



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
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# SA HEALTH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2017

File No. 6168 of 2017

**This Agreement shall come into force on and from the first pay period commencing on or after Friday 22 December 2017 and have a life extending for a period of thirty six months therefrom.**

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



DATED 22 DECEMBER 2017.

A handwritten signature in black ink, appearing to read 'P. J. McHugh', written over a horizontal line.

COMMISSIONER

# **SA HEALTH SALARIED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2017**



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of South Australia**

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## PART A: PRELIMINARY

### 1. ENTERPRISE AGREEMENT

- 1.1 This Agreement is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved by the South Australian Employment Tribunal.
- 1.2 This Agreement may be referred to as the “SA Health Salaried Medical Officers Enterprise Agreement 2017”.
- 1.3 The term of this Agreement shall be for a period commencing on the date of approval of this Agreement by the South Australian Employment Tribunal and nominally expiring three years from the date of approval.
- 1.4 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.
- 1.5 This Agreement is to be read and interpreted in conjunction with the South Australian Medical Officers Award.

### 2. PARTIES BOUND

- 2.1 Subject to clause 2.2, this Agreement is binding upon:
- 2.1.1 The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the *Fair Work Act 1994*) and the Chief Executive, Department for Health and Ageing in relation to employees bound by this Agreement.
- 2.1.2 Employees covered by the South Australian Medical Officers Award, as detailed in Schedule 1 and 2 whether members of an association or not; and
- 2.1.3 The Association.
- 2.2 This Agreement is **not** binding on:
- 2.2.1 Those persons employed pursuant to the SA Health Visiting Medical Specialists Enterprise Agreement 2017, or its successor.
- 2.2.2 Those persons employed pursuant to the SA Health Senior Visiting Neurosurgeons Agreement 2013, or its successor.
- 2.2.3 Those persons employed pursuant to the Department of Health Clinical Academics Enterprise Agreement 2014, or its successor.
- 2.2.4 The University of Adelaide and employees thereof.
- 2.2.5 The Flinders University of South Australia and employees thereof.
- 2.3 For the purpose of this Agreement the Enterprise is defined as the Department for Health and Ageing, all hospitals incorporated under the *Health Care Act 2008*, SA Ambulance Service and the employees bound by this Agreement.

### 3. DEFINITIONS

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

“Act”	Means the <i>Fair Work Act 1994</i> ;
“approval”	Means approval by the South Australian Employment Tribunal;
“Association”	Means the South Australian Salaried Medical Officers Association;
“Award”	Means the South Australian Medical Officers Award;
“Consultant”	Means those employees employed as Consultants or Senior Consultants as defined in Part C of this Agreement;
“DHA”	Means the Department for Health and Ageing;
“employee”	Means an employee bound by this Agreement;
“employing authority”	Means the applicable employer bound by this Enterprise

	Agreement, or delegate thereof;
“GPSSSS”	Means General Public Sector Salary Sacrifice Scheme;
“SA Health”	Means the South Australian public health sector and includes DHA, health units and health unit sites;
“SAET”	Means the South Australian Employment Tribunal;
“health unit”	Means an incorporated hospital or SA Ambulance Service as defined in the <i>Health Care Act 2008</i> . Health Networks are incorporated hospitals;
“health unit site”	Means a site at which the activities of an incorporated hospital or SA Ambulance Service are undertaken;
“HR Manual”	Means the SA Health (Health Care Act) Human Resources Manual, or successor;
“Medical Practitioner Group” “MPG” has the same meaning	Means those employees employed as Interns, Limited Registration Medical Practitioners, Medical Practitioners, Senior Medical Practitioners or Senior Registrars; or a single member of that group as defined in Part E of this Agreement;
“MOSSSS”	Means Medical Officer Specific Salary Sacrifice Scheme;
“this Agreement”	Means the SA Health Salaried Medical Officers Enterprise Agreement 2017.

## PART B: PROVISIONS APPLYING TO ALL EMPLOYEES

### 4. OBJECTS, COMMITMENTS AND ONGOING IMPROVEMENT

- 4.1 The objects of this Agreement are to enable SA Health and employees party to this Agreement to be, and contribute to, a dynamic, productive, flexible and responsive health service; to meet the service delivery objectives of SA Health; and to support and develop a capable, flexible and mobile medical workforce.
- 4.2 The parties acknowledge that the provision of health services in South Australia is subject to ongoing development and restructuring to pursue and provide quality public health services and outcomes; and acknowledge the importance of the whole of state reform agenda articulated in the South Australia Strategic Plan and the SA Health Strategic Plan 2017-2020 (and successor policies and objectives).
- 4.3 The parties are committed to engaging effectively in ongoing improvement; clinical change and workforce reform initiatives to achieve ongoing health service improvements in productivity and efficiencies consistent with the objectives of SA Health’s Strategic Plan, state-wide Service/Clinical Network plans and Model of Care initiatives. This includes the identification and implementation of measures and initiatives to improve: safety and quality of care; productivity; efficiency; workforce flexibility, development and performance; the health of Aboriginal people; and primary, mental health and hospital care; and to develop and implement integrated state-wide and/or health network services.
- 4.4 The parties acknowledge the fundamental importance of the need to promote, support and establish medical leadership within the workplace and the associated need to establish broad medical officer and employer partnerships based on good faith, mutual respect and constructive engagement.
- 4.5 Accordingly, the parties will actively promote and encourage open discussions, collegial and collective responses to workplace challenges and issues.
- 4.6 The parties recognise that medical officers are bound by their ethical and professional obligations whose primary duty is to make the care of patients their first concern and to practice medicine safely and effectively.
- 4.7 **Criteria Led Discharge**
- 4.7.1 For the purposes of this clause 4.7, “criteria led discharge” refers to the use of non-medical staff to discharge patients according to set criteria.

- 4.7.2 The Association and SA Health will work jointly to improve service delivery and achieve best practice through the identification and implementation of criteria led discharge wherever medically appropriate across the SA Health networks.
- 4.7.3 The process, principles and implementation of criteria led discharge agreed between the Association and SA Health will ensure patient care and safety is maintained and will be consistent with the professional responsibilities and obligations required of medical officers to patients and the community.
- 4.7.4 The Association and SA Health commit to using criteria led discharge to achieve improvement in the rates of patient discharge over weekends during the life of the Agreement, with the object of achieving an improvement of not less than 10% (inclusive of weekends).
- 4.7.5 Within six months of the date of approval of this Agreement, a committee with equal representation from the Association and SA Health will be formed to develop and implement appropriate models and strategies for criteria led discharge.
- 4.7.6 The committee will develop terms of reference for its operation, including the governance of any sub-working groups required to undertake specialty-specific work to inform or support the committee's work.
- 4.7.7 The committee will finalise the implementation of its strategies and models within 12 months from the date of formation of the said committee.
- 4.7.8 In recognition of the commitment by the Association and employees covered by this Agreement to improve patient flow and discharge rates through criteria led discharge, a further 1% per annum increase will be paid simultaneously with annual wage increases operative from the first full pay period commencing on or after 14 April 2017, 14 April 2018, 14 April 2019 and 14 April 2020.

## **5. CONSULTATION**

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

## **6. SALARY**

- 6.1 The salaries payable to employees are detailed in Schedule 1 (GPSSSS employees) and 2 (MOSSSS employees) as applicable. The Schedules provide for salaries that will operate from the first full pay period to commence on or after: 14 April 2017; 14 April 2018; 14 April 2019 and 14 April 2020.

## **7. CASUAL EMPLOYEES**

- 7.1 This clause operates in lieu of clause 3.1.2 of the Award.
- 7.2 A casual employee:
  - 7.2.1 Is an employee who is employed on an hourly basis for less than one calendar month or employed on an hourly basis for a period in excess of one month and the hours of duty are not fixed and constant.
  - 7.2.2 Will be engaged for a minimum of three hours at the rate of pay specified in subclause 7.3.



- a) Will be paid a casual loading in lieu of annual leave, sick leave and payment for public holidays not worked at the rate of 25%.

7.3 A casual employee whose experience and qualifications accords with a classification in Column 1 will be paid an hourly rate derived from the salary in Schedule 1, or Schedule 2 if applicable, for the Step in Column 2.

	Column 1	Column 2
Medical Practitioner Group	Medical Practitioner	Step 7
	Senior Medical Practitioner	Step 2
Consultant	Consultant	Step 2
	Senior Consultant	Step 9

7.4 The Step from which the casual employee's hourly rate is derived is not relevant for other than that purpose. That is, it is not relevant to incremental progression or increment determination.

7.5 Penalty Payments for Casual Employees

7.5.1 A Consultant engaged on a casual basis in Accident and Emergency, Intensive Care Unit and MedSTAR will be paid shift penalties in accordance with clause 31 of this Agreement as applicable, provided that such casual Consultant works on a full-day public holiday or a part-day public holiday, they will be entitled to 150% of their hourly rate plus the casual loading for all hours worked on the full day public holiday or the part day public holiday.

7.5.2 A Consultant engaged on a casual basis who works under a Flexible Hours Arrangement will be paid the applicable additional payment as provided in Clause 30 of this Agreement, provided that if such casual Consultant works on a full-day public holiday or a part-day public holiday, they will be entitled to 150% of their hourly rate plus the casual loading for all hours worked on the full day public holiday or the part day public holiday.

7.5.3 Except as provided in this sub-clause, Casual Consultants will not be paid any additional penalty or shift payments.

7.5.4 A casual MPG employee will be paid Weekend and Shift Penalties in accordance with clauses 66 and 67 of this Agreement as applicable, provided that if such casual MPG works on a full-day public holiday or a part-day public holiday, they will be entitled to 150% of their hourly rate plus the casual loading for all hours worked on the full day public holiday or the part day public holiday.

7.5.5 When calculating additional shift payments for casual employees, the shift payment must be calculated on the relevant hourly rate of pay.

## 8. SALARY PACKAGING ARRANGEMENTS

8.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA) that enables salary packaging arrangements to be put in place pursuant to one or other of the salary sacrifice schemes in this clause.

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

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

8.3 New employees, and those who commenced employment on or after 28 November 2003, will have access only to GPSSSS.

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

8.5 This clause applies for the period an employee enters into a SSA. A SSA is the formal administrative instrument between the employing authority and the employee that enables salary sacrifice arrangements to be put in place.

- 8.5.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of the Agreement.
  - 8.5.2 Any entitlement to payment of overtime, leave loading, shift allowance, weekend penalties and other allowances/payments will be based on the salary that would have been payable had the employee not entered into a SSA.
  - 8.5.3 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 the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 8.6 Employees, other than those who remain in MOSSSS, will receive the applicable salary detailed in Schedule 1.

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

- 8.7 MOSSSS is closed to new members. Employees who are in MOSSSS will remain in MOSSSS unless they transfer to GPSSSS pursuant to clause 8.11 or 8.12. MOSSSS employees will receive the applicable salaries as detailed in Schedule 2.
- 8.8 For employees who are in the MOSSSS, the following conditions apply:
  - 8.8.1 This clause applies for the period an employee enters into a SSA. A SSA is the formal administrative instrument between the employer and the employee that enables salary packaging arrangements to be put in place.
  - 8.8.2 An employee may elect to sacrifice not more than 30% of his/her salary.
  - 8.8.3 For the purposes of this sub-clause 8.8, “salary” does not include the Attraction and Retention Allowance in clause 29 provided that where an employee is in receipt of an Attraction and Retention allowance under clause 29 and had been in receipt of an “other allowance or loading established as at 21 January 2004” (see sub-clause 8.2) that was absorbed into or substituted by the Attraction and Retention Allowance, “salary” for that employee will include the applicable percentage described in Column 2 of sub-clause 26.2 of the Department of Health Salaried Medical Officers Enterprise Agreement 2008 or the percentage above 100% (or 1.0) resulting from the formula in clause 26.3 of the Department of Health Salaried Medical Officers Enterprise Agreement 2008. For the purposes of this sub-clause, the references to clause 26 of the 2008 Agreement will apply notwithstanding any rescission or supersession of that 2008 Agreement.
  - 8.8.4 Where an employee:
    - a) Enters into a SSA with an employing authority and utilises a Fringe Benefits Tax (FBT) exemption approved by the Australian Taxation Office, the employing authority will meet any FBT for which the employing authority is liable pursuant to relevant taxation legislation and rulings, arising from, or in respect of, that SSA; or
    - b) Enters into a SSA with an employing authority and utilises an FBT exemption approved by the Australian Taxation Office, the employee will indemnify the employing authority against any non FBT liability whatsoever arising from, or in respect of, that SSA.
    - c) For the purposes of this clause, FBT exemption means the capped level of FBT exemption which may arise pursuant to s57(A) of the *Fringe Benefits Tax Assessment Act 1986* where:
      - i) The relevant employee’s employment duties are exclusively performed in, or in connection with, a public hospital; or
      - ii) The relevant employee’s employer provides public ambulance services or services that support those services and the employee is predominantly involved in connection with the provision of those services.
  - 8.8.5 Notwithstanding any other provision or Schedule of this Agreement, where an employee has entered into a SSA the salary payable to that employee, or applicable to his/her position, will be the balance of monies payable under the SSA.
  - 8.8.6 For the purposes of clause 8.8:

- 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 incurred pursuant to a Taxation Act however so described.

