

DEPARTMENT OF HEALTH VISITING CARDIOTHORACIC SURGEONS ENTERPRISE AGREEMENT 2009

File No. 988 of 2009

This Agreement shall come into force on and from 17 March 2009 and have a life extending for a period of until 30 June 2009.

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

DATED 17 MARCH 2009.



A handwritten signature in black ink, consisting of a large loop and several strokes, positioned to the right of the seal.

COMMISSION MEMBER

DEPARTMENT OF HEALTH
VISITING CARDIOTHORACIC SURGEONS ENTERPRISE AGREEMENT 2009

This Agreement is made this day of **2009**, between the Department of Health on the one part and the South Australian Salaried Medical Officers Association on the other part.

CLAUSE 1 - TITLE

This Agreement shall be known as the Department of Health Visiting Cardiothoracic Surgeons Enterprise Agreement 2009.

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CLAUSE 3 - SCOPE AND PERSONS BOUND

- (a) Except as is provided in sub clause (b), this Agreement is binding upon:
- (i) The Chief Executive, Department of Health, in relation to employees bound by this Agreement;
 - (ii) The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the Fair Work Act 1994), in relation to employees bound by this Agreement;
 - (iii) Persons employed or engaged for remuneration or reward as Senior Visiting Cardiothoracic Surgeons and Visiting Cardiothoracic Surgeons whether members of the Association or not
 - (iv) The Association.
- (b) These terms and conditions of employment shall not apply to:
- (i) the University of Adelaide and employees thereof, or the Flinders University of South Australia and employees thereof;
 - (ii) those persons employed pursuant to the terms and conditions of the South Australian Medical Officers' Award;

- (iii) those persons employed by an Employing Authority pursuant to the Department of Health Salaried Medical Officers Enterprise Agreement 2008, or its successor;
- (iv) those employees employed by an Employing Authority pursuant to the Department of Health Clinical Academics Enterprise Agreement 2005, or its successor;
- (v) those employees employed by an Employing Authority pursuant to the Department of Health Visiting Medical Specialists (unregistered) Agreement 2006, or its successor;
- (vi) those employees employed by an Employing Authority pursuant to the Department of Health Visiting Vascular Surgeons Enterprise Agreement 2007, or its successor;
- (vii) those employees employed by an Employing Authority pursuant to the Senior Visiting Neurosurgeons Agreement 2006, or its successor.

CLAUSE 4 - LOCALITY

These terms and conditions of employment shall apply throughout the State of South Australia.

CLAUSE 5 – DURATION

- (a) Subject to this clause, this Agreement shall operate for a period expiring at midnight on 30 June 2009.
- (b) The terms and conditions of employment specified in this Agreement shall have effect on and from date of approval in the Industrial Relations Commission of South Australia, except where otherwise provided herein.
- (c) On expiry of this Agreement the parties will seek to negotiate a new Agreement.
- (d) The parties to this Agreement agree that negotiations for future agreement will commence not earlier than six (6) months before the expiry of this Agreement

CLAUSE 6 - DEFINITIONS

- (a) "Association" means the South Australian Salaried Medical Officers' Association.

- (b) "Department of Health" means the administrative unit bearing that name. "DH" shall have the same meaning.
- (c) "Employee" means either a Senior Visiting Cardiothoracic Surgeon or a Visiting Cardiothoracic Surgeon.
- (d) "Employing Authority" means the Chief Executive, Department of Health, or delegate thereof.
- (e) "Locum" means a medical practitioner engaged to provide professional services for a period of less than twelve months.
- (f) "Senior Visiting Cardiothoracic Surgeon" means a medical practitioner who:

has been registered by the Medical Board of South Australia as a specialist in a field of medicine and who has at least four (4) years experience in the specialty since obtaining his/her specialist qualification;

and

is appointed as a Senior Visiting Cardiothoracic Surgeon under these conditions.

- (g) "Specified Hours of Work" means those hours which constitute the Employee's work commitment to the Employing Authority, and upon which the Employee's payment is determined.
- (h) "this Agreement" means the DH Visiting Cardiothoracic Surgeons Enterprise Agreement 2009.
- (i) "Visiting Cardiothoracic Surgeon" means a medical practitioner who:

has been registered by the Medical Board of South Australia as a specialist in a field of medicine;

and

is appointed as a Visiting Cardiothoracic Surgeon under these conditions.

CLAUSE 7 - APPOINTMENT AND RE-APPOINTMENT

- (a) In the absence of any express agreement in writing between the Employing Authority (or delegate) and any individual Employee to the contrary, the term of appointment for Employees will be three (3) years. Any appointment for a term less than twelve (12) months shall be a locum appointment. Details of locum appointments shall be notified to the Association in writing, however such notification must not identify the Employee concerned. Employees appointed as locums shall be classified and paid pursuant to Schedule 1(A) of this Agreement.
- (b) Subject to this sub-clause, an Employee shall be appointed by an Employing Authority, or a combination thereof, for up to a maximum of twenty (20) hours per week.
 - (i) No appointment, or combination of appointments, shall exceed twenty (20) hours per week unless the prior written approval of the Chief Executive Officer of the Employing Authority has first been obtained. The grant, or not, of approval shall be at the absolute discretion of the Chief Executive Officer of the Employing Authority and no appointment or combination of appointments by the Chief Executive Officer should exceed twenty five (25) hours per week.
 - (ii) No appointment, or combination of appointments, shall exceed twenty five (25) hours per week unless the prior written approval of the Chief Executive of the Department of Health has first been obtained. The grant, or not, of approval shall be at the absolute discretion of the Chief Executive of the Department of Health.
 - (iii) In the absence of the prior written approval, any combination of appointments shall be of no effect whatsoever to the extent that the combination exceeds twenty (20) hours per week and no payment is required to be made in respect of any hours in excess of twenty (20).
- (c) When a Visiting Cardiothoracic Surgeon gains sufficient experience during the term of appointment, to satisfy the definition of a Senior Visiting Cardiothoracic Surgeon (Clause 6 (f) of this Agreement) then the Employee will be regarded as a Senior Visiting Cardiothoracic Surgeon from that time and remunerated accordingly. Such reclassification will have no impact on the Employee's term of appointment.

