

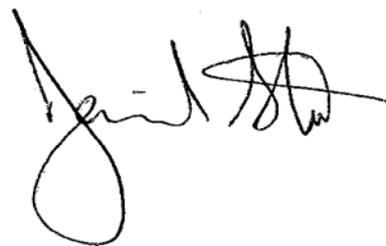
# DEPARTMENT OF HEALTH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2008

**File No. 5067 of 2008**

This Agreement shall come into force on and from 18 August 2008 and have a life extending for a period of thirty-six months therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 18 AUGUST 2008.



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COMMISSION MEMBER



# **DEPARTMENT OF HEALTH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2008**



**Government  
of South Australia**

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**PART A: PRELIMINARY**

**1. ENTERPRISE AGREEMENT**

- 1.1 This Agreement is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved by the Industrial Relations Commission of South Australia.
- 1.2 This Agreement may be referred to as the “Department of Health Salaried Medical Officers Enterprise Agreement 2008”.
- 1.3 The term of this Agreement shall be for a period commencing on the date of approval of this Agreement by the Industrial Relations Commission of South Australia and nominally expiring on 18 August 2011.
- 1.4 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.
- 1.5 This Agreement is to be read and interpreted in conjunction with the South Australian Medical Officers Award.

**2. PARTIES BOUND**

- 2.1 Subject to clause 2.2, this Agreement is binding upon:
  - 2.1.1 The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the *Fair Work Act 1994*) and the Chief Executive, Department of Health in relation to employees bound by this Agreement.
  - 2.1.2 Employees covered by the South Australian Medical Officers Award, as detailed in Schedule 1 and 2 whether members of an association or not; and
  - 2.1.3 The Association.
- 2.2 This Agreement is **not** binding on:
  - 2.2.1 Those persons employed pursuant to the Department of Health Visiting Medical Specialists Agreement.
  - 2.2.2 Those persons employed pursuant to the Department of Health Visiting Vascular Surgeons Enterprise Agreement.
  - 2.2.3 Those persons employed pursuant to the Senior Visiting Neurosurgeons Agreement.
  - 2.2.4 Those persons employed pursuant to the Department of Health Clinical Academics Enterprise Agreement.
  - 2.2.5 The University of Adelaide and employees thereof.
  - 2.2.6 The Flinders University of South Australia and employees thereof.
- 2.3 For the purpose of this Agreement the Enterprise is defined as the Department of Health, all hospitals incorporated under the *Health Care Act 2008* and the employees bound by this Agreement.

**3. DEFINITIONS**

- 3.1 In this Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i> ;
“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”	Means those employees employed as Consultants or Senior Consultants;

“DH”	Means the Department of Health;
“employing authority”	Means the applicable employer bound by this Enterprise Agreement, or delegate thereof;
“employee”	Means an employee bound by this Agreement;
“GPSSSS”	Means General Public Sector Salary Sacrifice Scheme;
“SA Health”	Means the South Australian public health sector and includes DH and health units;
“health unit”	Means a hospital as defined in the <i>Health Care Act 2008</i> ;
“health unit site”	Where a hospital has more than one campus/site this means a discrete campus/site including hospitals, health centres or SA Pathology;
“Medical Practitioner Group” “MPG” has the same meaning	Means those employees employed as Interns, Limited Registration Medical Practitioners, Medical Practitioner, Senior Medical Practitioners or Senior Registrars; or a single member of that group;
“MOSSSS”	Means Medical Officer Specific Salary Sacrifice Scheme;
“this Agreement”	Means the Department of Health Salaried Medical Officers Enterprise Agreement 2008.

## PART B: PROVISIONS APPLYING TO ALL EMPLOYEES

### 4. OBJECTS AND COMMITMENTS

#### 4.1 The objects of this Agreement are:

- 4.1.1 To enable SA Health and employees party to this Agreement to be dynamic productive and responsive to the service needs of government, the public and consumers of health care services;
- 4.1.2 To support South Australia’s Strategic Plan, the South Australian Health Care Plan and the service delivery objectives of government, DH and health units;
- 4.1.3 To support workforce flexibility, mobility, development and performance.

#### 4.2 In making and applying this Agreement, the parties are committed to:

- 4.2.1 The continued evolution of the SA Health as a dynamic, productive and health consumer responsive entity;
- 4.2.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of health care service and to enable the provision of quality services to government, the public and consumers of health care services;
- 4.2.3 Consultation in the development and implementation of SA Health, DH and health unit based reform and change programs;
- 4.2.4 Implementing the following Principles:
  - 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;
- 4.2.5 Implementing the following Values:
  - 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.

## **5. ONGOING IMPROVEMENT**

- 5.1 The parties acknowledge that the provision of health services in South Australia are subject to ongoing development and restructuring in order that the best possible health outcomes are achieved for the people of South Australia and to this end acknowledge the South Australian Health Care Plan 2007-2016 and South Australia's Strategic Plan.
- 5.2 The parties are committed to engaging effectively in clinical change and workforce reform initiatives designed to achieve ongoing health service improvements consistent with the objectives of the South Australian Health Care Plan and South Australia's Strategic Plan. This includes the identification and implementation of measures and initiatives to improve standards of care, quality of care, productivity, efficiency, and effective workforce management at the local level (e.g. health units) and departmental level.
- 5.3 The parties are committed to achieving the following particular strategic directions:
- Strengthening primary health care;
  - Enhancing hospital care;
  - Reforming mental health care;
  - Improving the health of Aboriginal people;
  - Workforce reform initiatives; and
  - The development of integrated statewide services.

## **6. CONSULTATION**

- 6.1 The parties commit to the following consultative principles.
- 6.1.1 Consultation involves the sharing of information and the exchange of views between the employing authority and employees and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.
- 6.1.2 The employing authority will consult in good faith, not simply advise what will be done.
- 6.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 6.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 6.1.5 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.

## **7. SALARY**

- 7.1 The salaries payable to employees are detailed in Schedule 1 (GPSSSS employees) and 2 (MOSSSS employees) as applicable. The Schedules include new salaries to apply from the first full pay period to commence on or after 14 April 2008; and increases of 3.5% pa from the first full pay period to commence on or after 14 April 2009 and 14 April 2010.

## **8. SALARY SACRIFICE ARRANGEMENTS**

- 8.1 For the purposes of, and subject to, this clause, salary for the purpose of calculating the amount which may be salary sacrificed will include, where applicable, all salaries, penalties and allowances paid to employees pursuant to the Award and this Agreement and all other allowances and loadings established as at 21 January 2004. Other allowances and loadings established after 21 January 2004 may only be included as salary for the purposes of salary sacrifice by express agreement between the Association and DH.

## **GENERAL PUBLIC SECTOR SALARY SACRIFICE SCHEME (GPSSSS)**

- 8.2 New employees, and those who commenced employment on or after 28 November 2003, will have access only to GPSSSS.
- 8.3 A feature of GPSSSS is that employees are liable for any applicable fringe benefits tax.
- 8.4 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 that enables salary sacrifice arrangements to be put in place.
- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 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.
- 8.5 Employees, other than those who remain in MOSSSS, will receive the applicable salary detailed in Schedule 1.

## **MEDICAL OFFICER SPECIFIC SALARY SACRIFICE SCHEME (MOSSSS)**

- 8.6 MOSSSS is closed to new members. Employees who are in MOSSSS will remain in MOSSSS unless they transfer to GPSSSS pursuant to clause 8.10 or 8.11. MOSSSS employees will receive the applicable salaries as detailed in Schedule 2.
- 8.7 For employees who are in the MOSSSS, the following conditions apply:
- 8.7.1 This clause applies for the period an employee enters into a SSA. SSA is the formal administrative instrument between the employer and the employee that enables salary packaging arrangements to be put in place.
- 8.7.2 An employee may elect to sacrifice not more than 30% of his/her salary.
- a) For the purposes of this sub-clause 8.7, "salary" does not include the Attraction and Retention Allowance in clause 26 provided that where an employee is in receipt of an Attraction and Retention allowance under clause 26 and had been in receipt of an "other allowance or loading established as at 21 January 2004" (see sub-clause 8.1) that has been absorbed into or substituted by the Attraction and Retention Allowance, "salary" for that employee will include the applicable percentage described in Column 2 of sub-clause 26.2 or the percentage above 100% (or 1.0) resulting from the formula in clause 26.3 (as applicable).
- 8.7.3 Where an employee:
- a) Enters into a SSA with an employing authority and utilises an Fringe Benefit Tax (FBT) exemption approved by the Australian Taxation Office, the 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 and utilises an FBT exemption approved by the Australian Taxation Office, the employee will indemnify the employing authority against any non FBT liability whatsoever arising from, or in respect of, that SSA.
- c) For the purposes of this clause, FBT exemption means the capped level of FBT exemption which may arise pursuant to s57(A) of the *Fringe Benefits Tax Act* where:
- i) The relevant employee's employment duties are exclusively performed in, or in connection with, a public hospital;

- ii) The relevant employee's employer provides public ambulance services or services that support those services and the employee is predominantly involved in connection with the provision of those services; or
- iii) The relevant employee's employer is a Public Benevolent Institution.

8.7.4 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.

8.7.5 For the purposes of clause 8.7:

- 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.

8.8 An employee who is employed on a temporary contract, who continues to participate in MOSSSS and who is employed on a subsequent contract(s) which commences immediately following the cessation of the previous contract(s) will, unless they elect to transfer to GPSSSS, continue to participate in MOSSSS.

8.9 The conditions detailed in clause 8.3 relating to GPSSSS will not apply to employees who remain in MOSSSS.

8.10 An employee may elect to transfer from MOSSSS to GPSSSS within 3 months following approval of this Agreement.

8.11 An employee may also elect to transfer from MOSSSS to GPSSSS effective on 1 April 2009, 1 April 2010 and 1 April 2011. Employees electing to do so must give sufficient notice to the employing authority prior to the relevant date.

## **9. MANAGERIAL ALLOWANCES**

9.1 Clause 4.3.2 of the Award will apply to Consultants and Senior Medical Practitioners, other than casual employees, as applicable. However, clause 4.3.2.4 of the Award will not apply to Senior Medical Practitioners.

9.2 Managerial Allowances described in the Award at clause 4.3.2 will increase as detailed in Schedule 3.1.

9.3 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. RELOCATION EXPENSES**

10.1 The employing authority will reimburse relocation expenses to employees in accordance with Part 8-7 of the DH Human Resources Manual as varied from time to time.

