



The Agreement Explained

If a majority of employees who vote support this proposed Agreement (i.e. vote Yes), an application under the Fair Work Act 1994 will be made to the South Australian Employment Tribunal (SAET) for approval. The Agreement will only have effect if it is approved.

This explanatory document:

- Should be read in conjunction with the SA Health Salaried Medical Officers Enterprise Agreement 2021 (the proposed Agreement). The Proposed Agreement and the SA Health Salaried Medical Officers Enterprise Agreement 2017 (the current Agreement) and the relevant Award can be found on the Department for Health and Wellbeing website at: www.sahealth.sa.gov.au/enterprisebargaining. You can also obtain a copy by contacting your Human Resources Section; Explains the effect of the terms of the proposed Agreement; Identifies differences between the proposed Agreement and the current Agreement and relevant South Australian Medical Officers Award (the Award) provisions; Identifies the procedures in the proposed Agreement for preventing and settling industrial disputes; Indicates whether any term of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees; and Informs employees of their rights to be represented in relation to proceedings for approval of the Agreement.

Note: Under the Fair Work Act 1994 (SA), an agent of the employee's choice or a registered association of employees may represent an employee proposed to be covered by an agreement.

PART A PRELIMINARY

Clauses 1 to 3 (Part A) cover preliminary matters such as the name of the proposed Agreement, its nominal life, the parties bound by the proposed Agreement and various definitions.

Clause 1 Enterprise Agreement

There is a similar clause in the current Agreement. This clause identifies the proposed Agreement and the part of the Fair Work Act 1994, under which it is made. The term of the proposed Agreement is for the period commencing on the date of approval of the Agreement by the SAET and nominally expiring three years after the date of approval. The proposed Agreement is to be read and interpreted in conjunction with the Award.

Clause 2 Parties Bound

This clause is the same as the current Agreement, other than it has been changed to reflect that the Chief Executive, Department of Treasury and Finance, is now the declared public employer under the Fair Work Act 1994. This clause identifies those who are covered by and those excluded from the proposed Agreement.

Clause 3 Definitions

Like the Award and current Agreement, this clause defines certain terms and abbreviations used in the proposed Agreement. Compared with the current Agreement, some definitions have been updated to reflect changes to departmental names or in the name of the proposed Agreement.

PART B PROVISIONS APPLYING TO ALL EMPLOYEES

Clauses 4 to 25 (Part B) are applicable to all employees covered by the Agreement.

Clause 4 Objects and Commitments

Clause 4 has been updated to include reference to the current South Australian Health and Wellbeing Strategy 2020-2025. Clause 4.7 'Criteria Led Discharge' was only applicable to the SA Health Salaried Medical Officers Enterprise Agreement 2017, and has therefore been removed from the proposed agreement.

Clause 5 Consultation

There is an equivalent clause in the current Agreement which provides a commitment to a number of consultative principles.

Clause 6 Salary

There are similar clauses in the current Agreement. This clause provides for the salaries payable to General Public Sector Salary Sacrifice Scheme (GPSSSS) and Medical Officer Specific Salary Sacrifice Scheme (MOSSSS) employees as detailed in Schedules 1 and 2 of the proposed Agreement.

It is proposed that increases will apply to Schedules 1 and 2 of 1.5% per annum on and from the first full pay period (ffpp) to commence on or after 14 April 2021; 14 April 2022; 14 April 2023 and 14 April 2024. There are separate Schedules for GPSSSS and MOSSSS employees.

Clause 7 Casual Employees

This clause remains the same as the current Agreement.

Clause 8 Salary Packaging Arrangements

The current Agreement contains the same clause. Salary packaging will again be available for the life of the Agreement. This clause contains a definition of "salary" for the purpose of salary sacrifice arrangements. This clause explains the applicability and general operative parameters of Salary Sacrifice Agreements pursuant to GPSSSS and MOSSSS.

The clause also provides that employees may elect to transfer from MOSSSS to GPSSSS within three (3) months following approval of the Agreement and effective 1 April 2022, 1 April 2023 and 1 April 2024.

Clause 9 Managerial Allowances

This clause explains the applicability of Managerial Allowances and increases thereto. There are new rates contained in Schedule 3.1 (with increases to Managerial Allowance from the first full pay period on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024).

