call Allowances described in the Award Schedule 1, Part VI will increase as detailed in Schedule 3.
- 1.187 Remote Call is time spent by employees who are required by the employing authority to hold themselves available for duty, at home or some other mutually agreed place but without being restricted to the precincts of the health unit.
- 1.188 An employee in the Medical Practitioner Group who is rostered on remote call on a night or for part of a Saturday, Sunday, Public Holiday or part of any other day when that officer would normally be rostered off duty, will be paid the allowance as provided for in Schedule 3 of this Agreement.
- 1.189 An employee in the Medical Practitioner Group who is rostered on remote call on a full Saturday, Sunday, Public Holiday or any other day on which such employee would normally be rostered off duty will be paid the allowance as provided for in Schedule 3 of this Agreement.

63. RECALL

- 1.190 When an employee in the Medical Practitioner Group, other than a Medical Practitioner or Senior Registrar on 'Proximate Call', who is recalled to duty on any day other than a public holiday (refer 1.204 or 1.205 as appropriate) and such recall is authorised, in addition to payment made in accordance with 1.188 and 1.189 payment will be made for time worked outside hours of rostered duty at the rate of an additional 50% of the applicable Hourly Rate for the first 3 hours, and an additional 100% of the applicable Hourly Rate thereafter except that:
- 1.190.1 where the period of time worked is less than 3 hours, payment will be made for 3 hours; and
- 1.190.2 where the employee is recalled to duty within 3 hours of a previous recall the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.
- 1.191 Each recall stands alone for the calculation of recall payments in Clause 1.190 of this Agreement.

- 1.192 'Recalled to Duty' does not refer to duty undertaken immediately following rostered work or overtime or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the employee prior to the completion of the employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 1.193 Commencement of a recall will be deemed to be the time from which the employee commences travelling to the health unit and ends when the employee returns to their place of residence.
- 1.194 All employees who travel to work as a result of receiving a recall to work will:
- 1.194.1 Be reimbursed at the rates specified in the DHS (Health Sector) Human Resources Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route (together with any additional parking fees) provided that no medical officer will be required to use a private vehicle for work purposes; or
 - 1.194.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace; or
 - 1.194.3 Be permitted to use a Government vehicle to travel to and from the workplace (with any additional parking fees incurred as a result of the recall to be reimbursed).

Telephone Calls

- 1.195 When an employee on Remote Call receives more than three telephone calls which does not result in a recall, the employee will be paid for each additional call for 15 minutes at the rate of an additional 50% of the employee's Hourly Rate.

Telemedicine

- 1.196 When employee an on Remote Call employee undertakes work from home through telemedicine, the employee will be entitled to be paid at the rate of an additional 50% of the employee's Hourly Rate provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period during and Remote Call period, payment will be made for the total time worked at the rate of an additional 50% of the employee's Hourly Rate. This provision will not be subject to a minimum 3 hour payment.
- 1.197 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

64. HIGHER QUALIFICATION ALLOWANCE

- 1.198 Clause 4.3.1 of the Award is not applicable.

65. WEEKEND PENALTIES

- 1.199 An employee in the Medical Practitioner Group will be paid an additional 50% of the employee's Hourly Rate for working rostered hours of duty between midnight Friday and midnight Sunday. This penalty is in lieu of any other penalties payable in accordance with Clauses 1.201 and 1.202.
- 1.200 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

66. SHIFT PENALTIES

- 1.201 Payment for hours of rostered duty which commence at or after 12 midday and which extend beyond 6.00 pm (not being hours of rostered duty for which payment is made in

accordance with Clauses 0, 0 or 1.202) will be made at the rate of an additional 15% of the Hourly Rate applicable to that employee.

- 1.202 Payment for hours of rostered duty worked between 12 midnight and 8.00 am on any day (not being hours of rostered duty for which payment is made in accordance with Clause 0) will be made at the rate of an additional 25% of the Hourly Rate applicable to that employee.

67. PUBLIC HOLIDAYS

- 1.203 For the purpose of this Clause the following public holidays will be allowed to employees on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labor Day, Christmas Day, Proclamation Day or in lieu of any such holiday any holiday proclaimed in lieu thereof together with any other day duly proclaimed as a special day and observed as a public holiday within the State of South Australia.

