

DEPARTMENT OF HEALTH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2005

File No. 6362 of 2005

**This Agreement shall come into force on
and from 28 September 2005 and have a
life extending until 13th April 2008.**

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



DATED 28 SEPTEMBER 2005.

COMMISSION MEMBER



**Department of Health
Salaried Medical Officers
Enterprise Agreement 2005**



**Government
of South Australia**

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PART A: PRELIMINARY

TITLE

- 1.1 This Agreement shall be titled the Department of Health Salaried Medical Officers Enterprise Agreement 2005.

PARTIES BOUND

- 1.2 This Agreement is made in pursuance of Chapter 3, Part 2 of the Fair Work Act 2004 this.....day of 2005. Subject to Clause 2.2, this Agreement is binding upon:
- 1.2.1 The Chief Executive, Department for Administrative and Information Services, through the Chief Executive, Department of Health in relation to persons employed within the Department, under the Public Sector Management Act.
 - 1.2.2 All hospitals and health centres incorporated under the South Australian Health Commission Act 1976.
 - 1.2.3 The Institute of Medical and Veterinary Science (IMVS).
 - 1.2.4 Employees covered by the South Australian Medical Officers Award, as detailed in Schedule 1 and 2 whether members of an association or not, and
 - 1.2.5 The South Australian Salaried Medical Officers' Association.
- 1.3 This Agreement shall **NOT** be binding on:
- 1.3.1 Those persons employed pursuant to the Department of Health Visiting Medical Specialists Agreement.
 - 1.3.2 The University of Adelaide and employees thereof in respect of employment by the University as Clinical Academics.
 - 1.3.3 The Flinders University of South Australia and employees thereof in respect of employment by the University as Clinical Academics.
- 1.4 For the purpose of this Agreement the Enterprise is defined as the Department of Health, the Institute of Medical and Veterinary Science, all hospitals and health centres incorporated under the South Australian Health Commission Act 1976 and the employees bound by this Agreement.

DURATION

- 1.5 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 lasting until the 13 April 2008.

RENEGOTIATION

- 1.6 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.

RELATIONSHIP TO PARENT AWARD

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

DEFINITIONS

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

“Act”	Means the Fair Work Act 1994;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“Association”	Means the South Australian Salaried Medical Officers’ Association;
“Award”	Means the South Australian Medical Officers Award;
“Commission”	Means the Industrial Relations Commission of South Australia;
“Consultant”	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 Enterprise Agreement;
“GPSSSS”	Means General Public Sector Salary Sacrifice Scheme;
“health unit site”	Means either a hospital or health centre as defined in the South Australian Health Commission Act or the IMVS or where a hospital or health centre has more than one campus/site a discrete campus/site of a hospital or health centre or the IMVS;
“IMVS”	Means the Institute of Medical and Veterinary Science
“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
“SSA”	Means a Salary Sacrifice Agreement;
“this Agreement”	Means the Department of Health Salaried Medical Officers Enterprise Agreement 2005;
“VFWA”	Means a voluntary flexible working arrangement.

PART B: PROVISIONS APPLYING TO ALL EMPLOYEES

SALARY

1.9 The salaries payable to employees are detailed in Schedule 1 and 2 as applicable. These salaries provide for the following increases:

- 3.5% for all classifications from the first full pay period to commence on or after 14 April 2005;
- For Consultants, salaries will increase in accordance with Schedule 1 and 2 from the beginning of the first full pay period to commence on or after the date of approval;

- 3.0% for all employees other than Consultants and MPG employees from the first full pay period to commence on or after the date of approval;
- 2.0% for MPG classifications from the first full pay period to commence on or after 1 December 2005
- 3.5% for all classifications from the first full pay period to commence on or after 14 April 2006;
- 2.0% for MPG classifications from the first full pay period to commence on or after 1 December 2006
- 3.5% for all classifications from the first full pay period to commence on or after 14 April 2007.

1.10 The classification of Principal Consultant ceases and those employees previously classified as Principal Consultants will translate to Senior Consultant Level 9 from the date of approval of this Agreement.

SALARY SACRIFICE ARRANGEMENTS

1.11 For the purposes of 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 this date may only be included as salary for the purposes of salary sacrifice by agreement between the Association and DH.

GENERAL PUBLIC SECTOR SALARY SACRIFICE SCHEME (GPSSSS)

1.12 Employees commencing employment on or after the date of approval of this Agreement will have access only to GPSSSS from their date of commencement.

1.13 A feature of GPSSSS is that employees are liable for any applicable fringe benefits tax.

1.14 This Clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the employing authority and the employee which enables salary sacrifice arrangements to be put in place.

1.14.1 Subject to this Clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of the Agreement.

1.14.2 Any entitlement to payment of overtime, leave loading, shift allowance and weekend penalties will be based on the salary that would have been payable had the employee not entered into a SSA.

1.14.3 Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employing authority party to this Agreement in the event the employee immediately becomes employed by that employing authority), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

1.15 Employees, other than those who remain in MOSSSS, will receive the applicable salary detailed in Schedule 1.

MEDICAL OFFICER SPECIFIC SALARY SACRIFICE SCHEME (MOSSSS)

1.16 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.

1.17 For employees who are in the MOSSSS, the following conditions apply:

1.17.1 This Clause applies for the period an employee enters into a SSA. SSA is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.

1.17.2 An employee may elect to sacrifice not more than 30% of his/her salary.

1.17.3 Where an employee:

- (a) enters into a SSA with an employing authority recognised as a Public Benevolent Institution by the Australian Taxation Office, that employing authority will meet any fringe benefits tax for which the employing authority is liable pursuant to relevant taxation legislation and rulings, arising from, or in respect of, that SSA; or
- (b) enters into a SSA with an employing authority not recognised as a Public Benevolent Institution by the Australian Taxation Office, the employee will indemnify the employing authority against any taxation liability whatsoever arising from, or in respect of, that SSA.

1.17.4 Notwithstanding any other provision or Schedule of this Agreement, where an employee has entered into a SSA the salary payable to that employee, or applicable to his/her position, will be the balance of monies payable under the SSA.

1.17.5 For the purposes of Clause 1.17:

- (a) "relevant legislation and rulings" means any legislation and includes, but is not limited to the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 and the Fringe Benefits Tax Assessment Act 1986 and Taxation Rulings;
- (b) "taxation liability" means any liability of any description that may be pursuant to a Tax Act however so described.

1.18 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.

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

1.20 An employee may elect to transfer from MOSSSS to GPSSSS within three (3) months following approval of this Agreement.

1.21 An employee may also elect to transfer from MOSSSS to GPSSSS effective on 1 April 2006, 1 April 2007 and 1 April 2008. Employees electing to do so must give sufficient notice to the employing authority prior to the relevant date.

MANAGERIAL ALLOWANCES

1.22 Clause 4.3.2 of the Award will apply to Consultants and Senior Medical Practitioners, as applicable. However, Clause 4.3.2.4 of the Award will not apply to Senior Medical Practitioners.

1.23 Managerial Allowances described in the Award at Clause 4.3.2 will increase as detailed in Schedule 3.

1.24 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.

RELOCATION EXPENSES

1.25 Employing authorities will reimburse relocation expenses to employees in accordance with Part 8-7 of the DH Human Resources Manual as varied from time to time.

WORKPLACE FLEXIBILITY

- 1.26 The parties agree that an employing authority, a health unit site or a unit within a health unit site (“the employer”) may negotiate and reach agreement at a workplace level with employees within that workplace on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees’ family and other non-work responsibilities).
- 1.27 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).
- 1.27.1 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.
- 1.27.2 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 Proposal has policy implications across the employing authority or health system.
- Where such policy implications arise, affected employee/s or the employer will refer the WFP to the DH.
- 1.27.3 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.
- 1.27.4 The WFA will apply as if incorporated as a Schedule to this Enterprise Agreement.
- 1.27.5 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.
- 1.28 Nothing in this Clause will allow shift lengths greater than 14 hours duration to be agreed for MPG employees.

VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS

- 1.29 The parties acknowledge the mutual benefit to the employing authority and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
- 1.30 The Chief Executive Officer (or delegate) will consider an employee’s request to participate in a VFWA having regard to both the operational needs of the health unit or particular workplace, and the employee’s circumstances.
- 1.31 This Clause applies for the period an employee participates in a VFWA.
- 1.31.1 Subject to this Clause, the salary payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to

take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.