## **11. WORKPLACE FLEXIBILITY**

11.1 The parties agree that an employing authority (or delegate thereof) may negotiate and reach agreement at a workplace level (e.g. health unit, health unit site or unit within such site) 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).

11.2 This clause applies to a proposal by the employer 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 (WFP).

11.2.1 Where the employer or employees intend to initiate a WFP, the initiator will notify the employer 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 employer 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.

- 11.2.2 Consultation in respect of a WFP 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 WFP has policy implications across the employing authority or SA Health.

Where such policy implications arise, affected employee/s or the employer will refer the WFP to DH.

- 11.2.3 Where a majority of affected employees agree (whether by ballot or otherwise) to a WFP, the employment arrangement agreed will be provided in writing as a Workplace Flexibility Agreement (WFA) specifying:
- The unit where the proposal will apply;
  - The date of commencement of the varied arrangements;
  - Minimum staffing levels to be maintained by the employer for the purposes of the proposal;
  - A date of review for the agreed arrangements; and
  - Any other agreed matter relating to the proposal.

11.2.4 The WFA will apply as if incorporated as a Schedule to this Agreement.

11.2.5 A party may apply to vary this Agreement to add any WFA as a Schedule to remove any uncertainty in the operation of this clause in giving effect to any such WFA. The parties agree that any such WFA will operate only in respect of the employing authority and workplace specified within the Schedule.

11.3 Nothing in this clause will allow shift lengths greater than 14 hours duration to be agreed for MPG employees.

## **12. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

12.1 The parties acknowledge the mutual benefit to the employing authority and employee of Voluntary Flexible Working Arrangements (VFVA) to balance work and other (including family) commitments.

12.1.1 The employing authority (or delegate thereof) or a Chief Executive Officer of a health unit (or delegate) will consider an employee's request to participate in a VFVA having regard to both the operational needs of the health unit or particular workplace, and the employee's circumstances.

12.1.2 This clause applies for the period an employee participates in a VFVA.

- a) Subject to this clause, the salary payable to an employee, or applicable to a position, where the employee elects to participate in a VFVA, will be adjusted to take account of the VFVA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Agreement or Award.
- b) Where an employee is participating in a Purchased Leave type of VFVA, 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.
- c) 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 VFVA and be adjusted accordingly.

### **FAMILY CARERS LEAVE**

12.2 For the purposes of this clause, the following are to be regarded as members of a person's family: a spouse (including a de facto spouse or former spouse); a child or step child; a parent or parent-in-law; any other member of the person's household; a grandparent or grand child; any other person who is dependent on the persons care.

- 12.2.1 An employee, other than a casual employee, with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill;
- 12.2.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested;
- 12.2.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

#### **PAID MATERNITY AND PAID ADOPTION LEAVE**

- 12.3 Operative 1 August 2008, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the expected date of the birth of the child and is granted maternity leave is entitled to 14 weeks paid maternity leave.
- 12.4 Operative 1 August 2008, an employee, other than a casual employee, who has completed 12 months continuous service before taking custody of an adopted child is entitled to 14 weeks paid adoption leave.
- 12.5 The following conditions apply to an employee applying for leave under this clause.
  - 12.5.1 The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
  - 12.5.2 An employee will be entitled to 14 weeks 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.
- 12.6 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
  - 12.6.1 To take the paid leave in 2 periods of 7 weeks during the first 12 months of the commencement of their paid leave; or
  - 12.6.2 To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the 28 weeks, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
  - 12.6.3 A combination of 12.6.1 and 12.6.2.
- 12.7 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 12 months (disregarding any periods of leave).
- 12.8 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.

#### **RETURN TO WORK ON A PART-TIME BASIS**

- 12.9 An employee, other than a casual employee, is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child's second birthday.
  - 12.9.1 The following conditions apply to an employee applying to return on a part-time basis:
    - a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide the employing authority or Chief Executive Officer of the health unit (as

applicable) such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.

- b) At least 6 weeks prior to the relevant child's birthday, the employee will advise the employing authority or Chief Executive Officer of the health unit (as applicable), whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part-time basis.
- c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

### **REIMBURSEMENT OF REASONABLE CHILD CARE COSTS**

- 12.10 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is to work outside their rostered or required hours, and consequently the employee utilises paid child care, the employing authority will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
  - 12.10.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 12.10.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 12.10.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 12.10.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time in the DH Human Resources Manual.
  - 12.10.5 The employee will provide the employing authority with a Child Benefit Claim form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
  - 12.10.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's rostered or required hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given. Required hours do not include recall.

### **13. OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

- 13.1 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.
- 13.2 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.
- 13.3 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.

## **14. REIMBURSEMENT OF REASONABLE TRAVEL COSTS**

- 14.1 Where an employee is required to work in a manner which would be unsafe for the employee to drive home due to fatigue, the employee will be entitled to:
- 14.1.1 Immediate access to a separate fully partitioned bedroom reasonably furnished including clean linen with adequate space for clothing;
  - 14.1.2 Provision for proper showering, bathing and toilet facilities;
  - 14.1.3 Reasonable provision of light foodstuffs and beverages and facilities for the preparation of such.
- 14.2 Access to these facilities will be for a period of not less than 8 consecutive hours.
- 14.3 Where these facilities are not available the employee will be entitled to travel home in a taxi at the employing authority's expense and where the employee uses their own transport, from home to work.
- 14.4 Where an employee, other than a casual employee, works outside their rostered or required hours and the period of work starts and finishes outside the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause:
- 14.4.1 The work or the hour/s to be worked is/are not part of a regular systematic pattern of work or hour/s performed by the employee.
  - 14.4.2 The employee ordinarily uses public transport.
  - 14.4.3 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time as specified in the DH Human Resources Manual.
  - 14.4.4 The employee will provide the employing authority with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

## **15. PRE-EMPLOYMENT SCREENINGS**

- 15.1 The employing authority's 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 unit.
- 15.2 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 unit and to the individual prospective employees and will not be provided to third parties.
- 15.3 The prospective employee's consent will be obtained before seeking any such information.

## **16. JOB AND PERSON SPECIFICATION**

- 16.1 All employees 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.

## **17. JOB PLANNING**

- 17.1 DH will undertake a job planning project during the life of this Agreement, which will accurately describe the work undertaken in a designated position and link that to service needs.

## **18. TERM APPOINTMENTS**

- 18.1 Subject to 18.2, permanent employment is the preferred employment status.
- 18.2 An employee (other than an employee employed as an Intern, Medical Practitioner or Senior Registrar) may be employed on a temporary basis in the following circumstances:
- Backfill/coverage of leave (e.g. maternity/adoption leave, long service leave, leave without pay etc) or workers compensation absences; or
  - Positions carrying out a project of limited duration (e.g. research project); or
  - Positions carrying out a specific task (e.g. undertaking a review); or
  - To fill externally funded positions, whereby funding is wholly or substantially by grants or payments from a government other than the State Government or from a private or community body; or

- Positions for dealing with workload fluctuations; or
- Where the outcome of a service/function review is pending; or
- Managerial appointment in accordance with clause 9.3 of this Agreement; or
- Other circumstances as may be agreed between the parties.

## **19. NOTICE OF TERMINATION BY EMPLOYEE**

19.1 This clause is in lieu of clause 3.3.5 of the Award.

19.2 In order to terminate employment:

19.2.1 An employee, other than a Consultant, must give the employing authority at least two weeks notice.

19.2.2 A Consultant must give the employing authority at least 6 weeks notice provided that a shorter period may be accepted at the discretion of the employing authority.

## **20. INDUSTRIAL DISPUTE RESOLUTION**

20.1 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.

20.2 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.

20.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

20.4 Any grievance or dispute will be handled as follows:

20.4.1 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 health units, management representative means the Chief Executive Officer of the health unit or their delegate.

Stage 3 Discussions involving nominated delegates with a representative of Workforce Development of DH.

20.4.2 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.

20.5 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 that may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.

20.6 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.

20.7 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 Commission. 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.

20.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

20.9 These procedures are for dealing with industrial disputes or likely industrial disputes and not for personal grievances. Personal grievances will in the first instance be dealt with pursuant to the DH Human Resources Manual or Section 63 and 64 of the *Public Sector Management Act 1995*.

## **21. NO EXTRA CLAIMS**

- 21.1 This Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions, and whether on the basis of equity, attraction, retention, work value, special circumstances, market rates or otherwise).
- 21.2 The salaries and rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 21.3 The employees and Association undertake that for the term of this Agreement, they will not individually, severally or collectively pursue any further or other claims except where consistent with State Wage Case principles, nor engage in, encourage or support any industrial action or activity adverse to, or that result in, disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation in pursuit of any further or other claims.

## **22. NOT TO BE USED AS A PRECEDENT**

- 22.1 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 APPLYING TO CONSULTANTS**

### **23. HOURLY RATE**

- 23.1 For the purposes of clauses relating to the Consultants, the "**Hourly Rate**" means the Consultant's annual salary excluding all allowances (except the Managerial Allowance where applicable) calculated as a weekly amount divided by 37.5.

### **24. HOURS OF DUTY**

- 24.1 Consultants have no fixed hours of duty. The salary for Consultants takes into account teaching and research work undertaken and that no separate payments are made for overtime or weekend work, except as provided in clauses 26.9.5, 31 and 32 of this Agreement.
- 24.2 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 Consultant.

### **25. HOURS FREE OF DUTY**

- 25.1 A Consultant 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 and immediate recall duty). If such Consultants do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have 8 consecutive hours off duty without loss of pay for required duty occurring during such absence.

### **26. ATTRACTION AND RETENTION ALLOWANCES**

- 26.1 In this clause 26, a reference to a percentage will be taken as a reference to the percentage of the Consultant's annual salary specified in Schedule 1.1 or 2.1 as applicable to the Consultant.
- 26.2 Subject to this clause 26, a Consultant in Column 1 will be entitled to an attraction and retention allowance specified in:
- 26.2.1 Column 2 from the first full pay period commencing on or after 14 April 2008;
  - 26.2.2 Column 3 from the first full pay period commencing on or after 1 July 2008; and
  - 26.2.3 Column 4 from the first full pay period commencing on or after approval of this Agreement.

Column 1	Column 2 First full pay period commencing on or after 14 April 2008	Column 3 First full pay period commencing on or after 1 July 2008	Column 4 First full pay period commencing on or after approval of this Agreement
Emergency Medicine Consultant* & Paediatric Emergency Consultant**	37.5%***	67%***	No change
Anaesthetist	16.7%	50%	No change
Intensive Care Unit Consultant	50%	No change	No change
Rehabilitation Consultant#	37.5%	No change	No change
Other Consultants	Nil	No change	30%

\* Fellow of the Australasian College for Emergency Medicine.