- (d) An Employee will be required to be available for forty seven (47) weeks per year.
- (e) Subject to sub-clause (f) hereof, all Employees including Employees appointed as locums shall be eligible for re-appointment.
- (f) Where an Employee is: (1) not to be re-appointed at the conclusion of his/her term of appointment, the Employing Authority (or delegate) shall give such Employee at least three (3) months notice, in terms set out in Schedule 3 (A), prior to the conclusion of the term of appointment; and (2) to be re-appointed on different conditions to those applying, the Employing Authority (or delegate) shall give such Employee at least three (3) months notice, in terms set out in Schedule 3 (B).

Provided that a notice to an Employee gives at least three (3) months notice, the notice shall have effect according to its terms notwithstanding that it is not in the terms set out in Schedule 3.

Where such notice is not given, an Employee shall be paid for three (3) months the amount payable under the existing contract for the number of hours the Employee would have worked had he/she been re-appointed on the same conditions.

Notices given in accordance with this sub-clause shall be individually addressed, duly signed by the Chief Executive Officer or delegate and sent to the last known home address of the Employee by certified mail and will be deemed to be delivered within two (2) days of postage.

- (g) An Employee shall give the Employing Authority at least three (3) months notice of intent to resign. Where such notice is not given, an Employee may be required by the Employing Authority to forfeit the equivalent of three (3) months pay.

CLAUSE 8 - REMUNERATION

- (a) Employees shall be paid at the appropriate rate specified in Schedule 1(A) to this Agreement. The rates specified in Schedule 1(A) shall be the rates applicable under the DHS Visiting Medical Specialists Agreement 2003 as at the 30 June 2006, plus the following increases in the hourly rate:
 - 17.3% rate adjustment/service improvement increase on and from the first full pay fortnight following 1 July 2006; plus

- 3.5% salary increase on and from the first full pay fortnight following 1 July 2007; plus
 - 3.5% salary increase on and from the first full pay fortnight following 1 January 2008; plus
 - 3.5% salary increase on and from the first full pay fortnight following 1 January 2009.
- (b) The rates prescribed in Schedule 1(A) are "all-in" payments. That is, the rates include a loading in respect of Recreation Leave and Sick Leave.
- (c) An Employing Authority shall not be liable to make payment of any hourly (or part hourly) rate beyond the hours specified in the Letter of Appointment unless the express prior consent of the Employing Authority (or delegate) has been obtained.
- (d) Monies due and payable pursuant to this Agreement shall be payable fortnightly in arrears and (unless expressly agreed otherwise) shall hereby be authorised by the Employee to be paid into an account with a financial institution specified by the Employee.
- (e) Notwithstanding sub-clause (d) of this clause, any Employee who has given or has been given notice of termination of service shall be paid all monies due to that Employee as soon as possible or in any case not more than three (3) days after the last day of service provided that this sub-clause shall not apply to payments in lieu of accrued long service leave (or payments related to Superannuation).
- (f) Notwithstanding any other clause of this Agreement, the Employing Authority is hereby authorised to deduct from any monies payable any overpayment of monies in accordance with the provisions of the SA Health (Health Care Act) Human Resources Manual.
- (g) The rates of pay, allowances and all other remuneration in this Agreement absorb all salary increases, allowances and other remuneration provided for under the Department of Health Visiting Medical Specialists Agreement 2006.

CLAUSE 9 – HOURS

- (a) An Employee's appointment, or combination of appointments, shall not exceed twenty (20) hours per week unless prior written approval has been granted under Clause 7(b).

- (b) Unless the Employing Authority and any individual Employee agree in writing the minimum period of engagement for each allocation of work shall be 3.5 hours. This may be worked in a flexible manner in accordance with existing custom and practice. No agreements between the Employing Authority and any individual Employee shall be for specified hours of work of less than 2 hours per week. The Employing Authority is to notify the Association in writing of an individual appointment of less than 3.5 hours per week, however such notification must not identify the Employee concerned.
- (c) The allocation of hours to each Employee should be such as to enable the provision of all on-going care of patients reasonably expected to be required on a fixed and constant basis. This should include such things as outpatient consulting, inpatient ward rounds, operating times, pre-operative ward rounds, post-operative care, ward rounds following 'takes' and routine week-end ward rounds, educational activities and incidental administrative duties. The specified hours of work will be allocated on a fixed and constant basis for forty seven (47) weeks per year.
- (d) The number of specified hours of work for which each individual Employee is to be appointed will be determined at the commencement of the term of appointment. There will be no variation to the specified hours allocated to each Employee during the term of appointment, other than where it is mutually agreed between the Employee and the Employing Authority (or delegate).

CLAUSE 10 - RECREATION LEAVE

- (a) In accepting an appointment, or combination of appointments, it is acknowledged by the Employee that the hourly rate applicable to the Employee's appointment includes a loading in respect of recreation leave and the Employee acknowledges and agrees that he/she shall not be entitled to be paid any monies during any period of absence on recreation leave as provided by this clause.
- (b) Up to a maximum of five (5) weeks absence without pay per annum for recreation leave may be taken at times which are mutually convenient to the Employing Authority and the Employee concerned, in periods of not less than one (1) week unless special approval is given by the Employing Authority for lesser periods to be taken.