1.31.2 Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.

1.31.3 Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another health unit in the event the employee immediately becomes employed by that health unit), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

FAMILY CARERS LEAVE

1.32 The parties agree that subject to the following conditions, employees may access up to 5 days of their normal sick leave entitlements in any one year to provide support for a member of the family, provided that:

1.32.1 the employee produces satisfactory evidence of illness if requested;

1.32.2 the employee must have responsibility for the care of the family member concerned;

1.32.3 the family member, as defined in the Fair Work Act 1994, being either a spouse; child; parent; any other member of the person's household; or any other person who is dependent on the person's care.

1.33 Family Carers Leave is not intended to replace existing provisions for special leave.

PAID MATERNITY / ADOPTION LEAVE

1.34 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 12 weeks paid maternity leave.

1.35 An employee, other than a casual employee, who has completed 12 months continuous service before taking custody of an adopted child is entitled to 12 weeks paid adoption leave.

1.36 The following conditions apply to an employee applying for leave under this Clause.

1.36.1 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.

1.36.2 An employee will be entitled to 12 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.

1.37 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:

1.37.1 To take the paid leave in 2 periods of 6 weeks during the first 12 months of the commencement of their paid leave; or

1.37.2 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 24 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

1.37.3 A combination of 14.4.1 and 14.4.2.

- 1.38 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).
- 1.39 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

- 1.40 An 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.
- 1.40.1 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 Chief Executive Officer 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 Chief Executive Officer, 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

- 1.41 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.
- 1.41.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 1.41.2 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.
- 1.41.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 1.41.4 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.
- 1.41.5 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.
- 1.41.6 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 does not include recall.

IMPROVEMENT THROUGH CONSULTATION

1.42 COMMITMENT TO PRINCIPLES & VALUES

1.42.1 The parties express their general support and commitment to the following Principles and Values:

1.42.2 The principles include:

- Improving the quality and safety of services;
- Greater opportunities for inclusion and community participation;
- Strengthening and reorienting services towards prevention and primary health care;
- Developing service integration and coordination;
- Whole of government approaches to advance and improve health status;
- Sustainability in delivery through ensuring efficiency and evaluation.

1.42.3 The values include:

- An understanding of health and well-being, which includes a social health perspective;
- Equity of access to health services;
- Equality of health outcomes;
- A commitment to consultation in developing an understanding of issues and strategies for their resolution;
- Participation by communities and individuals in the consultative process;
- Transparency and accountability – in the processes of government;
- Honesty – as to what the system can reasonably provide;
- Dignity and autonomy of health service users – respectful communication and service provision;
- Leadership – quality leadership that recognises and enhances the skills of staff.

1.42.4 Service Improvement: The parties are committed to the achievement of an improved health service through the identification and implementation of measures directed towards improving productivity, efficiency, standards of care and effective workforce management:

- (a) As determined in the settlement of this Agreement
- (b) As agreed between the parties arising from the application of Clause 16.2
- (c) As arising from general public sector workforce restructuring initiatives as they apply to DH and are implemented consistent with Clause 16.2.

1.43 CONSULTATION

1.43.1 The parties commit to the following consultative principles.

1.43.2 Consultation involves the sharing of information and the exchange of views between employing authorities and employees and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.

1.43.3 Employing authorities consult in good faith, not simply advise what will be done.

1.43.4 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

1.43.5 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.

1.43.6 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.

1.44 WORKING PARTIES

1.44.1 The parties to this Agreement, commit to a process of problem identification and amelioration with regards to medical workforce issues.

1.44.2 Working Parties will be established comprising nominees of the employer and the Association to deal with issues in the following general areas;

- Attraction and Retention of medical staff
- Quality and safety of staff and clients
- Family friendly
- Maintaining the medical profession
- Medical workforce structure

1.44.3 The Working Parties will each determine their modus operandi but will report in accordance with the time-frames set out in Schedule 4. It is intended that the Working Parties will seek to reach consensus and where matters are agreed make a joint recommendation for implementation of remedial measures by the timeline indicated.

1.44.4 Working Parties may meet throughout the life of the Agreement past the timeframe set out in Schedule 4, but shall provide a written report by the specified date indicating the matters that have been tabled for discussion by either party and which matters are agreed, which matters are not agreed and identifying the areas of disagreement.

1.44.5 Where a Working Party is unable to reach agreement by the timeline specified, the matter may be referred by either the employer or the Association, to the Commission for conciliation.

1.44.6 The issues to be referred to the respective working parties and any agreed parameters within which such issues may be examined are set out in Schedule 4 to this Agreement.

1.45 IMPLEMENTATION OF OUTCOMES

1.45.1 The parties agree to examine the issues referred to the respective Working Parties in a positive and cooperative manner and in accordance with timelines indicated in Schedule 4.

1.45.2 Where the date specified in Schedule 4 is the 30th September 2007, it is envisaged that the final report of the relevant working party will be available to the parties to this Agreement for their consideration during the negotiation of the subsequent Enterprise Agreement. This does not preclude the working party from making recommendations for implementation prior to the date specified.

1.45.3 Where the date specified in Schedule 4 is earlier than September 2007, the recommendations of the Working Party may be implemented in the life of this Agreement in the following circumstances:

- (a) Where advanced funding for the implementation of outcomes has been provided;
- (b) Where the report and recommendations of the working party are referred to other existing committees or sections dealing with the particular issue, and that committee or section implements some or all of the recommendations.
- (c) Where implementation is required in accordance with the employer's occupational health, safety and welfare obligations; and
- (d) Where agreed by the employer. In this regard the employer will table the report and recommendations of the working party to the appropriate government officer(s), however, the Association accepts that the report and recommendations of the Working Party will not be the basis of further claims or industrial action during the life of the Agreement.

OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- 1.46 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employing authority and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 1.47 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Supporting and engendering a safety culture within health units;
 - Promoting the importance of safe systems of work and the adoption of safe work practices;
 - Achieving continuous improvement, and best practice, in occupational health and safety and injury management performance;
 - Introduction and maintenance of monitoring and reporting systems;
 - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance;
 - Identifying risks and reasonable measures to eliminate or minimise those risks;
 - Participating in pro-active prevention strategies;
 - Achieving improved outcomes from preventable, rehabilitation and return to work strategies.
- 1.48 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.

REIMBURSEMENT OF REASONABLE TRAVEL COSTS

- 1.49 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:
- 1.49.1 Immediate access to a separate fully partitioned bedroom reasonably furnished including clean linen with adequate space for clothing;
- 1.49.2 Provision for proper showering, bathing and toilet facilities;
- 1.49.3 Reasonable provision of light foodstuffs and beverages and facilities for the preparation of such.
- 1.50 Access to these facilities will be for a period of not less than 8 consecutive hours.
- 1.51 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.
- 1.52 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:
- 1.52.1 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.
- 1.52.2 The employee ordinarily uses public transport.
- 1.52.3 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time as specified in the DH Human Resources Manual.
- 1.52.4 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.

PRE-EMPLOYMENT SCREENINGS

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

JOB AND PERSON SPECIFICATION

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

TERM APPOINTMENTS

- 1.57 Subject to 21.2, permanent employment is the preferred employment status.
- 1.58 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 (eg maternity/adoption leave, long service leave, leave without pay etc) or workers compensation absences; or
 - Positions carrying out a project of limited duration (eg. research project); or
 - Positions carrying out a specific task (eg 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;
 - Where the outcome of a service/function review is pending; or
 - Other circumstances as may be agreed between the parties.

INDUSTRIAL DISPUTE RESOLUTION

- 1.59 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 1.60 During any dispute, other than one involving a bona fide health and safety issue, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 1.61 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Clause.
- 1.62 Any grievance or dispute will be handled as follows:
- 1.62.1 All parties have a right to seek representation in order to resolve any dispute.
- | | |
|---------|---|
| Stage 1 | Discussions between the employee/s and supervisor/manager. |
| Stage 2 | Discussions involving the employee/s and nominated delegates with a management representative of the work unit. For hospitals and health centres incorporated under the South Australian Health Commission Act and the IMVS, management representative means the Chief Executive Officer or their delegate. |

Stage 3 Discussions involving nominated delegates with a representative of Workforce and Insurance Services of DH.