- 1.204 Where an employee in the Medical Practitioner Group other than a Medical Practitioner Group employee on "Proximate Call", is rostered to work or recalled to work on any public holiday, such employee must be paid an additional 150% of the employee's Hourly Rate for all time worked. This penalty is in lieu of the penalties prescribed in Clauses 0, 0 and 0.
- 1.205 Where a public holiday falls between Monday and Friday inclusive and an employee in the Medical Practitioner Group does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.

68. ANNUAL LEAVE

- 1.206 An employee in the Medical Practitioner Group (other than a casual employee) will, on the completion of twelve months service, be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
- 1.206.1 Thirty-five calendar days on full pay a year if regularly rostered for duty over seven days of the week or if an employee is not regularly rostered for duty over seven days of the week but is regularly required by the employing authority to be on duty or on call on seven days of the week (including Sundays and Public Holidays).
- 1.206.2 Twenty-eight calendar days on full pay a year if not so rostered or required to be on duty or on call.
- 1.207 The entitlement of an employee in the Medical Practitioner Group to annual leave accrues on the completion of twelve months continuous service less the period of leave. An employee in the Medical Practitioner Group may at any time be granted annual leave in anticipation of annual leave accruing.
- 1.207.1 From 1 July 2004 employees in the Medical Practitioner Group will accrue and take annual leave in accordance with service years.
- 1.207.2 The employing authority can however approve leave in anticipation of annual leave accruing for employees in the Medical Practitioner Group where the nature of the appointment makes it impractical to do otherwise.
- 1.208 Annual leave for an employee in the Medical Practitioner Group will be granted by the employing authority and must be taken by the employee before a further full years entitlement to annual leave accrues. However, where the employing authority and the employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 1.209 If a period of annual leave for an employee in the Medical Practitioner Group is deferred then:

- 1.209.1 the employee may, during the first six months of the service year to which the annual leave has been deferred, apply to take such deferred leave during that service year. Upon receipt of such application, the employing authority will grant the leave sought, where possible at the time(s) requested but in any case within a six month period commencing from the date of application; and
- 1.209.2 where the employee does not make such application, the employing authority must grant and direct the employee to take such deferred leave during that service year.
- 1.210 Where annual leave is granted and taken in anticipation of an entitlement accruing and, before the entitlement to that leave accrues to the employee, the employee ceases for any reason to be an employee, then unless the employer otherwise determines, a sum equal to the sum paid to the employee in respect of that leave must be repaid to the employer. From 1 July 2004 annual leave cannot be taken in anticipation of the annual leave entitlement accruing, except as provided for in Clause 1.207.2.
- 1.211 Where the employing authority and the employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.
- 1.212 Where the employment of an employee in the Medical Practitioner Group is terminated the employee is to be paid the appropriate pro rata entitlement for annual leave except that where the employee has taken annual leave before rendering service appropriate to the amount of leave granted, the employing authority may recover the monetary equivalent of the excess leave taken.
- 1.213 Subject to 1.213.2, the rate of salary an employee in the Medical Practitioner Group is entitled to receive whilst on annual leave will be that which such employee would have received if during the period of leave the employee had worked the average weekly number of hours worked by that employee during the twelve months immediately prior to the date upon which the Medical Practitioner Group employee proceeds on annual leave. However, where the Medical Practitioner Group employee has not served for twelve months from the date of appointment to the date of commencement of leave, payment will be that which would have been received if during the period of leave the Medical Practitioner Group employee had worked the average weekly number of hours worked by the Medical Practitioner Group employee during this period of service.
- 1.213.1 For the purposes of this sub-clause 'the average weekly number of hours worked' means all hours actually worked including overtime and time worked on recall (other than when recalled on proximate call) during the proceeding twelve months. In relation to proximate call, all time whilst on such call (including any duty performed) is to be included in the calculation.
- 1.213.2 The payment to be made (which is in addition to normal salary) whilst on annual leave will be calculated on the basis of time and one half of the average number of overtime and recall hours (other than recall on proximate call) worked. Payment for the average number of hours rostered on proximate call (including any duty performed) will be calculated at the rate of ordinary time.
- 1.213.3 Where the provisions of this sub-clause are more beneficial to an employee in the Medical Practitioner Group than the provisions of 1.213.1, such employee in the Medical Practitioner Group will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5% of the classification's Enterprise Agreement salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 1.214 The annual leave loading payable to a part-time Medical Practitioner Group employee shall bear the same proportion of a full time employee's loading entitlement as the hours of duty worked by the part-time employee bear to the hours of duty of a corresponding full-time employee.