CLAUSE 11 – SICK AND FAMILY CARERS LEAVE

- (a) In accepting an appointment, or combination of appointments, it is acknowledged by the Employee that the hourly rate applicable to the Employee's appointment includes a loading in respect of sick leave and the Employee acknowledges and agrees that he/she shall not be entitled to be paid any monies during any period of absence on leave as provided by this clause.
- (b) Employees unable to perform their specified hours of work due to illness or injury, or to care for an ill or injured *family* member, will be granted leave of absence without pay.
- (c) The following are to be regarded as a member of the Employee's *family* for the purposes of Clause 11(b):
 - A spouse;
 - A child or step child;
 - A parent or parent-in-law
 - Any other member of the Employee's household
 - A grandparent or grandchild;
 - Any other person who is dependant on the Employee's care.
- (d) Any unused portion of accumulated sick leave credit of individual Employees as of 30 June 1992, shall remain available for their use. The sick leave credit shall be taken and paid in hours during future terms of appointment, providing service is continuous, until exhausted.

CLAUSE 12 – PROFESSIONAL DEVELOPMENT

- (a) Operative from 1 July 2006 to 31 December 2007
 - (i) Employees are entitled to a single period of Conference Leave up to a maximum period of five (5) calendar days per annum and to receive payment for Conference Leave at the rate of payment the Employee would have received for each day that would have been worked but for the period of leave; and

- (ii) Conference Leave may be accumulated for a period of two (2) years and taken either as one block of ten (10) days or as two separate periods each to a maximum of five (5) calendar days.
 - (iii) There is no obligation for the Employing Authority to meet any costs associated with attending a conference in addition to paid leave.
- (b) Operative on and from 1 January 2008
- (i) Employees are entitled to a single period of Professional Development Leave up to a maximum period of ten (10) calendar days per annum and to receive payment for Professional Development Leave at the rate of payment the Employee would have received for each day that would have been worked but for the period of leave; and
 - (ii) Professional Development Leave may be accumulated for a period of two (2) years and taken either as one block of twenty (20) days or as two separate periods each to a maximum of ten (10) calendar days.
 - (iii) The Employing Authority shall meet costs associated with undertaking professional development (in addition to paid leave) in accordance with the following provisions:

Employees contracted up to:	\$per annum (inclusive of any applicable FBT)
3.5 hrs/week	\$800
7.0 hrs/week	\$1,600
10.5 hrs/week	\$2,400
14.0 hrs/week	\$3,200
17.5 hrs/week or more	\$4,000

CLAUSE 13 – PAID MATERNITY AND ADOPTION LEAVE

- (a) An Employee who has completed twelve (12) months continuous service prior to the expected date of birth and is granted maternity leave will be entitled to six (6) weeks paid maternity leave.
- (b) An Employee who has completed twelve (12) months continuous service before taking custody of an adopted child will be eligible to apply for up to six (6) weeks paid adoption leave.

- (c) The following conditions apply to an Employee applying for leave under this Clause:
- (i) the total of paid and unpaid leave is not to exceed 104 calendar weeks.
 - (ii) an Employee will be entitled to six (6) weeks paid maternity leave (up to six (6) weeks paid leave for adoption leave), paid at the Employee's ordinary rate of pay (excluding any allowances or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, or any other leave falling within the period of paid leave.
- (d) Payment is on a pro-rata basis according to the average number of contracted hours worked during the immediately preceding twelve months (disregarding any periods of leave).

CLAUSE 14 - PUBLIC HOLIDAYS

Time off with pay shall be granted for any Public Holiday falling on a day on which an Employee would have otherwise been required to work specified hours. When an Employee is required to work specified hours in an Accident and Emergency Department, on a Public Holiday, the Employee will be entitled to time off with pay equivalent to the number of specified hours worked on the Public Holiday in addition to the normal payment for time worked on the Public Holiday.

CLAUSE 15 - LONG SERVICE LEAVE

- (a) Employees with honorary service prior to 1st January, 1971.

For the purposes of this sub-clause, service for purposes of calculating long service leave entitlements shall include service as an Honorary Medical Officer in an Employing Authority which occurred immediately prior to 1st January, 1971, and is continuous with an Employee's service as an Employee.

Each Employee who has 10 years or more service is entitled to long service leave, as follows:

- (i) Nine (9) days in respect of each year of paid service occurring between 1st January, 1971 and 30th June, 1975.

- (ii) Nine (9) days in respect of each subsequent year of paid service up to and including the fifteenth (15th) year of effective service commencing on or after 1st July, 1975.
- (iii) Fifteen (15) days in respect of the sixteenth (16th) and each subsequent year of service commencing on or after 1st July, 1975.

Notwithstanding the foregoing provisions, an Employee who has not less than 7 years service who terminates his/her service or has his/her service terminated for any reason shall be entitled to payment in lieu of long service leave calculated in accordance with the above provisions. In all other respects and notwithstanding Clause 22 (b), the provisions of the Public Sector Management Act, 1995 shall apply to the long service leave entitlements of such an Employee as if he/she were an Employee appointed under and pursuant to the Public Sector Management Act, 1995.

- (b) Employees initially appointed on or after 1st January, 1971.

Each Employee other than those described in Clause 15 (a) shall, notwithstanding Clause 22 (b), be entitled to long service leave as if he/she were an employee appointed under and pursuant to the Public Sector Management Act, 1995.

CLAUSE 16 - LEAVE FOR MEMBERS OF THE AUSTRALIAN ARMED FORCES RESERVE

- (a) An Employee who is a volunteer member of the Army Reserve (or its Naval or Air Force counterpart) and as such is required to attend a compulsory camp (normally for two (2) weeks per annum) and occasionally a non-compulsory camp, may be granted leave of:
 - (i) up to fourteen (14) calendar days in any financial year for one camp of continuous training. Payment for such leave shall be at the rate of payment which would have been received for the usual specified hours worked had the Employee been on duty for the full period of leave; and
 - (ii) up to a further fourteen (14) days in any financial year for additional training (not necessarily continuous) with any difference to pay made up.
- (b) Military leave additional to that contained in sub-clause (a) above required by an Employee must be taken without pay, or the Employee may apply for long service leave (if eligible) for the period of training.

- (c) Military leave granted under the provisions of this clause will count as service for all purposes.