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

- 1.63 There is to be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.
- 1.64 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above will, if possible, take place within 24 hours after the request of the employees or the employee's representative.
- 1.65 Emphasis is placed on reaching a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the 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.
- 1.66 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 1.67 These procedures are for dealing with industrial disputes or likely industrial disputes and not 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.

NO EXTRA CLAIMS COMMITMENT

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

NOT TO BE USED AS A PRECEDENT

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

PART C: PROVISIONS SPECIFIC TO CONSULTANTS

HOURLY RATE

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

HOURS OF DUTY

- 1.72 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 0 and 32 of this Agreement.

- 1.73 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 working in a teaching hospital or teaching community health centre.

HOURS FREE OF DUTY

- 1.74 A Consultant employed by a teaching hospital or the IMVS must have at least eight consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall duty). If such employees do not have at least eight consecutive hours off duty, they must be released after completion of required duty until they have eight consecutive hours off duty without loss of pay for required duty occurring during such absence.

SHIFT PENALTIES

- 1.75 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:
- 1.75.1 For rostered duty commencing on or after 12 midday and extending beyond 6.00pm (not being hours of rostered duty for which payment is made in accordance with 1.75.2 and 1.75.3) an additional 15% of the Hourly Rate applicable to that employee.
 - 1.75.2 For rostered duty between midnight and 8.00am (not being hours of rostered duty for which payment is made in accordance with 1.75.3) will be made at the rate of an additional 25% of the Hourly Rate applicable to that employee.
 - 1.75.3 For rostered duty between midnight Friday and midnight Sunday an additional 50% of the Hourly Rate applicable to that employee.
- 1.76 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.

PUBLIC HOLIDAYS

- 1.77 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.

- 1.78 Where a public holiday falls between Monday and Friday inclusive and a Consultant does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.
- 1.79 A Consultant who is rostered to work on a public holiday, will be allowed one day off in lieu of such public holiday which day may, at the employee's option, be added to annual leave. This provision is in lieu of any shift and weekend penalties.

ANNUAL LEAVE

- 1.80 An 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:
- 1.80.1 If regularly rostered for duty over 7 days of the week or if an 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).

- 1.80.2 If not so rostered or required to be on duty or on call in accordance with 30.1.1, 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).
- 1.80.3 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.
- 1.81 Annual leave for Consultants will be granted by the employing authority and must be taken by the employee before a further full years entitlement to annual leave accrues. However, where the employing authority and the employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 1.82 If a period of annual leave for a Consultant is deferred in accordance with 30.2, then:
 - 1.82.1 the 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
 - 1.82.2 where the employee does not make such application the employing authority must grant and direct the employee to take such deferred leave during that service year.
- 1.83 Where the employing authority and the employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.
- 1.84 Where the employment of a Consultant is terminated the employee is to be paid the appropriate pro rata entitlement for annual leave.
- 1.85 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 Enterprise Agreement salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 1.86 For Consultants the amount of loading payable for each calendar weeks leave is to be calculated using the following formula:

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

- 1.87 Where a Consultant is in receipt of a Managerial Allowance as provided for in 4.3.2 of the Award such allowance will continue to be paid during periods of annual leave.
- 1.88 Where a Consultant is in receipt of a Continuous Duty Allowance as provided for in 4.3.3 of the Award and Clause 0 of this Agreement, such allowance will continue to be paid during periods of annual leave.
- 1.89 All other provisions relating to annual leave are contained in the DH Human Resources Manual.

REMOTE CALL

- 1.90 All employees must make themselves available to be rostered on remote call, and to treat both public and private patients if recalled to duty.
- 1.91 A Consultant 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 who participates in a regular remote call roster as required by the employing authority for one in six nights/days or more will be paid an annual allowance of 7.5%; or

A Consultant 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 10%.

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

1.91.1 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:

$$\frac{\text{Annual Salary} \times \text{relevant percentage (referred to in clause 31.2)}}{12/313} \times 100$$

(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.

1.92 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 31.2.

PART-TIME EMPLOYEES IN THE CONSULTANT GROUP

1.93 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 31.2 of the annual salary payable to a full-time Consultant.

1.94 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 31.2 of a full-time salary at each health unit site where they meet the requirement of 31.4.

RECALL

1.95 A Consultant recalled to duty on any day other than in accordance with 32.2 and 32.3 where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate for the first three hours, and an additional 100% of the applicable Hourly Rate thereafter.

1.96 Operative from 1 July 2006, a Consultant recalled to duty on a Sunday where such recall is authorised, will be paid an additional 100% of the applicable Hourly Rate.

1.97 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.

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

1.99 Each recall stands alone for the calculation of recall payments in 32.1, 32.2 and 32.3 of this Agreement.

1.100 'Recalled to Duty' does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the employee prior to the completion of the employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on-call period where no

period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.

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

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

1.102.1 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 (together with any additional parking fees) provided that no medical officer will be required to use a private vehicle for work purposes; or

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

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

TELEPHONE CALLS

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

TELEMEDICINE

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

1.105 The parties agree that ongoing discussions with respect to the issue of telemedicine and telephone calls may continue through the Working Party process.

SALARY PROGRESSION

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

DIRECTOR/DEPUTY DIRECTOR IMVS

1.107 The classification of Director IMVS and Deputy Director IMVS will be reviewed on vacancy by DH in consultation with the Association.

CONTINUOUS DUTY ALLOWANCE

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

COMMITMENT TO RESEARCH

1.109 The 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.

PROFESSIONAL DEVELOPMENT

- 1.110 Conference Leave as provided in Clause 6.6 of the Award can be used to attend more than one conference in blocks of less than five days provided that approval has been given by the employee's Chief Executive Officer (or delegate) and on the basis that the cost to the employing authority is no greater than the Award provisions.
- 1.111 Operative until 13 April 2006, Consultants who forgo the conference leave entitlement as provided for in Clause 6.6 of the Award to attend an overseas conference (in accordance with the DH Human Resources Manual provisions) are entitled to up to \$2,000 per annum to assist with overseas conference attendance. In accordance with the DH Human Resources Manual provisions no other reimbursement of expenses from operating funds is to be made by the employing authority.
- 1.112 Operative from 14 April 2006, a Consultant will be entitled to access up to 5 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 10 days in any one period of two years.
- 1.113 Operative from 14 April 2006, a Consultant will be entitled to access up to \$4,000 per annum (inclusive of any applicable FBT) for overseas conference attendance or other professional development expenses. This entitlement can be accumulated up to an amount of \$8,000 in any one period of two years.
- 1.114 Where a Consultant has been reimbursed pursuant to 37.4 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from severance payments the amount of reimbursement made which exceeds the pro-rata based entitlement for that year.

<p style="text-align: center;">PART D: PROVISIONS SPECIFIC TO THE MEDICAL ADMINISTRATION CLASSIFICATIONS</p>

APPOINTMENT AND CLASSIFICATION

- 1.115 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
- 1.116 The classifications referred to in 38.1 will apply to present incumbents only and will cease once an individual applies for, and is appointed to another position or resigns.
- 1.117 Future appointees who undertake work of a medical administration nature will be appointed to the Senior Medical Practitioner, Consultant or Senior Consultant classification, as appropriate.
- 1.118 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.

REMOTE CALL

- 1.119 Clauses 1.180, 1.181, 1.182, 1.183 and 60.12 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.

1.120 Clause 0 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications.

RECALL

1.121 Clause 61 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications.

1.122 Clause 0 of this Agreement will apply to employees classified in the medical administration classifications with appropriate higher qualifications.

PROFESSIONAL DEVELOPMENT

1.123 Clause 0 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications who are not in an accredited training program.

1.124 Clause 37 of this Agreement will apply to employees classified in the medical administration classifications recognised as a specialist by the Medical Board of South Australia.

1.125 Clause 70 of this Agreement will apply to employees classified in the medical administration classifications without appropriate higher qualifications who are in an accredited training program.