- 8.9 An employee who is employed on a temporary contract, who continues to participate in MOSSSS and who is employed on a subsequent contract(s) which commences immediately following the cessation of the previous contract(s) will, unless they elect to transfer to GPSSSS, continue to participate in MOSSSS.
- 8.10 The conditions detailed in clause 8.4 relating to GPSSSS will not apply to employees who remain in MOSSSS.
- 8.11 An employee may elect to transfer from MOSSSS to GPSSSS within 3 months following approval of this Agreement.
- 8.12 An employee may also elect to transfer from MOSSSS to GPSSSS effective on 1 April 2018, 1 April 2019 and 1 April 2020. Employees electing to do so must give sufficient notice to the employing authority prior to the relevant date.

## **9. MANAGERIAL ALLOWANCES**

- 9.1 Clause 4.3.2 of the Award will apply to Consultants and Senior Medical Practitioners, other than casual employees, as applicable. However, clause 4.3.2.4 of the Award will not apply to Senior Medical Practitioners.
- 9.2 Managerial Allowances described in the Award at clause 4.3.2 will increase as detailed in Schedule 3.1.
- 9.3 All managerial appointments will be made with a minimum period of 1 year, up to a maximum of 5 years, with the option of either party to withdraw from the appointment by giving 3 months' notice.

## **10. RELOCATION EXPENSES**

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

## **11. WORKPLACE FLEXIBILITY**

- 11.1 The parties agree that an employing authority may negotiate and reach agreement at a workplace level (e.g. health unit, health unit site or unit within such site) with employees within that workplace on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 11.2 This clause applies to a proposal by the employer or employee/s within a workplace to negotiate and agree flexible employment arrangements, including hours of work, to operate within a workplace – a Workplace Flexibility Proposal (WFP).
  - 11.2.1 Where the employer or employees intend to initiate a WFP, the initiator will notify the employer or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The employer will provide this information to the Association and will consult with the Association and affected employee(s) in accordance with the consultative principles in this Agreement.
  - 11.2.2 Consultation in respect of a WFP will have regard to:
    - Operational efficiency and productivity;
    - Work and non-work impacts on individual affected employees;
    - The health and safety of worker and workplaces; and
    - Whether the WFP has policy implications across SA Health.

Where such policy implications arise, affected employee/s or the employer will refer the WFP to DHA.
  - 11.2.3 Where a majority of affected employees agree (whether by ballot or otherwise) to a WFP, the employment arrangement agreed will be provided in writing as a Workplace Flexibility Agreement (WFA) specifying:
    - The unit where the proposal will apply;

- The date of commencement of the varied arrangements;
- Minimum staffing levels to be maintained by the employer for the purposes of the proposal;
- A date of review for the agreed arrangements; and
- Any other agreed matter relating to the proposal.

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

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

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

## **12. WORKLIFE FLEXIBILITY**

### **VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS**

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

12.1.1 The employing authority will consider an employee's request to participate in a VFWA having regard both to the operational needs of the health unit, health unit site or unit within such a site, and the employee's circumstances.

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

- a) 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 Agreement or Award.
- b) 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, shift penalties or other allowances/payments will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- c) Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, 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**

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

12.3 An employee, other than a casual employee, with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill;

12.4 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested;

12.5 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

## **PAID MATERNITY/ADOPTION/SURROGACY LEAVE**

- 12.6 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 12.7 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity leave or adoption leave (as applicable) (“the applicable maximum period”). “Adopted child” means a child under 16 years of age.
- 12.8 An employee, who at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks (“the applicable maximum period”).
- 12.9 The following conditions apply to an employee applying for paid maternity or paid adoption leave under this clause:
- 12.9.1 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/surrogacy.
- 12.9.2 An employee will be entitled to the applicable maximum period, paid at the employee’s ordinary rate of pay (including the Managerial Allowance, Attraction and Retention Allowance and Continuous Duty Allowance, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by full-day or part-day public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 12.10 At the time of applying for paid maternity/adoption/surrogacy leave, the employee may elect in writing:
- 12.10.1 To take the paid leave in 2 periods split into equal portions during the first 12 months of the commencement of their paid leave; or
- 12.10.2 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 period of leave, to be paid at half the ordinary rate of pay (including the Managerial Allowance, Attraction and Retention Allowance and Continuous Duty Allowance, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
- 12.10.3 A combination of 12.10.1 and 12.10.2.
- 12.11 Part-time employees will be entitled to the same provisions as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 12.12 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.
- 12.13 Where both prospective parents are employees covered by this Agreement; or if the other prospective parent is an employee of SA Health who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Agreement but is employed by SA Health), the period of paid maternity/adoption/surrogacy leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum period and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of SA Health. Parents who are employees of SA Health but are covered by different enterprise agreements may only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity/adoption/surrogacy leave in respect of a child/ren).

- 12.14 The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time).

### **PAID PARTNER LEAVE**

- 12.15 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (or the equivalent in hours) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken within 3 months of the birth or adoption of the child/ren.
- 12.16 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within a health unit or DHA as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 12.17 Except in relation to an existing arrangement; health unit or DHA-specific paid partner leave policy; or a requirement of this clause, the administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.
- 12.18 The ability to access Paid Partner Leave does not in any way limit an employee's right to apply for the full entitlement to Family Carer's Leave as provided for in sub-clauses 12.2-12.5 of this Agreement.

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

- 12.19 An employee, other than a casual employee, is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child's second birthday.
- 12.20 The following conditions apply to an employee applying to return on a part-time basis:
- 12.20.1 The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide the employing authority such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
  - 12.20.2 At least 6 weeks prior to the relevant child's birthday, the employee will advise the employing authority, whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part-time basis.
  - 12.20.3 An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

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

- 12.21 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is to work outside their rostered or required hours, and consequently the employee utilises paid child care, the employing authority will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 12.21.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 12.21.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 12.21.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 12.21.4 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 HR Manual.
  - 12.21.5 The employee will provide the employing authority with a Child Benefit Claim form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
  - 12.21.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's rostered or required hours, or regular or systematic pattern of work or hour/s,

for which less than 24 hours prior notice is given. Required hours do not include recall or immediate recall.

### **13. WORK HEALTH AND SAFETY**

- 13.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employing authority and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 13.2 The parties acknowledge their responsibilities under relevant legislation for duty of care both as an employer as well as an employee.
- 13.3 The parties will endeavour to achieve and maintain best practice in preventing and minimising workplace injuries and illness in order to:
- 13.3.1 Improve workplace health and safety
  - 13.3.2 Improve return to work performance; and
  - 13.3.3 Reduce human and workplace costs of injury or illness.

The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:

- Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes;
  - Supporting and engendering a safety culture within SA Health that promotes the adoption of safe work practices;
  - Achieving continuous improvement, and best practice, in work occupational health and safety and injury management performance;
  - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks;
  - Implementation and continuous improvement of monitoring and reporting systems;
  - The employer acknowledges the benefits both to the organisation and individual employees gained through employees having a balance between their work and personal life.
- 13.4 In establishing and maintaining a safe and healthy work environment, the employing authority will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.
- 13.5 If an employee or group of employees believe that there is an unreasonable allocation of work leading to employees being overloaded with work, the parties may institute the Industrial Dispute Resolution processes as set out in clause 21.4 of the SMOEA. The dispute resolution process will address the employee's concerns and identify how workloads can be managed without creating unreasonable workloads.

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

- 14.1 Where an employee is required to work in a manner which would be unsafe for the employee to drive home due to fatigue, the employee will be entitled to:
- 14.1.1 Immediate access to a separate fully partitioned bedroom reasonably furnished including clean linen with adequate space for clothing;
  - 14.1.2 Provision for proper showering, bathing and toilet facilities;
  - 14.1.3 Reasonable provision of light foodstuffs and beverages and facilities for the preparation of such.
- 14.2 Access to these facilities will be for a period of not less than 8 consecutive hours.
- 14.3 Where these facilities are not available the employee will be entitled to travel home in a taxi at the employing authority's expense and where the employee uses their own transport, from home to work.
- 14.4 Where an employee, other than a casual employee, works outside their rostered or required hours and the period of work starts and finishes outside the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause:

- 14.4.1 The work or the hour/s to be worked is/are not part of a regular systematic pattern of work or hour/s performed by the employee.
- 14.4.2 The employee ordinarily uses public transport.
- 14.4.3 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time as specified in the HR Manual.
- 14.4.4 The employee will provide the employing authority with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

**15. DOMESTIC/FAMILY VIOLENCE**

- 15.1 The Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, which includes Section F – Special Leave with Pay and Leave Without Pay, which provides for access to special leave with pay for employees suffering from or escaping domestic/family violence. Insofar as this Determination relates to Domestic/Family Violence, it applies to employees covered by this Agreement pursuant to *Regulation 9(8) of the Public Sector Regulations 2010 (SA)*.

**16. PRE-EMPLOYMENT SCREENINGS**

- 16.1 The employing authority's duty to give care to patients/clients is acknowledged. This duty of care includes a need to ensure, during the selection process, that prospective employees do not pose a potential threat to patients/clients and staff of the health unit/site.
- 16.2 Information gathered by the employing authority must be relevant to a need to check and assess any risk factors and must remain confidential to the health unit/site and to the individual prospective employees and will not be provided to third parties.
- 16.3 The prospective employee's consent will be obtained before seeking any such information.
- 16.4 If further screenings are required by the employing authority or pursuant to a legislative requirement during the period of an employee's engagement, the reasonable costs associated with each such check will be borne by the employing authority. If an employee applies for a new position the employee will meet the cost/s of screening/s required in relation thereto.

**17. JOB AND PERSON SPECIFICATION**

- 17.1 All employees will be provided with a job and person specification relevant to their position, with such job and person specifications to be reviewed, in consultation with the relevant employee, at least every two years; or within the two year period, may be amended with the agreement of the employer and employee.

**18. JOB PLANNING**

- 18.1 Job planning is an annual process for Senior Medical Practitioners and Consultants that defines the agreed duties, responsibilities and objectives of a position for the coming year. It provides clarity about the expectations, commitments and support required to achieve required outcomes, and ensures that resources are aligned with service priorities and plans. The objectives of Job Planning include:
  - 18.1.1 Maximising quality outcomes.
  - 18.1.2 Balancing and meeting both the clinical and non-clinical obligations of Senior Medical Practitioners and Consultants.
  - 18.1.3 Providing a framework which supports team and employee/employer communication.
  - 18.1.4 Supporting the maintenance of competency and credentialing standards.
  - 18.1.5 Providing feedback to the Senior Medical Practitioner or Consultant to support individual performance review and development consistent with their job plan and job and person specification.
- 18.2 The job plan must be agreed with the employee's clinical unit head and documented at least annually but may be reviewed as necessary with any changes to service delivery, position description, or significant changes in the employee's circumstances that may affect the employee's duties or the delivery of services.



- 18.3 The job plan must reflect the average expected time to be spent by the SMP/Consultant on clinical and non-clinical duties and responsibilities. It is acknowledged that both clinical responsibilities and non-clinical duties and responsibilities form part of a SMP/Consultant's role.
- 18.4 With agreement of affected SMPs/Consultants the job planning process can be undertaken on an aggregated basis and specific duties shared between those SMPs/Consultants.