CLAUSE 17 - ABSENCE WITHOUT PAY

Absence without pay may be granted at the discretion of the Employing Authority for a period or periods which do not exceed a total of two (2) weeks for each year of service, in addition to a maximum absence without pay for recreation purposes of five (5) weeks. Absences without pay in excess of this period may be granted at the discretion of the Employing Authority, and for such period as is determined by the Employing Authority and the Employing Authority may determine for what purposes, if any, such absence shall count as service for long service leave and/or classification definition purposes.

CLAUSE 18 – TEACHING AND RESEARCH

- (a) The parties to this Agreement acknowledge the important role of Employee-provided training of junior medical staff and specialist trainees in the achievement and maintenance of a sufficient medical workforce. It is acknowledged that adequate levels of training for junior medical staff are necessary to the maintenance of acceptable standards of quality and safety.
- (b) An Employing Authority will require an Employee to engage in medical education/teaching as directed. The contract of employment shall identify the specific tasks to be undertaken and the proportion of time that the Employing Authority instructs the Employee to commit to those tasks. Such time shall come within the span of hours for which the Employee is paid by the Employing Authority.
- (c) The parties will encourage a commitment of 15% of Employee hours worked, to be directed to the provision of teaching and training.
- (d) DH acknowledges the valuable contribution of Employees to the public sector in undertaking research activities. The parties to this Agreement are therefore committed to encouraging and promoting ongoing participation of Employees in research activities, which benefit the Employing Authority.

CLAUSE 19 – PROTECTIVE CLOTHING AND LAUNDRY

An Employee shall, where required, be provided with sufficient suitable protective clothing free of charge and such protective clothing shall be laundered at the expense of the Employing Authority. Protective clothing shall remain the property of the Employing Authority.

CLAUSE 20 – ON CALL ALLOWANCES AND RECALL PROVISIONS

- (a) Each Employee shall be available to be rostered on-call by the Employing Authority. The additional payments prescribed in Schedule 2 shall be paid to an Employee who is rostered by the Employing Authority to be on-call and who may be required to return to his/her place of employment. For the purposes of this clause, on-call is time spent by Employees who are required by the Employing Authority to hold themselves readily available for recall but without being restricted to the precincts of the Employing Authority's premises.
- (b) An Employee required to attend at an Employing Authority to perform recall duties shall be paid a recall payment, as prescribed in Schedule 2, by the Employing Authority which initiates the recall.
- (c) All on-call periods must be recorded.
- (d) Any time spent whilst recalled to an Employing Authority must be recorded, including the date, time commenced and finished, patient name and unit record number.
- (e) No Employee is to receive payment for being on-call from more than one Employing Authority in relation to the same period of on call duty.
- (f) On-call and recall payments will form part of the ordinary earnings for the purposes of calculating Superannuation contributions and Salary Sacrifice.
- (g) Unless explicitly agreed by the Employee, an Employee on a period of approved leave will not be required to make him or herself available for on-call contact by the Employing Authority.
- (h) Except in a genuine emergency, an Employee is under no obligation to accept telephone calls from, or to be recalled to the Employing Authority, if the Employee is not on a period of on-call.

- (i) Commencement of a recall will be deemed to be the time from which the Employee commences travelling to the Employing Authority and ends when the Employee returns to their place of residence.
- (j) An Employee who travels to work as a result of receiving a recall to work will:
 - (i) be reimbursed at the rate specified in the SA Health (Health Care Act) 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 Employee will be required to use a private vehicle for work purposes; or
 - (ii) be permitted to use a taxi at the Employing Authority's expense to travel to and from the workplace; or
 - (iii) 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).
- (k) An Employee on call who receives more than three (3) telephone calls during a period of on call which do not result in a recall will be paid for each additional call for fifteen (15) minutes at the rate of an additional 50% of the Employee's hourly rate as prescribed in Schedule 1(A).
- (l) An Employee on call who undertakes work from home through telemedicine will be entitled to be paid at the rate of an additional 50% of the Employee's hourly rate as prescribed in Schedule 1(A) provided that the total time spent so working is at least thirty (30) minutes. Once thirty (30) minutes has been worked through telemedicine either in a continuous period or in more than one period during the on call period, payment will be made for the total time worked. This provision will not be subject to a minimum three (3) hour payment.

CLAUSE 21 – TELEPHONE REIMBURSEMENT

An Employee will be reimbursed for telephone rental limited to the basic service and equipment charge, unless other circumstances exist that require an Employee to have extra connections or equipment necessary for health unit use. Tax invoices or receipts, as appropriate, are to be provided by Employees as substantiation for amounts claimed.

CLAUSE 22 - SUPERANNUATION

- (a) All Employees, other than those identified in (c), appointed under the conditions of this Agreement will have a minimum of ten (10) percent per annum of their salary paid into either the Southern State Superannuation Scheme (operational on and from 1 July 1995) or for those who are active contributors to the State Superannuation Scheme, salary shall be reduced by the value of the Employer contribution payable in respect of that Scheme.
- (b) In addition, Employees (other than those identified in (c)) may elect to sacrifice up to one hundred (100) per cent of their salary to:
 - (i) the Southern State Superannuation Scheme via payroll; or
 - (ii) a complying scheme of their choice via their salary sacrifice provider.

The maximum superannuation contribution available under this clause is reduced by any amount salary sacrificed under Clause 23.

- (c) Employees who have attained the age of seventy-five (75) years, as of that day, are, due to Federal legislation, not able to make any contributions to superannuation funds and hence the provisions of sub-clause (a) and (b) above do not apply.

CLAUSE 23 - SALARY SACRIFICE

- (a) 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 packaging arrangements to be put in place.
- (b) Employees will have access only to the General Public Sector Salary Sacrifice Scheme (GPSSSS).
- (c) A feature of GPSSSS is that Employees are liable for any applicable fringe benefits tax.
- (d) Salary for the purposes of calculating the amount which may be sacrificed will include all earnings under this Agreement.

- (e) Where, on cessation of employment, the Employing Authority makes a payment in lieu of notice, or a payment in respect of any accrued long service leave (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.