Clause 10 Relocation Expenses

This clause is the same as in the current Agreement. It provides for the reimbursement of relocation expenses in accordance with the SA Health (Health Care Act) Human Resources Manual.

Clause 11 Workplace Flexibility

This clause is the same as the current Agreement. It supports Workplace Flexibility by enabling agreement at workplace level in relation to flexible employment arrangements which aim to balance the needs of employees with operational needs (for example, hours of work).

Clause 12 Worklife Flexibility

This clause is similar to the current Agreement. It specifies terms regarding: Voluntary Flexible Working Arrangements; Family Carers Leave; Paid Maternity/Adoption/Surrogacy Leave; Return to Work on a Part Time Basis; and Reimbursement of Reasonable Child Care Costs. The main difference is changes to Family Carers Leave, Paid Partner Leave and inclusion of a new provision 'employees who are breastfeeding'.

Voluntary Flexible Working Arrangements

This clause is the same as the current Agreement and continues to provide for arrangements for an employee, upon agreement with the employing authority, to enter into a Voluntary Flexible Working Arrangement to balance work and other (including family) commitments.

Family Carers Leave

This clause has been updated to remove the cap of 10 days on the amount of Family Carer's Leave that can be accessed from an employee's normal sick entitlement in any one (1) year, to provide support for a sick family member.

Paid Maternity/Adoption/Surrogacy Leave

This clause is the same as the provision in the current agreement:

- Paid Partner Leave

This clause has been changed to reflect that an employee (other than a casual employee) can now access up to two calendar weeks (ie 10 working days) of their accrued sick leave entitlement for the purposes of paid partner leave.

Return to Work on a Part Time Basis

This clause is the same in the current Agreement. It provides for an employee to return to work on a part time basis after Maternity/Adoption/Surrogacy Leave, at the employee's substantive level, until the child's second birthday.

Reimbursement of Reasonable Child Care Costs

This clause is the same as the current Agreement. It outlines reimbursement of reasonable childcare costs in certain circumstances where an employee, other than a casual employee, is to work outside of their rostered or required hours with less than 24 hours' notice.

Employees who are Breastfeeding

This is a new sub clause providing for breastfeeding arrangements for employees.

Clause 13 Work Health and Safety

This clause has been updated to include a sub-clause, confirming the importance of respectful behaviour and that bullying, harassment, sexual harassment, victimisation or discrimination will not be tolerated. .

Clause 14 Reimbursement of Reasonable Travel Costs

This clause is the same as the current Agreement. It details the provision of suitable facilities in the circumstance that it would be unsafe for an employee to drive home due to fatigue. Alternatively, where such facilities are not available, provision is made for reimbursement of travelling costs. Additional provision is made for reimbursement of travelling costs in other specified circumstances where an employee, other than a casual employee, is directed to work outside of their rostered or required hours of work and the period of work starts or finishes outside the ordinary timetabled operating hours of public transport. Relevant arrangements and entitlements are specified.

Clause 15 Domestic/Family Violence

This clause is the same as the provision in the current agreement. It provides for the application of the Commissioner for Public Sector Employment's Determination 3.1 as it relates to the provision for special leave with pay to those employees suffering from or escaping domestic/family violence. No other part of Determination 3.1 applies to employees covered by this Enterprise Agreement.

Clause 16 Pre-Employment Screenings

This clause is the same as the current Agreement. Apart from the usual medical checks that may be required by an employer, this provision allows for Police or other checks to be made in respect of any prospective employee. The employer must first gain permission from the prospective employee before a check can be made. Information gained through such checks is kept confidential and cannot be shared with any third parties. 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.

Clause 17 Job and Person Specification

This clause is the same as the current Agreement. It details the requirement to provide and review the job and person specification relevant to their position for all employees. The clause provides that such job and person specifications are to be reviewed, in consultation with the relevant employee at least every two years, and may be amended within the two year period with the agreement of the employer and employee.

Clause 18 Job Planning

This clause is the same as the current Agreement. It provides that job planning is an annual process for both SMPs 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.

SMPs and Consultants will have an agreed written job plan that reflects the average time to be spent on clinical and non-clinical duties and responsibilities.

Clause 19 Term Appointments

This clause is the same as the current Agreement. It provides that permanent employment is the preferred employment status, and indicates when an employee may be employed on a temporary basis.