## **19. TERM APPOINTMENTS**

- 19.1 Subject to 19.2, permanent/ongoing employment is the preferred employment status.
- 19.2 An employee (other than an employee employed as an Intern, Medical Practitioner or Senior Registrar) may be employed on a temporary basis in the following circumstances:
- Backfill/coverage of leave (e.g. maternity/adoption leave, long service leave, leave without pay etc) or workers compensation absences; or
  - Positions carrying out a project of limited duration (e.g. research project); or
  - Positions carrying out a specific task (e.g. undertaking a review); or
  - To fill externally funded positions, whereby funding is wholly or substantially by grants or payments from a government other than the State Government or from a private or community body; or
  - Positions for dealing with workload fluctuations; or
  - Where the outcome of a service/function review is pending; or
  - Managerial appointment in accordance with clause 9 of this Agreement; or
  - Other circumstances as may be agreed between the parties.

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

- 20.1 This clause is in lieu of clause 3.3.5 of the Award.
- 20.2 In order to terminate employment:
- 20.2.1 An employee, other than a Consultant, must give the employing authority at least two weeks notice.
- 20.2.2 A Consultant must give the employing authority at least 6 weeks notice provided that a shorter period may be accepted at the discretion of the employing authority.

## **21. INDUSTRIAL DISPUTE RESOLUTION**

- 21.1 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 21.2 During any dispute, other than one involving a bona fide health and safety issue, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 21.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 21.4 Any grievance or dispute will be handled as follows:
- 21.4.1 All parties have a right to seek representation in order to resolve any dispute.
- Stage 1 Discussions between the employee/s and supervisor/manager.
- Stage 2 Discussions involving the employee/s and nominated delegates with a management representative of the work unit. For health units, management representative means the Chief Executive Officer of the health unit or their delegate.
- Stage 3 Discussions involving nominated delegates with a representative of Workforce Division, Workforce Relations of DHA.
- 21.4.2 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 21.5 There is to be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.

- 21.6 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above will, if possible, take place within 24 hours after the request of the employees or the employee's representative.
- 21.7 Emphasis is placed on reaching a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the SAET. 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.
- 21.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 21.9 These procedures are for dealing with industrial disputes or likely industrial disputes and not for personal grievances. Personal grievances will in the first instance be dealt with pursuant to the HR Manual or *Public Sector Act 2009* (as applicable).

## **22. NO EXTRA CLAIMS**

- 22.1 This Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions, and whether on the basis of equity, attraction, retention, work value, special circumstances, market rates or otherwise)
- 22.2 The salaries and rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case or General Review of Award Wages and Minimum Standard for Remuneration (or its equivalent), decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 22.3 The employees and Association undertake that for the term of this Agreement, they will not individually, severally or collectively pursue any further or other claims except where consistent with State Wage Case principles, nor engage in, encourage or support any industrial action or activity adverse to, or that result in, disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation in pursuit of any further or other claims.
- 22.4 This clause does not preclude an application to the SAET being made by agreement between the employing authority and the Association to vary relevant clauses in line with clause 23 below, and any such agreed variation will be deemed by this Agreement to have been agreed by the parties to this Agreement.

## **23. REVIEWS**

- 23.1 During the life of this Agreement, SA Health and the Association will undertake joint reviews of the following matters:
- 23.1.1 Managerial Allowance criteria;
  - 23.1.2 Implementation of Models of Care;
  - 23.1.3 On call and recall (including telemedicine); and
  - 23.1.4 Job Planning (including non-clinical time);
- 23.2 A matter arising from any of the abovementioned reviews which is agreed by the employing authority and the Association may become the subject of an agreed application to the SAET to vary this Agreement to give effect to the agreed matter.

## **24. INJURY AND INCOME PROTECTION**

- 24.1 Additional income and injury protection will apply to employees in accordance with the Income and Injury Protection Principles set out at Schedule 5 of this Agreement, where entitlements under the *Return to Work Act 2014* (SA) have ceased.

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

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

**PART C: PROVISIONS APPLYING TO CONSULTANTS**

**26. DEFINITIONS**

26.1 Consultant

26.1.1 **'Consultant'** means an employee who has been granted specialist registration by the Medical Board of Australia and has been appointed as such by the employing authority.

26.2 Senior Consultant

26.2.1 **'Senior Consultant'** means a Consultant who has at least four years experience in that specialty since obtaining the specialist qualification; or has incrementally progressed as a Consultant to level 5; or has been appointed as such by the employing authority.

26.2.2 For the purpose of this Agreement reference to a Consultant will mean a Consultant or Senior Consultant as defined.

26.3 Hourly Rate

26.3.1 **'Hourly Rate'** for the purpose of provisions in relation to Consultants means the Consultant's annual salary as specified in Schedule 1.1 or 2.1 (as applicable) of this Agreement (plus the Managerial Allowance where applicable) calculated as a weekly amount divided by 37.5.

**27. HOURS OF DUTY**

27.1 Consultants have no fixed hours of duty. The salary for Consultants takes into account teaching and research work undertaken and that no separate payments are made for overtime or weekend work, except as provided in clauses 30, 31, 37 and 38 of this Agreement.

27.2 Clause 3.1.1.3 (ii), second sentence of the Award will not apply with the effect that there be no restriction on the minimum number of hours of engagement of a part-time Consultant.

**28. HOURS FREE OF DUTY**

28.1 A Consultant must have at least 8 consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall and immediate recall duty). If such Consultants do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have 8 consecutive hours off duty without loss of pay for required duty occurring during such absence.

**29. ATTRACTION AND RETENTION ALLOWANCES**

29.1 In this clause 29, a reference to a percentage will be taken as a reference to the percentage of the Consultant's annual salary specified in Schedule 1.1 or 2.1 as applicable to the Consultant.

29.2 Subject to this clause 29, a Consultant, other than a casual Consultant, will be entitled to the following attraction and retention allowance:

Emergency Medicine Consultant* and Paediatric Emergency Consultant**	67% <sup>1</sup>
MedSTAR Consultant***	67%
Anaesthetist	50%
Intensive Care Unit Consultant	50%
Rehabilitation Consultant#	37.5%
Other Consultants	30%

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

\* Fellow of the Australasian College for Emergency Medicine.

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

\*\*\* Employed at MedSTAR; and is a Fellow of the Australasian College for Emergency Medicine; or Fellow of the Australian and New Zealand College of Anaesthetists; or Fellow of the College of Intensive Care Medicine; or other relevant specialist qualification as determined by the employing authority. The allowance will be paid pro-

rata to the time worked at MedSTAR provided that a Consultant will not be entitled to more than one allowance in respect of time worked.

# A Rehabilitation Consultant may make an election under clause 29.7 to come within the category of "Other Consultants".

29.3 The attraction and retention allowance:

- 29.3.1 Is payable fortnightly with the per annum amount derived from the applicable percentage described in the table in clause 29.2 multiplied by the Consultant's annual salary as specified in Schedule 1.1 or 2.1 (as applicable) of this Agreement.
- 29.3.2 Is payable proportionate to the Consultant's full time equivalent in the relevant specialty detailed in clause 29.2.
- 29.3.3 Will not be used in the calculation of remote call, penalty and recall payments.
- 29.3.4 Is payable during periods of paid leave, although not for payment in lieu of leave on termination.
- 29.3.5 Is not considered "Base Salary" for any private practice agreement (or applicable scheme) referred to in clause 41 of this Agreement.
- 29.3.6 Does not derogate from earnings received by a Consultant in accordance with a private practice MOA and the Capped Private Practice.

29.4 Payment of the attraction and retention allowance is conditional on:

- 29.4.1 It absorbing, and operating in substitution for, any other allowance (except Remote Call and Managerial Allowances), the Continuous Duty Allowance and any over award or agreement payment, loading or allowance (except a private practice payment within the Capped Private Practice). To the extent necessary, the terms of any individual contract of employment will cease and have no effect irrespective of when such contract was or is made (i.e. whether prior or during the life of this Agreement).
- 29.4.2 Subject to the discharge of professional and clinical obligations, where a Consultant has entered or enters into a private practice MOA, the Consultant at all times making all reasonable and best efforts to exercise those private practice arrangements to the full extent permissible by law together with the consequent invoicing of private patients and not desisting from so doing, or diminishing such effort, when the Consultant achieves the cap applicable to the Consultant under the Capped Private Practice.
- 29.4.3 The Consultant:
  - 29.4.4 Actively contributing to and participating in teaching junior medical staff, trainees and medical students;
  - 29.4.5 Being at the applicable health unit/s of the employing authority for the nominal days for which the Consultant is rostered and employed;
  - 29.4.6 Participating in clinical outcome measurement and reporting;
  - 29.4.7 Participating in risk management/governance activities; and
  - 29.4.8 Participating in performance development and appraisals.

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

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

- 29.6.1 Retain access to a cap that exceeds the percentage specified in the "Capped Private Practice" table, which election cannot be withdrawn; or
- 29.6.2 Participate in Scheme 2 of the DH Private Practice Agreement 2008 referred to in clause 41 of this Agreement,

provided that any such election cannot be withdrawn, any attraction and retention allowance will cease on and from the time such election becomes effective such that at no time will a Consultant

be entitled to the benefit of any more than one of 29.6.1, 29.6.2 or 29.2 hereof, and the obligations in sub-clauses 29.4 and 29.5 will continue to apply (the necessary changes having been made) to the Consultant.

29.7 A Rehabilitation Consultant of sub-clause 29.2 may provide the employing authority with a written notification to the effect that the Rehabilitation Consultant elects to instead come within the category of “Other Consultants” for the purposes of this clause 29, provided that any such election cannot be withdrawn and will operate from the first full pay period commencing on or after receipt of the notification unless the Rehabilitation Consultant is commencing employment, in which case it will operate from commencement of employment.

29.8 For the purposes of this clause:

29.8.1 “private practice” and “private practice MOA” refers to Scheme One Capped Private Practice of the DH Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) referred to in clause 41 of this Agreement, subject to the particular Consultant’s arrangement being tax compliant. It does not include Scheme 2 of the PPA 2008 referred to in clause 41 of this Agreement.

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

29.8.3 “Capped Private Practice” means Scheme One Capped Private Practice of the PPA 2008 referred to in clause 41 of this Agreement, subject to the particular Consultant’s arrangement being tax compliant.

29.8.4 “cap” means the percentage specified in this Capped Private Practice table, which applies to the applicable Consultant.

29.8.5 The parties agree that this table may be varied by the SAET consequent on an application by the declared employer (clause 2.1.1) or the Association (clause 2.1.3) to the SAET for an agreed variation.

29.8.6 For the purposes of this sub-clause, and to the extent necessary under the *Fair Work Act 1994*, in agreeing to this Agreement the parties in clauses 2.1.1 and 2.1.3 undertake and agree that a variation approved by the SAET will be taken to have been agreed by the parties in making this Agreement and will operate in accordance with its terms.

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

\* Fellow of the Australasian College for Emergency Medicine.

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

\*\*\* Employed at MedSTAR; and is a Fellow of the Australasian College for Emergency Medicine; or Fellow of the Australian and New Zealand College of Anaesthetists; or Fellow of the College of Intensive Care Medicine.

\*\*\*\* Required to pay-over all private practice receipts whilst working at MedSTAR to the employing authority where the Consultant has an approved private practice agreement subject to the PPA 2008. In no circumstances can a Consultant employed to work in MedSTAR be entitled at any time to both the Attraction and Retention Allowance and private practice receipts for work undertaken at MedSTAR.

# A Rehabilitation Consultant may make an election under clause 29.7 to come within the category of “Other Consultants”.

29.8.7 “over award or agreement payment, loading or allowance” means a payment, loading or allowance payable other than pursuant to the Award, this Agreement or the previous DH Salaried Medical Officers Enterprise Agreement 2008 or DH Salaried Medical Officers Enterprise Agreement 2005.

29.9 A reference to the PPA 2008, or its terms, shall be taken to mean a reference to a successor or varied Salaried Medical Officers Private Practice Agreement (howsoever named) that may apply during the life of this Agreement, and this clause will operate as if it refers to the varied or successor Private Practice Agreement.

### **30. FLEXIBLE HOURS ARRANGEMENT (VOLUNTARY)**

30.1 A Flexible Hours Arrangement (FHA) is an arrangement in which a Consultant or a group of Consultants voluntarily elects to be subject to a roster (however described) that requires the Consultant or group to be in attendance and deliver clinical and/or other services at the particular service, unit or a department for rostered hours (or period/s) within one or more of the following:

30.1.1 Between 7.00am and 8.00am (incl.) Monday to Friday (incl.); or

30.1.2 Between 6.00pm and 10.00pm (incl.) Monday to Friday (incl.); or

30.1.3 Between 7.00am to 10.00pm (incl.) on any Saturday, Sunday, or Full-day or Part-day Public Holiday.

30.2 The employer may implement a FHA within, or in connection with, a particular service, unit or a department of a Health Unit or Site to apply to participating Consultants (or group), subject to this clause.