CLAUSE 24 - DUTIES

- (a) Employees shall comply with the provisions of the Health Care Act, the Occupational Health, Safety and Welfare Act, the Equal Opportunity Act, other applicable legislation, and professional standards of behaviour and practice; observe and conform to all laws and customs of the medical profession; and fulfil and obey all lawful directions and orders of the Employing Authority. An Employee shall notify the Employing Authority of any disciplinary action or suspension by the Medical Board or Medical Tribunal. Employees shall not disclose or divulge any personal information, relating to any patient, obtained in the course of employment other than when the Employee is authorised or required to divulge that information by law or by the Employing Authority. Moreover, an Employee shall not disclose any professional secrets or information with respect to an Employing Authority.
- (b) The Employing Authority may require an Employee to undertake work and provide services which are appropriate to the ongoing professional services for which the Employee was substantially engaged.
- (c) The Employing Authority will provide the Employee on appointment with a job and person specification relevant to their position.

CLAUSE 25 - FACILITATION OF CHANGES

- (a) The parties to this Agreement acknowledge that changes in the health sector may be required to ensure the efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual benefit in ensuring that health services are provided efficiently and effectively and that the Department of Health, Employing Authorities and Employees have a contribution to make in this regard. The involvement of Employees will contribute to:
- improved decision making;

- greater cooperation between Employing Authorities and Employees; and
- a more harmonious, effective, efficient, safe and productive workplace.

Accordingly the parties commit themselves to a process of regular consultation with one another and affected Employees on all matters of mutual concern and interest.

- (b) The parties bound by this Agreement are committed to the ongoing identification of efficiencies and as such any or all of the terms of this Agreement may be altered during the life of the Agreement by mutual consent of the parties and it is agreed that upon such consent, the alteration shall have effect in relation to an Employee.
- (c) Workforce enhancement measures;
 - (i) Nothing set out elsewhere in this Agreement shall act to limit the capacity of the Employing Authority to offer, or for the parties to this Agreement to negotiate for, new strategies or proposals directed to the recruitment and retention of Employees generally or in particular specialty groups within the VMS workforce.
 - (ii) The parties to this Agreement acknowledge the Association as the primary representative of those Employees covered by this Agreement.
 - (iii) Where recruitment and retention strategies or proposals are agreed between the parties, such strategies or proposals will apply to the Employee or Employees as agreed between the parties to be the subject of that particular strategy or proposal.
 - (iv) Any recruitment and retention strategies or proposals shall not automatically extend beyond the life of this Agreement and any extension of such arrangements will require the specific agreement of the relevant Employee and the Employing Authority.
 - (v) The Employing Authority or the Department of Health shall inform the Association regarding recruitment and retention strategies or proposals.

CLAUSE 26 - INTRODUCTION OF CHANGE

- (a) Consultation

- (i) The parties commit to the following consultative principles;

- Consultation involves the sharing of information and the exchange of views between Employing Authorities and Employees and the Association and the genuine opportunity for them to contribute effectively to any decision-making process.
- Employing Authorities will consult in good faith, not simply advise what will be done.
- It is an accepted principle that effective workplace relations can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- Workplace change which will affect a significant number of Employees should not be implemented before appropriate consultation has occurred with Employees and the Association.
- The Association 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 service that Employees provide.

(b) Notification of intended change

- (i) Where an Employing Authority has made a definite decision to implement changes in program, organisation, structure or technology that are likely to have significant effects on Employees, the Employing Authority must, as soon as practicable, notify the Employees who may be affected by the proposed changes and the Association.
- (ii) “Significant Effects” includes major changes in the composition, operation or size of the Employing Authority’s workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. However, where this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
- (iii) Where Employees propose changes to service delivery and the use of technology that are likely to have significant effects on the Employing Authority, Employees must, as soon as practicable, notify the Employing Authority.

(c) Consultation with Employees and the Association.

- (i) The Employing Authority must discuss with the Employees affected and the Association, among other things, the introduction of the changes referred to in Clause 26(b)(i), the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or the Association in relation to the changes.
 - (ii) The discussion must commence as early as practicable after a definite decision has been made by the Employing Authority to make the changes referred to in Clause 26(b)(i).
 - (iii) For the purposes of such discussion, the Employing Authority must provide in writing to the Employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on Employees and any other matter likely to affect Employees except that any Employing Authority is not required to disclose confidential information disclosure of which, when looked at objectively, would be harmful to the Employing Authority's interests.
- (d) Consultation with the Employing Authority.
- (i) Employees must discuss with the Employing Authority, among other things, the introduction of the changes referred to in Clause 26(b)(iii), the effects the changes are likely to have on the Employing Authority, measures to avert or mitigate the adverse effects of such changes on the Employing Authority and must give prompt consideration to matters raised by the Employing Authority in relation to the changes.
 - (ii) The discussion must commence as early as practicable after a definite decision has been made by the Employee(s) to make the changes referred to in Clause 26(b)(iii).
 - (iii) For the purposes of such discussion, the Employee(s) must provide in writing to the Employing Authority concerned all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on the Employing Authority and any other matter likely to affect the Employing Authority except that any Employee is not required to disclose confidential

information disclosure of which, when looked at objectively, would be harmful to the Employee's interests.

CLAUSE 27 - PRODUCTIVITY IMPROVEMENTS

- (a) The parties are committed to the implementation of real productivity and efficiency improvements;
 - (i) as determined by management at the local level (e.g. hospitals incorporated under the Health Care Act) and where these are discussed and agreed through the consultative provisions of this Agreement.
 - (ii) following the establishment of new organisational arrangements and initiatives under the Department of Health and Health Regions, consistent with this Agreement.
- (b) The Association broadly accepts the intent of the Department of Health Management Agenda.
- (c) The parties agree that the following will be implemented:
 - (i) The development and implementation of processes and practices to improve the quality and safety of patient care;
 - (ii) The development and implementation of arrangements that improve clinical outcomes;
 - (iii) Improved support for the teaching and training of junior medical staff, specialist trainees and medical students;
 - (iv) A greater focus on patients with respect to patients' rights, patient complaints/suggestions and consumer participation;
 - (v) Improved awareness, support and reporting in relation to risk management;
 - (vi) Improved support for clinical research activities; and
 - (vii) Improved arrangements relating to clinical networks, on-call/recall and leave.