\*\* Fellow of the Royal Australasian College of Physicians, have recognised training in paediatric emergency medicine and is practising in paediatric emergency medicine in the emergency department of the applicable health unit site.

\*\*\* The parties acknowledge that this has regard to particular circumstances of not having access to private practice arrangements.

# A Rehabilitation Consultant may make an election under clause 26.8 to come within the category of "Other Consultants".

- 26.3 If immediately prior to the commencement of this Agreement a Consultant within the category of "Other Consultants" in Column 1 was in receipt of an over award or agreement payment, loading or allowance, then for the period commencing on and from the first full pay period to commence on or after 14 April 2008 until the commencement of the first full pay period commencing on or after approval of this Agreement, the extent of such payment, loading or allowance will be adjusted in accordance with the following formula, provided that in no instance will the result of the adjustment be less than one.

$1 + \text{Allowance applicable prior to commencement of this Agreement (expressed as a percentage converted to a decimal)}$

1.2

- 26.4 The attraction and retention allowance:

- 26.4.1 Is payable fortnightly with the per annum amount derived from the applicable percentage described in the table in clause 26.2 multiplied by the Consultant's annual salary as specified in Schedule 1.1 or 2.1 (as appropriate) of this Agreement.
- 26.4.2 Will not be used in the calculation of remote call, penalty and recall payments.
- 26.4.3 Is payable during periods of paid leave, although not for payment in lieu of leave on termination.
- 26.4.4 Is not considered "Base Salary" for any private practice agreement (or applicable scheme) referred to in clause 35 of this Agreement.
- 26.4.5 Does not derogate from earnings received by a Consultant in accordance with a private practice MOA and the Capped Private Practice.

- 26.5 Payment of the attraction and retention allowance is conditional on:

- 26.5.1 It absorbing, and operating in substitution for, any other allowance (except remote call and managerial allowances), the Continuous Duty Allowance and any over award or agreement payment, loading or allowance (except a private practice payment within the Capped Private Practice). To the extent necessary, the terms of any individual contract of employment will cease and have no effect irrespective of when such contract was or is made (i.e. whether prior or during the life of this Agreement).
- 26.5.2 Subject to the discharge of professional and clinical obligations, where a Consultant has entered or enters into a private practice MOA, the Consultant at all times making all reasonable and best efforts to exercise those private practice arrangements to the full extent permissible by law together with the consequent invoicing of private patients and not desisting from so doing, or diminishing such effort, when the Consultant achieves the cap applicable to the Consultant under the Capped Private Practice.
- 26.5.3 The Consultant:

- a) Actively contributing to and participating in teaching junior medical staff, trainees and medical students;
- b) Being at the applicable health unit/s of the employing authority for the nominal days for which the Consultant is rostered and employed;
- c) Participating in clinical outcome measurement and reporting;
- d) Participating in risk management/governance activities; and
- e) Participating in performance development and appraisals.

26.6 The parties agree that for the life of this Agreement the attraction and retention allowance addresses all current and future attraction and retention issue/s of any kind whatsoever, and that during the life of this Agreement no further allowance/loading/payment of any sort whatsoever will be sought by the Association or a Consultant (whether individually or collectively), or any agent acting or purporting to act on behalf of a Consultant/s, including Consultant/s within a particular College, specialty or group.

26.7 The attraction and retention allowance payable under this clause will not be payable, or will cease to be payable, where the employing authority has received a written notification from the Consultant to the effect that the Consultant elects to instead:

- a) Retain access to a cap that exceeds the percentage specified in the "Capped Private Practice" table, which election cannot be withdrawn; or
- b) Participate in Scheme 2 of the DH Private Practice Agreement 2008 referred to in clause 35 of this Agreement,

provided that any such election cannot be withdrawn, any attraction and retention allowance will cease on and from the time such election becomes effective such that at no time will a Consultant be entitled to the benefit of any more than one of a), b) or 26.2 hereof, and the obligations in sub-clauses 26.5 and 26.6 will continue to apply (the necessary changes having been made) to the Consultant.

26.8 A Rehabilitation Consultant in Column 1 of sub-clause 26.2 may provide the employing authority with a written notification to the effect that the Rehabilitation Consultant elects to instead come within the category of "Other Consultants" for the purposes of this clause 26, provided that any such election cannot be withdrawn and will operate from the first full pay period commencing on or after receipt of the notification unless the Rehabilitation Consultant is commencing employment, in which case it will operate from commencement of employment.

26.9 For the purposes of this clause:

26.9.1 "private practice" and "private practice MOA" refers to Scheme One Capped Private Practice of the DH Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) referred to in clause 35 of this Agreement, subject to the particular Consultant's arrangement being tax compliant. It does not include Scheme 2 of the PPA 2008 referred to in clause 35 of this Agreement.

26.9.2 "private practice payment" means a payment received by the Consultant through a tax compliant private practice Scheme One Capped Private Practice of PPA 2008.

26.9.3 "Capped Private Practice" means Scheme One Capped Private Practice of the PPA 2008 referred to in clause 35 of this Agreement, subject to the particular Consultant's arrangement being tax compliant.

26.9.4 "cap" means the percentage specified in this Capped Private Practice table, which applies to the applicable Consultant.

	Capped Private Practice Ability to earn up to % per annum
Emergency Medicine Consultant* & Paediatric Emergency Consultant**	Not entitled to rights of private practice or compensation for lack of such rights (0%)
Anaesthetist	45%
Intensive Care Unit Consultant	35%
Rehabilitation Consultant#	20%
Other Consultants	65%

\* Fellow of the Australasian College for Emergency Medicine.

\*\* Fellow of the Royal Australasian College of Physicians, have recognised training in paediatric emergency medicine and is practising in paediatric emergency medicine in the emergency department of the applicable health unit site

# A Rehabilitation Consultant may make an election under clause 26.8 to come within the category of "Other Consultants".

26.9.5 "over award or agreement payment, loading or allowance" means a payment, loading or allowance payable other than pursuant to the Award, this Agreement or the previous DH Salaried Medical Officers Enterprise Agreement 2005.

## 27. SHIFT PENALTIES

27.1 Consultants 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:

27.1.1 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 27.1.2 and 27.1.3) an additional 15% of the Hourly Rate applicable to that Consultant.

27.1.2 For rostered duty between midnight and 8.00am (not being hours of rostered duty for which payment is made in accordance with 27.1.3) will be made at the rate of an additional 25% of the Hourly Rate applicable to that Consultant.

27.1.3 For rostered duty between midnight Friday and midnight Sunday an additional 50% of the Hourly Rate applicable to that Consultant.

27.2 Shift penalties for Consultants working in other than Accident and Emergency or Intensive Care Units will not apply unless expressly agreed between DH and the Association.

## 28. PUBLIC HOLIDAYS

28.1 For the purpose of this clause the following public holidays will be allowed to Consultants on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour 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.

28.2 Where a public holiday falls between Monday and Friday inclusive and a Consultant, other than a casual employee, does not work on any such day because it is a rostered day off, the Consultant will be entitled to have one day added to annual leave for each public holiday so occurring.

28.3 A Consultant, other than a casual employee, who is rostered to work on a public holiday, will be allowed one day off in lieu of such public holiday which may, at the Consultant's option, be added to annual leave. This provision is in lieu of any shift and weekend penalties.

## 29. ANNUAL LEAVE

29.1 A Consultant, other than a casual Consultant, will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave on the following basis:

29.1.1 If regularly rostered for duty over 7 days of the week or if a Consultant is not regularly rostered over 7 days of the week but is regularly required by the employing authority to be on duty or on call on 7 days of the week (including Sundays and public holidays), at a rate of 2 11/12 calendar days on full pay for each completed month of service per service year (equivalent to 35 calendar days per service year).

- 29.1.2 If not so rostered or required to be on duty or on call in accordance with 29.1.1, at a rate of 2 1/3 calendar days on full pay for each completed month of service per service year (equivalent to 28 calendar days per service year).
- 29.1.3 A part-time Consultant other than a casual Consultant is entitled to receive pro rata credit for annual leave based on the average weekly number of authorised hours worked in ordinary time.
- 29.2 Annual leave for Consultants will be granted by the employing authority and must be taken by the Consultant before a further full year entitlement to annual leave accrues. However, where the employing authority and the Consultant agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 29.3 If a period of annual leave for a Consultant is deferred in accordance with 29.2, then:
- 29.3.1 The Consultant may, during the first 6 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 6 month period commencing from the date of application; and
- 29.3.2 Where the Consultant does not make such application the employing authority must grant and direct the Consultant to take such deferred leave during that service year.
- 29.4 Where the employing authority and the Consultant agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than 7 calendar days.
- 29.5 Where the employment of a Consultant is terminated the Consultant is to be paid the appropriate pro rata entitlement for annual leave.
- 29.6 A Consultant will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5% of the classification's Agreement salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 29.7 For Consultants the amount of loading payable for each calendar weeks leave is to be calculated using the following formula:

$$\frac{\text{The weekly annual leave loading received by corresponding full time Consultant}}{10} \times \frac{\text{Nominal half days a part-time Consultant would have normally worked in a calendar week but for the taking of annual leave}}{1}$$

- 29.8 Where a Consultant is in receipt of a Managerial Allowance as provided for in 4.3.2 of the Award and clause 9 of this Agreement such allowance will continue to be paid during periods of annual leave.
- 29.9 Where a Consultant is in receipt of a Continuous Duty Allowance as provided for in 4.3.3 of the Award and clause 38 of this Agreement, such allowance will continue to be paid during periods of annual leave.
- 29.10 All other provisions relating to annual leave are contained in the DH Human Resources Manual.

### **30. REMOTE CALL**

- 30.1 All Consultants, other than a casual employee, must make themselves available to be rostered on remote call, and to treat both public and private patients if recalled to duty.
- 30.2 A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority will be paid an annual allowance of 5%; or
- A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for one in six nights/days will be paid an annual allowance of 7.5%; or
- A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for one in five nights/days will be paid an annual allowance of 8.5%; or

A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for one in four nights/days will be paid an annual allowance of 9.5%; or

A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for one in three nights/days will be paid an annual allowance of 10.5%; or

A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for one in two nights/days or more will be paid an annual allowance of 11.5%.