30.3 The clinical head of a service, unit or a department (or delegate thereof) will be responsible for the development and implementation of a FHA, provided that one or more clinical heads may jointly develop and implement a FHA within or amongst their respective services, units or departments. A reference in this clause to a 'clinical head' means the person who is designated or identified by the employer as the 'clinical head' of the service, unit or a department, and includes a delegate thereof.

30.4 A Consultant or group of Consultants within the particular service, unit or a department may voluntarily elect to participate in a FHA (a 'participating Consultant (or group)').

30.4.1 Participation cannot be required or directed by the employer.

30.4.2 A Consultant (or group) will not suffer a detriment by the employer by reason of non-participation or cessation of participation.

30.5 A participating Consultant (or group) may cease their participation in a FHA by providing not less than eight weeks written notice to the applicable clinical head, provided that the last day of participation must coincide with the end of a roster cycle in which the Consultant (or group) is participating or at the end of twelve weeks whichever is earlier. The clinical head may at their discretion accept an earlier cessation.

30.6 Nothing in this clause derogates from:

30.6.1 Clause 27 Hours of Duty, except as to attendance in accordance with a FHA, provided that the Hours of Duty of a participating Consultant (or group) will not increase by reason of their participation;

30.6.2 Clause 28 Hours Free of Duty;

30.6.3 On-call or recall provisions, except as to attendance in accordance with a FHA; and

30.6.4 Provision of information by the employer to the Association in accordance with clause 5 Consultation.

30.7 Development of a FHA by a clinical head of a service, unit or a department (or if being developed jointly, by more than one clinical head) will have regard to:

30.7.1 Operational, clinical and/or service delivery requirements of the service, unit, department and/or applicable Health Unit or Site;

30.7.2 Clinical and non-clinical responsibilities and resources including teaching and supervision, professional service commitments, work/life balance, staff resources, Work Health and Safety (including opportunity to take a meal break and safe hours of work), and (as applicable) private practice arrangements.

30.8 A FHA roster:

30.8.1 Will be provided not less than four weeks prior to commencement of the FHA roster;

- 30.8.2 Will cease to operate with not less than 8 weeks notice to participating Consultants (or group) by the applicable clinical head, provided that a shorter period may be agreed by the participating Consultant/s (or group);
- 30.8.3 May be varied by agreement as between the applicable clinical head and participating Consultant/s (or group), whether as to times, cycle or otherwise.
- 30.9 A participating Consultant will be entitled to the following additional payments in relation to a FHA:
  - 30.9.1 All hours worked between 0700 and 0800 and between 1800 and 2200 Monday to Friday (inclusive): an additional 25% of the Hourly Rate applicable to that Consultant.
  - 30.9.2 All hours worked between 0700 and 2200 on a Saturday and/or Sunday: an additional 50% of the Hourly Rate applicable to that Consultant.
  - 30.9.3 All hours worked on a full-day Public Holiday or a part-day Public Holiday: an additional 150% of the Hourly Rate applicable to that Consultant. This penalty is in lieu of the penalties payable in accordance with sub-clauses 30.9.1 and 30.9.2 hereof.
- 30.10 The time worked by a participating Consultant in relation to a FHA will be recorded on his/her timesheet or roster record.
- 30.11 Nothing in this clause will be taken to:
  - 30.11.1 Apply to rostering arrangements in, or provisions applicable to rostering of Consultants working in: Accident and Emergency, Intensive Care Units and/or MedSTAR; or
  - 30.11.2 Prevent the employing authority requiring a Consultant/s to attend or deliver services in a medical emergency that necessitates as much medical care being available within a health unit, health unit site, service and/or a department during the period thereof.

## **31. SHIFT PENALTIES**

- 31.1 Consultants who are rostered to work shift work and weekend work in Accident and Emergency, Intensive Care Units and MedSTAR who are required to work rostered shifts will be paid the following:
  - 31.1.1 For rostered duty commencing on or after 12 midday and extending beyond 6.00pm (not being hours of rostered duty for which payment is made in accordance with 31.1.2 and 31.1.3) an additional 15% of the Hourly Rate applicable to that Consultant.
  - 31.1.2 For rostered duty between midnight and 8.00am (not being hours of rostered duty for which payment is made in accordance with 31.1.3) will be made at the rate of an additional 25% of the Hourly Rate applicable to that Consultant.
  - 31.1.3 For rostered duty between midnight Friday and midnight Sunday an additional 50% of the Hourly Rate applicable to that Consultant. This penalty is in lieu of penalties payable in accordance with clauses 31.1.1 and 31.1.2.
  - 31.1.4 Shift penalties for Consultants working in other than Accident and Emergency, Intensive Care Units or MedSTAR will not apply unless expressly agreed between DHA and the Association.

## **32. PUBLIC HOLIDAYS**

- 32.1 For the purpose of this clause the following full-day 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.
- 32.2 Where a full-day public holiday falls between Monday and Friday inclusive and a Consultant, other than a casual employee, does not work on any such day because it is a rostered day off, the Consultant will be entitled to have one day added to annual leave for each public holiday so occurring.
- 32.3 A Consultant, other than a casual employee, who is rostered to work on a full-day public holiday, will be paid an additional 150% of the Hourly Rate applicable to that Consultant for each hour worked on the full day public holiday. This provision is in lieu of any shift and weekend penalties.

32.4 A Consultant, other than a casual employee, who is rostered to work during the period of a part-day public holiday will be paid an additional 150% of the Hourly Rate applicable to that Consultant for each hour worked on the part-day public holiday. This provision is in lieu of any shift and weekend penalties.

**33. ANNUAL LEAVE**

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

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

33.1.2 If not so rostered or required to be on duty or on call in accordance with 33.1.1, 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).

33.1.3 A part-time Consultant other than a casual Consultant is entitled to receive pro rata credit for annual leave based on the average weekly number of authorised hours worked in ordinary time.

33.2 Annual leave for Consultants will be granted by the employing authority and must be taken by the Consultant before a further full year entitlement to annual leave accrues. However, where the employing authority and the Consultant agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.

33.3 If a period of annual leave for a Consultant is deferred in accordance with 33.2, then:

33.3.1 The Consultant may, during the first 6 months of the service year to which the annual leave has been deferred, apply to take such deferred leave during that service year. Upon receipt of such application, the employing authority will grant the leave sought, where possible at the time(s) requested but in any case within a 6 month period commencing from the date of application; and

33.3.2 Where the Consultant does not make such application the employing authority must grant and direct the Consultant to take such deferred leave during that service year.

33.4 Where the employing authority and the Consultant agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than 7 calendar days.

33.5 Where the employment of a Consultant is terminated the Consultant is to be paid the appropriate pro rata entitlement for annual leave.

33.6 A Consultant will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5% of the Consultant’s annual salary as specified in Schedule 1.1 or 2.1 of this Agreement (as applicable) for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.

33.7 For Consultants the amount of loading payable for each calendar weeks leave is to be calculated using the following formula:

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

33.8 Where a Consultant is in receipt of a Managerial Allowance as provided for in 4.3.2 of the Award or clause 9 of this Agreement such allowance will continue to be paid during periods of annual leave.

33.9 Where a Consultant is in receipt of a Continuous Duty Allowance as provided for in 4.3.3 of the Award and clause 43 of this Agreement, such allowance will continue to be paid during periods of annual leave.

33.10 All other provisions relating to annual leave are contained in the HR Manual.



### **34. REMOTE CALL**

- 34.1 All Consultants, other than a casual employee, must make themselves available to be rostered on remote call, and to treat both public and private patients if recalled to duty.
- 34.2 A Consultant should not be rostered on remote call for more than one in two nights/days on a regular and systematic basis. A Consultant may be required to undertake remote call duties for more than one in two nights/days on a short term basis, including but not limited to covering periods of planned leave, provided that unless otherwise agreed by the Consultant, 'short term' will not exceed a period of four weeks in any remote call roster cycle spanning eight weeks.
- 34.3 A Consultant, other than a casual employee, who participates in a regular remote call roster as required by the employing authority for the frequency in Column 1 will be paid an annual allowance in Column 2.

Column 1	Column 2
Regular roster less than one in six nights/days	5%
Regular roster for one in six nights/days	7.5%
Regular roster for one in five nights/days	8.5%
Regular roster for one in four nights/days	9.5%
Regular roster for one in three nights/days	10.5%
Regular roster for one in two nights/days or more	11.5%

Such annual allowance shall be calculated as a percentage of the Consultant's annual salary as specified in Schedule 1.1 or 2.1 (as applicable) of this Agreement (plus Managerial Allowance where applicable).

34.3.1 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:  
Annual Salary x relevant percentage (referred to in clause 34.3)/100 x 12/313
- b) Is subject to periodic review at least twice a year by the employing authority to ensure that the criteria for attracting payment of the allowance is being satisfied, and
- c) Is not payable during any periods of leave.

34.4 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 34.3.

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

35.1 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 clause 34.3 of the annual salary payable to a full time Consultant.

### **36. CONSULTANTS REQUIRED TO PARTICIPATE ON MORE THAN ONE REMOTE CALL ROSTER**

36.1 If a Consultant is required to participate on more than one remote call roster, the Consultant will be paid an allowance equal to the relevant percentage specified in 34.3 of the annual salary payable to a full time Consultant for each roster on which the Consultant participates and that meets the requirements of 35.1.

### **37. RECALL**

37.1 This clause 37 applies to Consultants, other than a Consultant to whom clause 38 applies.

37.2 A Consultant recalled to duty on any day other than in accordance with 37.3 and 37.4 where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for the first three hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.2 for each hour thereafter. Pro rata for part of an hour based on 15 minute segments.

- 37.3 A Consultant recalled to duty on a Sunday where such recall is authorised, will be paid an additional 100% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 4.2 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 37.4 A Consultant recalled to duty on a full-day or part-day public holiday where such recall is authorised, will be paid an additional 150% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 4.3 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 37.5 Where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such a Consultant is recalled to duty within 3 hours of a previous recall the Consultant is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.
- 37.6 Each recall stands alone for the calculation of recall payments in 37.2, 37.3 and 37.4 of this Agreement.
- 37.7 "Recalled to duty" does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the Consultant prior to the completion of the Consultant's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the Consultant knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 37.8 Commencement of a recall will be deemed to be the time from which the Consultant commences travelling to the health unit site and ends when the Consultant returns to their place of residence.

### **38. IMMEDIATE RECALL**

- 38.1 This clause 38 applies to a Consultant who is designated by the Chief Executive Officer of the health unit or their delegate as a Consultant on "immediate call".
- 38.1.1 For the purposes of this clause:
- a) "A Consultant on 'immediate call'" means a Consultant who is designated by the Chief Executive Officer of the health unit or their delegate as meeting the following criteria:
    - i) Is rostered on call pursuant to clause 34; and
    - ii) Is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; and
    - iii) Is required to return to the applicable health unit site within thirty minutes.
  - b) Designation as a Consultant on immediate call is subject to periodic review at least twice a year by the Chief Executive Officer of a health unit or their delegate, to ensure that the criteria is being satisfied.
  - c) Where the period of time worked is less than 3 hours, payment is to be made for 3 hours, provided that if the Consultant is recalled to duty within 3 hours of a previous recall the Consultant is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.
  - d) Each recall stands alone for the calculation of recall payments.
  - e) 'Recalled to duty' does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the Consultant prior to the completion of the Consultant's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the Consultant knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
  - f) Commencement of a recall will be deemed to be the time from which the Consultant commences travelling to the applicable health unit site and ends when the Consultant returns to their place of residence.