Clause 20 Notice of Termination by Employee

This clause is the same as the current Agreement and provides that a

Consultant must provide a minimum of six (6) weeks' notice unless otherwise agreed. Other salaried medical officers must provide a minimum of two (2) weeks' notice. This clause is in lieu of clause 3.3.5 of the Award, which states that employees must provide a minimum of two (2) weeks' notice.

Clause 21 Industrial Dispute Resolution

This clause is the same as in the current Agreement. This clause continues to detail the process for dealing with any grievances or disputes that may occur during the life of the Agreement. The clause provides for a staged process to manage disputation, and that this process should be exhausted prior to any party referring the matter to the SAET.

Clause 22 No Extra Claims

This is the same as the current Agreement. The proposed Agreement is taken to have satisfied and discharged all claims of any description as to monies or conditions; and includes an undertaking to not take or support any action that would result in disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation.

Clause 23 Reviews

This clause is the same as the current Agreement. It provides for a number of reviews to be undertaken jointly between SA Health and the Association during the life of the proposed Agreement. These reviews are for the Managerial Allowance criteria; Implementation of Models of Care; On call and recall (including telemedicine) and Job Planning (including non-clinical time). Should the parties reach agreement in relation to any matter arising from the reviews, an application may be made to the SAET to vary the proposed Agreement to give effect to the agreed matter.

Clause 24 Injury and Income Protection

This clause is the same as the current Agreement. This clause provides for additional injury and income protection will apply to employees where entitlements under the *Return to Work Act 2014* have ceased, in accordance with the Principles set out in Schedule 5 of the proposed Agreement.

Clause 25 Not to be Used as a Precedent

This clause is the same as the current Agreement. It specifies that this Agreement shall not be used as a precedent elsewhere in the public sector.

PART C PROVISIONS APPLYING TO CONSULTANTS

Clauses 26 to 45 (Part C) are applicable to Consultants covered by the Agreement.

Clause 26 Definitions

This clause is the same as the current Agreement. It provides definitions for the terms Consultant, Senior Consultant and Hourly Rate for Consultants.

Clause 27 Hours of Duty

This clause is the same as the current Agreement. It provides that Consultants have no fixed hours of duty and that the salary for Consultants takes into account teaching and research work, and there are no separate payments made for overtime or weekend work. This clause excludes the application of clause 3.1.1.3 (ii), second sentence of the Award to the "...effect that there be no restriction on the minimum number of hours of engagement of a part-time Consultant".

Clause 28 Hours Free of Duty

This clause is the same as the current Agreement. It provides that a Consultant must have at least eight (8) consecutive hours off duty between required duty on one day and required duty on the next day. If this requirement is not met, provision is made for release from duty without loss of pay.

Clause 29 Attraction and Retention Allowances

This clause is the same as the current Agreement. It provides for payment of Attraction and Retention Allowances to categories of Consultants and the arrangements and conditions that are to apply to those Allowances.

The Attraction and Retention Allowance is calculated on the Consultant's annual salary specified in Schedule 1.1 or 1.2 of the Agreement; is payable fortnightly; is payable proportionate to the Consultant's full time equivalent in the relevant specialty detailed in clause 29.2 of the proposed Agreement; will not be used in the calculation of remote call, penalty and recall

payments; is payable during periods of leave, although not for payment in lieu on termination; is not considered "Base Salary" for any private practice agreement (or applicable scheme); and does not derogate from earnings received by a Consultant in accordance with a private practice Memorandum of Agreement and the Capped Private Practice as per the DH Salaried Medical Officers Private Practice Agreement 2008 (PPA 2008) or its successor.

The A&R Allowances are as follows:

Emergency Medicine Consultant* & Paediatric Emergency Consultant**	67% ¹
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".

Private practice cap refers to the percentage specified in the Capped Private Practice table (refer below), which applies to the applicable Consultant. The clause remains the same as compared to the current Agreement.

	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 of 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".

Clause 29.8.5 in the proposed Agreement provides that the parties agree that the Capped Private Practice table, which applies to the applicable Consultant may be varied by the SAET consequent on an application by the declared employer or the Association to the SAET for an agreed variation. To the extent necessary under the *Fair Work Act 1994*, in agreeing to this Agreement, the parties 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.

Clause 29.9 in the proposed Agreement provides that 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.