Such annual allowance shall be calculated as a percentage of the Consultant's annual salary excluding all allowances (except the Managerial Allowance where applicable).

30.2.1 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:

$$\text{Annual Salary} \times \text{relevant percentage (referred to in clause 30.2)} / 100 \times 12/313$$

- b) Is subject to periodic review at least twice a year 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.

30.3 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 30.2.

#### **PART-TIME EMPLOYEES IN THE CONSULTANT GROUP**

30.4 A part-time Consultant required to participate on a remote call roster to the same frequency as a full time Consultant on that roster will be paid an allowance equal to the relevant percentage specified in 30.2 of the annual salary payable to a full time Consultant.

30.5 Where a part-time Consultant works at two health unit sites and is required by each site to participate on its remote call roster, the Consultant will be paid an allowance of the appropriate percentage as described in 30.2 of a full time salary at each health unit site where they meet the requirement of 30.4.

#### **31. RECALL**

31.1 This clause 31 applies to Consultants, other than a Consultant to whom clause 32 applies.

31.2 A Consultant recalled to duty on any day other than in accordance with 31.3 and 31.4 where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for the first three hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.2 for each hour thereafter. Pro rata for part of an hour based on 15 minute segments.

31.3 A Consultant recalled to duty on a Sunday where such recall is authorised, will be paid an additional 100% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 4.2 for each hour. Pro rata for part of an hour based on 15 minute segments.

31.4 A Consultant recalled to duty on a public holiday where such recall is authorised, will be paid an additional 150% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 4.3 for each hour. Pro rata for part of an hour based on 15 minute segments.

31.5 Where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such a Consultant is recalled to duty within 3 hours of a previous recall the Consultant 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.

31.6 Each recall stands alone for the calculation of recall payments in 31.2, 31.3 and 31.4 of this Agreement.

31.7 "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 Consultant prior to the

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

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

## **32. IMMEDIATE RECALL**

- 32.1 This clause 32 applies to a Consultant who is designated by the employing authority (or delegate) as a Consultant on "immediate call".

32.1.1 For the purposes of this clause:

- a) "A Consultant on 'immediate call'" means a Consultant who is designated by the employing authority (or delegate) as meeting the following criteria:
  - i) Is rostered on call pursuant to clause 30; and
  - ii) Is required to be on call at least one night/day in every six; and
  - iii) Is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; and
  - iv) Is required to return to the applicable health unit site within thirty minutes.
- b) Where the period of time worked is less than 3 hours, payment is to be made for 3 hours, provided that if the Consultant is recalled to duty within 3 hours of a previous recall the Consultant 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.
- c) Each recall stands alone for the calculation of recall payments.
- d) '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 Consultant prior to the completion of the Consultant'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 Consultant knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- e) Commencement of a recall will be deemed to be the time from which the Consultant commences travelling to the applicable health unit site and ends when the Consultant returns to their place of residence.

- 32.2 A Consultant designated by the employing authority (or delegate) as a Consultant on "immediate call", may elect, in accordance with this sub-clause, to be paid either as per clause 32.3 or clause 32.4.

32.2.1 An election must be made and notified to the employing authority (or delegate) by not later than 31 May, and will have effect on and from 1 July, of each year during the operation of this Agreement.

32.2.2 The first election to be made must be made and notified within one month after commencement of this Agreement or, for new Consultants, commencement of employment as may be applicable.

32.2.3 Where the employing authority (or delegate) does not receive an election, the Consultant on immediate call will be deemed to have elected to be paid the "Hourly Rate" as per clause 32.3.

- 32.3 A Consultant on immediate call who is recalled to duty where such recall is authorised and has elected to be paid an "Hourly Rate" will be paid as follows:

32.3.1 For any day other than a Sunday or public holiday, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.4 for the

first three hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.5 for each hour thereafter, provided that for those hours that occur between midnight and 8am, it will be plus an hourly rate in Schedule 4.4a and 4.5a respectively (in place of those in Schedule 4.4 and 4.5). Pro rata for part of an hour based on 15 minute segments.

32.3.2 For a Sunday, will be paid an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.5 for each hour, provided that after the first three hours worked between midnight and 8am, it will be plus an hourly rate in Schedule 4.5b (in place of the rate in Schedule 4.5). Pro rata for part of an hour based on 15 minute segments.

32.3.3 For a Public Holiday, will be paid an additional 150% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.6 for each hour. Pro rata for part of an hour based on 15 minute segments.

32.4 A Consultant on immediate call, who is recalled to duty where such recall is authorised and has elected to receive recall payments derived from Commonwealth Medicare Benefits Schedule (CMBS) Rates, will be paid as follows and must record on the prescribed timesheet the time spent and the date, patient name, unit record number and CMBS item number(s) for the recall:

32.4.1 For recall involving procedural work a Consultant will receive:

- a) CMBS payment plus 30% for the first item number;
- b) 75% of the CMBS payment plus 30% (of the 75%) for the second item number;
- c) 75% of the CMBS payment plus 30% (of the 75%) for the third item number.

32.4.2 For recall involving consultation only a Consultant will receive:

- a) An additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.4 for each hour. Pro rata for part of an hour based on 15 minute segments.

32.5 Payment for recall under this clause 32 is in lieu of any payment for recall that would otherwise be made under this Agreement or Award.

### **33. REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL**

33.1 All Consultants who travel to work as a result of receiving a recall or immediate recall to work will:

33.1.1 Be reimbursed at the rates specified in the DH 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 provided

- a) No Consultant will be required to use a private vehicle for work purposes;
- b) Where the Consultant has notified the employing authority (or delegate) of the distance of the return journey between the Consultant's usual place of residence and applicable workplace; has elected to be paid on the basis that is the distance mutually deemed as the applicable distance travelled when recalled; and has indicated on their timesheet (or in such other manner as may be required by the employing authority (or delegate)) that they used their private motor vehicle, the Consultant will be reimbursed on the basis of that deemed distance. This sub-clause has no effect where the Consultant has not left the premises of the applicable health unit site at the time of being recalled.

33.1.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace.

33.1.3 Be permitted to use a Government vehicle to travel to and from the workplace.

33.1.4 Be reimbursed any parking fees necessarily incurred.

### **34. TELEPHONE CALLS AND TELEMEDICINE**

34.1 When a Consultant on Remote Call or Immediate Call receives more than three telephone calls which do not result in a recall or immediate recall, the Consultant will be paid for each additional call for 15 minutes at the rate of an additional 50% of the Consultant Hourly Rate plus an hourly rate as prescribed in Schedule 4.1.

- 34.2 When a Consultant on Remote Call or Immediate Call undertakes work from home through telemedicine, the Consultant will be entitled to be paid at the rate of an additional 50% of the Consultant's Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for each hour 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 a Remote Call or Immediate Call period, payment will be made for the total time worked at the rate of an additional 50% of the Consultant's Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for each hour. Pro rata for part of an hour based on 15 minute segments. This provision will not be subject to a minimum 3 hour payment.

### **35. PRIVATE PRACTICE**

- 35.1 The parties acknowledge that there are mutual benefits to the employing authority, Consultant/s and applicable health unit/s, in having arrangements granting Consultants 'rights of private practice' and that during the life of this Agreement there will be in place a Department of Health Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) that includes Scheme One and Scheme Two. The main elements of the PPA 2008 are summarised in "Attachment: PPA 2008" to this Agreement.

35.1.1 For the purposes of this clause:

- a) Scheme and "private practice scheme" means Scheme One or Two as applicable to the Consultant.
- b) Scheme One means the scheme identified as such in the PPA 2008, which scheme largely reflects the private practice Memorandum of Agreement (MOA) arrangements in place immediately prior to the commencement of this Agreement, subject to the particular Consultant's arrangement being tax compliant.
- c) Scheme Two means the scheme identified as such in the PPA 2008, which is a new scheme that comes into effect as indicated in the PPA 2008.

- 35.2 Subject to this clause 35 and conditional on approval of this Agreement:

- 35.2.1 The provisions of this Agreement that apply to Consultants, and of the applicable private practice scheme, will be read having regard to the other, provided that neither will form part of the other and an expression that appears only in this Agreement or in the applicable private practice scheme will bear the meaning that gives effect to the applicable document.
- 35.2.2 The summary of the main elements the PPA 2008 included in "Attachment: PPA 2008" to this Agreement is included only for the purpose of information and neither that summary nor the PPA 2008 form part of this Agreement.
- 35.2.3 Any monies, entitlements or obligations arising under an applicable private practice scheme, or under this Agreement, will not count for any purpose whatsoever of the other, unless otherwise expressly stated.
- 35.2.4 For the purposes of this Agreement, the Chief Executive, DH undertakes that there will be no reduction in the Option A percentages (and locations) nor in the Option B percentages and distribution as expressed in the main elements of Scheme 2 referred to in "Attachment: PPA 2008" to this Agreement.

### **36. SALARY PROGRESSION**

- 36.1 Consultants progress by annual increment based on years of experience to Level 9.

### **37. DIRECTOR/DEPUTY DIRECTOR IMVS**

- 37.1 There will be no further appointments to the classification of Director Institute of Medical and Veterinary Science (IMVS) and Deputy Director IMVS.

### **38. CONTINUOUS DUTY ALLOWANCE**

- 38.1 The Continuous Duty Allowance will not be available to Consultants except where a Consultant was in receipt of the Allowance prior to 1 July 1998, in which case, subject to clause 26, they will continue to receive this Allowance (inclusive of the above salary increases) for the life of this Agreement, provided that they remain in their current appointment and that they continue to meet the Award criteria for receipt of the Allowance.

**39. COMMITMENT TO RESEARCH**

39.1 DH acknowledges that research constitutes an integral part of the work of many Consultants. DH recognises the appropriateness of this work and supports its continuance.

**40. PROFESSIONAL DEVELOPMENT**

40.1 The following provisions operate in lieu of clause 6.6 of the Award.

40.1.1 A Consultant, other than a casual employee, will be entitled to access up to 10 days per annum on full pay (including Managerial Allowance and/or Continuous Duty Allowance where applicable) for professional development purposes. This leave can be accumulated to 20 days in any one period of two years.

40.1.2 Operative from the first full pay period on or after the date appearing in Column 1, a Consultant, other than a casual employee, will be entitled to access up to the amount in Column 2 per annum (inclusive of any applicable FBT) for professional development expenses. This entitlement can be accumulated up to an amount in Column 3 in any one period of two years, provided that a Consultant employed for less than five nominal half days in a calendar week will be entitled to reimbursement of up to the amount in Column 4 per annum (inclusive of any applicable FBT) which can be accumulated up to the amount in Column 5 in any one period of two years.