- 1.215 Where a Senior Medical Practitioner is in receipt of a Managerial Allowance as provided for in 1.24 of the Enterprise Agreement such allowance will continue to be paid during periods of annual leave.

69. MEAL BREAKS

- 1.216 Except in the circumstances described in 1.217, an employee in the Medical Practitioner Group must not be required to work more than 6 hours without a meal break of half an hour.
- 1.217 The provisions of 1.216 do not apply in the case of emergencies or where the requirement to facilitate continuity of patient care results in the need for the Medical Practitioner Group employee to continue active duty.
- 1.218 Except in the circumstances described in 1.219, where an employee in the Medical Practitioner Group works in excess of 6 hours without a meal break, that Medical Practitioner Group employee must be paid an additional penalty for all time worked until a meal break is taken and completed. The additional penalty payable under this sub-clause is 50% of the Hourly Rate applicable to an employee in the Medical Practitioner Group. Where an employee in the Medical Practitioner Group performs work contemplated by Clauses 0, 0 or 0 of this Agreement, this additional penalty is payable in addition to any other penalties that might be payable.
- 1.219 The provisions of 1.218 do not apply where an employee in the Medical Practitioner Group has not been expressly instructed by that employee's superior to continue working in excess of the 6th hour span.
- 1.220 Where an employee in the Medical Practitioner Group is interrupted during a meal break by work such meal break is to be counted as time worked and the period paid for at ordinary time rates.

70. SICK LEAVE

- 1.221 A part-time Medical Practitioner Group employee will be credited in any financial year with a maximum sick leave entitlement which bears the same proportion of 91.2 hours as the average actual weekly hours of rostered duty of a part-time Medical Practitioner Group employee bears to 38 hours. Such maximum annual entitlement shall be calculated by the following formula:

$$\frac{\text{Average no. of hours of rostered duty*}}{\text{Medical Practitioner Group employee is employed per week}} \times \frac{91.2}{38} = \frac{\text{Maximum no. of hours entitlement per financial year (taken to nearest hour)}}{1}$$

* Refer 1.157 and 1.162.

71. EXAMINATION LEAVE

- 1.222 Examination Leave as provided in Clause 6.5 of the Award may also be used for the purposes of meeting other study or education commitments arising from the accredited training programme including attendance at conferences, seminars, courses and programmes, as required by the appropriate College.

72. PROFESSIONAL EXPENSES

- 1.223 Health units may reimburse employees in the Medical Practitioner Group who are in accredited training programs up to \$2,000 per annum (inclusive of any applicable FBT) towards the cost incurred by the employee to the relevant College in obtaining a specialist qualification. Such payment will only be made towards training (including examination fees) required as a pre-requisite to obtaining a specialist qualification. Reimbursement is subject to the successful annual completion of all requirements of the training program.

1.224 This Clause will apply from the first full pay period to commence on or after 14 October 2003.

73. PROFESSIONAL DEVELOPMENT LEAVE

1.225 Employees in the Medical Practitioner Group who are not in an accredited training programme will be entitled to access one week of paid leave every two years for "approved professional development" purposes.

1.226 "Approved professional development" purposes will include approved activities and/or attendance at training seminars, workshops and/or courses provided through:

- recognised medical Colleges;
- the South Australian Postgraduate Medical Education Association (SAPMEA);
- through or approved by the Council for Early Post Graduate Training in South Australia (CEPTSA);
- Courses offered through Tertiary institutions;
- Or other activities as approved by the employing health unit following individual application.

1.227 Applications for approval must be made by an individual employee at least 3 months prior to the anticipated date of commencement of leave except that where the leave is for the purposes of attendance at a scheduled workshop/seminar/course an application must be made at least 6 months prior to the date of commencement of leave to allow for appropriate arrangements to be made for ongoing service needs.