- 38.2 A Consultant designated by the Chief Executive Officer of a health unit or their delegate as a Consultant on “immediate call”, may elect, in accordance with this sub-clause, to be paid either as per clause 38.3 or clause 38.4.
- 38.2.1 If an election is made it must be notified to the employing authority by not later than 31 May, and will have effect on and from 1 July in that year, during the operation of this Agreement.
- 38.2.2 A Consultant employed on or after the date of approval may elect at the time of commencement of employment.
- 38.2.3 Where the employing authority does not receive an election, the Consultant on immediate call will be deemed to have elected to be paid the “Hourly Rate” as per clause 38.3.
- 38.3 A Consultant on immediate call who is recalled to duty where such recall is authorised and has elected to be paid an “Hourly Rate” will be paid as follows:
- 38.3.1 For any day other than a Sunday or public holiday, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.4 for the first three hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.5 for each hour thereafter, provided that for those hours that occur between midnight and 8am, it will be plus an hourly rate in Schedule 4.4a and 4.5a respectively (in place of those in Schedule 4.4 and 4.5). Pro rata for part of an hour based on 15 minute segments.
- 38.3.2 For a Sunday, will be paid an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.5 for each hour, provided that after the first three hours worked between midnight and 8am, it will be plus an hourly rate in Schedule 4.5b (in place of the rate in Schedule 4.5). Pro rata for part of an hour based on 15 minute segments.
- 38.3.3 For a full-day or part-day Public Holiday, will be paid an additional 150% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 4.6 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 38.4 A Consultant on immediate call, who is recalled to duty where such recall is authorised and has elected to receive recall payments derived from Commonwealth Medicare Benefits Schedule (CMBS) Rates, will be paid as follows and must record on the prescribed timesheet the time spent and the date, patient name, unit record number and CMBS item number(s) for the recall:
- 38.4.1 For recall involving procedural work a Consultant will receive:
- a) CMBS payment plus 30% for the first item number;
  - b) 75% of the CMBS payment plus 30% (of the 75%) for the second item number;
  - c) 75% of the CMBS payment plus 30% (of the 75%) for the third item number.
- 38.4.2 For recall involving consultation only a Consultant will receive:
- a) An additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 4.4 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 38.5 Payment for recall under this clause 38 is in lieu of any payment for recall that would otherwise be made under this Agreement or Award.

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

- 39.1 All Consultants who travel to work as a result of receiving a recall or immediate recall to work will:
- 39.1.1 Be reimbursed at the rates specified in the HR Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route provided:
- a) No Consultant will be required to use a private vehicle for work purposes;
  - b) Where the Consultant has notified the employing authority of the distance of the return journey between the Consultant’s usual place of residence and applicable health unit site; has elected to be paid on the basis that is the distance mutually deemed as the applicable distance travelled when recalled; and has indicated on their timesheet (or in such other manner as may be required by the employing

authority) that they used their private motor vehicle, the Consultant will be reimbursed on the basis of that deemed distance. This sub-clause has no effect where the Consultant has not left the premises of the applicable health unit site at the time of being recalled.

39.1.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the health unit site.

39.1.3 Be permitted to use a Government vehicle to travel to and from the health unit site.

39.1.4 Be reimbursed any parking fees necessarily incurred.

#### **40. TELEPHONE CALLS AND TELEMEDICINE**

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

40.2 When a Consultant on Remote Call or Immediate Call undertakes work from home through telemedicine, the Consultant will be entitled to be paid at the rate of an additional 50% of the Consultant's Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for each hour provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period during a Remote Call or Immediate Call period, payment will be made for the total time worked at the rate of an additional 50% of the Consultant's Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for each hour. Pro rata for part of an hour based on 15 minute segments. This provision will not be subject to a minimum 3 hour payment.

#### **41. PRIVATE PRACTICE**

41.1 The parties acknowledge that there are mutual benefits to the employing authority, Consultant/s and applicable health unit/s, in having arrangements granting Consultants 'rights of private practice' and that there is in place a Department of Health Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) that includes Scheme One and Scheme Two. The PPA 2008 continues to operate in accordance with its terms but either party may instigate a review of the PPA 2008 during the life of this Agreement.

41.1.1 For the purposes of this clause:

- a) Scheme and "private practice scheme" means Scheme One or Two as applicable to the Consultant.
- b) Scheme One means the scheme identified as such in the PPA 2008, which scheme largely reflects the private practice Memorandum of Agreement (MOA) arrangements in place immediately prior to the commencement of the Department of Health Salaried Medical Officers Enterprise Agreement 2008, subject to the particular Consultant's arrangement being tax compliant.
- c) Scheme Two means the scheme identified as such in the PPA 2008.
- d) A reference to the PPA 2008, or its terms, shall be taken to mean a reference to a successor or varied Salaried Medical Officers Private Practice Agreement (howsoever named) that may apply during the life of this Agreement, and this clause will operate as if it refers to the varied or successor Private Practice Agreement.

41.2 Subject to this clause 41 and conditional on approval of this Agreement:

41.2.1 The provisions of this Agreement that apply to Consultants, and of the applicable private practice scheme, will be read having regard to the other, provided that neither will form part of the other and an expression that appears only in this Agreement or in the applicable private practice scheme will bear the meaning that gives effect to the applicable document.

41.2.2 Neither the PPA 2008, nor any variation or successor to that PPA form part of this Agreement.

41.2.3 Any monies, entitlements or obligations arising under an applicable private practice scheme, or under this Agreement, will not count for any purpose whatsoever of the other, unless otherwise expressly stated.

41.3 Notwithstanding clause 41.2, the PPA 2008 as amended, is a document that reflects a negotiated agreement between SA Health and the Association and may not be altered or withdrawn without the consent of both parties.

#### **42. SALARY PROGRESSION**

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

#### **43. CONTINUOUS DUTY ALLOWANCE**

43.1 The Continuous Duty Allowance will not be available to Consultants except where a Consultant was in receipt of the Allowance prior to 1 July 1998, in which case, subject to clause 29, they will continue to receive this Allowance (inclusive of the above salary increases) for the life of this Agreement, provided that they remain in their current appointment and that they continue to meet the Award criteria for receipt of the Allowance.

#### **44. COMMITMENT TO RESEARCH**

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

#### **45. PROFESSIONAL DEVELOPMENT**

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

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

45.1.2 Operative from the first full pay period on or after approval of this Agreement, a Consultant, other than a casual employee, will be entitled to access up to \$22,000 per annum (inclusive of any applicable FBT) for professional development expenses. This entitlement can be accumulated to \$44,000 in any one period of two years. A Consultant employed for less than five nominal half days in a calendar week will be entitled to reimbursement of up to \$11,000 (inclusive of any applicable FBT) which can be accumulated to \$22,000 in any one period of two years.

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

45.1.4 Where a Consultant has been reimbursed pursuant to clause 45.1.2 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

45.1.5 To enable current professional development anniversary date of 14 April to be maintained, the increased amounts stipulated in clause 45.1.2 above of \$500 per annum for those employed for 0.5 FTE or more, or \$250 per annum for those employed for less than 0.5 FTE, will be paid on a pro rata basis from the date of approval of this Agreement to 13 April 2018.

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

#### **46. APPOINTMENT AND CLASSIFICATION**

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

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

46.3 An employee classified as a Medical Officer (as defined) who is employed on a temporary contract as at the date of approval of this Agreement, and who is employed on a subsequent contract(s) in the same position which commences immediately following the cessation of the previous

contract(s), will during the life of this Agreement maintain the classification of Medical Officer for as long as he/she is employed on such a contract(s).

#### **47. PROFESSIONAL DEVELOPMENT**

47.1 Clause 73.2 of this Agreement will apply to Medical Officers (as defined).

#### **48. REMOTE CALL**

48.1 Clauses 60.7, 60.8, 60.9, 60.10 and 60.11 of this Agreement will apply to Medical Officers (as defined).

#### **49. RECALL**

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

#### **50. ANNUAL LEAVE**

50.1 Clause 33 of this Agreement will apply to Medical Officers (as defined).

#### **51. OTHER CONDITIONS OF EMPLOYMENT**

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

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

#### **52. DEFINITIONS**

52.1 Intern

52.1.1 **'Intern'** means an employee who has graduated from an accredited Australian/New Zealand School of Medicine and has been granted provisional registration by the Medical Board of Australia pursuant to Part 7, Division 3 of the *Health Practitioner Regulations National Law (South Australia) Act 2010*.

52.2 Limited Registration Medical Practitioner

52.2.1 **'Limited Registration Medical Practitioner'** means an overseas medical graduate who is seeking to acquire full registration by the Medical Board of Australia and has been granted limited registration pursuant to Part 7, Division 4 of the *Health Practitioner Regulation National Law (South Australia) Act 2010* for the purpose of preparing to fulfil the requirements of the Australian Medical Council.

52.2.2 A Limited Registration Medical Practitioner will be paid the Intern (MPG Step 1) salary. A Limited Registration Medical Practitioner who has completed the 'Australian Medical Council' exams (multiple choice questionnaire and clinical exam) can be appointed or progress (as the case may be) to Medical Practitioner (MPG Step 2). There will be no further progression until the Medical Board of Australia grants full registration.

52.2.3 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 of Australia will be considered in determining "relevant experience".

52.2.4 An employee appointed as a Limited Registration Medical Practitioner who gains full registration with the Medical Board will be reclassified to a Medical Practitioner, and their salary level will be determined taking into account such "relevant experience".

52.3 Medical Practitioner

52.3.1 **'Medical Practitioner'** means an employee who has been granted general registration by the Medical Board of Australia and has been appointed as such.

52.3.2 Features/Characteristics of work at this level include:

- Work under general direction and undertake a range of activities requiring the application of acquired expertise, in a multi-disciplinary setting;
- At all levels be able to perform a range of clinical/public health duties while exercising limited professional judgement under supervision. Early postgraduate medical practitioners may require support and direction from more experienced

medical staff. As more experience is obtained, the need for direct supervision decreases;

- At the more experienced level, able to perform a wide range of complex tasks directed towards delivery and management of medical/public health services to patients and able to support and direct less experienced medical practitioners;
- Required to undertake medical assessments and or functions, which requires limited supervision;
- Required to participate in a post graduate training program (as required by the relevant training program) or continuing medical education, as directed by the employing authority;
- 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.

#### 52.4 Senior Medical Practitioner

52.4.1 **‘Senior Medical Practitioner’** means an employee who has been granted general registration by the Medical Board of Australia and who typically has had not less than five years experience since obtaining such registration, and is appointed as such.

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

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

#### 52.5 Senior Registrar

52.5.1 **‘Senior Registrar’** means an employee who has obtained a specialist qualification from a College recognised by the Australian Medical Council and has submitted written evidence of having satisfactorily completed the requirements for the fellowship (eg, a letter of notification from the College) to the employer.

52.5.2 The employee must provide the employer with written evidence of having satisfactorily completed the requirements for the fellowship (eg, a letter of notification from the College) to the employer before progressing to the Senior Registrar classification and will be paid at step 1 of the Senior Registrar salary scale from the first full pay period on or after the evidence is provided to the employer.

52.5.3 The new increment date will be the new anniversary date for the purposes of incremental progression for the employee.

#### 52.6 Hourly Rate

52.6.1 **‘Hourly Rate’** for a MPG employee means the MPG employee’s annual salary as specified in Schedule 1.3 and 2.3 (as applicable) of this Agreement plus the managerial allowance (where applicable) calculated as a weekly amount divided by 38.

### 53. PROGRESSION

53.1 Subject to clause 53.2, a MPG employee progresses by annual increment after each completed year of service until the relevant maximum rate is reached for the appropriate classification.

53.2 A Medical Practitioner step 2, 3, 4 or 5 who is accepted into an accredited training program will advance one increment on and from the first full pay period commencing on or after the date on which they are employed in an accredited training position.

- 53.2.1 a Medical Practitioner step 2 will advance one salary increment to Medical Practitioner step 3;
- 53.2.2 a Medical Practitioner step 3 (who has not previously advanced one salary increment in accordance with 53.2.1) will advance one salary increment to Medical Practitioner step 4;
- 53.2.3 a Medical Practitioner step 4 (who has not previously advanced one salary increment in accordance with the above sub-clauses) will advance one salary increment to Medical Practitioner step 5;
- 53.2.4 a Medical Practitioner step 5 (who has not previously advanced one salary increment in accordance with the above sub-clauses) will advance one salary increment to Medical Practitioner step 6; and
- 53.2.5 the new increment date will be the new anniversary date for the purposes of incremental progression for the MPG employee.

#### **54. PART-TIME EMPLOYEES IN THE MEDICAL PRACTITIONER GROUP**

- 54.1 A part-time MPG employee means a MPG employee who is engaged and paid as such, and who is employed on less than a full time basis for 4 or more hours per week, for a continuous period of one calendar month or longer, where the number of hours worked per week is fixed and constant.
- 54.2 A part-time MPG employee is to be paid according to the number of hours worked at the Hourly Rate of the MPG employee's classification.
- 54.3 The provisions of clause 55.1 apply to part-time MPG employees on a proportionate basis according to the number of hours of rostered duty.