(d) The parties express general support and commitment to the following Principles and Values:

(i) The Principles include:

- 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.

(ii) The Values include:

- An understanding of health and well-being, which includes a social health perspective;
- Equity of access to health services;
- Equity 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.

The Department of Health, in accordance with Clause 26, will consult with the Association in relation to changes to the health system to give effect to these principles and values.

CLAUSE 28 - PRE-EMPLOYMENT SCREENINGS

(a) The Employing Authorities' duty to give care to 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 clients and staff of the Employing Authority.

- (b) Information gathered by Employing Authorities must be relevant to a need to check and assess any risk factors and must remain confidential to the Employing Authority and to the individual prospective Employees and will not be provided to third parties.
- (c) The prospective Employee's consent will be obtained before seeking any such information.

CLAUSE 29 - ACKNOWLEDGEMENT

The parties to this Agreement, and each Employee whose terms and conditions of employment includes, or is governed by, the terms and conditions of this Agreement:

- (a) freely, expressly and unreservedly acknowledge that the provisions of this Agreement are more favourable to the Employee in respect of each of the minimum standards provided for in the *Fair Work Act 1994*; and
- (b) acknowledge that he/she has read and understood the terms and conditions contained herein.

CLAUSE 30 – TERMINATION

In the event of a breach of Clause 24 of this Agreement, an Employee can be terminated in accordance with the provisions contained in Part 4-1-7 “Managing Poor Performance, Discipline and Termination” of the SA Health (Health Care Act) Human Resources Manual.

CLAUSE 31 – APPOINTMENTS UNDER THE DH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT AND/OR THE DH CLINICAL ACADEMICS ENTERPRISE AGREEMENT

No Employee may hold an appointment under the DH Salaried Medical Officers Enterprise Agreement 2008, or its successor, or the DH Clinical Academics Enterprise Agreement 2005, or its successor, at the same time that the Employee has an appointment under this Agreement unless the prior written approval of the Chief Executive of the Department of Health has first been obtained. The approval shall be at the absolute discretion of the Chief Executive of the Department of Health.

CLAUSE 32 – OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- (a) 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.

- (b) 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 prevention, rehabilitation and return to work strategies.
- (c) In establishing and maintaining a safe and healthy work environment, Employing Authorities will not require an Employee to have an unreasonable workload in the ordinary discharge of the Employee’s duties.

CLAUSE 33 – NO EXTRA CLAIMS

- (a) The parties to this Agreement, and the Employees whose terms and conditions of employment include this Agreement, agree to comply with and promote the terms of this Agreement and further agree not to promote, pursue nor make claim for other terms or conditions for the period of this Agreement, save and except in accordance with this Agreement or by voluntary mutual consent of each of the Department of Health *and* the South Australian Salaried Medical Officers Association.
- (b) This Agreement will not be used as a precedent in any matter whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

CLAUSE 34 – GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- (a) 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.

- (b) 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.
- (c) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Clause.
- (d) Any grievance or dispute will be handled as follows:
- 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 incorporated under the Health Care Act management representative means the Chief Executive Officer or their delegate.
 - Stage 3 Discussions involving nominated delegates with a representative of Workforce Development 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- (i) 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 relevant SA Health (Health Care Act) Human Resources Manual.

SIGNATORIES

SIGNED BY THE CHIEF EXECUTIVE, DEPARTMENT OF HEALTH

WITNESS

DATED THIS-----DAY OF-----2009

SIGNED FOR BY EXECUTIVE DIRECTOR, PUBLIC SECTOR WORKFORCE DIVISION AS
DELEGATE OF THE CHIEF EXECUTIVE, DEPARTMENT OF THE PREMIER AND
CABINET

WITNESS

DATED THIS-----DAY OF-----2009

SIGNED FOR AND ON BEHALF OF THE SOUTH AUSTRALIAN SALARIED MEDICAL
OFFICERS ASSOCIATION

WITNESS

DATED THIS-----DAY OF-----2009

SCHEDULE 1

(A) Hourly Rate

The following "all-in" rates shall be payable per hour, (and pro-rata to the nearest ¼ hour for any period less than an hour), provided that no payment shall be made in respect of any period in excess of twenty (20) hours per week except as provided in this Agreement;

CLASSIFICATION	Current	On and From the First Full Pay Fortnight Following			
		1 July '06	1 July '07	1 Jan '08	1 Jan '09
	\$	\$	\$	\$	\$
Visiting Cardiothoracic Surgeon					
<i>Contracted up to:</i>					
3.5 hrs/week	108.75	127.51	131.98	136.60	141.38
7.0 hrs/week	114.05	133.73	138.41	143.25	148.27
10.5 hrs/week	122.40	143.52	148.54	153.74	159.12
14.0 hrs/week	126.65	148.50	153.70	159.08	164.65
17.5 hrs/week or more	129.10	151.38	156.67	162.16	167.83
Snr Visiting Cardiothoracic Surgeon					
<i>Contracted up to:</i>					
3.5 hrs/week	131.10	153.72	159.10	164.67	170.43
7.0 hrs/week	142.55	167.15	173.00	179.05	185.32
10.5 hrs/week	150.80	176.82	183.01	189.41	196.04
14.0 hrs/week	155.05	181.80	188.17	194.75	201.57
17.5 hrs/week or more	157.25	184.38	190.84	197.52	204.43

Locum (as defined in Clause 6(e) herein) as per above classification and hours/week.