1.228 Approval for leave for professional development purposes will not be unreasonably withheld.

1.229 This Clause will apply from the first full pay period to commence on or after 1 January 2004.

74. TRAINING

1.230 The parties are committed to encouraging and promoting ongoing training of Medical Practitioner Group employees.

1.231 It is recognised that part of the average of 38 hours per week for employees in the Medical Practitioner Group is specifically designed to allow such employees to undertake training and educational activities. Such activities may include tutorials, lectures, grand rounds, and consultations with other medical officers on the understanding that the principal object of such activities is to develop, maintain or improve the skills and knowledge of such employees.

75. SIGNATORIES

Chief Executive, Department of Human
Services

Witness

Commissioner for Public Employment

Witness

South Australian Salaried Medical Officers
Association

Witness

SCHEDULE 1: SALARIES (FOR EMPLOYEES NOT ACCESSING THE MEDICAL OFFICER SPECIFIC SALARY SACRIFICE SCHEME)

1.1 Consultants with Access to the General Public Sector Salary Sacrifice Scheme (refer to Clause 1.14)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003 \$ per annum	first full pay period to commence on or after 14 April 2004 \$ per annum
Consultant	1	\$82,998	\$85,903	\$106,090
	2	\$86,420	\$89,445	\$110,465
	3	\$89,833	\$92,977	\$114,827
	4	\$93,251	\$96,515	\$119,196
Senior Consultant	5	\$98,373	\$101,816	\$125,743
	6	\$101,794	\$105,357	\$130,116
	7	\$105,208	\$108,890	\$134,479
	8	\$107,857	\$111,632	\$137,866
	9	\$110,333	\$114,195	\$141,031
			From Date of Approval of this Agreement	
Principal Consultant			\$117,695	\$145,353

1.2 Medical Administration with Access to the General Public Sector Salary Sacrifice Scheme (refer to Clause 1.14)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003	first full pay period to commence on or after 14 April 2004
			\$ per annum	\$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$76,171	\$78,837	\$94,762
	2	\$79,583	\$82,368	\$99,006
	3	\$82,998	\$85,903	\$103,255
	4	\$86,420	\$89,445	\$107,513
	5	\$89,833	\$92,977	\$111,758
	6	\$93,251	\$96,515	\$116,011
Medical Administration (with appropriate higher qualifications)	3	\$82,998	\$85,903	\$106,090
	4	\$86,420	\$89,445	\$110,465
	5	\$89,833	\$92,977	\$114,827
	6	\$93,251	\$96,515	\$119,196
	7	\$98,373	\$101,816	\$125,743
	8	\$101,794	\$105,357	\$130,116
	9	\$105,208	\$108,890	\$134,479
	10	\$107,857	\$111,632	\$137,866
Medical Administrator		\$110,333	\$114,195	\$141,031
Senior Medical Administrator		\$117,172	\$121,273	\$149,772
Deputy Director, IMVS		\$119,879	\$124,075	\$153,233
Director IMVS		\$128,985	\$133,499	\$164,871

1.3 Casual Medical Staff with Access to the General Public Sector Salary Sacrifice Scheme (refer to Clause 1.14)

Level	Current		first full pay period to commence on or after 14 April 2003		first full pay period to commence on or after 14 April 2004	
			first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$	\$	\$
Casual Medical Employee	\$58.05	\$24.15	\$60.10	\$25.00	\$72.25	\$30.05
Casual Consultant	\$74.85	\$31.30	\$77.45	\$32.40	\$95.65	\$40.00
Casual Senior Consultant	\$94.20	\$39.05	\$97.50	\$40.40	\$120.40	\$49.90

1.4 Medical Officers (As Defined) with Access to the General Public Sector Salary Sacrifice Scheme (refer to Clause 1.14)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003 \$ per annum	first full pay period to commence on or after 14 April 2004 \$ per annum
Medical Officer (MD-1)	1	\$59,963	\$62,062	\$74,599
	2	\$62,686	\$64,880	\$77,986
	3	\$65,421	\$67,711	\$81,389
	4	\$68,148	\$70,533	\$84,781
	5	\$70,878	\$73,359	\$88,178
	6	\$74,329	\$76,931	\$92,471
	7	\$77,218	\$79,921	\$96,065
	8	\$81,197	\$84,039	\$101,015
	9	\$87,882	\$90,958	\$109,332