#### **55. HOURS OF DUTY**

- 55.1 The ordinary hours of duty for a MPG employee are an average of 38 per week.
- 55.2 The hours of duty of a MPG employee will be in accordance with the roster determined by the employing authority and applicable to each employee from time to time.
- 55.3 Except in the circumstances described in 55.4 and clause 11, a MPG employee:
  - 55.3.1 **must not** be rostered to work any time in excess of 12 hours per shift (exclusive of meal breaks);
  - 55.3.2 **must not** be rostered to work any time in excess of 68 hours in any one week;
  - 55.3.3 **must not** be rostered to work any time in excess of 272 hours in any four week cycle.
- 55.4 In an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist, a MPG employee may work in excess of 12 hours per shift (exclusive of meal breaks), 68 hours in any one week or 272 hours in any four week cycle. Payment for all work in excess of 12 hours per shift (exclusive of meal breaks) or 68 hours in any one week will be at the rate of an additional 50% of the MPG employee's Hourly Rate. This penalty is in addition to any penalty that might be payable in accordance with clause 59 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for full-day or part-day public holidays.
- 55.5 The employing authority may approve variations from the rostered starting and finishing times as long as the MPG employee works at least the minimum hours required by the roster in any week or four week cycle.
- 55.6 For the purpose of this Agreement, hours of rostered duty must not include 'Proximate Call', 'Remote Call' or 'Recall' Duty.

#### **56. HOURS FREE OF DUTY**

- 56.1 The hours of duty for MPG employees shall be rostered so as to provide at least the following time free of duty:
  - 56.1.1 4 days (each of 24 hours duration) free from duty in each 28 day cycle.
  - 56.1.2 In applying 56.1.1, a MPG employee will be rostered 1 weekend free of duty in each 28 day cycle.



- 56.1.3 A MPG employee will not be required to work in excess of 8 consecutive days, except in an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's reasonable opinion additional patient care is warranted and reasonable alternatives do not exist.
- 56.1.4 A MPG employee required to work in excess of 8 consecutive days in accordance with 56.1.3 of this Agreement will be paid an additional 50% of the Hourly Rate applicable to the MPG employee for the additional day(s). This penalty is in addition to any penalty that might be payable in accordance with clause 59 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for full-day or part-day public holidays.
- 56.2 A MPG employee must have at least 8 consecutive hours off duty between the termination of required duty on one day and the commencement of required duty on the next day (required duty includes recall duty and overtime but excludes work performed whilst on Proximate Call where applicable). If such MPG employees do not have at least 8 consecutive hours off duty, they must be released after completion of required duty until they have 8 consecutive hours off duty without loss of pay for required duty occurring during such absence.
- 56.3 If on the instructions of the employing authority, a MPG employee resumes or continues to work without having 8 consecutive hours off duty they are to be paid an additional 50% of the Hourly Rate applicable to the MPG employee until they are released and they will then be entitled to be absent until they have 8 consecutive hours off duty without loss of pay for any rostered duty occurring during such absence. This penalty is in addition to any penalty that might be payable in accordance with clause 59 subject to a maximum total penalty payment of an additional 100% applying to any hours so worked. This shall not limit payment for full-day or part-day public holidays.

## **57. ROSTER CHANGEOVERS**

- 57.1 Except in an emergency necessitating as much medical care being available to the employing authority as possible or where in the employing authority's opinion additional patient care may be warranted and reasonable alternatives do not exist, a MPG employee changing from night duty to day duty or from day duty to night duty shall be rostered off duty for at least 48 hours, but in no circumstances less than 24 hours, immediately preceding the commencement of the changed duty.

## **58. SHIFT LENGTHS**

- 58.1 A maximum of 12 hours per shift (exclusive of meal breaks) may be worked in a roster but a minimum of 8 clear hours free of rostered duty must be granted before recommencement of duty, unless agreed in accordance with clause 11 of this Agreement.
- 58.2 A MPG employee must not be rostered to work for less than 3 hours per shift.
- 58.3 Proximate Call duty is worked between the hours of 9.00pm and 8.30am, except where the MPG employee has only been rostered for 12 hours duty prior to being placed on Proximate Call. (Refer to clause 60.4).

## **59. OVERTIME**

### **FULL TIME EMPLOYEES**

- 59.1 Payment for hours of rostered duty for MPG employees in excess of 76 hours in any two week cycle will be at the rate of an additional 50% of the Hourly Rate applicable to the MPG employee.
- 59.2 Payment for hours of rostered duty for MPG employees in excess of 110 hours in any two week cycle will be at the rate of an additional 100% of the Hourly Rate applicable to the MPG employee. This penalty is in lieu of the penalty payable in accordance with 59.1.
- 59.3 Payment for hours of rostered duty for MPG employees in excess of 76 hours in any two week cycle that fall on a Sunday will be at the rate of an additional 100% of the Hourly Rate applicable to the MPG employee. This penalty is not payable in addition to the penalty prescribed in 59.1 or 59.2.
- 59.4 The penalties at 59.1, 59.2 and 59.3 are in lieu of other penalties payable in accordance with clauses 66 and 67.

## **PART-TIME EMPLOYEES**

- 59.5 A part-time MPG employee who works required hours as directed by the employing authority in excess of their contracted hours per fortnight will be paid an additional 50% of the Hourly Rate applicable to the MPG employee for such additional hours.
- 59.6 A part-time MPG employee who works required hours as directed by the employing authority in excess of 110 in any two week cycle will be paid an additional 100% of the Hourly Rate applicable to the MPG employee for such additional hours. This penalty is in lieu of the penalty payable in accordance with 59.5.
- 59.7 A part-time MPG employee who works required hours as directed by the employing authority in excess of their contracted hours per fortnight will be paid an additional 100% of the Hourly Rate applicable to the MPG employee for any additional time which falls on a Sunday. This penalty is not payable in addition to the penalty prescribed in 59.5 and 59.6.
- 59.8 The penalties at 59.5, 59.6 and 59.7 are in lieu of any penalties payable in accordance with 59.1, 59.2, 59.3 and clauses 66 and 67.
- 59.9 For the purposes of sub-clauses 59.5, 59.6 and 59.7 “required hours” means:
- 59.9.1 time worked in accordance with the written roster published by the employing authority and applicable to each MPG employee from time to time; or
  - 59.9.2 time worked at the direction of the employing authority which is in excess of the time worked referred to in 59.9.1 above.
- 59.10 The employing authority may, on request from a MPG employee, approve variations to the start and finish times of the roster referred to in 59.9.1. In this circumstance, any time worked in excess of contracted hours will be paid at the Hourly Rate applicable to the MPG employee.

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

- 59.11 A MPG employee who commences or ceases employment part-way through a pay period will be paid an additional 50% of the Hourly Rate applicable to the MPG employee for hours of rostered duty worked in excess of 45 hours in a week in the first or final pay fortnight of that MPG employee's employment. The provisions of this clause do not override the provisions of clause 59.1.

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

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

## **60. ON CALL**

### **PROXIMATE CALL**

- 60.1 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 unit site when not actually on duty.
- 60.2 In deciding whether to require a Medical Practitioner or Senior Registrar to undertake a period of proximate call, the employing authority must have regard to the following principles:
- 60.2.1 Proximate call must be limited to those circumstances where the need exists for a Medical Practitioner or Senior Registrar to be available for call and to remain on the health unit site premises to ensure a quick response.
  - 60.2.2 Proximate call must be confined to those situations where infrequent calls are encountered and which require limited hours of recall on a regular basis.
  - 60.2.3 In determining whether proximate call is appropriate for any given situation, regard must be had to the envisaged or likely hours of work that may be required of an individual during the period of the proximate call and/or the envisaged or likely contacts and interruptions.

- 60.2.4 The use of proximate call is considered appropriate if the hours of work do not exceed 2.5 hours per proximate call shift on average, and/or the contacts and interruptions do not exceed 6 per proximate call shift on average.
- 60.3 In addition to having regard to the principles outlined in 60.2, the employing authority must seek approval to utilise proximate call from the Association and DHA. Such approval will be granted on the condition that:
- 60.3.1 The employing authority provides to the satisfaction of the parties reasons why alternative rostering arrangements are inappropriate;
- 60.3.2 A policy must be in place to provide cover for periods of leave;
- 60.3.3 Provide rosters clearly identifying the frequency of proximate call.
- 60.4 A Medical Practitioner or Senior Registrar –
- 60.4.1 Before being placed on proximate call must have completed at least 10 hours and no more than 12 hours of duty immediately preceding the commencement of proximate call.
- 60.4.2 Must be placed on proximate call only between the hours of 9.00 pm. and 8.30 am on the next succeeding day for a minimum period of 8 hours. However, where a Medical Practitioner or Senior Registrar has only been rostered for 12 hours duty prior to being placed on proximate call, then such proximate call must not commence before 12 midnight.
- 60.4.3 Must not be required for duty in the succeeding 24 hours if the work performed during a proximate call shift exceeds 5 hours. Where a Medical Practitioner or Senior Registrar has been rostered to work during that succeeding 24 hours, those hours must be treated as if they had been worked.
- 60.4.4 No Medical Practitioner or Senior Registrar is to be placed on proximate call more frequently than 8 nights during any 28 calendar days.
- 60.4.5 No Medical Practitioner or Senior Registrar will be required to work proximate call to cover staff shortages.
- 60.5 The provisions of 60.4.4 and 60.4.5 may be set aside in an emergency situation or in exceptional and unforeseen circumstances but only if each of the following steps have been taken:
- 60.5.1 A list of appropriately qualified and experienced medical officers available to be called upon in an emergency is maintained;
- 60.5.2 Alternative measures are considered;
- Checking the availability of Casuals, Visiting or Locum Medical Officers as per the above mentioned list
  - Reducing the level of services
  - Transferring patients.
- 60.5.3 Records of the measures taken to address emergency situations are kept.
- 60.5.4 The Chief Executive Officer of a health unit (or delegate) convenes a meeting of the key medical staff to formulate an action plan. The meeting must consider:
- The likely duration of the situation
  - Roster requirements
  - Timetable for future meetings.
- 60.5.5 Consultation with the relevant Medical Practitioner or Senior Registrar and/or their representatives must be undertaken to formulate a rostering arrangement.
- 60.5.6 The Chief Executive Officer of a health unit (or delegate) must advise the Association and DHA 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.
- 60.5.7 As soon as it becomes apparent that the emergency will continue beyond a week, the Chief Executive Officer of a health unit (or delegate) must:
- Reconvene the emergency committee
  - Reassess steps 60.5.1 and 60.5.2 in this process
  - Follow the remaining processes.

- 60.6 A Medical Practitioner or Senior Registrar placed on proximate call must, for the whole of the period, be paid the Hourly Rate of the defined classification for each hour on proximate call. In addition, a penalty of 50% applies where a Medical Practitioner or Senior Registrar is recalled whilst on proximate call, provided that where a Medical Practitioner or Senior Registrar is placed on proximate call on a full-day or part-day Public Holiday, payment will be at one and three quarter times the Hourly Rate of the defined classification.

### **REMOTE CALL**

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

### **61. RECALL**

- 61.1 A MPG employee (other than a Medical Practitioner or Senior Registrar on 'Proximate Call'), who is recalled to duty on any day other than a full-day or part-day public holiday (refer 68.1 or 68.3 as appropriate) or a Sunday (refer 61.2) and such recall is authorised, in addition to payment made in accordance with clause 60.10 or 60.11, will be paid for time worked outside hours of rostered duty at the rate of an additional 50% of the applicable Hourly Rate for the first 3 hours, and an additional 100% of the applicable Hourly Rate thereafter. Pro rata for part of an hour based on 15 minute segments.
- 61.2 A MPG employee (other than a Medical Practitioner or Senior Registrar on 'Proximate Call'), who is recalled to duty on a Sunday and such recall is authorised, in addition to the payment made in accordance with clause 60.10 or 60.11, will be paid for time worked outside of rostered duty at the rate of an additional 100% of the applicable Hourly Rate. Pro rata for part of an hour based on 15 minute segments.
- 61.3 In applying 61.1 and 61.2
- 61.3.1 Where the period of time worked is less than 3 hours, payment will be made for 3 hours; and
- 61.3.2 Where the MPG employee is recalled to duty within 3 hours of a previous recall the MPG employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.
- 61.4 Each recall stands alone for the calculation of recall payments in 61.1 and 61.2 of this Agreement.
- 61.5 'Recalled to duty' does not refer to duty undertaken immediately following rostered work or overtime or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the MPG employee prior to the completion of the MPG employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the MPG employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 61.6 Commencement of a recall will be deemed to be the time from which the MPG employee commences travelling to the health unit site and ends when the MPG employee returns to their place of residence.