Clause 30 Flexible Hours Arrangement (voluntary)

This clause is the same as the current Agreement. It provides for the implementation by SA Health of Flexible Hours Arrangement (FHA) to apply on a voluntary basis to a Consultant or Consultants. A FHA is an arrangement in which a Consultant or 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: to Consultants which includes the following:

- Between 7.00am and 8.00am (incl.) Monday to Friday (incl.); or
- Between 6.00pm and 10.00pm (incl.) Monday to Friday (incl.); or
- Between 7.00am to 10.00pm (incl.) on any Saturday, Sunday, or on a full-day or part-day public holiday.

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 the clause.

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 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)'):

- Participation cannot be required or directed by the employer.
- A Consultant (or group) will not suffer a detriment by the employer by reason of non-participation or cessation of participation.

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.

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:

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

A FHA roster:

- Will be provided not less than four weeks prior to commencement of the FHA roster;
- 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);
- May be varied by agreement as between the applicable clinical head and participating Consultant/s (or group), whether as to times, cycle or otherwise.

A Consultant who is working pursuant to a FHA will be entitled to penalty payments for those hours of attendance as specified in the FHA that attract a penalty payment:

- 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.
- All hours worked between 0700 and 2200 on a Saturday and/or 2200 Sunday: an additional 50% of the Hourly Rate applicable to that Consultant.
- All hours worked on a Full-day Public Holiday or during the applicable hours of a Part-day Public Holiday: an additional 150% of the Hourly Rate applicable to that Consultant, which is in lieu of the additional 25% and 50% specified above.

FHA arrangements will not apply to rostering provisions applicable to Accident and Emergency, Intensive Care Units and/or MedSTAR.

Clause 31 Shift Penalties

This clause is the same as the current Agreement. It sets out the entitlement to penalties with respect to shift work and weekend work in Accident and Emergency, Intensive Care Units, and MedSTAR as a service in which Consultants receive penalties for shift and weekend work. Penalties are 15%, 25% or 50% depending on the span of the rostered shift and the day on which it is worked. There is no provision for shift penalties in the Award for Consultants.

Clause 32 Public Holidays

This clause is the same as the current Agreement. The provision provides Consultants continue to have a day added to annual leave if their rostered day off falls on a public holiday between Monday to Friday. However, where a Consultant has been rostered to work a full-day or part-day public holiday, the clause provides that a Consultant will be paid an additional 150% of the Hourly Rate applicable to that Consultant for each hour worked on the full-day or part-day public holiday.

Clause 33 Annual Leave

This clause is the same as the current Agreement. It provides for a basic entitlement of 28 calendar days per service year of Annual Leave. An additional entitlement of seven (7) calendar days per service year of Annual Leave is provided to Consultants rostered: regularly over seven (7) days of the week; or on duty or on call on seven (7) days of the week (including Sundays and Public Holidays). Included in this clause are rules regarding such matters as the taking and deferment of Annual Leave and relevant payments. Reference is also made to the Annual Leave provisions in the SA Health (Health Care Act) Human Resources Manual.

Clause 34 Remote Call

This clause is the same as the current Agreement. It provides for the obligation of Consultants to be available for rostering on remote call, and to treat public and private patients if recalled to duty. The annual remote call allowances are also provided for in this clause.

The clause also provides that a Consultant should not be rostered on remote call for more than one in two nights/days on a regular and systematic basis except in short term situations 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.

The inclusion of a period of four weeks as a maximum period for more than one in two nights/days remote call duties within a remote call roster cycle spanning eight weeks does not preclude a shorter period as may be appropriate in the particular circumstances, which will differ across the health system. For example, if in practice there is a high frequency of actual recalls; consideration should be given to a shorter period having regard to safety and other considerations.

Clause 35 Part-time employees in the Consultant group

This clause is the same as the current Agreement. It provides that 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.

Clause 36 Consultants Required to Participate On More than One Remote Call Roster

This clause is the same as the current Agreement and provides that 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 clause 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 clause 35.1.

Clause 37 Recall

This clause is to the same effect as in the current Agreement. Provision is made for additional hourly rates in relation to the specified circumstances of recall.

- A Consultant recalled to duty on any day other than a Sunday or Public Holiday 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.
- 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.