1.5 Medical Practitioner Group with Access to the General Public Sector Salary Sacrifice Scheme (refer to Clause 1.14)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003 \$ per annum	first full pay period to commence on or after 14 April 2004 \$ per annum
Intern	1	\$39,684	\$41,073	\$45,755
Medical Practitioner	2	\$42,990	\$44,495	\$49,567
	3	\$46,303	\$47,924	\$53,387
	4	\$51,853	\$53,668	\$59,786
	5	\$55,166	\$57,097	\$68,288
	6	\$58,470	\$60,516	\$72,377
	7	\$61,776	\$63,938	\$76,470
	8	\$64,133	\$66,378	\$79,388
Senior Registrar	1	\$65,862	\$68,167	\$81,937
	2	\$68,872	\$71,283	\$85,682
Senior Medical Practitioner	1	\$77,218	\$79,921	\$96,065
	2	\$81,197	\$84,039	\$101,015
	3	\$87,882	\$90,958	\$109,332

SCHEDULE 2: SALARIES (FOR EMPLOYEES ACCESSING THE MEDICAL OFFICER SPECIFIC SALARY SACRIFICE SCHEME)

2.1 Consultants with Access to the Medical Officer Specific Salary Sacrifice Scheme (refer to Clauses 1.17 and 1.18)

Level	Step	Current	first full pay period to commence on or after 14 April 2003	first full pay period to commence on or after 14 April 2004
		\$ per annum	\$ per annum	\$ per annum
Consultant	1	\$82,998	\$85,903	\$88,910
	2	\$86,420	\$89,445	\$92,576
	3	\$89,833	\$92,977	\$96,231
	4	\$93,251	\$96,515	\$99,893
Senior Consultant	5	\$98,373	\$101,816	\$105,380
	6	\$101,794	\$105,357	\$109,044
	7	\$105,208	\$108,890	\$112,701
	8	\$107,857	\$111,632	\$115,539
	9	\$110,333	\$114,195	\$118,192
			From Date of Approval of this Agreement	
Principal Consultant			\$117,695	\$121,814

2.2 Medical Administration with Access to the Medical Officer Specific Salary Sacrifice Scheme (refer to Clauses 1.17 and 1.18)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003	first full pay period to commence on or after 14 April 2004
			\$ per annum	\$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$76,171	\$78,837	\$81,596
	2	\$79,583	\$82,368	\$85,251
	3	\$82,998	\$85,903	\$88,910
	4	\$86,420	\$89,445	\$92,576
	5	\$89,833	\$92,977	\$96,231
	6	\$93,251	\$96,515	\$99,893
Medical Administration (with appropriate higher qualifications)	3	\$82,998	\$85,903	\$88,910
	4	\$86,420	\$89,445	\$92,576
	5	\$89,833	\$92,977	\$96,231
	6	\$93,251	\$96,515	\$99,893
	7	\$98,373	\$101,816	\$105,380
	8	\$101,794	\$105,357	\$109,044
	9	\$105,208	\$108,890	\$112,701
	10	\$107,857	\$111,632	\$115,539
Medical Administrator		\$110,333	\$114,195	\$118,192
Senior Medical Administrator		\$117,172	\$121,273	\$125,518
Deputy Director, IMVS		\$119,879	\$124,075	\$128,418
Director IMVS		\$128,985	\$133,499	\$138,171

2.3 Casual Medical Staff with Access to the Medical Officer Specific Salary Sacrifice Scheme (refer to Clauses 1.17 and 1.18)

Level	Current		first full pay period to commence on or after 14 April 2003		first full pay period to commence on or after 14 April 2004	
			first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$	\$	\$
Casual Medical Employee	\$58.05	\$24.15	\$60.10	\$25.00	\$62.20	\$25.90
Casual Consultant	\$74.85	\$31.30	\$77.45	\$32.40	\$80.15	\$33.55
Casual Senior Consultant	\$94.20	\$39.05	\$97.50	\$40.40	\$100.90	\$41.80