EXAMINATION LEAVE

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

HOURS OF DUTY

1.127 Clause 1.73 of this Agreement will apply to employees in the classifications referred to in Clause 1.115.

ANNUAL LEAVE

1.128 Clause 0 of this Agreement will apply to employees employed in the classifications referred to in Clause 1.115.

OTHER CONDITIONS OF EMPLOYMENT

1.129 Other conditions of employment for the employees employed in the classifications referred to in Clause 1.115 are prescribed in the Award.

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

1.130 There will be no further appointment to the classification of Medical Officers (as defined).

1.131 The Medical Officer(as defined) classification will apply to present incumbents only and will cease once an individual applies for, and is appointed to, another position.

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

PROFESSIONAL DEVELOPMENT

1.133 Clause 71 of this Agreement will apply to Medical Officers (as defined).

REMOTE CALL

1.134 Clauses 1.180, 1.181, 1.182, 1.183 and 60.12 of this Agreement will apply to Medical Officers (as defined).

RECALL

1.135 Clause 61 of this Agreement will apply to Medical Officers (as defined).

ANNUAL LEAVE

1.136 Clause 0 of this Agreement will apply to Medical Officers (as defined).

OTHER CONDITIONS OF EMPLOYMENT

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

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

DEFINITIONS

1.138 Intern

1.138.1 '**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.

1.139 Limited Registration Medical Practitioner

1.139.1 '**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'.

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

1.139.3 Employees appointed as Limited Registration Medical Practitioners who gain full registration with the Medical Board will be reclassified to Medical Practitioners, and their salary level will be determined taking into account such "relevant experience"

1.139.4 A Limited Registration Medical Practitioner who has completed the 'Australian Medical Council' exams (multiple choice questionnaire and clinical exam) can progress one salary increment to Medical Practitioner level 2. Further progression cannot occur until Full Registration is granted by the Medical Board of South Australia. .

1.140 Medical Practitioner

1.140.1 '**Medical Practitioner**' means an employee who is registered as a medical practitioner by the Medical Board of South Australia and has been appointed as such.

1.140.2 'Medical Practitioners' may be employed in a teaching hospital, the IMVS, a community or state-wide service setting.

1.140.3 Features/Characteristics of work at this level include:

- Work under general direction and undertake a range of activities requiring the application of acquired expertise, in a multi-disciplinary setting;
- At all levels be able to perform a range of clinical/public health duties while exercising limited professional judgement under supervision. Early postgraduate medical practitioners may require support and direction from more experienced medical staff. As more experience is obtained, the need for direct supervision decreases;
- At the more experienced level, able to perform a wide range of complex tasks directed towards delivery and management of medical/public health services to patients and able to support and direct less experienced medical practitioners;
- Required to undertake medical assessments and or functions, which requires limited supervision;
- Required to participate in a post graduate training program (as required by the relevant training program) or continuing medical education, as directed by the employing authority (or delegate);
- May be required to contribute to the preparation and delivery of preventative health care educational programs and materials;
- May be responsible for supervision and/or teaching of other staff;
- May be required to participate in clinical and scientific research;
- May be required, in collaboration with other relevant staff, to assist in the evaluation and improvement of services.

1.141 Senior Medical Practitioner

1.141.1 '**Senior Medical Practitioner**' means an employee who is registered as a medical practitioner by the Medical Board of South Australia and who typically has had not less than five years experience since obtaining such registration and is appointed as such.

1.141.2 'Senior Medical Practitioners' may be employed in a teaching hospital, community or state-wide service setting.

1.141.3 Features/Characteristics of work at this level, **in addition** to those defined for a Medical Practitioner, include:

- Required to work with limited or no direction or supervision and exercise a high level of professional judgement and clinical competence, in a multi-disciplinary setting;
- Employee must be well advanced in one or more fields of clinical medicine, management, teaching and/or research;
- Responsible for complex duties, and/or program initiation, development and review and/or policy development;
- May be required to contribute specific expertise, either at a corporate or state-wide level;
- May initiate or be involved in quality improvement and organisational accreditation activities including the evaluation of services.

1.142 Hourly Rate

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

PROGRESSION

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

PART-TIME EMPLOYEES IN THE MEDICAL PRACTITIONER GROUP

- 1.144 A part-time MPG employee means an employee who is engaged and paid as such, and who is employed on less than a full time basis for four or more hours per week, for a continuous period of one calendar month or longer, where the number of hours worked per week is fixed and constant.
- 1.145 A part-time MPG employee is to be paid according to the number of hours worked at the Hourly Rate of the employee's classification.
- 1.146 The provisions of Clause 1.147 apply to part-time MPG employees on a proportionate basis according to the number of hours of rostered duty.

HOURS OF DUTY

- 1.147 The ordinary hours of duty for a MPG employee are an average of 38 per week.
- 1.148 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.
- 1.149 Except in the circumstances described in 1.150 and 0, a MPG employee:
- 1.149.1 **must not** be rostered to work any time in excess of 12 hours per shift (exclusive of meal breaks);
 - 1.149.2 **must not** be rostered to work any time in excess of 68 hours in any one week;
 - 1.149.3 **must not** be rostered to work any time in excess of 272 hours in any four week cycle.
- 1.150 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, an employee may work in excess of 12 hours per shift (exclusive of meal breaks), 68 hours in any one week or 272 hours in any four week cycle. Payment for all work in excess of 12 hours per shift (exclusive of meal breaks) or 68 hours in any one week will be at the rate of an additional 50% of the employee's Hourly Rate. This penalty is in addition to any penalty that might be payable in accordance with Clause 59 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.
- 1.151 The employing authority may approve variations from the rostered starting and finishing times as long as the employee works at least the minimum hours required by the roster in any week or four week cycle.
- 1.152 For the purpose of this Agreement, hours of rostered duty must not include 'Proximate Call', 'Remote Call' or 'Recall' duty.

HOURS FREE OF DUTY

- 1.153 The hours of duty for MPG employees employed by a teaching hospital or the IMVS shall be rostered so as to provide at least the following time free of duty:

- 1.153.1 4 days (each of 24 hours duration) free from duty in each 28 day cycle.
- 1.153.2 In applying 1.153.1, an employee will be rostered 1 weekend free of duty in each 28 day cycle.
- 1.153.3 An employee will not be required to work in excess of 8 consecutive days, except in an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist.
- 1.153.4 An employee required to work in excess of 8 consecutive days in accordance with 1.153.3 of this Agreement will be paid an additional 50% of the Hourly Rate applicable to the employee for the additional day(s). This penalty is in addition to any penalty that might be payable in accordance with Clause 59 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.
- 1.154 A MPG employee employed by a teaching hospital or the IMVS must have at least 8 consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall duty and overtime but excludes work performed whilst on proximate call where applicable). If such employees do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have eight consecutive hours off duty without loss of pay for required duty occurring during such absence.
- 1.155 If on the instructions of the employing authority, an MPG employee employed by a teaching hospital or the IMVS resumes or continues to work without having 8 consecutive hours off duty they are to be paid an additional 50% of the Hourly Rate applicable to the employee until they are released and they will then be entitled to be absent until they have 8 consecutive hours off duty without loss of pay for any rostered duty occurring during such absence. This penalty is in addition to any penalty that might be payable in accordance with Clause 59 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.

ROSTER CHANGEOVERS

- 1.156 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.

SHIFT LENGTHS

- 1.157 A maximum of 12 hours per shift (exclusive of meal breaks) may be worked in a roster but a minimum of 8 clear hours free of rostered duty must be granted before recommencement of duty, unless agreed in accordance with Clause 0 of this Agreement.
- 1.158 An MPG employee employed by a teaching hospital or the IMVS must not be rostered to work for less than 3 hours per shift.
- 1.159 Proximate Call duty is worked between the hours of 9.00pm and 8.30am, except where the employee has only been rostered for 12 hours duty prior to being placed on Proximate Call. (Refer to Clause 1.176.)

OVERTIME

FULL-TIME EMPLOYEES

- 1.160 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 employee.
- 1.161 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 employee. This penalty is in lieu of the penalty payable in accordance with 59.1.
- 1.162 Payment for hours of rostered duty for MPG employees in excess of 76 hours in any two week cycle which fall on a Sunday will be at the rate of an additional 100% of the Hourly Rate applicable to the employee. This penalty is not payable in addition to the penalty prescribed in 59.1 or 59.2.
- 1.163 The penalties at 59.1, 59.2 and 59.3 are in lieu of other penalties payable in accordance with Clauses 63 and 64.