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

Rates in Schedule 4 for recall have been increased by 6% on and from the fpp commencing on or after 14 April 2021 as follows:

\$ per hour (pro rata for part)	Consultant step 1 to 4	Senior Consultant step 5 to 9
Schedule 4.1	\$19.24	\$32.07
Schedule 4.2	\$25.65	\$44.89
Schedule 4.3	\$32.07	\$57.72

Clause 38 Immediate Recall

This clause is the same as the current Agreement. This clause applies to a Consultant who is designated by the Chief Executive Officer (or their delegate) as a Consultant on immediate recall who meets the following criteria: is rostered on call pursuant to clause 34; and is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; and is required to return to the applicable health unit site within thirty minutes. Designation as a Consultant on immediate call is subject to a periodic review at least twice a year by the CEO of a health unit or their delegate.

Those Consultants who are designated as being on Immediate Recall as at the date of approval of the proposed Agreement should remain as designated on immediate call, subject to the next periodic review by the CEO of the relevant health unit, or their delegate.

The clause permits the designated Consultant to elect the option to receive recall payments derived from Commonwealth Medicare Benefits Schedule (CMBS) rates; or the option to receive recall payment based on hourly rates plus, depending when worked, an additional payment.

If the Consultant elects to be paid an hourly rate:

- 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. 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).
- 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. After the first three (3) 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).
- For a Public Holiday, will be paid an additional 150% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 4.6 for each hour.
- The hourly rates will be pro rata for part of an hour based on 15 minute segments.
- The hourly rates in Schedule 4 for Immediate Recall: Additional Payments have been increased by 6% on and from the fpp on or after 14 April 2021 as follows:

\$ per hour (pro rata for part)	Consultant step 1 to 4	Senior Consultant step 5 to 9
Schedule 4.4	\$38.48	\$64.13
Schedule 4.5	\$51.30	\$89.78
Schedule 4.6	\$64.13	\$115.43

Midnight – 8am

\$ per hour (pro rata for part)	Consultant step 1 to 4	Senior Consultant step 5 to 9
Schedule 4.4a	\$115.43	\$153.91
Schedule 4.5a	\$128.26	\$179.56
Schedule 4.5b	\$115.43	\$153.91

If the Consultant elects to receive recall payments derived from CMBS rates the Consultant will be paid:

For recall involving procedural work:

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

For recall involving consultation only:

- A minimum of three (3) hours at an additional 50% of the Consultant's 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.

Clause 39 Reimbursement of Travel Costs Associated with Recall

This clause is the same as the current Agreement. This clause provides that all Consultants who travel to work as a result of receiving a recall or immediate recall to work will be reimbursed at the rates specified in the SA Health (Health Care Act) HR Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route. The clause also enables a Consultant to elect a deeming arrangement that will facilitate reimbursement for motor vehicle travel when being recalled.

Clause 40 Telephone Calls and Telemedicine

This clause is the same as the current Agreement, providing that 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 an additional 50% of the Hourly Rate plus an hourly rate prescribed in Schedule 4.1.

When a Consultant on Remote Call or Immediate Call undertakes work from home through telemedicine, the Consultant will be paid an additional 50% of the Hourly Rate plus an hourly rate as prescribed in Schedule 4.1 for each hour provided that the total time spent working is at least 30 minutes.

Pro-rata for part of an hour is based on 15 minute segments. This provision is not subject to a minimum 3 hour payment.

Clause 41 Private Practice

This clause is the same as the provision in the current Agreement. This clause acknowledges the mutual benefit of private practice arrangements and that there is a PPA 2008 that includes Scheme One and Scheme Two.

The clause also deals with how the Agreement and the PPA 2008 relate to each other, and that any monies, entitlements or obligations arising under the PPA 2008 or the Agreement will not count for any purpose whatsoever of the other unless expressly stated. The PPA 2008 does not form part of the Agreement.

The clause also provides that the PPA 2008 reflects a negotiated agreement between SA Health and the Association, and provides that it may not be altered or withdrawn without consent of both parties.

Clause 42 Salary Progression

This clause is the same as the current Agreement. It specifies annual incremental progression based on years of experience to Level 9.

Clause 43 Continuous Duty Allowance

This clause is the same as the current Agreement. It prescribes circumstances for payment of the Continuous Duty Allowance for recipients of the Allowance prior to 1 July 1998, subject to the operation of clause 29.