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

- 62.1 All MPG employees who travel to work as a result of receiving a recall to work will:

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

### **63. PHYSICAL FACILITIES**

- 63.1 This clause operates in lieu of clause 8.1 of the Award and where relevant, in addition to clause 14 of this Agreement.
- 63.2 The parties acknowledge the importance of MPG employees having quality facilities to enable MPG employees an opportunity to manage health and wellbeing, fatigue, discuss clinical matters with other MPG employees, and to study.
- 63.3 The employing authority acknowledges the importance of private MPG employee rooms and accept they need to be appropriate for the circumstances.
- 63.4 Where an employee is required to:
- Reside at the hospital; or
  - Work in a manner which would be unsafe for the employee to drive home due to fatigue:

The employee will be entitled to the provision of minimum facilities including:

- Kitchen facilities and lounge area, with natural light where possible;
- A study area including sufficient desk space, adequate lighting and relevant IT facilities to enable reading;
- Lockers, if secure facilities are not provided elsewhere closer to work spaces;
- Separate fully partitioned bedrooms reasonably furnished with sufficient beds for those residing overnight or working in a manner which would be unsafe to drive home due to fatigue;
- Changing, toilet and shower facilities;
- The room(s) and associated facilities should be located as close as practicable to the hospital's acute area(s) and serviced regularly with linen supplied;
- Reasonable provision for light foodstuffs and beverages and facilities for the preparation of such.

### **64. TELEPHONE CALLS AND TELEMEDICINE**

- 64.1 When a MPG employee on Remote Call receives more than three telephone calls which do not result in a recall, the MPG employee will be paid for each additional call for 15 minutes at the rate of an additional 50% of the MPG employee's Hourly Rate.
- 64.2 When a MPG employee on Remote Call undertakes work from home through telemedicine, the MPG employee will be entitled to be paid at the rate of an additional 50% of the MPG employee's Hourly Rate provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period

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

## **65. HIGHER QUALIFICATION ALLOWANCE**

65.1 Clause 4.3.1 of the Award is not applicable.

## **66. WEEKEND PENALTIES**

66.1 A MPG employee will be paid an additional 50% of the MPG employee's Hourly Rate for working rostered hours of duty between midnight Friday and midnight Sunday.

66.2 A MPG employee will be paid an additional 75% of the MPG employee's Hourly Rate for working rostered hours of duty in excess of 8 hours on a Sunday. This penalty is in lieu of 66.1.

66.3 The penalties applicable in clause 66.1 and 66.2 are in lieu of other penalties payable in accordance with clause 67.

## **67. SHIFT PENALTIES**

67.1 Payment for hours of rostered duty that commence at or after 12 midday and which extend beyond 6.00 pm (not being hours of rostered duty for which payment is made in accordance with clauses 59, 66 or 67.2) will be made at the rate of an additional 15% of the Hourly Rate applicable to that MPG employee.

67.2 Payment for hours of rostered duty worked between 12 midnight and 8.00 am on any day (not being hours of rostered duty for which payment is made in accordance with clause 59) will be made at the rate of an additional 25% of the Hourly Rate applicable to that MPG employee.

## **68. PUBLIC HOLIDAYS**

68.1 For the purpose of this clause the following full-day public holidays will be allowed to MPG employees on full pay:

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

68.2 Where a MPG employee other than one on "Proximate Call", is rostered to work or recalled to work on any full-day public holiday or part-day public holiday, such employee must be paid an additional 150% of the MPG employee's Hourly Rate for all time worked. This penalty is in lieu of the penalties prescribed in clauses 59, 66 and 67.

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

## **69. ANNUAL LEAVE**

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

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

69.1.2 If not so rostered or required to be on duty or on call in accordance with 69.1.1, 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).

69.2 The employing authority can approve leave in anticipation of annual leave accruing for MPG employees where the nature of the appointment makes it impractical to do otherwise. Where annual leave is so granted and before the entitlement to that leave accrues to the MPG employee, the employee ceases for any reason to be an employee, then unless the employing authority

otherwise determines, a sum equal to the sum paid to the MPG employee in respect of that leave must be repaid to the employing authority.

- 69.3 Annual leave for a MPG employee will be granted by the employing authority and must be taken by the MPG employee before a further full year's entitlement to annual leave accrues. However, where the employing authority and the MPG employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.
- 69.4 If a period of annual leave for a MPG employee is deferred in accordance with 69.3 then:
- 69.4.1 The MPG employee may, during the first 6 months of the service year to which the annual leave has been deferred, apply to take such deferred leave during that service year. Upon receipt of such application, the employing authority will grant the leave sought, where possible at the time(s) requested but in any case within a 6 month period commencing from the date of application; and
- 69.4.2 Where the MPG employee does not make such application, the employing authority must grant and direct the MPG employee to take such deferred leave during that service year.
- 69.5 Where the employing authority and the MPG employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than 7 calendar days.
- 69.6 Where a MPG employee is terminated, the MPG employee is to be paid the appropriate pro rata entitlement for annual leave except that where the MPG employee has taken annual leave before rendering service appropriate to the amount of leave granted, the employing authority may recover the monetary equivalent of the excess leave taken.
- 69.7 Subject to 69.7.2, the rate of salary a MPG employee is entitled to receive whilst on annual leave will be that which such MPG employee would have received if during the period of leave the MPG employee had worked the average weekly number of hours worked by that MPG employee during the 12 months immediately prior to the date upon which the MPG employee proceeds on annual leave. However, where the MPG employee has not served for 12 months from the date of appointment to the date of commencement of leave, payment will be that which would have been received if during the period of leave the MPG employee had worked the average weekly number of hours worked by the MPG employee during this period of service.
- 69.7.1 For the purposes of this sub-clause 'the average weekly number of hours worked' means all hours actually worked including overtime and time worked on recall (other than when recalled on proximate call) during the preceding twelve months. In relation to proximate call, all time whilst on such call (including any duty performed) is to be included in the calculation.
- 69.7.2 The payment to be made (which is in addition to normal salary) whilst on annual leave will be calculated on the basis of time and one half of the average number of overtime and recall hours (other than recall on proximate call) worked. Payment for the average number of hours rostered on proximate call (including any duty performed) will be calculated at the rate of ordinary time.
- 69.7.3 Where the provisions of this sub-clause are more beneficial to a MPG employee than the provisions of 69.7.1, 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 MPG employee's annual salary as specified in Schedule 1.3 and 2.3 (as applicable) of this Agreement for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 69.8 The annual leave loading payable to a part-time MPG employee shall bear the same proportion of a full time MPG employee's loading entitlement as the hours of duty worked by the part-time MPG employee bear to the hours of duty of a corresponding full time MPG employee.
- 69.9 Where a Senior Medical Practitioner is in receipt of a Managerial Allowance as provided for in clause 9 of this Agreement such allowance will continue to be paid during periods of annual leave.
- 69.10 All other provisions relating to annual leave are contained in the HR Manual.

## **70. MEAL BREAKS**

- 70.1 Except in the circumstances described in 70.2, a MPG employee must not be required to work more than 6 hours without a meal break of half an hour.

- 70.2 The provisions of 70.1 do not apply in the case of emergencies or where the requirement to facilitate continuity of patient care results in the need for the MPG employee to continue active duty.
- 70.3 Except in the circumstances described in 70.4, where a MPG employee works in excess of 6 hours without a meal break, that MPG employee must be paid an additional penalty for all time worked until a meal break is taken and completed. The additional penalty payable under this clause is 50% of the Hourly Rate applicable to the MPG employee. Where a MPG employee performs work contemplated by clauses 59, 66 and 67 of this Agreement, this additional penalty is payable in addition to any other penalties that might be payable.
- 70.4 The provisions of 70.3 do not apply where a MPG employee has not been expressly instructed by that MPG employee's superior to continue working in excess of the 6th hour span.
- 70.5 Where a 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.

## 71. ROSTERS

- 71.1 Subject to the exception outlined in clause 71.3 below, all rosters for MPG employees must be promulgated to the MPG employee at least 28 days before the commencement of the roster and displayed in a location in the Unit that is accessible to the employees to whom the roster applies.
- 71.2 It is not intended that this provision of notice for rosters will detract from any more beneficial arrangement applicable within a health unit or DHA as at the commencement of this clause (an "existing arrangement") and all existing arrangements should be retained wherever possible.
- 71.3 Subject to situations in which clinical service or patient safety could be put at risk (including the requirement to cater for unforeseen events such as unplanned illnesses or absences), MPG rosters may only be altered with mutual agreement between the MPG employee and the rostering manager.
- 71.4 In situations in which agreement for a roster change cannot be reached, either party may escalate the issue to the Executive Director of Medical Services or delegate for resolution.

## 72. SICK LEAVE

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

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

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\*Refer clauses 55.1 and 55.6.

## 73. PROFESSIONAL DEVELOPMENT

- 73.1 MPG Employees in Accredited Training Programs
- 73.1.1 Subject to this clause 73.1, a MPG employee, other than a casual, who is in an accredited College training program, is entitled to:
- a) Examination leave available under clause 6.5 of the Award, which may also be used for the purposes of meeting other study or education commitments arising from an accredited training programme including attendance at conferences, seminars, courses and programmes, as required by the appropriate College.
  - b) Up to 5 days of paid leave per annum for other professional development, which may be accumulated to a total of 10 days in any two year period.
  - c) Operative from the first full pay period on or after approval of this Agreement, reimbursement of up to \$8,500 per annum (inclusive of any applicable FBT), which can be accumulated up to an amount of \$17,000 in any two year period, towards the cost incurred by the MPG employee in obtaining a specialist qualification (including examination fees or costs associated with undertaking an examination); costs directly



related to the relevant College training; or other professional development, provided that such MPG employee employed for less than 0.5 full time equivalent will be entitled to reimbursement of up to \$5,750 per annum (inclusive of any applicable FBT), which can be accumulated up to \$11,500 in any two year period.

73.1.2 In this clause 73.1 “professional development” means professional development as approved by the MPG employee’s direct line manager who will have regard to the MPG employee’s performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval.

73.1.3 Where a MPG employee has been reimbursed pursuant to this clause 73.1.1c) and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

### 73.2 MPG Employees Not In Accredited Training Programs

73.2.1 Subject to this clause 73.2, a MPG employee who is not in an accredited training program will be entitled to:

- a) Up to one week of paid leave every year for professional development, which can be accumulated to a total of 2 weeks in any two year period.
- b) Operative from the first full pay period on or after approval of this Agreement, reimbursement of up to \$4,500 per annum (inclusive of any applicable FBT) for professional development, which can be accumulated up to an amount of \$9,000 in any two year period, provided that such MPG employed for less than 0.5 full time equivalent will be entitled to reimbursement of up to \$2,250 per annum (inclusive of any applicable FBT), which can be accumulated up to \$4,500 in any two year period.

73.2.2 In this clause 73.2, “professional development” means professional development as approved by the MPG employee’s direct line manager who will have regard to the MPG employee’s performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval. It includes professional development provided through:

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

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

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

### 73.3 Senior Medical Practitioners Not in Accredited Training Programs

73.3.1 This clause operates in lieu of clause 73.2.1b of this Agreement.

73.3.2 Operative from the first full pay period on or after date of approval of this Agreement, a Senior Medical Practitioner, other than a casual, who is not in an accredited training program will be entitled to reimbursement of up to \$5,500 per annum (inclusive of any FBT) for professional development which can be accumulated up to \$11,000 in any two year period. Senior Medical Practitioners employed for less than 0.5 full time equivalent will be entitled to reimbursement of up to \$2,750 per annum which can be accumulated up to \$5,500 in any two year period.

73.3.3 Clauses 73.2.1a, 73.2.2, 73.2.3 and 73.2.4 apply to Senior Medical Practitioners Not in Accredited Training Programs.