PART-TIME EMPLOYEES

- 1.164 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 employee for such additional hours.
- 1.165 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 employee for such additional hours. This penalty is in lieu of the penalty payable in accordance with 59.5.
- 1.166 A part-time 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 employee for any additional time which falls on a Sunday. This penalty is not payable in addition to the penalty prescribed in 59.5 and 59.6.
- 1.167 The penalties at 59.5, 59.6 and 59.7 are in lieu of any penalties payable in accordance with 59.1 and Clauses 0 and 0.
- 1.168 For the purposes of sub-clauses 59.5, 59.6 and 59.8 “required hours” means:
- (a) time worked in accordance with the written roster published by the employing authority and applicable to each employee from time to time; or
 - (b) time worked at the direction of the employing authority which is in excess of the time worked referred to in (a) above.
- 1.169 The employing authority may, on request from an employee, approve variations to the start and finish times of the roster referred to in 59.9(a). In this circumstance, any time worked in excess of contracted hours will be paid at the Hourly Rate applicable to the employee.

COMMENCING OR CEASING EMPLOYMENT PART-WAY THROUGH A PAY PERIOD

- 1.170 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 employee for hours of rostered duty worked in excess of 45 hours in a week in the first or final pay fortnight of that employee’s employment. The provisions of this Clause do not override the provisions of Clause 59.1.

PROTOCOL FOR AUTHORISATION OF NON-ROSTERED OVERTIME

- 1.171 Employing authorities will adhere to the protocol for the authorisation of non-rostered overtime agreed between DH and the Association.
- 1.172 Employing authorities will ensure that a copy of the protocol is appropriately displayed and made available to employees on request so as to provide information to employees.

ON CALL

PROXIMATE CALL

- 1.173 Proximate Call is time spent by a Medical Practitioner or Senior Registrar (other than hours of duty referred to in Clause 55) who is required by the employing authority to be on call and remain within the precincts of their respective health units when not actually on duty.
- 1.174 In deciding whether to require a Medical Practitioner or Senior Registrar to undertake a period of proximate call, the employing authority must have regard to the following principles:
- 1.174.1 proximate call must be limited to those circumstances where the need exists for a Medical Practitioner or Senior Registrar to be available for call and to remain on the health unit premises to ensure a quick response.
 - 1.174.2 proximate call must be confined to those situations where infrequent calls are encountered and which require limited hours of recall on a regular basis.
 - 1.174.3 in determining whether proximate call is appropriate for any given situation, regard must be had to the envisaged or likely hours of work that may be required of an individual during the period of the proximate call and/or the envisaged or likely contacts and interruptions.
 - 1.174.4 the use of proximate call is considered appropriate if the hours of work do not exceed 2.5 hours per proximate call shift on average, and/or the contacts and interruptions do not exceed 6 per proximate call shift on average.
- 1.175 In addition to having regard to the principles outlined in 1.174, employing authorities must seek approval to utilise proximate call from the Association and the DH. Such approval will be granted on the condition that:
- 1.175.1 Employing authorities provide to the satisfaction of the parties reasons why alternative rostering arrangements are inappropriate;
 - 1.175.2 a policy must be in place to provide cover for periods of leave;
 - 1.175.3 provide rosters clearly identifying the frequency of proximate call.
- 1.176 A Medical Practitioner or Senior Registrar –
- 1.176.1 before being placed on proximate call must have completed at least 10 hours and no more than 12 hours of duty immediately preceding the commencement of proximate call.
 - 1.176.2 must be placed on proximate call only between the hours of 9.00 pm. and 8.30 am. on the next succeeding day for a minimum period of 8 hours. However, where a Medical Practitioner or Senior Registrar has only been rostered for 12 hours duty prior to being placed on proximate call, then such proximate call must not commence before twelve midnight;
 - 1.176.3 must not be required for duty in the succeeding 24 hours if the work performed during a proximate call shift exceeds 5 hours. Where a Medical Practitioner or Senior Registrar has been rostered to work during that succeeding 24 hours, those hours must be treated as if they had been worked.
 - 1.176.4 no Medical Practitioner or Senior Registrar is to be placed on proximate call more frequently than eight nights during any twenty-eight calendar days;
 - 1.176.5 no Medical Practitioner or Senior Registrar will be required to work proximate call to cover staff shortages.
- 1.177 The provisions of 1.176.4 and 1.176.5 may be set aside in an emergency situation or in exceptional and unforeseen circumstances but only if each of the following steps have been taken:
- 1.177.1 A list of appropriately qualified and experienced medical officers available to be called upon in an emergency is maintained;
 - 1.177.2 Alternative measures are considered;
 - Checking the availability of Casuals, Visiting or Locum Medical Officers as per the above mentioned list

- Reducing the level of services
 - Transferring patients.
- 1.177.3 Records of the measures taken to address emergency situations are kept.
- 1.177.4 The General Manager convenes a meeting of the key medical staff to formulate an action plan. The meeting must consider:
- The likely duration of the situation
 - Roster requirements
 - Timetable for future meetings.
- 1.177.5 Consultation with the relevant Medical Practitioner or Senior Registrar and/or their representatives must be undertaken to formulate a rostering arrangement.
- 1.177.6 The General Manager must advise the Association and the 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.
- 1.177.7 As soon as it becomes apparent that the emergency will continue beyond a week, the General Manager must:
- Reconvene the emergency committee
 - Reassess steps (i) and (ii) in this process
 - Follow the remaining processes
- 1.178 A Medical Practitioner or Senior Registrar placed on proximate call must, for the whole of the period, be paid the Hourly Rate of the defined classification for each hour on proximate call. In addition, a penalty of 50% applies where a Medical Practitioner or Senior Registrar is recalled whilst on proximate call, provided that where a Medical Practitioner or Senior Registrar is placed on proximate call on a Public Holiday, payment will be at one and three quarter times the Hourly Rate of the defined classification.
- 1.179 Unless the Association and the DH agree otherwise, a review of the application of proximate call will be conducted by the parties every twelve months.

REMOTE CALL

- 1.180 All employees must make themselves available to be rostered on remote call.
- 1.181 Remote Call Allowances will increase as detailed in Schedule 3.2.
- 1.182 Remote Call is time spent by employees who are required by the employing authority to hold themselves available for duty, at home or some other mutually agreed place but without being restricted to the precincts of the health unit.
- 1.183 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.
- 1.184 A MPG employee who is rostered on remote call on a full Saturday, Sunday, Public Holiday or any other day on which such employee would normally be rostered off duty will be paid the allowance as provided for in Scheduled 3.2B of this Agreement.

RECALL

- 1.185 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 1.202 or 1.203 as appropriate) or a Sunday (refer 61.2) and such recall is authorised, in addition to payment made in accordance with Clause 1.183 or 60.12, 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.

- 1.186 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 60.11 or 60.12, will be paid for time worked outside of rostered duty at the rate of an additional 100% of the applicable Hourly Rate.
- 1.187 In applying 61.1 and 61.2
- 1.187.1 where the period of time worked is less than 3 hours, payment will be made for 3 hours; and
- 1.187.2 where the employee is recalled to duty within 3 hours of a previous recall the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.
- 1.188 Each recall stands alone for the calculation of recall payments in 1.185 and 61.2 of this Agreement.
- 1.189 'Recalled to Duty' does not refer to duty undertaken immediately following rostered work or overtime or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the employee prior to the completion of the employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 1.190 Commencement of a recall will be deemed to be the time from which the employee commences travelling to work and ends when the employee returns to their place of residence.
- 1.191 All employees who travel to work as a result of receiving a recall to work will:
- 1.191.1 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 (together with any additional parking fees) provided that no medical officer will be required to use a private vehicle for work purposes; or
- 1.191.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace; or
- 1.191.3 Be permitted to use a Government vehicle to travel to and from the workplace (with any additional parking fees incurred as a result of the recall to be reimbursed).