Clause 44 Commitment to Research

This clause is the same as the current Agreement. It acknowledges that the Department for Health and Wellbeing (DHW) recognises the importance of research as an integral aspect of the work of many Consultants.

Clause 45 Professional Development

This clause is the same as the clause in the current Agreement, which operates in lieu of clause 6.6 of the Award. This clause provides for reimbursement for professional development expenses. For Consultants employed for 5 nominal half days or more they are able to access up to \$22,000 per annum. For Consultants employed for less than five nominal half days in a calendar week, they will be able to access up to \$11,000 per annum.

Up to ten (10) days leave on full pay is provided for professional development purposes. The leave and reimbursement can be accumulated in any period of two (2) years.

Professional development means professional development approved by a direct line manager having regard to a performance development plan (where the absence of a plan will not preclude approval).

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

Clauses 46 to 51 (Part D of the proposed Agreement) are applicable to the Medical Officers stream as defined in the Award.

Clause 46 Appointment and Classification

This clause is the same as the current Agreement. It facilitates the phasing out of the Medical Officers (as defined) classification.

Clause 47 Professional Development

This clause is the same as the current Agreement. It provides that clause 73.2 of the proposed Agreement (MPG professional development) applies to Medical Officers (as defined).

Clause 48 Remote Call

This clause is the same as the current Agreement. It provides that clauses 60.7, 60.8, 60.9, 60.10 and 60.11 of the proposed Agreement apply to Medical Officers (as defined).

Clause 49 Recall

This clause is the same as the current Agreement. It provides that clause 61 of the proposed Agreement applies to Medical Officers (as defined).

Clause 50 Annual Leave

This clause is the same as the current Agreement. It provides that clause 33 of the proposed Agreement applies to Medical Officers (as defined).

Clause 51 Other Conditions of Employment

This clause is the same as the current Agreement. Other conditions of employment prescribed by the Award apply to Medical Officers (as defined).

PART E PROVISIONS SPECIFIC TO THE MEDICAL PRACTITIONER GROUP (MPG)

Clauses 52 to 74 (Part E) are applicable to the Medical Practitioner Group (MPG).

The Medical Practitioner Group classification is unique to the Agreement and the Award does not recognise such a group. Consequently, there are no separate provisions in the Award pertaining to the Medical Practitioner Group as a whole. The Medical Practitioner Group includes some employees who fall within the Trainee Medical Officers definition in the Award.

Clause 52 Definitions

This clause contains definitions for the classifications of employee within the Medical Practitioner Group.

The main changes to this clause are the inclusions of sub clauses 52.2.5, 52.3.3 52.5.4, which confirm that the minimum contractual term for a Limited Registration Medical Practitioner, Medical Practitioner and Senior Registrar, will be three (3) years. The parties will establish a working group to discuss progress of the principles of implementation of this change.

The clause provides recognition of MPG employees as Senior Registrars where, having obtained a specialist qualification from a College recognised by the Australian Medical Council, the employee submits written evidence of having satisfactorily completed the requirements for the fellowship (eg, a letter of confirmation) from the College to the employer. On providing the evidence, the MPG employee will progress to the Senior Registrar classification and will be paid at step 1 of the Senior Registrar salary scale from the fpp on or after the evidence is provided to the employer.

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

Clause 53 Progression

This clause is the same as the clause in the current Agreement. The clause outlines the system of annual incremental progression within any given classification of the MPG group. The clause also provides that a Medical Practitioner step 4 or step 5 who is accepted into an accredited training program will advance one increment on and from the fpp commencing on or after the date on which they are employed in an accredited training position.

The new increment date will be the new anniversary date for the purposes of incremental progression for such employees.

Clause 54 Part Time Employees in the Medical Practitioner Group

This clause is the same as the current Agreement. A definition of part time employee is contained in this clause, with provision for a minimum weekly total of four (4) hours and pro rata payment of salary.

Clause 55 Hours of Duty

The clause has been amended from the current Agreement to include that MPG employees will be paid for all hours that they work.

Clause 56 Hours Free of Duty

This clause is the same as the current Agreement.

Clause 57 Roster Changeovers

This clause is the same as the current Agreement.

Clause 58 Shift Lengths

This clause is the same as the current Agreement.