(B) Managerial Allowances

(a) Small Unit or Sub-Unit of a Large Unit

- (i) A Senior Visiting Cardiothoracic Surgeon who is appointed in writing to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be required to maintain an active clinical role within the Senior Visiting Cardiothoracic Surgeon's speciality and undertake duties that include

direct line responsibility for a sub-unit/department of a health unit, and involvement in a number of, but not necessarily all of the following:-

- (a) Cost Centre management; including, budget preparation, management of allocated funds, preparation of capital works proposals.
 - (b) Line personnel management responsibilities and/or supervision of subordinate staff.
 - (c) Planning and policy development at the Unit level, and, where applicable, at the health unit.
 - (d) Responsibility for management of a strategic implementation program.
 - (e) Responsibility for the co-ordination of research.
 - (f) Ensuring that teaching commitments are met.
 - (g) Contributing to the overall efficiency and effective operation of the health unit as a member of the management team.
 - (h) Considerable in-patient and/or out-patient workload activity.
- (ii) A Senior Visiting Cardiothoracic Surgeon who is appointed by an Employing Authority (or delegate), to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be paid an allowance as specified below (which will apply independently of the specified hours of work).

(b) Large Unit

- (i) A Senior Visiting Cardiothoracic Surgeon appointed in writing to undertake the additional responsibilities associated with the management of a large unit will be required to maintain an active clinical role within the Senior Visiting Cardiothoracic Surgeon's specialty, and in addition to the criteria identified for a small unit/sub-unit above, will be involved in the management of significant numbers and categories of subordinate staff and in some, but not necessarily all, of the following:-

- (a) Management control over a major budget allocation and expenditure.
 - (b) Management of extensive research projects.
 - (c) Management of associated sub-unit(s).
 - (d) Responsibility for State, National or International services or research which is required by the Employing Authority.
- (ii) A Senior Visiting Cardiothoracic Surgeon who is appointed in writing by an Employing Authority (or delegate), to undertake additional managerial responsibilities associated with the management of a large unit will be paid an allowance as specified below (which will apply independently of the specified hours of work).
- (c) Divisional/Clinical Director
- (i) A Divisional/Clinical Director is responsible to the Chief Executive Officer for the total management of a Division. Employees appointed in writing to this level will be required to maintain an active clinical role within their specialty and perform duties which will generally include but are not confined to:
 - (a) accountable to the Chief Executive Officer for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division;
 - (b) responsibility, with the joint head of Division, for the quality of services provided by the Division;
 - (c) participating as a member of the Employing Authority's Executive;
 - (d) responsibility, with the joint head of Division, for the recruitment, appointment, retention and co-ordination of the development, including appraisals, of all staff in the Division within overall Employing Authorities human resource guidelines;

- (e) in consultation with Employing Authorities Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with Employing Authority wide application;
- (ii) Employees appointed in writing to this level will also be required to collaborate with the joint head of Division:
 - (a) in the management of the allocation of resources, including capital expenditure, within the Division through the planning and budgeting process including negotiating with the Chief Executive Officer and Employing Authorities Executive, the budget and activity profile for the service;
 - (b) to establish policies, goals and objectives for the Division and develop annual operating and long-term strategic plans for the service within the Employing Authorities operating plan;
 - (c) in relation to the initiation and promotion of research activities and special projects specific to the Division; and
 - (d) to ensure that teaching commitments for undergraduate and post-graduate courses, specific to the Division, are met.
- (iii) Where there is no joint head of Division appointed to jointly manage the Division, the Divisional/Clinical Director will undertake sole responsibility for all of the duties attaching to the position.
- (iv) For the purposes of this sub-clause:
 - a “Division” means a group of Departments, wards, clinics, theatres and/or procedural areas which are arranged to form a discreet business unit of the Employing Authorities and may include a variable number of small and large units as described above; and
 - a “joint head of Division” means an Assistant Director of Nursing (functional services unit), Registered Nurse (level 4 Grade 3) or Scientific Officer or the like, who has the responsibility of jointly managing the Division.

- (v) A Senior Visiting Cardiothoracic Surgeon who is appointed in writing by an Employing Authority (or delegate), to undertake additional managerial responsibilities associated with the management of a Division will be paid an allowance as specified below (which will apply independently of the specified hours of work).

Managerial Allowance	On and From First Pay Period Following		
	Current \$/annum	1 July 2006 \$/annum	14 April 2007 \$/annum
Small unit	5,073	5,434	5,625
Large unit	11,893	12,740	13,186
Divisional/Clinical Unit	20,914	22,404	23,188

- (vi) These Managerial Allowances will absorb any local payment arrangements that may have been entered into (for the performance of managerial responsibilities) that have not been consistent with the provisions of the current Agreement.

SCHEDULE 2

ON-CALL AND RECALL ARRANGEMENTS

A. “IMMEDIATE” CALL ARRANGEMENTS

1. Employing Authorities are responsible for determining which of its Employees shall be deemed to be on “immediate” call in accordance with the following criteria:
 - (i) “Immediate” call is time spent by an Employee who is rostered on call pursuant to Clause 20 and who:
 - is required to be on call more than once a week (on call 1 day in every 6); **and**
 - is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; **and**
 - is able to return to the health unit within 30 minutes.
2. Those Employees who are deemed as being on “immediate” call will receive the payments detailed in A(3) and (4).
3. “Immediate” On Call
 - (i) An Employee who is rostered on “immediate” on-call shall receive by way of additional payment:
 - \$10.00 per hour whilst on call midnight Sunday to midnight Friday;
 - \$15.00 per hour whilst on call midnight Friday to midnight Sunday;
 - \$25.00 per hour whilst on call on Public Holidays.
4. “Immediate” Recall
 - (i) Where an Employee, who is deemed to be on “immediate” call in accordance with A(1), and is recalled to duty and spends time working at an Employing Authority, the following payments shall apply:

- The Employee's appropriate hourly rate as detailed in Schedule 1(A), plus an additional payment calculated at 50 percent of the hourly rate when recalled between 8am and midnight;
- The Employee's appropriate hourly rate as detailed in Schedule 1(A), plus an additional payment calculated at 100 percent of the hourly rate for each hour, or part thereof, beyond three (3) hours continuous or cumulative service when recalled between 8am and midnight;
- The Employee's appropriate hourly rate as detailed in Schedule 1(A) plus an additional payment calculated at 100 percent of the hourly rate for recalls commencing after, or for the time extending beyond midnight; and
- The Employee's appropriate hourly rate as detailed in Schedule 1(A) plus an additional payment calculated at 150 percent of the hourly rate for each hour, or part thereof, beyond three (3) hours continuous or cumulative service performed after midnight, regardless of the time that the recall is completed.
- The Employee's appropriate hourly rate as detailed in Schedule 1(A) plus an additional payment calculated at 150 percent of the hourly rate when recalled on a Public Holiday.