TELEPHONE CALLS

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

TELEMEDICINE

- 1.193 When MPG employee on Remote Call undertakes work from home through telemedicine, the employee will be entitled to be paid at the rate of an additional 50% of the employee's Hourly Rate provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period during and Remote Call period, payment will be made for the total time worked at the rate of an additional 50% of the employee's Hourly Rate. This provision will not be subject to a minimum 3 hour payment.
- 1.194 The parties agree that ongoing discussions with regards to issues of telemedicine and telephone calls may continue through the Working Party process.

HIGHER QUALIFICATION ALLOWANCE

1.195 Clause 4.3.1 of the Award is not applicable.

WEEKEND PENALTIES

- 1.196 A MPG employee will be paid an additional 50% of the employee's Hourly Rate for working rostered hours of duty between midnight Friday and midnight Sunday.
- 1.197 A MPG employee will be paid an additional 75% of the employee's Hourly Rate for working rostered hours of duty in excess of 8 hours on a Sunday. This penalty is in lieu of 63.1.
- 1.198 The penalties applicable in Clause 63.1 and 63.2 are in lieu of other penalties payable in accordance with Clause 64.

SHIFT PENALTIES

- 1.199 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 0, 0 or 64.2) will be made at the rate of an additional 15% of the Hourly Rate applicable to that employee.
- 1.200 Payment for hours of rostered duty worked between 12 midnight and 8.00 am on any day (not being hours of rostered duty for which payment is made in accordance with Clause 0) will be made at the rate of an additional 25% of the Hourly Rate applicable to that employee.

PUBLIC HOLIDAYS

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

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

- 1.202 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 employee's Hourly Rate for all time worked. This penalty is in lieu of the penalties prescribed in Clauses 0, 0 and 0.
- 1.203 Where a public holiday falls between Monday and Friday inclusive and a MPG employee does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.

ANNUAL LEAVE

1.204 An 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:

- 1.204.1 If regularly rostered for duty over 7 days of the week or if an 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).

- 1.204.2 If not so rostered or required to be on duty or on call in accordance with 66.1.1, 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).
- 1.205 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 employee, the employee ceases for any reason to be an employee, then unless the employing authority otherwise determines, a sum equal to the sum paid to the employee in respect of that leave must be repaid to the employing authority.
- 1.206 Annual leave for a MPG employee will be granted by the employing authority and must be taken by the employee before a further full year's entitlement to annual leave accrues. However, where the employing authority and the employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 1.207 If a period of annual leave for a MPG employee is deferred in accordance with 66.3 then:
- 1.207.1 the employee may, during the first six months of the service year to which the annual leave has been deferred, apply to take such deferred leave during that service year. Upon receipt of such application, the employing authority will grant the leave sought, where possible at the time(s) requested but in any case within a six month period commencing from the date of application; and
- 1.207.2 where the employee does not make such application, the employing authority must grant and direct the employee to take such deferred leave during that service year.
- 1.208 Where the employing authority and the employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.
- 1.209 Where a MPG employee is terminated, the employee is to be paid the appropriate pro rata entitlement for annual leave except that where the employee has taken annual leave before rendering service appropriate to the amount of leave granted, the employing authority may recover the monetary equivalent of the excess leave taken.
- 1.210 Subject to 66.7.2, the rate of salary a MPG employee is entitled to receive whilst on annual leave will be that which such employee would have received if during the period of leave the employee had worked the average weekly number of hours worked by that employee during the twelve months immediately prior to the date upon which the MPG employee proceeds on annual leave. However, where the MPG employee has not served for twelve months from the date of appointment to the date of commencement of leave, payment will be that which would have been received if during the period of leave the MPG employee had worked the average weekly number of hours worked by the MPG employee during this period of service.
- 1.210.1 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.
- 1.210.2 The payment to be made (which is in addition to normal salary) whilst on annual leave will be calculated on the basis of time and one half of the average number of overtime and recall hours (other than recall on proximate call) worked. Payment for the average number of hours rostered on proximate call (including any duty performed) will be calculated at the rate of ordinary time.
- 1.210.3 Where the provisions of this sub-clause are more beneficial to a MPG employee than the provisions of 66.7.1, 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 Enterprise Agreement salary for the period or periods of annual leave

up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.

- 1.211 The annual leave loading payable to a part-time MPG employee shall bear the same proportion of a full time employee's loading entitlement as the hours of duty worked by the part-time employee bear to the hours of duty of a corresponding full-time employee.
- 1.212 Where a Senior Medical Practitioner is in receipt of a Managerial Allowance as provided for in 1.22 of this Agreement such allowance will continue to be paid during periods of annual leave.
- 1.213 All other provisions relating to annual leave are contained in the DH Human Resources Manual.

MEAL BREAKS

- 1.214 Except in the circumstances described in 1.215, a MPG employee must not be required to work more than 6 hours without a meal break of half an hour.
- 1.215 The provisions of 1.214 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.
- 1.216 Except in the circumstances described in 1.217, where a MPG employee works in excess of 6 hours without a meal break, that 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 employee. Where a MPG employee performs work contemplated by Clauses 0, 0 or 0 of this Agreement, this additional penalty is payable in addition to any other penalties that might be payable.
- 1.217 The provisions of 1.216 do not apply where an MPG employee has not been expressly instructed by that employee's superior to continue working in excess of the 6th hour span.
- 1.218 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.

SICK LEAVE

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

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

* Refer 1.147 and 1.152.

EXAMINATION LEAVE

- 1.220 Examination Leave as provided in Clause 6.5 of the Award may also be used for the purposes of meeting other study or education commitments arising from an accredited training programme including attendance at conferences, seminars, courses and programmes, as required by the appropriate College.
- 1.221 MPG employees who access leave under Clause 69.1 are entitled to receive from the employing authority, reimbursement of costs associated with the undertaking of the

activity for which leave was taken, up to a maximum of \$2000 per annum (inclusive of any applicable FBT).

PROFESSIONAL DEVELOPMENT (MPG EMPLOYEES IN ACCREDITED TRAINING PROGRAMS)

- 1.222 Operative until 13 April 2006, employing authorities may reimburse employees in the MPG who are in accredited training programs up to \$2,000 per annum (inclusive of any applicable FBT) towards the cost incurred by the employee to the relevant College in obtaining a specialist qualification. Such payment will only be made towards training (including examination fees) required as a pre-requisite to obtaining a specialist qualification. Reimbursement is subject to the successful annual completion of all requirements of the training program.
- 1.223 Operative from 14 April 2006, employing authorities will reimburse employees in the MPG who are in accredited College training programs up \$3,000 per annum (which may be accumulated up to an amount of \$6,000 in any 2 year period) (inclusive of any applicable FBT) towards the cost incurred by the employee in obtaining such specialist qualification. Such payment will only be made towards training (including examination fees) required as a pre-requisite to obtaining a specialist qualification but may include an amount of \$300 per annum (\$600 in any 2 year period) for costs directly related to the relevant College training. Reimbursement will also be provided for other relevant training not provided by a College but approved by DH.
- 1.224 Operative from 14 April 2006, MPG employees who are in an accredited training programs will, in addition to leave available under Clause 69, be entitled to access 5 days of paid leave per annum for professional development purposes. This leave may be accumulated to a total of 10 days in any two year period.
- 1.225 Where a MPG employee has been reimbursed pursuant to clause 70.2 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from severance payments the amount of reimbursement made which exceeds the pro-rata based entitlement for that year.

PROFESSIONAL DEVELOPMENT (MPG EMPLOYEES NOT IN ACCREDITED TRAINING PROGRAMS)

- 1.226 Operative until 13 April 2006, MPG employees who are not in accredited training programs will be entitled to access one week of paid leave every two years for "approved professional development" purposes.
- 1.227 Operative from 14 April 2006, MPG employees who are not in accredited training programs will be entitled to access one week of paid leave every year for "approved professional development" purposes. This leave can be accumulated to a total of 2 weeks in any 2 year period.
- 1.228 "Approved professional development" purposes will include approved activities and/or attendance at training seminars, workshops and/or courses provided through:
- recognised Medical Colleges
 - the South Australian Post graduate Medical Education Association (SAPMEA)
 - through or approved by the Postgraduate Medical Council of South Australia (PMCSA)
 - courses offered through Tertiary institutions
 - other activities as approved by the employing health unit following individual application.
- 1.229 Applications for approval must be made by an individual employee at least 3 months prior to the anticipated date of commencement of leave except that where the leave is for the purposes of attendance at a scheduled workshop/seminar/course an application must be made at least 6 months prior to the date of commencement of leave to allow for appropriate arrangements to be made for ongoing service needs.