Clause 59 Overtime

This clause is the same as the current Agreement.

Clause 60 On Call**Proximate Call**

This is the same clause as the current Agreement. It contains provisions regarding the "Proximate Call" system applicable to Medical Practitioners and Senior Registrars, which involves being on call and remaining within the precincts of the relevant health unit site. It sets out the factors that the employing authority must take into consideration in deciding whether to require an employee to undertake a period of Proximate Call and the applicable authorisation process and conditions. Other limitations and requirements are also contained in the clause. Penalty rates are also included in the clause.

Remote Call

This clause contains provisions regarding the "Remote Call" system applicable to all MPG employees, which involves being available for duty although there is no obligation to remain within the precincts of the relevant health unit site. Schedules 3.2A and 3.2B contain increases to Remote Call Allowances for MPG employees consistent with salary increases to commence from or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024.

Clause 61 Recall

This clause is the same as the current Agreement.

Clause 62 Reimbursement of Travel Costs Associated with Recall

This clause is the same as the current Agreement. It provides that all MPG employees who travel to work as a result of receiving a recall to work will be reimbursed at the rates specified in the SA Health (Health Care Act) Human Resources Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route; be permitted to use a taxi or a Government vehicle at the employing authority's expense to travel to and from the health unit site; and be reimbursed any parking fees necessarily incurred. The clause also enables an MPG employee to elect a deeming arrangement that will facilitate reimbursement for motor vehicle travel when being recalled.

Clause 63 Physical Facilities

This clause is the same as the current Agreement. It provides for minimum facilities for MPG employees which, where relevant, are in addition to those provided for in clause 14 of the proposed Agreement. This clause operates in lieu of clause 8.1 of the Award.

The clause acknowledges the importance of MPG employees having quality facilities to enable them to manage their health and wellbeing, fatigue, discuss clinical matters and study; acknowledges the importance of private MPG rooms; and provides for minimum facilities to be provided for MPGs required to reside at the hospital or work in a manner which would be unsafe for the employee to drive home due to fatigue.

Clause 64 Telephone Calls & Telemedicine

This clause is the same as the current Agreement.

Clause 65 Higher Qualification Allowance

This clause is the same as the current Agreement and continues to provide that the Award clause 4.3.1 regarding Higher Qualification Allowance is not applicable.

Clause 66 Weekend Penalties

This clause is the same as the current Agreement. It sets out the entitlement to a penalty of either 50% or 75% depending on when the time is worked on a weekend and how many hours are worked.

Clause 67 Shift Penalties

This clause is the same as the current Agreement. It sets out the entitlement to shift penalties with respect to shift work. A loading of either 15% or 25% is applicable as follows: 15% for hours of rostered duty commencing at or after 12 midday and finishing after 6.00pm; and 25% for hours of rostered duty between 12 midnight and 8.00am. The rostering of shift start and/or finishing times are not intended to circumvent penalty payments.

Clause 68 Public Holidays

This clause is the same as the current Agreement. It provides for various entitlements of MPG employees associated with Public Holidays. An MPG employee who is rostered to work or recalled to work on any public holiday will be paid an additional 150% of the hourly rate for all time worked. The clause refers to full-day and part-day public holidays, and provides that where a full-day public holiday falls between Monday to Friday inclusive and a MPG employee, other than a casual, does not work because it is a rostered day off, the MPG employee is entitled to have one day added to annual leave for each public holiday occurring.

Clause 69 Annual Leave

This clause is the same as the current Agreement.

Clause 70 Meal Breaks

This clause is the same as the current Agreement.

Clause 71 Rosters

This clause is the same as the current Agreement. It outlines minimum notice periods for the provision of rosters to MPG employees.

The clause provides for a minimum of 28 days notice for the promulgation of rosters for MPG employees, which are to be prominently displayed in a location to which the employee to whom it applies have access.

Any arrangements for a more beneficial notice period in existence in a health unit or DHW should be retained wherever possible.

Within the 28 day notice period, MPG rosters may only be altered with mutual agreement between the MPG employee and the rostering manager, except in instances where clinical service or patient safety could be put at risk (including the requirement to cater for unforeseen events such as unplanned illness or absences).

Should agreement for a change in roster not be able to be reached, the employee or the rostering manager may escalate the issue to the Executive Director of Medical Services, or delegate, for resolution.

