

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title SA Health Visiting Medical Specialists Enterprise Agreement 2023
Employer Chief Executive, Attorney-General's Department
Case number ET-23-03909

Orders - Approval of Enterprise Agreement SA Health Visiting Medical Specialists Enterprise Agreement 2023

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 23 October 2023 and have a nominal life extending for a period to 2 February 2025.

A handwritten signature in black ink, appearing to be 'Rogers', written over a horizontal line.

Commissioner Rogers

23 Oct 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



SA HEALTH VISITING MEDICAL SPECIALISTS ENTERPRISE AGREEMENT 2023 (VMSEA 23)



**Government
of South Australia**

Attorney-General's Department
Industrial Relations and Policy Branch
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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 (SAET).
- 1.2 This Agreement shall be titled the "*SA Health Visiting Medical Specialists Enterprise Agreement 2023*" ("VMSEA 2023").
- 1.3 The term of this Agreement shall be for a period commencing on the date of SAET approval and nominally expiring on 2 February 2025. Negotiations for a new Enterprise Agreement may commence not earlier than six (6) months prior to the nominal expiry of this Agreement.

2. PARTIES BOUND

- 2.1 Subject to clause 2.2, this Agreement is binding upon:
- 2.1.1 The Chief Executive, Attorney-General's Department (as the declared public employer under the *Fair Work Act 1994*) and the Chief Executive, Department for Health and Wellbeing in relation to Employees bound by this Agreement;
- 2.1.2 Senior Visiting Medical Specialists and Visiting Medical Specialists employed under the *Health Care Act 2008* whether members of an association or not; and
- 2.1.3 The Association.
- 2.2 This Agreement is not binding on:
- 2.2.1 The University of Adelaide and employees thereof, and the Flinders University of South Australia and employees thereof;
- 2.2.2 Persons employed pursuant to the terms and conditions of the *South Australian Medical Officers Award*;
- 2.2.3 Persons employed pursuant to the *SA Health Salaried Medical Officers Enterprise Agreement 2022*, or its successor;
- 2.2.4 Persons employed pursuant to the *SA Health Clinical Academics Enterprise Agreement 2018*, or its successor; and
- 2.2.5 Persons employed pursuant to the *Senior Visiting Neurosurgeons (unregistered) Agreement 2013*, or its successor.

3. DEFINITIONS

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

"Association"	Means the South Australian Salaried Medical Officers Association;
"Consultant"	Means a Consultant employed by SA Health and Wellbeing to whom the <i>SA Health Salaried Medical Officers Enterprise Agreement 2022</i> , or successor industrial instrument, applies.
"DHW"	Means the Department for Health and Wellbeing (howsoever named from time to time);
"Employee"	Means either a Senior Visiting Medical Specialist or a Visiting Medical Specialist;
"Employing Authority"	Means the Chief Executive, Department for Health and Wellbeing, or delegate thereof;
"health unit"	Means an incorporated hospital or SA Ambulance Service as defined in the <i>Health Care Act 2008</i> ; Local 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 (as varied from time to time);

"SA Health"	Means the South Australian public health sector and includes DHW, health units, and health unit sites
"Senior Visiting Medical Specialist"	<p>Means a medical practitioner who:</p> <ul style="list-style-type: none"> (i) is registered by the Medical Board of Australia (or its predecessor Medical Board of South Australia) as a specialist in a field of medicine and who has at least four (4) years' experience in the specialty since obtaining his/her specialist qualification; or (ii) has obtained a Diploma in Public Health or a Master in Public Health and who has had at least eight (8) years' experience in a relevant field of medicine either prior to, or subsequent to, obtaining the Diploma or Master; or (iii) has obtained a Fellowship of the Australasian College of Venereologists and has had four (4) years' experience in that specialty since obtaining the specialist qualification; or (iv) has obtained a Fellowship of the Royal Australian College of General Practitioners and has had four (4) years relevant experience since obtaining the Fellowship and is employed in a medical position in - <ul style="list-style-type: none"> (a) a primary care unit within a hospital; or (b) an accident and emergency service department of a general hospital where the duties consist mainly of primary care; (v) has obtained a Fellowship of the Australasian College for Emergency Medicine and has had four (4) years of relevant experience since obtaining the fellowship. <p>and</p> <p>is appointed as a Senior Visiting Medical Specialist by the Employing Authority;</p>
"specified hours of work"	Means the total number of hours per week for which the Employee has been contracted by the Employing Authority;
"this Agreement" & VMSEA 2023	Means the <i>SA Health Visiting Medical Specialists Enterprise Agreement 2023</i> ;
"Tribunal" & "SAET"	Means the South Australian Employment Tribunal;
"Visiting Medical Specialist"	<p>Means a medical practitioner who:</p> <ul style="list-style-type: none"> (i) is registered by the Medical Board of Australia (or its predecessor Medical Board of South Australia) as a specialist in a field of medicine; or (ii) has obtained a Diploma in Public Health or a Master of Public Health and who has had at least four (4) years' experience in a relevant field of medicine either prior to, or subsequent to, obtaining the Diploma or Master; or (iii) has obtained a Fellowship of the Australasian College of Venereologists; or (iv) has obtained a Fellowship of the Royal Australasian College of General Practitioners and has had five (5) years relevant experience gained either prior to, and/or subsequent to, obtaining the Fellowship and is employed in a medical position in -