Column 1	Column 2	Column 3	Column 4	Column 5
14 April 2008	\$14,000	\$28,000	\$7,000	\$14,000
14 April 2009	\$17,000	\$34,000	\$8,500	\$17,000
14 April 2010	\$20,000	\$40,000	\$10,000	\$20,000

40.1.3 In this clause “professional development” means professional development as approved by the Consultant’s direct line manager who will have regard to the Consultant’s performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval.

40.1.4 Where a Consultant has been reimbursed pursuant to clause 40.1.2 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

**PART D: PROVISIONS SPECIFIC TO THE MEDICAL ADMINISTRATION CLASSIFICATIONS**

**41. APPOINTMENT AND CLASSIFICATION**

41.1 The parties agree that there will be no further appointments to the following classifications (as defined):

- 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.

41.2 The classifications referred to in 41.1 will apply to present incumbents only and will cease once an individual applies for, and is appointed to another position or resigns.

41.3 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.

41.4 DH will review the criteria for Managerial Allowances in consultation with the Association to determine the relevance of such allowances for the employees performing medical administration functions.

**42. REMOTE CALL**

- 42.1 Clauses 62.8, 62.9, 62.10, 62.11 and 62.12 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.
- 42.2 Clause 30 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications

**43. RECALL**

- 43.1 Clause 63 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.
- 43.2 Clauses 31, 33 and 34 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications.

**44. PROFESSIONAL DEVELOPMENT**

- 44.1 Clause 71.1 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications who are in an accredited training program.
- 44.2 Clause 71.2 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.
- 44.3 Clause 40 of this Agreement will apply to employees classified in the medical administration classifications recognised as a specialist by the Medical Board of South Australia.

**45. HOURS OF DUTY**

- 45.1 Clause 24.2 of this Agreement will apply to employees in the classifications referred to in clause 41.1.

**46. ANNUAL LEAVE**

- 46.1 Clause 29 of this Agreement will apply to employees employed in the classifications referred to in clause 41.1.

**47. OTHER CONDITIONS OF EMPLOYMENT**

- 47.1 Other conditions of employment for the employees employed in the classifications referred to in clause 41.1 are prescribed in the Award.

**PART E: PROVISIONS SPECIFIC TO THE MEDICAL OFFICERS (AS DEFINED IN THE AWARD)**

**48. APPOINTMENT AND CLASSIFICATION**

- 48.1 There will be no further appointment to the classification of Medical Officers (as defined).
- 48.2 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.
- 48.3 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 this Agreement maintain the classification of Medical Officer for as long as he/she is employed on such a contract(s).

**49. PROFESSIONAL DEVELOPMENT**

- 49.1 Clause 71.2 of this Agreement will apply to Medical Officers (as defined).

**50. REMOTE CALL**

- 50.1 Clauses 62.8, 62.9, 62.10, 62.11 and 62.12 of this Agreement will apply to Medical Officers (as defined).

## 51. RECALL

51.1 Clause 63 of this Agreement will apply to Medical Officers (as defined).

## 52. ANNUAL LEAVE

52.1 Clause 29 of this Agreement will apply to Medical Officers (as defined).

## 53. OTHER CONDITIONS OF EMPLOYMENT

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

# PART F: PROVISIONS SPECIFIC TO THE MEDICAL PRACTITIONER GROUP [MPG]

## 54. DEFINITIONS

54.1 Intern

54.1.1 **'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 33 (2) of the *Medical Practice Act, 2004*.

54.2 Limited Registration Medical Practitioner

54.2.1 **'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 33(2) of the *Medical Practice Act 2004* for the purpose of preparing to fulfil the requirements of the 'Australian Medical Council'.

54.2.2 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".

54.2.3 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".

54.2.4 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 the Medical Board of South Australia grants full registration.

54.3 Medical Practitioner

54.3.1 **'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.

54.3.2 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.

#### 54.4 Senior Medical Practitioner

54.4.1 **'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.

54.4.2 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.

#### 54.5 Hourly Rate

54.5.1 **'Hourly Rate'** for an MPG employee means annual salary calculated as a weekly amount divided by 38.

### 55. PROGRESSION

55.1 Subject to clause 55.2, an MPG employee progresses by annual increment after each completed year of service until the relevant maximum rate is reached for the appropriate classification.

55.2 A Medical Practitioner step 2 or Medical Practitioner step 3 in an accredited training position who has received written confirmation from an accredited College training program of acceptance into an accredited College training program will advance one salary increment in accordance with this clause from the first full pay period commencing on or after the date on which a copy of the written confirmation is received by the employing authority from the MPG employee:

55.2.1 a Medical Practitioner step 2 will advance one salary increment to Medical Practitioner step 3;

55.2.2 a Medical Practitioner step 3 (who has not previously advanced one salary increment in accordance with 55.2.1) will advance one salary increment to Medical Practitioner step 4.

### 56. PART-TIME EMPLOYEES IN THE MEDICAL PRACTITIONER GROUP

56.1 A part-time MPG employee means a MPG employee who is engaged and paid as such, and who is employed on less than a full time basis for 4 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.

56.2 A part-time MPG employee is to be paid according to the number of hours worked at the Hourly Rate of the MPG employee's classification.

56.3 The provisions of clause 57.1 apply to part-time MPG employees on a proportionate basis according to the number of hours of rostered duty.

### 57. HOURS OF DUTY

57.1 The ordinary hours of duty for a MPG employee are an average of 38 per week.

57.2 The hours of duty of a MPG employee will be in accordance with the roster determined by the employing authority and applicable to each employee from time to time.

- 57.3 Except in the circumstances described in 57.4 and clause 11, a MPG employee:
- 57.3.1 **must not** be rostered to work any time in excess of 12 hours per shift (exclusive of meal breaks);
  - 57.3.2 **must not** be rostered to work any time in excess of 68 hours in any one week;
  - 57.3.3 **must not** be rostered to work any time in excess of 272 hours in any four week cycle;
- 57.4 In an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist, a MPG 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 MPG employee's Hourly Rate. This penalty is in addition to any penalty that might be payable in accordance with clause 61 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for public holidays.
- 57.5 The employing authority may approve variations from the rostered starting and finishing times as long as the MPG employee works at least the minimum hours required by the roster in any week or four week cycle.
- 57.6 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**

- 58.1 The hours of duty for MPG employees shall be rostered so as to provide at least the following time free of duty:
- 58.1.1 4 days (each of 24 hours duration) free from duty in each 28 day cycle.
  - 58.1.2 In applying 58.1.1, a MPG employee will be rostered 1 weekend free of duty in each 28 day cycle.
  - 58.1.3 A MPG 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 employing authority as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist.
  - 58.1.4 A MPG employee required to work in excess of 8 consecutive days in accordance with 58.1.3 of this Agreement will be paid an additional 50% of the Hourly Rate applicable to the MPG employee for the additional day(s). This penalty is in addition to any penalty that might be payable in accordance with clause 61 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for public holidays.
- 58.2 A MPG employee 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 MPG employees do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have 8 consecutive hours off duty without loss of pay for required duty occurring during such absence.
- 58.3 If on the instructions of the employing authority, an MPG employee 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 MPG 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 in addition to any penalty that might be payable in accordance with clause 61 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for public holidays.

## **59. ROSTER CHANGEOVERS**

- 59.1 Except in an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's opinion additional patient care may be warranted and reasonable alternatives do not exist, a MPG employee 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.

## **60. SHIFT LENGTHS**

- 60.1 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 11 of this Agreement.
- 60.2 An MPG employee must not be rostered to work for less than 3 hours per shift.
- 60.3 Proximate Call duty is worked between the hours of 9.00pm and 8.30am, except where the MPG employee has only been rostered for 12 hours duty prior to being placed on Proximate Call. (Refer to clause 62.4).

## **61. OVERTIME**

### **FULL TIME EMPLOYEES**

- 61.1 Payment for hours of rostered duty for MPG employees in excess of 76 hours in any two week cycle will be at the rate of an additional 50% of the Hourly Rate applicable to the MPG employee.
- 61.2 Payment for hours of rostered duty for MPG employees in excess of 110 hours in any two week cycle will be at the rate of an additional 100% of the Hourly Rate applicable to the MPG employee. This penalty is in lieu of the penalty payable in accordance with 61.1.
- 61.3 Payment for hours of rostered duty for MPG employees in excess of 76 hours in any two week cycle that fall on a Sunday will be at the rate of an additional 100% of the Hourly Rate applicable to the MPG employee. This penalty is not payable in addition to the penalty prescribed in 61.1 or 61.2.
- 61.4 The penalties at 61.1, 61.2 and 61.3 are in lieu of other penalties payable in accordance with clauses 65 and 66.

### **PART-TIME EMPLOYEES**

- 61.5 A part-time MPG employee 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 MPG employee for such additional hours.
- 61.6 A part-time MPG employee who works required hours as directed by the employing authority in excess of 110 in any two week cycle will be paid an additional 100% of the Hourly Rate applicable to the MPG employee for such additional hours. This penalty is in lieu of the penalty payable in accordance with 61.5.
- 61.7 A part-time MPG employee who works required hours as directed by the employing authority in excess of their contracted hours per fortnight will be paid an additional 100% of the Hourly Rate applicable to the MPG employee for any additional time which falls on a Sunday. This penalty is not payable in addition to the penalty prescribed in 61.5 and 61.6.
- 61.8 The penalties at 61.5, 61.6 and 61.7 are in lieu of any penalties payable in accordance with 61.1, 61.2, 61.3 and clauses 65 and 66.
- 61.9 For the purposes of sub-clauses 61.5, 61.6 and 61.7 "required hours" means:
  - a) time worked in accordance with the written roster published by the employing authority and applicable to each MPG 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.
- 61.10 The employing authority may, on request from a MPG employee, approve variations to the start and finish times of the roster referred to in 61.9a). In this circumstance, any time worked in excess of contracted hours will be paid at the Hourly Rate applicable to the MPG employee.

### **COMMENCING OR CEASING EMPLOYMENT PART-WAY THROUGH A PAY PERIOD**

- 61.11 A MPG employee who commences or ceases employment part-way through a pay period will be paid an additional 50% of the Hourly Rate applicable to the MPG employee for hours of rostered duty worked in excess of 45 hours in a week in the first or final pay fortnight of that MPG

employee's employment. The provisions of this clause do not override the provisions of clause 61.1.