- 1.230 Approval for leave for professional development purposes will not be unreasonably withheld.
- 1.231 Operative from 14 April 2006, MPG employees who are not in accredited training programs will be entitled to receive from the employing authority reimbursement towards the costs associated with professional development leave up to \$1,000 per annum (inclusive of any applicable FBT). This entitlement may be accrued up to an amount of \$2,000 in any two year period.
- 1.232 Where any employee has been reimbursed pursuant to clause 71.6 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from severance payments the amount of reimbursement made which exceeds the pro-rata based entitlement for that year.

TRAINING

- 1.233 The parties are committed to encouraging and promoting ongoing training of MPG employees.
- 1.234 It is recognised that part of the average of 38 hours per week for MPG employees is specifically designed to allow such employees to undertake training and educational activities. Such activities may include tutorials, lectures, grand rounds, and consultations with other medical officers on the understanding that the principal object of such activities is to develop, maintain or improve the skills and knowledge of such employees.

SIGNATORIES

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Chief Executive, Department of Health

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Witness

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Chief Executive, Department for
Administrative and Information Services

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Witness

.....
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 \$ per annum	first full pay period to commence on or after 14 April 2005 \$ per annum	first full pay period to commence on or after date of approval of this Agreement \$ per annum	first full pay period to commence on or after 14 April 2006 \$ per annum	first full pay period to commence on or after 14 April 2007 \$ per annum
Consultant	1	\$106,090	\$109,803	\$114,331	\$118,333	\$122,475
	2	\$110,465	\$114,331	\$118,846	\$123,006	\$127,311
	3	\$114,827	\$118,846	\$123,368	\$127,686	\$132,155
	4	\$119,196	\$123,368	\$130,144	\$134,699	\$139,414
Senior Consultant	5	\$125,743	\$130,144	\$134,670	\$139,384	\$144,262
	6	\$130,116	\$134,670	\$139,186	\$144,057	\$149,099
	7	\$134,479	\$139,186	\$142,691	\$147,686	\$152,854
	8	\$137,866	\$142,691	\$145,967	\$151,076	\$156,364
	9	\$141,031	\$145,967	\$150,440	\$155,706	\$161,155
Principal Consultant		\$145,353	\$150,440	N/A	N/A	N/A

1.2 Medical Administration

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2005 \$ per annum	first full pay period to commence on or after date of approval of this Agreement \$ per annum	first full pay period to commence on or after 14 April 2006 \$ per annum	first full pay period to commence on or after 14 April 2007 \$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$94,762	\$98,079	\$101,021	\$104,557	\$108,216
	2	\$99,006	\$102,471	\$105,545	\$109,239	\$113,063
	3	\$103,255	\$106,869	\$110,075	\$113,928	\$117,915
	4	\$107,513	\$111,276	\$114,614	\$118,626	\$122,778
	5	\$111,758	\$115,670	\$119,140	\$123,310	\$127,625
	6	\$116,011	\$120,071	\$123,674	\$128,002	\$132,482
Medical Administration (with appropriate higher qualifications)	3	\$106,090	\$109,803	\$113,097	\$117,056	\$121,153
	4	\$110,465	\$114,331	\$117,761	\$121,883	\$126,149
	5	\$114,827	\$118,846	\$122,411	\$126,696	\$131,130
	6	\$119,196	\$123,368	\$127,069	\$131,516	\$136,119
	7	\$125,743	\$130,144	\$134,048	\$138,740	\$143,596
	8	\$130,116	\$134,670	\$138,710	\$143,565	\$148,590
	9	\$134,479	\$139,186	\$143,361	\$148,379	\$153,572
	10	\$137,866	\$142,691	\$146,972	\$152,116	\$157,440
Medical Administrator		\$141,031	\$145,967	\$150,346	\$155,608	\$161,054
Senior Medical Administrator		\$149,772	\$155,014	\$159,664	\$165,253	\$171,037
Deputy Director, IMVS		\$153,233	\$158,596	\$163,354	\$169,071	\$174,989
Director, IMVS		\$164,871	\$170,641	\$175,761	\$181,912	\$188,279

1.3 Casual Medical Staff

Level	Current		first full pay period to commence on or after 14 April 2005		first full pay period to commence on or after date of approval of this Agreement		first full pay period to commence on or after 14 April 2006		first full pay period to commence on or after 14 April 2007	
	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$			\$	\$	\$	\$
Casual Medical Employee	\$72.25	\$30.05	\$74.80	\$31.10	\$77.00	\$32.05	\$79.70	\$33.15	\$82.50	\$34.30
Casual Consultant	\$95.65	\$40.00	\$99.00	\$41.40	\$101.95	\$42.65	\$105.55	\$44.15	\$109.25	\$45.70
Casual Senior Consultant	\$120.40	\$49.90	\$124.60	\$51.65	\$128.35	\$53.20	\$132.85	\$55.05	\$137.50	\$57.00

1.4 Medical Officers (As Defined)

Level	Step	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after date of approval of this Agreement	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 14 April 2007
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$74,599	\$77,210	\$79,526	\$82,310	\$85,191
	2	\$77,986	\$80,716	\$83,137	\$86,047	\$89,058
	3	\$81,389	\$84,238	\$86,765	\$89,802	\$92,945
	4	\$84,781	\$87,748	\$90,381	\$93,544	\$96,818
	5	\$88,178	\$91,264	\$94,002	\$97,292	\$100,697
	6	\$92,471	\$95,707	\$98,579	\$102,029	\$105,600
	7	\$96,065	\$99,427	\$102,410	\$105,994	\$109,704
	8	\$101,015	\$104,551	\$107,687	\$111,456	\$115,357
	9	\$109,332	\$113,159	\$116,553	\$120,633	\$124,855

1.5 Medical Practitioner Group

Level	Step	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after 1 December 2005	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 1 December 2006	first full pay period to commence on or after 14 April 2007
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Intern	1	\$45,755	\$47,356	\$48,304	\$49,994	\$50,994	\$52,779
Medical Practitioner	2	\$49,567	\$51,302	\$52,328	\$54,159	\$55,243	\$57,176
	3	\$53,387	\$55,256	\$56,361	\$58,333	\$59,500	\$61,582
	4	\$59,786	\$61,879	\$63,116	\$65,325	\$66,632	\$68,964
	5	\$68,288	\$70,678	\$72,092	\$74,615	\$76,107	\$78,771
	6	\$72,377	\$74,910	\$76,408	\$79,083	\$80,664	\$83,488
	7	\$76,470	\$79,146	\$80,729	\$83,555	\$85,226	\$88,209
	8	\$79,388	\$82,167	\$83,810	\$86,743	\$88,478	\$91,575
Senior Registrar	1	\$81,937	\$84,805	\$86,501	\$89,528	\$91,319	\$94,515
	2	\$85,682	\$88,681	\$90,454	\$93,620	\$95,493	\$98,835
Senior Medical Practitioner	1	\$96,065	\$99,427	\$101,416	\$104,965	\$107,065	\$110,812
	2	\$101,015	\$104,551	\$106,642	\$110,374	\$112,581	\$116,522
	3	\$109,332	\$113,159	\$115,422	\$119,462	\$121,851	\$126,116

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

2.1 Consultants

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2005 \$ per annum	first full pay period to commence on or after date of approval of this Agreement \$ per annum	first full pay period to commence on or after 14 April 2006 \$ per annum	first full pay period to commence on or after 14 April 2007 \$ per annum
Consultant	1	\$88,910	\$92,022	\$95,816	\$99,170	\$102,641
	2	\$92,576	\$95,816	\$99,599	\$103,085	\$106,693
	3	\$96,231	\$99,599	\$103,389	\$107,008	\$110,753
	4	\$99,893	\$103,389	\$109,068	\$112,886	\$116,837
Senior Consultant	5	\$105,380	\$109,068	\$112,861	\$116,811	\$120,899
	6	\$109,044	\$112,861	\$116,646	\$120,728	\$124,954
	7	\$112,701	\$116,646	\$119,583	\$123,768	\$128,100
	8	\$115,539	\$119,583	\$122,329	\$126,610	\$131,042
	9	\$118,192	\$122,329	\$126,077	\$130,490	\$135,057
Principal Consultant		\$121,814	\$126,077	N/A	N/A	N/A