(ii) Minimum recall payment of three (3) hours.

B. COMMONWEALTH MEDICARE BENEFIT SCHEDULE (CMBS) RELATED CALL ARRANGEMENTS

1. An Employee who is available to be recalled by an Employing Authority, to perform 'immediate' recall duties (in accordance with part A) may elect to be paid a recall payment on the following basis:
 - (i) for procedural work – to be based on Fee For Service CMBS item numbers.
 - Such payment is in lieu of the payment which would otherwise be made under A(4) of this schedule.
 - All on-call periods must be recorded on the prescribed timesheet.

- Any time spent whilst recalled must be recorded on the prescribed timesheet including the date, patient name, unit record number and CMBS item number(s).
 - On-call and recall payments will form part of the ordinary earnings for the purposes of calculating Superannuation contributions and Salary Sacrifice.
- (ii) for consultation work – to be based on a minimum of three (3) hours at 150% of the Employee's appropriate hourly rate as detailed in Schedule 1(A).
2. Eligible Employees may elect to receive payment as per B(1) effective 1 July 2006, 1 July 2007 and 1 July 2008. Employees electing to do so must give at least one (1) month's notice to the Employing Authority. Where no such election is made Employees will continue to receive payment for recall in accordance with A(4) of this Schedule.
 3. Payment for recall involving procedural work (as per 1.) outside of the Employees specified hours of work will be paid on the basis of a maximum of three (3) item numbers as follows:
 - CMBS payment plus 50% for the first item number
 - 75% of the CMBS payment plus 50% (of the 75%) for the second item number
 - 75% of the CMBS payment plus 50% (of the 75%) for the third item number.

The Employee will provide billings for Fee for Service on a fortnightly basis setting out:

- Date and time of recall
- Name and UR number of the patient
- CMBS item numbers.

C. HIGH FREQUENCY EMERGENCY CALL BACK ALLOWANCE

1. An Employee who performs High Frequency Emergency Call Back as outlined as follows shall receive by way of additional payment an allowance of \$85,000p.a. paid in equal fortnightly instalments.
2. This allowance will operate on and from the first full pay fortnight following 1 January 2008.
3. The High Frequency Emergency Call Back Allowance applies to Employees in recognition of the need to provide a safe, high quality, specialist led 24/7 emergency service, and has regard to the high urgent call back (i.e. clinically required within 30 minutes) workload of the Employees and the reliance on this group for out of hours cover.

4. Employees will personally attend patients and undertake procedures in response to life/limb threatening events, where there is no suitable advanced training registrar.
5. Employees will be available for on-call rostering of up to a frequency of 1:4 (with the flexibility to self-manage absences or vacancies) and may be recalled urgently on average up to a frequency of once in every three 24 hour rostered on call periods.
6. Appropriate on-call/recall arrangements to cover the metropolitan area to ensure the delivery of emergency cardiothoracic surgery services will be developed (including back-up arrangements when Employees on-call have been recalled).
7. Employees will support the attraction and retention of a sufficient level of relevant specialty Consultants and the training & development of specialty registrars.
8. Employees and Employing Authorities will work cooperatively to achieve best-practice outcomes including clinical audit, length of stay, Day of Surgery Admission and day surgery indicators.
9. Where issues arise in relation to the application of the High Frequency Emergency Call Back Allowance (including any aspect of its performance) either party may seek and the other party will cooperate with the review of those matters.

SCHEDULE 3

The letters referred to in this schedule shall be individually addressed, duly signed by the Chief Executive Officer or delegate and sent to the last known home address of the Employee by certified mail and will be deemed to be delivered within two (2) days of postage.

SCHEDULE 3(A)

LETTER (A)

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Dear Dr.....,

I refer to your current appointment as a (Senior) Visiting Cardiothoracic Surgeon under the terms and conditions of the Department of Health Visiting Cardiothoracic Surgeons Enterprise Agreement 2009.

Pursuant to the provisions of Clause 7(f) of that Agreement I confirm that your current appointment concludes on (date) and you will not be re-appointed at the conclusion of your current term of appointment.

I would like to take this opportunity to thank you for your service and commitment to this health unit and wish you well in the future.

Yours sincerely

Chief Executive Officer

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SCHEDULE 3(B)

LETTER (B)

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Dear.....,

I refer to your current appointment as a (Senior) Visiting Cardiothoracic Surgeon under the terms and conditions of the Department of Health Visiting Cardiothoracic Surgeon Enterprise Agreement 2009.

You are hereby advised that your current term of appointment expires on *(insert date)* and thus you will cease to be engaged by this Health Unit *(insert name of Employing Authority)* on the conditions of your current appointment. You are however invited to apply for a new position under the current terms of the Department of Health Visiting Cardiothoracic Surgeon Enterprise Agreement 2009 which will be offered on the basis of *(insert number of hours)* hours per week. The successful applicant will be required to work in *(insert which department and specialty)* at *(insert times if applicable)*. The term of appointment will be from *(insert term of appointment)*.

I would like to take this opportunity to thank you for your service and commitment to this health unit and wish you well for the future.

Yours sincerely

Chief Executive Officer

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