## **PROTOCOL FOR AUTHORISATION OF NON-ROSTERED OVERTIME**

- 61.12 The employing authority will adhere to the protocol for the authorisation of non-rostered overtime agreed between DH and the Association.
- 61.13 The employing authority will ensure that a copy of the protocol is appropriately displayed and made available to MPG employees on request so as to provide information to MPG employees.

## **62. ON CALL**

### **PROXIMATE CALL**

- 62.1 Proximate Call is time spent by a Medical Practitioner or Senior Registrar (other than hours of duty referred to in clause 57) who is required by the employing authority to be on call and remain within the precincts of their respective health unit site when not actually on duty.
- 62.2 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:
  - 62.2.1 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 site premises to ensure a quick response.
  - 62.2.2 Proximate call must be confined to those situations where infrequent calls are encountered and which require limited hours of recall on a regular basis.
  - 62.2.3 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.
  - 62.2.4 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.
- 62.3 In addition to having regard to the principles outlined in 62.2, the employing authority must seek approval to utilise proximate call from the Association and DH. Such approval will be granted on the condition that:
  - 62.3.1 The employing authority provides to the satisfaction of the parties reasons why alternative rostering arrangements are inappropriate;
  - 62.3.2 A policy must be in place to provide cover for periods of leave;
  - 62.3.3 Provide rosters clearly identifying the frequency of proximate call.
- 62.4 A Medical Practitioner or Senior Registrar –
  - 62.4.1 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.
  - 62.4.2 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 12 midnight.
  - 62.4.3 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.
  - 62.4.4 No Medical Practitioner or Senior Registrar is to be placed on proximate call more frequently than 8 nights during any 28 calendar days.
  - 62.4.5 No Medical Practitioner or Senior Registrar will be required to work proximate call to cover staff shortages.

- 62.5 The provisions of 62.4.4 and 62.4.5 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:
- 62.5.1 A list of appropriately qualified and experienced medical officers available to be called upon in an emergency is maintained;
  - 62.5.2 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.
  - 62.5.3 Records of the measures taken to address emergency situations are kept.
  - 62.5.4 The Chief Executive Officer of a health unit (or delegate) 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.
  - 62.5.5 Consultation with the relevant Medical Practitioner or Senior Registrar and/or their representatives must be undertaken to formulate a rostering arrangement.
  - 62.5.6 The Chief Executive Officer of a health unit (or delegate) must advise the Association and DH 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.
  - 62.5.7 As soon as it becomes apparent that the emergency will continue beyond a week, the Chief Executive Officer of a health unit (or delegate) must:
    - Reconvene the emergency committee
    - Reassess steps 62.5.1 and 62.5.2 in this process
    - Follow the remaining processes.
- 62.6 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.
- 62.7 Unless the Association and DH agree otherwise, the parties will conduct a review of the application of proximate call every twelve months.

### **REMOTE CALL**

- 62.8 All MPG employees, other than a casual employee, must make themselves available to be rostered on remote call.
- 62.9 Remote Call Allowances will increase as detailed in Schedule 3.2.
- 62.10 Remote Call is time spent by a MPG employee, other than a casual employee, who is 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 site.
- 62.11 A MPG employee 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 3.2A of this Agreement.
- 62.12 A MPG employee who is rostered on remote call on a full Saturday, Sunday, Public Holiday or any other day on which such MPG employee would normally be rostered off duty will be paid the allowance as provided for in Scheduled 3.2B of this Agreement.

### **63. RECALL**

- 63.1 A MPG employee (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 67.2 or 67.3 as appropriate) or a Sunday (refer 63.2) and such recall is authorised, in addition to payment made in accordance with clause 62.11 or 62.12, will be paid 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. Pro rata for part of an hour based on 15 minute segments.

- 63.2 A MPG employee (other than a Medical Practitioner or Senior Registrar on 'Proximate Call'), who is recalled to duty on a Sunday and such recall is authorised, in addition to the payment made in accordance with clause 62.11 or 62.12, will be paid for time worked outside of rostered duty at the rate of an additional 100% of the applicable Hourly Rate. Pro rata for part of an hour based on 15 minute segments.
- 63.3 In applying 63.1 and 63.2
- 63.3.1 Where the period of time worked is less than 3 hours, payment will be made for 3 hours; and
- 63.3.2 Where the MPG employee is recalled to duty within 3 hours of a previous recall the MPG 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.
- 63.4 Each recall stands alone for the calculation of recall payments in 63.1 and 63.2 of this Agreement.
- 63.5 '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 MPG employee prior to the completion of the MPG 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 MPG employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 63.6 Commencement of a recall will be deemed to be the time from which the MPG employee commences travelling to the health unit site and ends when the MPG employee returns to their place of residence.

#### **REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL**

- 63.7 All MPG employees who travel to work as a result of receiving a recall to work will:
- 63.7.1 Be reimbursed at the rates specified in the DH 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 provided
- a) No MPG employee will be required to use a private vehicle for work purposes;
- b) Where the MPG employee has notified the employing authority (or delegate) of the distance of the return journey between the MPG employee's usual place of residence and applicable workplace; has elected to be paid on the basis that is the distance mutually deemed as the applicable distance travelled when recalled; and has indicated on their timesheet (or in such other manner as may be required by the employing authority (or delegate)) that they used their private motor vehicle, the MPG employee will be reimbursed on the basis of that deemed distance. This sub-clause has no effect where the MPG employee has not left the premises of the applicable health unit site at the time of being recalled.
- 63.7.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace.
- 63.7.3 Be permitted to use a Government vehicle to travel to and from the workplace.
- 63.7.4 Be reimbursed any parking fees necessarily incurred.

#### **TELEPHONE CALLS AND TELEMEDICINE**

- 63.8 When a MPG employee on Remote Call receives more than three telephone calls which do not result in a recall, the MPG employee will be paid for each additional call for 15 minutes at the rate of an additional 50% of the MPG employee's Hourly Rate.
- 63.9 When a MPG employee on Remote Call undertakes work from home through telemedicine, the MPG employee will be entitled to be paid at the rate of an additional 50% of the MPG

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 a Remote Call, payment will be made for the total time worked at the rate of an additional 50% of the MPG employee's Hourly Rate. Pro rata for part of an hour based on 15 minute segments. This provision will not be subject to a minimum 3 hour payment.

**64. HIGHER QUALIFICATION ALLOWANCE**

64.1 Clause 4.3.1 of the Award is not applicable.

**65. WEEKEND PENALTIES**

- 65.1 A MPG employee will be paid an additional 50% of the MPG employee's Hourly Rate for working rostered hours of duty between midnight Friday and midnight Sunday.
- 65.2 A MPG employee will be paid an additional 75% of the MPG employee's Hourly Rate for working rostered hours of duty in excess of 8 hours on a Sunday. This penalty is in lieu of 65.1.
- 65.3 The penalties applicable in clause 65.1 and 65.2 are in lieu of other penalties payable in accordance with clause 66.

**66. SHIFT PENALTIES**

- 66.1 Payment for hours of rostered duty that 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 61, 65 or 66.2) will be made at the rate of an additional 15% of the Hourly Rate applicable to that MPG employee.
- 66.2 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 61) will be made at the rate of an additional 25% of the Hourly Rate applicable to that MPG employee.

**67. PUBLIC HOLIDAYS**

- 67.1 For the purpose of this clause the following public holidays will be allowed to MPG employees on full pay:
  - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour 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
- 67.2 Where a MPG employee other than one 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 MPG employee's Hourly Rate for all time worked. This penalty is in lieu of the penalties prescribed in clauses 61, 65 and 66.
- 67.3 Where a public holiday falls between Monday and Friday inclusive and a MPG employee, other than a casual employee, does not work on any such day because it is a rostered day off, the MPG employee will be entitled to have one day added to annual leave for each public holiday so occurring.

**68. ANNUAL LEAVE**

- 68.1 A MPG employee, other than a casual employee, will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
  - 68.1.1 If regularly rostered for duty over 7 days of the week or if a MPG employee is not regularly rostered over 7 days of the week but is regularly required by the employing authority to be on duty or on call on 7 days of the week (including Sundays and public holidays), at a rate of 2 11/12 calendar days on full pay for each completed month of service per service year (equivalent to 35 calendar days per service year).
  - 68.1.2 If not so rostered or required to be on duty or on call in accordance with 68.1.1, at a rate of 2 1/3 calendar days on full pay for each completed month of service per service year (equivalent to 28 calendar days per service year).
- 68.2 The employing authority can approve leave in anticipation of annual leave accruing for MPG employees where the nature of the appointment makes it impractical to do otherwise. Where

annual leave is so granted and before the entitlement to that leave accrues to the MPG 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 MPG employee in respect of that leave must be repaid to the employing authority.

- 68.3 Annual leave for a MPG employee will be granted by the employing authority and must be taken by the MPG employee before a further full year's entitlement to annual leave accrues. However, where the employing authority and the MPG employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 68.4 If a period of annual leave for a MPG employee is deferred in accordance with 68.3 then:
- 68.4.1 The MPG employee may, during the first 6 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 6 month period commencing from the date of application; and
- 68.4.2 Where the MPG employee does not make such application, the employing authority must grant and direct the MPG employee to take such deferred leave during that service year.
- 68.5 Where the employing authority and the MPG 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 7 calendar days.
- 68.6 Where a MPG employee is terminated, the MPG employee is to be paid the appropriate pro rata entitlement for annual leave except that where the MPG 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.
- 68.7 Subject to 68.7.2, the rate of salary a MPG employee is entitled to receive whilst on annual leave will be that which such MPG employee would have received if during the period of leave the MPG employee had worked the average weekly number of hours worked by that MPG employee during the 12 months immediately prior to the date upon which the MPG employee proceeds on annual leave. However, where the MPG employee has not served for 12 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 MPG employee had worked the average weekly number of hours worked by the MPG employee during this period of service.
- 68.7.1 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 preceding twelve months. In relation to proximate call, all time whilst on such call (including any duty performed) is to be included in the calculation.
- 68.7.2 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.
- 68.7.3 Where the provisions of this sub-clause are more beneficial to a MPG employee than the provisions of 68.7.1, such MPG employee will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5% of the classification's Agreement salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 68.8 The annual leave loading payable to a part-time MPG employee shall bear the same proportion of a full time MPG employee's loading entitlement as the hours of duty worked by the part-time MPG employee bear to the hours of duty of a corresponding full time MPG employee.
- 68.9 Where a Senior Medical Practitioner is in receipt of a Managerial Allowance as provided for in 9 of this Agreement such allowance will continue to be paid during periods of annual leave.
- 68.10 All other provisions relating to annual leave are contained in the DH Human Resources Manual.