	<p>(a) a primary care unit within a hospital; or</p> <p>(b) an accident and emergency service department of a general hospital where the duties consist mainly of primary care;</p> <p>(v) has obtained a Fellowship of the Australasian College for Emergency Medicine.</p> <p>and</p> <p>is appointed as a Visiting Medical Specialist by the Employing Authority.</p>
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4. OBJECTS AND COMMITMENTS

- 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 Australian Health and Wellbeing Strategy 2020-2025 (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 Strategy, 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.

5. ONGOING IMPROVEMENT

- 5.1 The parties acknowledge that the provision of health services in South Australia are subject to ongoing development and restructuring in order that the best possible health outcomes are achieved for the people of South Australia and to this end acknowledge the South Australian Health and Wellbeing Strategy 2020-2025 (and successor policies and objectives) and the South Australia Strategic Plan and Strategic Priorities.
- 5.2 The parties are committed to engaging effectively in clinical change and workforce reform initiatives designed to achieve ongoing health service improvements consistent with the objectives of SA Health’s Strategy, state-wide Service/Clinical Network plans and Model of Care initiatives. This includes the identification and implementation of measures and initiatives to improve standards of care, quality of care, productivity, efficiency, and effective workforce management at the local (e.g. health units) and departmental level.
- 5.3 The parties are committed to achieving the following particular strategic directions:
 - Strengthening primary health care;

- Enhancing hospitalcare;
- Reforming mental health care;
- Improving the health of Aboriginal people;
- Workforce reform initiatives; and
- The development of integrated statewide services.

5.4 The parties agree to the implementation of continuous improvement items contained in Schedule 1, which relate to the following matters:

- 5.4.1 The development and implementation of processes and practices to improve the quality and safety of patient care;
- 5.4.2 The development and implementation of arrangements that improve clinical outcomes, including measurement and reporting;
- 5.4.3 Support for the teaching and training of junior medical staff, specialist trainees and medical students;
- 5.4.4 A greater focus on patients with respect to patients' rights, patient complaints/suggestions and consumer participation;
- 5.4.5 Awareness, support, participation and reporting in relation to risk management/governance activities;
- 5.4.6 Support for clinical research activities; and
- 5.4.7 Arrangements relating to clinical networks across regions, on call/recall, leave and performance development and appraisals.

6. CONSULTATION

6.1 The parties commit to the following consultative principles.

- 6.1.1 Consultation involves the sharing of information and the exchange of views between the Employing Authority and Employees and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.
- 6.1.2 The Employing Authority will consult in good faith, not simply advise what will be done.
- 6.1.3 It is an accepted principle that effective workplace relations can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 6.1.4 Workplace change which will affect a significant number of Employees should not be implemented before appropriate consultation has occurred with Employees and their representatives.
- 6.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect Employees working conditions or the service that Employees provide.

7. APPOINTMENT AND RE-APPOINTMENT

7.1 In the absence of any express agreement in writing between the Employing Authority and any individual Employee to the contrary, the term of appointment for Employees will be three (3) years. Any appointment for a term less than twelve (12) months shall be a locum appointment. Details of locum appointments shall be notified to the Association in writing; however such notification must not identify the Employee concerned. Employees appointed as locums shall be classified and paid pursuant to Schedule 3 of this Agreement.

7.2 Subject to this sub-clause, an Employee shall be appointed by the Employing Authority for specified hours of work up to a maximum of twenty (20) hours per week.