2.2 Medical Administration

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2005 \$ per annum	first full pay period to commence on or after date of approval of this Agreement \$ per annum	first full pay period to commence on or after 14 April 2006 \$ per annum	first full pay period to commence on or after 14 April 2007 \$ per annum
Medical Administration (without appropriate higher qualifications)	1	\$81,596	\$84,452	\$86,985	\$90,030	\$93,181
	2	\$85,251	\$88,235	\$90,882	\$94,063	\$97,355
	3	\$88,910	\$92,022	\$94,783	\$98,100	\$101,533
	4	\$92,576	\$95,816	\$98,691	\$102,145	\$105,720
	5	\$96,231	\$99,599	\$102,587	\$106,178	\$109,894
	6	\$99,893	\$103,389	\$106,491	\$110,218	\$114,076
Medical Administration (with appropriate higher qualifications)	3	\$88,910	\$92,022	\$94,783	\$98,100	\$101,533
	4	\$92,576	\$95,816	\$98,691	\$102,145	\$105,720
	5	\$96,231	\$99,599	\$102,587	\$106,178	\$109,894
	6	\$99,893	\$103,389	\$106,491	\$110,218	\$114,076
	7	\$105,380	\$109,068	\$112,340	\$116,272	\$120,342
	8	\$109,044	\$112,861	\$116,246	\$120,315	\$124,526
	9	\$112,701	\$116,646	\$120,145	\$124,350	\$128,702
	10	\$115,539	\$119,583	\$123,170	\$127,481	\$131,943
Medical Administrator		\$118,192	\$122,329	\$125,999	\$130,409	\$134,973
Senior Medical Administrator		\$125,518	\$129,911	\$133,808	\$138,492	\$143,339
Deputy Director, IMVS		\$128,418	\$132,913	\$136,900	\$141,692	\$146,651
Director, IMVS		\$138,171	\$143,007	\$147,297	\$152,453	\$157,788

2.3 Casual Medical Staff

Level	Current		first full pay period to commence on or after 14 April 2005		first full pay period to commence on or after date of approval of this Agreement		first full pay period to commence on or after 14 April 2006		first full pay period to commence on or after 14 April 2007	
	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour	first hour	subsequent half hour
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Casual Medical Employee	\$62.20	\$25.90	\$64.40	\$26.80	\$66.30	\$27.60	\$68.65	\$28.60	\$71.05	\$29.60
Casual Consultant	\$80.15	\$33.55	\$82.95	\$34.75	\$85.45	\$35.70	\$88.45	\$37.00	\$91.55	\$38.30
Casual Senior Consultant	\$100.90	\$41.80	\$104.45	\$43.25	\$107.55	\$44.55	\$111.35	\$46.10	\$115.25	\$47.75

2.4 Medical Officers (As defined)

Level	Step	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after date of approval of this Agreement	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 14 April 2006
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$64,234	\$66,482	\$68,477	\$70,873	\$73,354
	2	\$67,151	\$69,501	\$71,586	\$74,092	\$76,685
	3	\$70,081	\$72,534	\$74,710	\$77,325	\$80,031
	4	\$73,002	\$75,557	\$77,824	\$80,548	\$83,367
	5	\$75,927	\$78,584	\$80,942	\$83,775	\$86,707
	6	\$79,624	\$82,411	\$84,883	\$87,854	\$90,929
	7	\$82,718	\$85,613	\$88,182	\$91,268	\$94,462
	8	\$86,980	\$90,024	\$92,725	\$95,970	\$99,329
	9	\$94,142	\$97,437	\$100,360	\$103,873	\$107,508

2.5 Medical Practitioner Group

Level	Step	Current \$ per annum	first full pay period to commence on or after 14 April 2005 \$ per annum	first full pay period to commence on or after 1 December 2005 \$ per annum	first full pay period to commence on or after 14 April 2006 \$ per annum	first full pay period to commence on or after 1 December 2006 \$ per annum	first full pay period to commence on or after 14 April 2007 \$ per annum
Intern	1	\$42,511	\$43,999	\$44,879	\$46,450	\$47,379	\$49,037
Medical Practitioner	2	\$46,052	\$47,664	\$48,617	\$50,319	\$51,325	\$53,121
	3	\$49,601	\$51,337	\$52,364	\$54,197	\$55,280	\$57,215
	4	\$55,546	\$57,490	\$58,640	\$60,692	\$61,906	\$64,073
	5	\$59,095	\$61,163	\$62,387	\$64,570	\$65,862	\$68,167
	6	\$62,634	\$64,826	\$66,123	\$68,437	\$69,806	\$72,249
	7	\$66,176	\$68,492	\$69,862	\$72,307	\$73,753	\$76,335
	8	\$68,701	\$71,106	\$72,528	\$75,066	\$76,567	\$79,247
Senior Registrar	1	\$70,553	\$73,022	\$74,483	\$77,090	\$78,631	\$81,384
	2	\$73,778	\$76,360	\$77,887	\$80,613	\$82,226	\$85,104
Senior Medical Practitioner	1	\$82,718	\$85,613	\$87,325	\$90,382	\$92,189	\$95,416
	2	\$86,980	\$90,024	\$91,825	\$95,039	\$96,939	\$100,332
	3	\$94,142	\$97,437	\$99,386	\$102,864	\$104,921	\$108,594

SCHEDULE 3. ALLOWANCES

3.1 Managerial Allowances

	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 14 April 2007
	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit	\$5,073	\$5,251	\$5,434	\$5,625
Large Unit	\$11,893	\$12,309	\$12,740	\$13,186
Divisional/ Clinical Unit	\$20,914	\$21,646	\$22,404	\$23,188

3.2A Remote Call Allowances

	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after date of approval of this Agreement	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 14 April 2007
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Night, part of Saturday, Sunday Public Holiday, part of any other day normally rostered off duty	\$24.95	\$25.80	\$29.35	\$30.40	\$31.45

3.2B Remote Call Allowances

	Current	first full pay period to commence on or after 14 April 2005	first full pay period to commence on or after date of approval of this Agreement	first full pay period to commence on or after 14 April 2006	first full pay period to commence on or after 14 April 2007
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Full Saturday, Sunday, Public Holiday, any other day normally rostered off duty	\$39.60	\$41.00	\$46.60	\$48.25	\$49.90

SCHEDULE 4: CONSULTATIVE WORKING PARTIES

Attraction and Retention Working Party

ISSUE	TIMEFRAME
Medical Officer Classification structure, including career paths	30 Sept 2007
Managerial Allowances	12 months from the date of approval of the EA
Definition of casual	12 months from the date of approval of the EA
Recruitment & Retention Strategies, including: Attracting medical students; Difficult recruitment area incentives; and Intern attraction incentives	Ongoing
Resignation	
SMO Country Incentives	12 months from the date of approval of the EA

Quality & Safety Working Party

ISSUE	TIMEFRAME
Safe staffing levels/skill mix and experience	30 November 2006
Safe working hours / rostering	12 months from the date of approval of the EA
High infective risk patients	30 November 2005

Family Friendly Working Party

ISSUE	TIMEFRAME
OH&S issues for pregnant doctors	30 November 2006
Child care issues	30 September 2007
Part-time work for Junior Doctors and Interns	30 November 2006
Cultural diversity recognition	Ongoing

Maintaining the Profession Working Party

ISSUE	TIMEFRAME
TMO training & development	12 months from the date of approval of the EA
Professional development	12 months from the date of approval of the EA
Job planning	12 months from the date of approval of the EA

Workforce Structure Working Party

ISSUE	TIMEFRAME
Service improvement	30 September 2007
Workforce flexibility	12 months from the date of approval of the EA
Workforce redesign	ongoing
Ongoing public sector reform	ongoing
Annualisation of salaries	30 September 2007