**69. MEAL BREAKS**

- 69.1 Except in the circumstances described in 69.2, a MPG employee must not be required to work more than 6 hours without a meal break of half an hour.
- 69.2 The provisions of 69.1 do not apply in the case of emergencies or where the requirement to facilitate continuity of patient care results in the need for the MPG employee to continue active duty.
- 69.3 Except in the circumstances described in 69.4, where a MPG employee works in excess of 6 hours without a meal break, that MPG 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 clause is 50% of the Hourly Rate applicable to the MPG employee. Where a MPG employee performs work contemplated by clauses 61, 65 and 66 of this Agreement, this additional penalty is payable in addition to any other penalties that might be payable.
- 69.4 The provisions of 69.3 do not apply where an MPG employee has not been expressly instructed by that MPG employee's superior to continue working in excess of the 6th hour span.
- 69.5 Where an MPG employee 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**

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

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

\*Refer clauses 57.1 and 57.6.

**71. PROFESSIONAL DEVELOPMENT**

**71.1 MPG Employees in Accredited Training Programs**

- 71.1.1 Subject to this clause 71.1, a MPG employee, other than a casual, who is in an accredited College training program, is entitled to:
  - a) Examination leave available under clause 6.5 of the Award, which may also be used for the purposes of meeting other study or education commitments arising from an accredited training programme including attendance at conferences, seminars, courses and programmes, as required by the appropriate College.
  - b) Up to 5 days of paid leave per annum for other professional development, which may be accumulated to a total of 10 days in any two year period.
  - c) Operative from the first full pay period on or after 14 April 2008, reimbursement of up to \$7,000 per annum (inclusive of any applicable FBT), which can be accumulated up to an amount of \$14,000 in any two year period, towards the cost incurred by the MPG employee in obtaining a specialist qualification (including examination fees or costs associated with undertaking an examination); costs directly related to the relevant College training; or other professional development, provided that such MPG employee employed for less than 0.5 full time equivalent will be entitled to reimbursement of up to \$5,000 per annum (inclusive of any applicable FBT), which can be accumulated up to \$10,000 in any two year period.
- 71.1.2 In this clause 71.1 "professional development" means professional development as approved by the MPG employee's direct line manager who will have regard to the MPG employee's performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval.

71.1.3 Where a MPG employee has been reimbursed pursuant to this clause 71.1.1c) and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

## 71.2 MPG Employees Not In Accredited Training Programs

71.2.1 Subject to this clause 71.2, a MPG employee who is not in an accredited training program will be entitled to:

- a) Up to one week of paid leave every year for professional development, which can be accumulated to a total of 2 weeks in any two year period.
- b) Operative from the first full pay period on or after 14 April 2008, reimbursement of up to \$3,000 per annum (inclusive of any applicable FBT) for professional development, which can be accumulated up to an amount of \$6,000 in any two year period, provided that such MPG employed for less than 0.5 full time equivalent will be entitled to reimbursement of up to \$1,500 per annum (inclusive of any applicable FBT), which can be accumulated up to \$3,000 in any two year period.

71.2.2 In this clause 71.2, "professional development" means professional development as approved by the MPG employee's direct line manager who will have regard to the MPG employee's performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval. It includes professional development provided through:

- Recognised Medical Colleges
- The South Australian Post graduate Medical Education Association
- Through or approved by the Postgraduate Medical Council of South Australia
- Courses offered through Tertiary institutions
- Other activities as approved by the employing authority following individual application.

71.2.3 Applications for approval must be made by an individual MPG 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.

71.2.4 Where a MPG employee has been reimbursed pursuant to this clause 71.2.1b) and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

## 72. TRAINING

72.1 The parties are committed to encouraging and promoting ongoing training of MPG employees.

72.2 It is recognised that part of the average of 38 hours per week for MPG employees is specifically designed to allow such MPG 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 MPG employees.

## 73. EMPLOYMENT ARRANGEMENTS FOR MPG EMPLOYEES IN ACCREDITED TRAINING PROGRAMS

73.1 DH will develop policy options about the engagement of MPG employees in accredited training programs.

**SIGNATORIES**

.....  
Chief Executive, Department of Health

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Witness

.....  
Executive Director, Public Sector  
Workforce Division as delegate of the  
Chief Executive, Department of the  
Premier and Cabinet

-----  
Witness

.....  
President, South Australian Salaried  
Medical Officers Association

-----  
Witness

**SCHEDULE 1: SALARIES (FOR EMPLOYEES WITH ACCESS TO THE GENERAL PUBLIC SECTOR SALARY SACRIFICE SCHEME)**

**1.1 CONSULTANTS**

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Consultant	1	\$122,475	\$153,000	\$158,355	\$163,897
	2	\$127,311	\$159,000	\$164,565	\$170,325
	3	\$132,155	\$165,000	\$170,775	\$176,752
	4	\$139,414	\$174,000	\$180,090	\$186,393
Senior Consultant	5	\$144,262	\$180,000	\$186,300	\$192,821
	6	\$149,099	\$186,000	\$192,510	\$199,248
	7	\$152,854	\$190,800	\$197,478	\$204,390
	8	\$156,364	\$195,600	\$202,446	\$209,532
	9	\$161,155	\$201,600	\$208,656	\$215,959

## 1.2 MEDICAL ADMINISTRATION

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$108,216	\$112,500	\$116,438	\$120,513
	2	\$113,063	\$117,500	\$121,613	\$125,869
	3	\$117,915	\$122,500	\$126,788	\$131,225
	4	\$122,778	\$127,500	\$131,963	\$136,581
	5	\$127,625	\$133,000	\$137,655	\$142,473
	6	\$132,482	\$138,000	\$142,830	\$147,829
Medical Administration (with appropriate higher qualifications)	3	\$121,153	\$126,000	\$130,410	\$134,974
	4	\$126,149	\$131,000	\$135,585	\$140,330
	5	\$131,130	\$136,000	\$140,760	\$145,687
	6	\$136,119	\$141,000	\$145,935	\$151,043
	7	\$143,596	\$149,000	\$154,215	\$159,613
	8	\$148,590	\$154,000	\$159,390	\$164,969
	9	\$153,572	\$159,000	\$164,565	\$170,325
	10	\$157,440	\$164,000	\$169,740	\$175,681
Medical Administrator		\$161,054	\$167,500	\$173,363	\$179,430
Senior Medical Administrator		\$171,037	\$178,000	\$184,230	\$190,678
Deputy Director, IMVS		\$174,989	\$182,000	\$188,370	\$194,963
Director, IMVS		\$188,279	\$196,000	\$202,860	\$209,960

### 1.3 CASUAL MEDICAL STAFF

Level	Current		first full pay period to commence on or after 14 April 2008		first full pay period to commence on or after 14 April 2009		first full pay period to commence on or after 14 April 2010	
	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$	\$	\$	\$	\$
Casual Medical Employee	\$82.50	\$34.30	\$85.40	\$35.50	\$88.40	\$36.75	\$91.45	\$38.05
Casual Consultant	\$109.25	\$45.70	\$113.05	\$47.30	\$117.05	\$48.95	\$121.15	\$50.65
Casual Senior Consultant	\$137.50	\$57.00	\$142.30	\$59.00	\$147.30	\$61.05	\$152.45	\$63.20

**1.4 MEDICAL OFFICERS (AS DEFINED)**

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$85,191	\$88,500	\$91,598	\$94,803
	2	\$89,058	\$92,500	\$95,738	\$99,088
	3	\$92,945	\$96,500	\$99,878	\$103,373
	4	\$96,818	\$100,500	\$104,018	\$107,658
	5	\$100,697	\$105,000	\$108,675	\$112,479
	6	\$105,600	\$110,000	\$113,850	\$117,835
	7	\$109,704	\$114,000	\$117,990	\$122,120
	8	\$115,357	\$120,000	\$124,200	\$128,547
	9	\$124,855	\$130,000	\$134,550	\$139,259

## 1.5 MEDICAL PRACTITIONER GROUP

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Intern	1	\$52,779	\$55,000	\$56,925	\$58,917
Medical Practitioner	2	\$57,176	\$60,000	\$62,100	\$64,274
	3	\$61,582	\$65,000	\$67,275	\$69,630
	4	\$68,964	\$75,500	\$78,143	\$80,877
	5	\$78,771	\$82,000	\$84,870	\$87,840
	6	\$83,488	\$87,000	\$90,045	\$93,197
	7	\$88,209	\$92,000	\$95,220	\$98,553
	8	\$91,575	\$97,000	\$100,395	\$103,909
	Senior Registrar	1	\$94,515	\$100,000	\$103,500
2		\$98,835	\$104,000	\$107,640	\$111,407
Senior Medical Practitioner	1	\$110,812	\$115,000	\$119,025	\$123,191
	2	\$116,522	\$121,000	\$125,235	\$129,618
	3	\$126,116	\$130,500	\$135,068	\$139,795
	4		\$138,000	\$142,830	\$147,829

**SCHEDULE 2: SALARIES (FOR EMPLOYEES WITH ACCESS TO THE MEDICAL OFFICER SPECIFIC SALARY SACRIFICE SCHEME)**

**2.1 CONSULTANTS**

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Consultant	1	\$102,641	\$128,223	\$132,710	\$137,355
	2	\$106,693	\$133,250	\$137,914	\$142,741
	3	\$110,753	\$138,279	\$143,119	\$148,128
	4	\$116,837	\$145,822	\$150,926	\$156,208
Senior Consultant	5	\$120,899	\$150,849	\$156,129	\$161,594
	6	\$124,954	\$155,879	\$161,335	\$166,982
	7	\$128,100	\$159,901	\$165,497	\$171,290
	8	\$131,042	\$163,924	\$169,661	\$175,600
	9	\$135,057	\$168,952	\$174,866	\$180,986