73.4 To enable the current professional development anniversary date of 14 April to be maintained, the increased amounts stipulated in clauses 73.1.1, 73.2.1 and 73.3.2 of \$500 per annum for those employed for 0.5 FTE, or more, or \$250 per annum for those employed for less than 0.5 FTE, will be paid on a pro rata basis from the date of approval of this Agreement to 13 April 2018.

#### **74. TRAINING**

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

74.2 It is recognised that part of the average of 38 hours per week for MPG employees is specifically designed to allow such MPG employees to undertake training and educational activities. Such activities may include tutorials, lectures, grand rounds, and consultations with other medical officers on the understanding that the principal object of such activities is to develop, maintain or improve the skills and knowledge of such MPG employees. Rosters should take that into account having regard to practicality and local arrangements.

## SIGNATORIES

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Chief Executive, Department for Health  
and Ageing

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Witness

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Commissioner for Public Sector  
Employment, as the delegate of the Chief  
Executive, Department of the Premier and  
Cabinet, as the declared employer of  
public employees pursuant to the *Fair  
Work (General) Regulations 2009*

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Witness

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President, South Australian Salaried  
Medical Officers Association

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Witness

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

**1.1 CONSULTANTS**

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Consultant	1	\$194,265	\$199,122	\$204,100	\$209,203	\$214,433
	2	\$201,885	\$206,932	\$212,105	\$217,408	\$222,843
	3	\$209,503	\$214,741	\$220,110	\$225,613	\$231,253
	4	\$220,930	\$226,453	\$232,114	\$237,917	\$243,865
Senior Consultant	5	\$228,548	\$234,262	\$240,119	\$246,122	\$252,275
	6	\$236,166	\$242,070	\$248,122	\$254,325	\$260,683
	7	\$242,262	\$248,319	\$254,527	\$260,890	\$267,412
	8	\$248,356	\$254,565	\$260,929	\$267,452	\$274,138
	9	\$255,974	\$262,373	\$268,932	\$275,655	\$282,546

## 1.2 MEDICAL OFFICERS (AS DEFINED)

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$112,369	\$115,178	\$118,057	\$121,008	\$124,033
	2	\$117,448	\$120,384	\$123,394	\$126,479	\$129,641
	3	\$122,527	\$125,590	\$128,730	\$131,948	\$135,247
	4	\$127,605	\$130,795	\$134,065	\$137,417	\$140,852
	5	\$133,320	\$136,653	\$140,069	\$143,571	\$147,160
	6	\$139,669	\$143,161	\$146,740	\$150,409	\$154,169
	7	\$144,747	\$148,366	\$152,075	\$155,877	\$159,774
	8	\$152,365	\$156,174	\$160,078	\$164,080	\$168,182
	9	\$165,062	\$169,189	\$173,419	\$177,754	\$182,198

### 1.3 MEDICAL PRACTITIONER GROUP

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Intern	1	\$69,834	\$71,580	\$73,370	\$75,204	\$77,084
Medical Practitioner	2	\$76,184	\$78,089	\$80,041	\$82,042	\$84,093
	3	\$82,532	\$84,595	\$86,710	\$88,878	\$91,100
	4	\$95,863	\$98,260	\$100,717	\$103,235	\$105,816
	5	\$104,116	\$106,719	\$109,387	\$112,122	\$114,925
	6	\$110,466	\$113,228	\$116,059	\$118,960	\$121,934
	7	\$116,814	\$119,734	\$122,727	\$125,795	\$128,940
	8	\$123,163	\$126,242	\$129,398	\$132,633	\$135,949
Senior Registrar	1	\$126,972	\$130,146	\$133,400	\$136,735	\$140,153
	2	\$132,050	\$135,351	\$138,735	\$142,203	\$145,758
Senior Medical Practitioner	1	\$146,016	\$149,666	\$153,408	\$157,243	\$161,174
	2	\$153,636	\$157,477	\$161,414	\$165,449	\$169,585
	3	\$165,697	\$169,839	\$174,085	\$178,437	\$182,898
	4	\$175,221	\$179,602	\$184,092	\$188,694	\$193,411
	5	\$181,529	\$186,067	\$190,719	\$195,487	\$200,374
	6	\$188,064	\$192,766	\$197,585	\$202,525	\$207,588

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

**2.1 CONSULTANTS**

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Consultant	1	\$162,806	\$166,876	\$171,048	\$175,324	\$179,707
	2	\$169,191	\$173,421	\$177,757	\$182,201	\$186,756
	3	\$175,575	\$179,964	\$184,463	\$189,075	\$193,802
	4	\$185,152	\$189,781	\$194,526	\$199,389	\$204,374
Senior Consultant	5	\$191,536	\$196,324	\$201,232	\$206,263	\$211,420
	6	\$197,921	\$202,869	\$207,941	\$213,140	\$218,469
	7	\$203,028	\$208,104	\$213,307	\$218,640	\$224,106
	8	\$208,136	\$213,339	\$218,672	\$224,139	\$229,742
	9	\$214,521	\$219,884	\$225,381	\$231,016	\$236,791

## 2.2 MEDICAL OFFICERS (AS DEFINED)

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Medical Officer (MD-1)	1	\$96,756	\$99,175	\$101,654	\$104,195	\$106,800
	2	\$101,132	\$103,660	\$106,252	\$108,908	\$111,631
	3	\$105,503	\$108,141	\$110,845	\$113,616	\$116,456
	4	\$109,877	\$112,624	\$115,440	\$118,326	\$121,284
	5	\$114,798	\$117,668	\$120,610	\$123,625	\$126,716
	6	\$120,264	\$123,271	\$126,353	\$129,512	\$132,750
	7	\$124,638	\$127,754	\$130,948	\$134,222	\$137,578
	8	\$131,195	\$134,475	\$137,837	\$141,283	\$144,815
	9	\$142,130	\$145,683	\$149,325	\$153,058	\$156,884



## 2.3 MEDICAL PRACTITIONER GROUP

Level	Step	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
		\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Intern	1	\$64,884	\$66,506	\$68,169	\$69,873	\$71,620
Medical Practitioner	2	\$70,779	\$72,548	\$74,362	\$76,221	\$78,127
	3	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638
	4	\$89,065	\$91,292	\$93,574	\$95,913	\$98,311
	5	\$90,101	\$92,354	\$94,663	\$97,030	\$99,456
	6	\$95,595	\$97,985	\$100,435	\$102,946	\$105,520
	7	\$101,090	\$103,617	\$106,207	\$108,862	\$111,584
	8	\$106,582	\$109,247	\$111,978	\$114,777	\$117,646
	Senior Registrar	1	\$109,332	\$112,065	\$114,867	\$117,739
2		\$113,705	\$116,548	\$119,462	\$122,449	\$125,510
Senior Medical Practitioner	1	\$125,731	\$128,874	\$132,096	\$135,398	\$138,783
	2	\$132,290	\$135,597	\$138,987	\$142,462	\$146,024
	3	\$142,675	\$146,242	\$149,898	\$153,645	\$157,486
	4	\$150,658	\$154,424	\$158,285	\$162,242	\$166,298
	5	\$156,082	\$159,984	\$163,984	\$168,084	\$172,286
	6	\$161,701	\$165,744	\$169,888	\$174,135	\$178,488

## SCHEDULE 3: ALLOWANCES

### 3.1 MANAGERIAL ALLOWANCES

	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit or Sub-Unit of a Large Unit	\$8,253	\$8,459	\$8,671	\$8,888	\$9,110
Large Unit	\$19,363	\$19,847	\$20,343	\$20,852	\$21,373
Divisional/Clinical Director	\$34,282	\$35,139	\$36,018	\$36,918	\$37,841
Clinical Services Director	\$58,179	\$59,633	\$61,124	\$62,652	\$64,219

### 3.2A REMOTE CALL ALLOWANCES

	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
	\$	\$	\$	\$	\$
Night, part of Saturday, Sunday, Public Holiday, part of any other day normally rostered off duty	\$41.30	\$42.33	\$43.39	\$44.47	\$45.58

### 3.2B REMOTE CALL ALLOWANCES

	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
	\$	\$	\$	\$	\$
Full Saturday, Sunday, Public Holiday, any other day normally rostered off duty	\$65.60	\$67.24	\$68.92	\$70.64	\$72.41

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

**RECALL**

	Current	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2017
	Consultant step 1 to 4 \$ per hour (pro rata for part)	Senior Consultant step 5 to 9 \$ per hour (pro rata for part)	Consultant step 1 to 4 \$ per hour (pro rata for part)	Senior Consultant step 5 to 9 \$ per hour (pro rata for part)
Schedule 4.1: Any day other than a Sunday or Public Holiday (first three hours), telephone calls & telemedicine	\$16.50	\$27.50	\$18.15	\$30.25
Schedule 4.2: Any day other than a Sunday or Public Holiday (after first three hours) & Sunday	\$22.00	\$38.50	\$24.20	\$42.35
Schedule 4.3: Public Holiday	\$27.50	\$49.50	\$30.25	\$54.45

**IMMEDIATE RECALL**

	Current	Current	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2018
	Consultant step 1 to 4 \$ per hour (pro rata for part)	Senior Consultant step 5 to 9 \$ per hour (pro rata for part)	Consultant step 1 to 4 \$ per hour (pro rata for part)	Senior Consultant step 5 to 9 \$ per hour (pro rata for part)
Schedule 4.4: Any day other than a Sunday or Public Holiday 8am to midnight (first three hours)	\$33.00	\$55.00	\$36.30	\$60.50
Schedule 4.5: Any day other than a Sunday or Public Holiday 8am to midnight (after first three hours) & Sunday	\$44.00	\$77.00	\$48.40	\$84.70
Schedule 4.6: Public Holiday	\$55.00	\$99.00	\$60.50	\$108.90

	<b>Current</b>	<b>Current</b>	<b>first full pay period to commence on or after 14 April 2017</b>	<b>first full pay period to commence on or after 14 April 2017</b>
	<b>Consultant step 1 to 4 \$ per hour (pro rata for part)</b>	<b>Senior Consultant step 5 to 9 \$ per hour (pro rata for part)</b>	<b>Consultant step 1 to 4 \$ per hour (pro rata for part)</b>	<b>Senior Consultant step 5 to 9 \$ per hour (pro rata for part)</b>
Schedule 4.4a: Any day other than a Sunday or Public Holiday midnight to 8am (first three hours)	\$99.00	\$132.00	\$108.90	\$145.20
Schedule 4.5a: Any day other than a Sunday or Public Holiday midnight to 8am (after first three hours) & Sunday	\$110.00	\$154.00	\$121.00	\$169.40
Schedule 4.5b: Sunday midnight to 8am (after the first three hours)	\$99.00	\$132.00	\$108.90	\$145.20

## SCHEDULE 5: INJURY AND INCOME PROTECTION PRINCIPLES

### 1. PREAMBLE

- 1.1 This 'injury and income protection' policy is founded upon the current Police Disability Pension under regulation 38a of the Southern State Superannuation Regulations 2009 that is available to workers who meet specific criteria for eligibility.
- 1.2 The Regulations referred to above were introduced during the operation of the previous *Workers Rehabilitation and Compensation Act 1986*.
- 1.3 The content of an amended regulation 38a and the principles agreed between the Government and the Police Association of South Australia are set out in this policy.
- 1.4 Under this new 'injury and income protection' policy an eligible worker will receive entitlements as outlined in this policy.

### 2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

### 3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the CE SA Health or delegate.
- 3.2 In administering this policy the CE SA Health shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

### 4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means CE, DHA or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an independent medical adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional weekly earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

### 5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
  - (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.

- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) without limiting paragraph (a)—
    - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
  - (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
  - (d) return to suitable employment when reasonably able to do so; and
  - (e) take reasonable steps to mitigate any possible loss on account of the work injury.

## 6. RETURN TO WORK COMMITMENT

- 6.1 Whereas:
- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
  - (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## 7 COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

- 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:
- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
  - (b) the injury—
    - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
    - ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
    - iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
    - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
  - (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
  - (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
  - (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
  - (b) A redemption of 7.4(a).

## **8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015**

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
  - (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014* and;
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014* and;
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI) and;
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.

## **9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)**

- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
  - (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity; or

- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the Return to Work Act 2014 has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## 10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.



- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has “returned to work” under the *Return to Work Act 2014*; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
  - (e) Retires, resigns or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES**

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim ‘out of pocket’ costs against this policy for:
- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.

## **12. DISPUTATION RESOLUTION PROCEDURE**

- 12.1. Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with clause 9.

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