- 7.2.1 An Employee's specified hours of work shall not exceed twenty (20) hours per week unless the prior written approval of the Chief Executive Officer of the health unit, or Chief Executive, DHW, has first been obtained. The grant, or not, of approval shall be at the absolute discretion of the Chief Executive Officer of the health unit, or Chief

- Executive, DHW, as applicable and, subject to sub-clause 7.2.2, an Employee's specified hours of work shall not exceed twenty five (25) hours per week.
- 7.2.2 An Employee's specified hours of work shall not exceed twenty five (25) hours per week unless the prior written approval of the Chief Executive, DHW has first been obtained. The grant, or not, of approval shall be at the absolute discretion of the Chief Executive, DHW.
- 7.2.3 In the absence of the prior written approval in accordance with sub-clause 7.2.1 or 7.2.2, any appointment shall be of no effect whatsoever to the extent that the appointment exceeds twenty (20) hours per week and no payment is required to be made in respect of any hours in excess of twenty (20).
- 7.3 An Employee engaged at more than one health unit site will disclose to the Employing Authority current or proposed specified hours of work with any other health unit site.
- 7.4 When a Visiting Medical Specialist, gains sufficient experience during the term of appointment to satisfy the definition of a Senior Visiting Medical Specialist then the Employee will be regarded as a Senior Visiting Medical Specialist from that time and remunerated accordingly. Such reclassification will have no impact on the Employee's term of appointment.
- 7.5 An Employee will be required to be available for forty seven (47) weeks per year.
- 7.6 Subject to sub-clause 7.7 hereof, all Employees including Employees appointed as locums shall be eligible for re-appointment.
- 7.7 Where an Employee is: (1) not to be re-appointed at the conclusion of his/her term of appointment, the Employing Authority shall give such Employee at least three (3) months' notice, in terms set out in Schedule 2 (A), prior to the conclusion of the term of appointment; and (2) to be re-appointed on different conditions to those applying, the Employing Authority shall give such Employee at least three (3) months' notice, in terms set out in Schedule 2 (B).
- 7.7.1 Provided that a notice to an Employee gives at least three (3) months' notice, the notice shall have effect according to its terms notwithstanding that it is not in the terms set out in Schedule 2.
- 7.7.2 Where such notice is not given, an Employee shall be paid for three (3) months the amount payable under the existing contract for the number of hours the Employee would have worked had he/she been re-appointed on the same conditions.
- 7.7.3 Notices given in accordance with this sub-clause shall be individually addressed, duly signed by the Employing Authority and sent to the last known home address of the Employee by registered mail and will be deemed to be delivered within two (2) days of postage.
- 7.8 An Employee shall give the Employing Authority at least three (3) months' notice of intent to resign. Where such notice is not given, an Employee may be required by the Employing Authority to forfeit the equivalent of three (3) months' pay under the existing contract for the number of hours the Employee would have worked if such notice had been given.
- 7.9 Review and Variation:
- 7.9.1 During the first six months of the life of this Agreement the parties will commence a process to undertake a joint review of the VMS appointment and reappointment provisions as provided by Clause 7 and Schedule 2 of the VMSEA 2023 ("the Review").
- 7.9.2 The Review will be undertaken in a consultative manner. If the parties are unable to complete the Review within six months from the commencement of the Review the parties may seek the assistance of the SAET, at the discretion of either party.
- 7.9.3 Any SAET assistance sought by either party in accordance with this clause will be for the purpose of conciliation between the parties.
- 7.9.4 A matter arising from the Review 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.

- 7.9.5 The Review may include but will not be limited to the following matters: Review of the wording of Clause 7 of the VMSEA 2023 including the term "locum"; conditions of appointment for "locums"; the question of possible conversion of VMS to Consultant; review, modification or removal of Schedule 2 templates; notice periods.

8. APPOINTMENTS UNDER OTHER ENTERPRISE AGREEMENTS

- 8.1 No Employee may hold an appointment under the *SA Health Salaried Medical Officers Enterprise Agreement 2022*, or its successor, or the *SA Health Clinical Academics Enterprise Agreement 2018*, or its successor, at the same time that the Employee has an appointment under this Agreement unless the prior written approval of the Chief Executive, DHW has first been obtained. The approval shall be at the absolute discretion of the Chief Executive, DHW.
- 8.2 Despite clause 2.2, if the Chief Executive, DHW grants an approval under clause 8.1, the terms of this Agreement will apply with respect to all specified hours of work as an Employee under this Agreement and the terms of the *SA Health Salaried Medical Officers Enterprise Agreement 2022*, or its successor, or the *SA Health Clinical Academics Enterprise Agreement 2018*, or its successor will apply with respect to that part of their employment as a Consultant or Clinical Academic as applicable.