## 2.2 MEDICAL ADMINISTRATION

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$93,181	\$96,870	\$100,260	\$103,769
	2	\$97,355	\$101,176	\$104,717	\$108,382
	3	\$101,533	\$105,481	\$109,173	\$112,994
	4	\$105,720	\$109,786	\$113,628	\$117,605
	5	\$109,894	\$114,522	\$118,531	\$122,679
	6	\$114,076	\$118,827	\$122,986	\$127,291
Medical Administration (with appropriate higher qualifications)	3	\$101,533	\$105,595	\$109,291	\$113,116
	4	\$105,720	\$109,785	\$113,628	\$117,605
	5	\$109,894	\$113,975	\$117,964	\$122,093
	6	\$114,076	\$118,167	\$122,302	\$126,583
	7	\$120,342	\$124,871	\$129,241	\$133,765
	8	\$124,526	\$129,060	\$133,577	\$138,252
	9	\$128,702	\$133,251	\$137,915	\$142,742
	10	\$131,943	\$137,441	\$142,251	\$147,230
Medical Administrator		\$134,973	\$140,375	\$145,288	\$150,373
Senior Medical Administrator		\$143,339	\$149,174	\$154,396	\$159,799
Deputy Director, IMVS		\$146,651	\$152,527	\$157,865	\$163,390
Director, IMVS		\$157,788	\$164,259	\$170,008	\$175,958

## 2.3 CASUAL MEDICAL STAFF

Level	Current		first full pay period to commence on or after 14 April 2008		first full pay period to commence on or after 14 April 2009		first full pay period to commence on or after 14 April 2010	
	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$	\$	\$	\$	\$
Casual Medical Employee	\$71.05	\$29.60	\$73.55	\$30.65	\$76.10	\$31.70	\$78.75	\$32.80
Casual Consultant	\$91.55	\$38.30	\$94.75	\$39.65	\$98.05	\$41.05	\$101.50	\$42.45
Casual Senior Consultant	\$115.25	\$47.75	\$119.30	\$49.40	\$123.45	\$51.15	\$127.80	\$52.95

## 2.4 MEDICAL OFFICERS (AS DEFINED)

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$73,354	\$76,203	\$78,870	\$81,631
	2	\$76,685	\$79,649	\$82,437	\$85,322
	3	\$80,031	\$83,092	\$86,000	\$89,010
	4	\$83,367	\$86,537	\$89,566	\$92,701
	5	\$86,707	\$90,412	\$93,577	\$96,852
	6	\$90,929	\$94,718	\$98,033	\$101,464
	7	\$94,462	\$98,161	\$101,597	\$105,153
	8	\$99,329	\$103,327	\$106,943	\$110,686
	9	\$107,508	\$111,938	\$115,856	\$119,911

## 2.5 MEDICAL PRACTITIONER GROUP

Level	Step	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
		\$ per annum	\$ per annum	\$ per annum	\$ per annum
Intern	1	\$49,037	\$51,101	\$52,889	\$54,740
Medical Practitioner	2	\$53,121	\$55,745	\$57,696	\$59,715
	3	\$57,215	\$60,391	\$62,504	\$64,692
	4	\$64,073	\$70,145	\$72,601	\$75,142
	5	\$68,167	\$70,961	\$73,445	\$76,016
	6	\$72,249	\$75,288	\$77,923	\$80,651
	7	\$76,335	\$79,616	\$82,402	\$85,286
	8	\$79,247	\$83,942	\$86,880	\$89,920
Senior Registrar	1	\$81,384	\$86,107	\$89,121	\$92,240
	2	\$85,104	\$89,551	\$92,686	\$95,930
Senior Medical Practitioner	1	\$95,416	\$99,022	\$102,488	\$106,075
	2	\$100,332	\$104,188	\$107,834	\$111,609
	3	\$108,594	\$112,369	\$116,302	\$120,372
	4		\$118,655	\$122,808	\$127,106

**SCHEDULE 3: ALLOWANCES**

**3.1 MANAGERIAL ALLOWANCES**

	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit or Sub-Unit of a Large Unit	\$5,625	\$6,500	\$6,728	\$6,963
Large Unit	\$13,186	\$15,250	\$15,784	\$16,336
Divisional/Clinical Director	\$23,188	\$27,000	\$27,945	\$28,923

**3.2A REMOTE CALL ALLOWANCES**

	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
	\$ per period	\$ per period	\$ per period	\$ per period
Night, part of Saturday, Sunday, Public Holiday, part of any other day normally rostered off duty	\$31.45	\$32.55	\$33.70	\$34.85

**3.2B REMOTE CALL ALLOWANCES**

	Current	first full pay period to commence on or after 14 April 2008	first full pay period to commence on or after 14 April 2009	first full pay period to commence on or after 14 April 2010
	\$ per period	\$ per period	\$ per period	\$ per period
Full Saturday, Sunday, Public Holiday, any other day normally rostered off duty	\$49.90	\$51.65	\$53.45	\$55.35

**SCHEDULE 4: RECALL & IMMEDIATE RECALL: ADDITIONAL PAYMENTS FOR CONSULTANTS**

**RECALL**

	Consultant step 1 to 4 <b>\$ per hour (pro rata for part)</b>	Senior Consultant step 5 to 9 <b>\$ per hour (pro rata for part)</b>
Schedule 4.1: Any day other than a Sunday or Public Holiday (first three hours), telephone calls & telemedicine.	\$15.00	\$25.00
Schedule 4.2: Any day other than a Sunday or Public Holiday (after first three hours) & Sunday.	\$20.00	\$35.00
Schedule 4.3: Public Holiday.	\$25.00	\$45.00

**IMMEDIATE RECALL**

	Consultant step 1 to 4 <b>\$ per hour (pro rata for part)</b>	Senior Consultant step 5 to 9 <b>\$ per hour (pro rata for part)</b>
Schedule 4.4: Any day other than a Sunday or Public Holiday 8am to midnight (first three hours).	\$30.00	\$50.00
Schedule 4.5: Any day other than a Sunday or Public Holiday 8am to midnight (after first three hours) & Sunday	\$40.00	\$70.00
Schedule 4.6: Public Holiday	\$50.00	\$90.00

	Consultant step 1 to 4 <b>\$ per hour (pro rata for part)</b>	Senior Consultant step 5 to 9 <b>\$ per hour (pro rata for part)</b>
Schedule 4.4a: Any day other than a Sunday or Public Holiday midnight to 8am (first three hours).	\$90.00	\$120.00
Schedule 4.5a: Any day other than a Sunday or Public Holiday midnight to 8am (after first three hours).	\$100.00	\$140.00
Schedule 4.5b: Sunday midnight to 8am (after the first three hours).	\$90.00	\$120.00

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## **ATTACHMENT PPA: SUMMARY OF MAIN ELEMENTS OF THE DEPARTMENT OF HEALTH SALARIED MEDICAL OFFICERS PRIVATE PRACTICE ARRANGEMENTS (PPA 2008)**

Note: Refer to clause 35 of this Agreement. The information in this attachment is derived from the Department of Health Salaried Medical Officers Private Practice Agreement 2008.

### **GENERAL**

- 1.1 The Chief Executive, Department of Health and the South Australian Salaried Medical Officers Association have agreed to the terms of the Department of Health Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) to operate for a minimum period of 3 years. The PPA 2008 provides the details of private practice schemes available to Specialists employed in the South Australian public health sector and includes the terms and conditions that will apply, including the implementation of the Agreement; taxation compliance and reporting obligations; indemnity; medical records; billing and related matters;; and groups.

### **PRIVATE PRACTICE AGREEMENT SCHEMES**

- 1.2 The PPA 2008 provides for the following private practice schemes:
- Scheme One: Capped Private Practice or Status Quo; or
  - Scheme Two: Option A or Option B Pay-over Model or Option B Non Pay-over Model.
- 1.3 There is a transition period, during which Scheme One – Capped Private Practice will be deemed to apply to a Specialist with a Private Practice Agreement in place unless they make an election in accordance with the PPA 2008 for a Status Quo option or for a Scheme Two option.
- 1.4 There are particular arrangements that apply to Specialists working in SA Pathology.

### **SCHEME ONE**

#### Capped Private Practice

- 1.5 Specialists in receipt of a loading in accordance with clause 26 of the Department of Health Salaried Medical Officers Enterprise Agreement 2008 (SMOEA) will have a Capped Private Practice ceiling in accordance with clause 26 of the SMOEA.
- 1.6 There are particular arrangements that apply to SA Pathology

#### Status Quo

- 1.7 A Specialist with a Private Practice Agreement as at the date of commencement of the PPA 2008 may elect to maintain Status Quo.
- 1.8 “Status Quo” means the continuation of all arrangements relating to private practice applicable to a Specialist or Group that can be demonstrated to have been in place immediately prior to 14 April 2008.

### **SCHEME TWO**

#### Option A – Private Practice Allowance

- 1.9 Specialists electing Option A will pay over all private practice earnings to the employer and will be paid a Private Practice Allowance as follows;
- Specialists working at Lyell McEwin Hospital, Modbury Hospital, Noarlunga Health Service, or in community services associated with those Health Services or combination thereof, or employed within Country Health SA Inc, will be paid a Private Practice Allowance of 45% of Base Salary.
  - All other Specialists electing Option A will be paid a Private Practice Allowance equivalent to 30% of Base Salary.
- 1.10 Where a Specialist works in more than one location where different percentages apply, the allowance will be paid pro rata to the time worked at those sites.

Option B – Private Practice Ceiling in Excess of 65%

*Private Practice Receipts*

1.11 Under the terms of Option B, private practice receipts will be retained and distributed according to the following table:

	<b>PP receipts up to 65% of Base Salary</b>	<b>PP receipts 65% to 100% of Base Salary</b>	<b>PP receipts over 100% of Base Salary</b>
Admin & Indemnity	9%	9%	9%
<b>Split of PP receipts less 9%</b>			
Specialist	100%	33.33%	15%
Special Purpose fund	0%	30% of 66.67% = 20%	0%
Equipment Fund	0%	50% of 66.67% = 33.34%	50% of 85% = 42.50%
Dept of Health	0%	20% of 66.67% = 13.33%	50% of 85% = 42.50%

Payment of receipts to the Specialist

*Option B Pay-over Model*

1.12 Specialists in Option B may elect to utilise the Pay-over Model which will operate as follows:

- Specialists, whether single operators or in Groups, will formally pay over all Private Practice billings (including bulk-billed income) to the employer and the employer will, on a monthly basis, pay all Specialists electing this model their Private Practice earnings through payroll (withholding PAYG tax) in accordance with the PPA 2008.

*Option B Non Pay-over Model*

1.13 Specialists in Option B may elect to utilise the Non Pay-over Model and receive gross private practice earnings in accordance with the PPA 2008.

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