2.4 Medical Officers (As Defined) with Access to the Medical Officer Specific Salary Sacrifice Scheme (refer to Clauses 1.17 and 1.18)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003 \$ per annum	first full pay period to commence on or after 14 April 2004 \$ per annum
Medical Officer (MD-1)	1	\$59,963	\$62,062	\$64,234
	2	\$62,686	\$64,880	\$67,151
	3	\$65,421	\$67,711	\$70,081
	4	\$68,148	\$70,533	\$73,002
	5	\$70,878	\$73,359	\$75,927
	6	\$74,329	\$76,931	\$79,624
	7	\$77,218	\$79,921	\$82,718
	8	\$81,197	\$84,039	\$86,980
	9	\$87,882	\$90,958	\$94,142

2.5 Medical Practitioner Group with Access to the Medical Officer Specific Salary Sacrifice Scheme (refer to Clauses 1.17 and 1.18)

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2003 \$ per annum	first full pay period to commence on or after 14 April 2004 \$ per annum
Intern	1	\$39,684	\$41,073	\$42,511
Medical Practitioner	2	\$42,990	\$44,495	\$46,052
	3	\$46,303	\$47,924	\$49,601
	4	\$51,853	\$53,668	\$55,546
	5	\$55,166	\$57,097	\$59,095
	6	\$58,470	\$60,516	\$62,634
	7	\$61,776	\$63,938	\$66,176
	8	\$64,133	\$66,378	\$68,701
Senior Registrar	1	\$65,862	\$68,167	\$70,553
	2	\$68,872	\$71,283	\$73,778
Senior Medical Practitioner	1	\$77,218	\$79,921	\$82,718
	2	\$81,197	\$84,039	\$86,980
	3	\$87,882	\$90,958	\$94,142

SCHEDULE 3: ALLOWANCES

3.1 Managerial Allowances

		first full pay period to commence on or after 14 April 2003	first full pay period to commence on or after 14 October 2003	first full pay period to commence on or after 14 April 2004	first full pay period to commence on or after 14 October 2004
	Current				
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit	\$3,914	\$4,051	\$4,456	\$4,612	\$5,073
Large Unit	\$9,175	\$9,496	\$10,446	\$10,812	\$11,893
Divisional/Clinical Unit	\$14,434	\$20,207		\$20,914	

3.2 Remote Call

		first full pay period to commence on or after 14 April 2003	first full pay period to commence on or after 14 April 2004
	Current		
	\$	\$	\$
Night, part of Saturday, Sunday, Public Holiday, part of any other day normally rostered off duty	\$23.30	\$24.10	\$24.95
Full Saturday, Sunday, Public Holiday, any other day normally rostered off duty	\$36.95	\$38.25	\$39.60

SCHEDULE 4: TRANSITION TO THE GENERAL PUBLIC SECTOR SALARY SACRIFICE SCHEME - CALCULATION OF PARITY PAYMENT

The amount of the "parity payment" for individual employees will be calculated as follows:

$X - Y =$ amount of payment up to the limits prescribed in Clause 8.5 of the Agreement

$X =$ the "grossed up" salary for the 12 months (or period of employment, whichever is the lesser) exclusive of the 14 April 2003 general salary increase

$Y =$ the "grossed up" salary as determined in X plus the transitional percentage shown below depending on classification

where

$X = A - B + C$

$Y = D - E + F$

$A =$ actual gross salary for the 12 months ending 30 September 2003 (or period of employment, which ever is the lesser) exclusive of the April 2003 general salary increase

$B =$ actual amount of earnings salary sacrificed to FBT items or 30% of A whichever is the lesser

$C =$ $B \times 1.9417$ to determine the "grossed up" value of the salary sacrifice amount

$D =$ A plus the following percentages depending on classification:

Interns	7.9%
Medical Practitioners levels 1-4	
Medical Practitioners levels 5-8	16.1%
Senior Registrars	
Senior Medical Practitioners	
Medical Officers (as defined)	
Medical Administration (without appropriate higher qualifications)	16.7%
Casual employees other than a casual Consultant or casual Senior Consultant	
Consultants	
Senior Consultants	
Medical Administration (with appropriate higher qualifications)	
Medical Administrator	
Senior Medical Administrator	
Deputy Director IMVS	
Director IMVS	20.0%
Casual Consultant	
Casual Senior Consultant	

$E =$ for employees employed in health units with "Hospital PBI" status \$8755
for employees employed in health units with "Non-Hospital PBI" status \$15,450

$F =$ for employees employed in health units with "Hospital PBI" status \$17,000
for employees employed in health units with "Non-Hospital PBI" status \$30,000