Clause 72 Sick Leave

This clause is the same as the current Agreement.

Clause 73 Professional Development

This clause is the same as the provision in the current Agreement.

Professional development means professional development approved by a direct line manager having regard to a performance development plan (where the absence of a plan will not preclude approval).

MPG Employees in Accredited Training Programs

The provision provides for reimbursement of up to \$8,500 per annum (inclusive of any applicable FBT) when employed for 0.5FTE or more which can be accumulated up to an amount of \$17,000 in any two year period, and to \$5,750 per annum (inclusive of any applicable FBT) for those employed less than 0.5FTE which can be accumulated up to an amount of \$11,500 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).

An MPG employee, other than a casual, who is in an accredited College training program, is also entitled to:

- 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.

- 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.

MPG Employees Not In Accredited Training Programs

This provides for reimbursement of up to \$4,500 per annum (inclusive of any applicable FBT) which can be accumulated up to an amount of \$9,000 in any two year period when employed for 0.5FTE or more, and to \$2,250 per annum (inclusive of any applicable FBT) which can be accumulated up to an amount of \$4,500 in any two year period for those employed less than 0.5FTE.

This clause continues to provide for 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.

Senior Medical Practitioner (SMP) Employees Not In Accredited Training Programs

This clause provides SMPs Not in Accredited Training with a professional development reimbursement of up to \$5,500 per annum (inclusive of any applicable FBT) which can be accumulated up to an amount of \$11,000 in any two year period when employed for 0.5FTE or more, and to \$2,750 per annum (inclusive of any applicable FBT) which can be accumulated up to an amount of \$5,500 in any two year period for those employed less than 0.5FTE.

This clause also provides SMPs Not in Accredited Training with 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.

Clause 74 Training

This is the same as the current Agreement. It contains a commitment to encouraging and promoting ongoing training opportunities of MPG employees. The importance of training and educational activities forming part of the 38 hour week is acknowledged.

Schedule 1: Salaries (For Employees with Access to the General Public Sector Salary Sacrifice Scheme)

Schedules detailing the salaries and rates applying to various classifications of employees in GPSSSS from the fpp on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024. Refer clause 8 for provisions regarding GPSSSS.

Schedule 2: Salaries (For Employees with Access to the Medical Officer Specific Salary Sacrifice Scheme)

Schedules detailing the salaries and rates applying to various classifications of employees in MOSSSS from the fpp on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024. Refer clause 8 for provisions regarding MOSSSS.

Schedule 3: Allowances

Schedule 3.1 outlines the 'Managerial Allowances' (refer clause 9 of the proposed Agreement) operative fpp to commence on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024.

Schedules 3.2A and 3.2B contain 'Remote Call Allowances' for MPG Employees to commence the fpp on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024.

Schedule 4: Recall and Immediate Recall: Additional Payments for Consultants

This Schedule contains the Recall and Immediate Recall additional dollar amounts per hour (pro rata for part) to apply to Consultants and Senior Consultants depending on the time of the recall, operative fpp to commence on or after 14 April 2021

Schedule 5: Injury and Income Protection Principles

This Schedule outlines the policy that applies to employees to provide additional income and injury protection where entitlements under the *Return to Work Act 2014* (SA) have ceased. Clause 24 of the proposed Agreement refers to this Schedule.

Employee Rights to Representation

A "Notice of Intention to Negotiate an Agreement under the *Fair Work Act 1994*" was issued on 2 September 2020 and distributed to employees. That Notice advised you about:

- when the first meeting to negotiate the proposed Agreement would be, and where;
- which employees are to be covered by the Enterprise Agreement;

- your rights to be represented in relation to the negotiation of, and approval for, the proposed Agreement; and
- how and where you were able to access a copy of your Award.

Intention to Apply for Approval of the Proposed Agreement

If the proposed *SA Health Salaried Medical Officers Enterprise Agreement 2021* is supported by a majority of employees who vote in the ballot, an application will be made to the SAET to have the new enterprise agreement approved pursuant to the FW Act.

Operative Dates

Except where otherwise indicated, the operative dates of new provisions contained in the proposed agreement will be the date of approval by the SAET.

Interpretation: A reference to a payment to be made will be taken to being subject to the payment being effected within a reasonably practicable time after an agreement is approved by SAET or a payment is due..

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