9. DUTIES

- 9.1 Employees shall perform their duties; comply with the provisions of the Health Care Act, the Work Health and Safety Act, the Equal Opportunity Act, other applicable legislation, professional standards of behaviour and practice; and observe and conform to all laws and customs of the medical profession; and fulfil and obey all lawful directions and orders of the Employing Authority.
- 9.2 An Employee shall notify the Employing Authority of any disciplinary action or suspension by the Medical Board or Medical Tribunal.
- 9.3 Employees shall not disclose or divulge any personal information, relating to any patient, obtained in the course of employment other than when the Employee is authorised or required to divulge that information by law or by the Employing Authority. Moreover, an Employee shall not disclose any confidential information of, or with respect to, the Employing Authority or health unit.
- 9.4 The Employing Authority may require an Employee to undertake work and provide services which are appropriate to the ongoing professional services for which the Employee was substantially engaged.

10. TEACHING AND RESEARCH

- 10.1 The parties to this Agreement acknowledge the important role of Employees in providing training to junior medical staff and specialist trainees in the achievement and maintenance of a sufficient medical workforce. It is acknowledged that an adequate level of training for junior medical staff is necessary to the maintenance of acceptable standards of quality and safety.
- 10.2 The Employing Authority will require an Employee to engage in medical education/teaching as directed. The contract of employment shall identify the specific tasks to be undertaken and the proportion of time that the Employing Authority instructs the Employee to commit to those tasks. Such time shall come within the Employee's specified hours of work.
- 10.3 DHW acknowledges the valuable contribution of Employees to the public sector in undertaking research activities. The parties to this Agreement are therefore committed to encouraging and promoting ongoing participation of Employees in research activities, which benefit the Employing Authority.
- 10.4 The parties will encourage a commitment of 15% of Employee hours worked, to be directed to the provision of teaching and training, and/or the conduct of research activities as agreed between the Employee and the Employing Authority.

11. PRE-EMPLOYMENT SCREENINGS

- 11.1 The Employing Authority's duty to give care to clients is acknowledged. This duty of care includes a need to ensure, during the selection process, that prospective Employees do not pose a potential threat to clients and staff of the Employing Authority.
- 11.2 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 Employing Authority and to the individual prospective Employees and will not be provided to third parties.
- 11.3 The prospective Employee's consent will be obtained before seeking any such information.

12. JOB AND PERSON SPECIFICATION

- 12.1 The Employing Authority will provide the Employee on appointment with a job and person specification relevant to their position.

13. TERMINATION

- 13.1 In the event of a breach of clause 9 of this Agreement, an Employee can be terminated in accordance with the provisions contained in the HR Manual.

14. HOURS & WORK FLEXIBILITY

- 14.1 An Employee's specified hours of work shall not exceed twenty (20) hours per week unless prior written approval has been granted under clause 7.2.
- 14.2 Unless the Employing Authority and any individual Employee agree in writing the minimum period of engagement for each allocation of work shall be 3.5 hours ('sessional hours'), provided that no agreement between the Employing Authority and any individual Employee shall be for specified hours of work of less than 2 hours per week. The Employing Authority is to notify the Association in writing of an individual appointment of less than 3.5 hours per week; however such notification must not identify the Employee concerned.
- 14.3 Sessional hours may be worked in a flexible manner in accordance with roster/s applicable to the Employee from time to time as per the terms of the letter of appointment and as mutually agreed from time to time at the local level as between the Employee and the applicable manager at the health unit or clinical unit, including in relation to the day/s and/or time/s at which sessional hours may be performed.
- 14.4 The number of hours specified at the commencement of the term may subsequently be varied by agreement as between the Employee and the applicable manager at the health unit (i.e. at the local level), provided that if the average hours exceed 20 hours per week for more than three calendar months, the Employing Authority (or delegate) is required to agree.
- 14.5 The allocation of hours to each Employee should be such as to enable the provision of all on-going care of patients reasonably expected to be required on a fixed and constant basis. This should include such things as outpatient consulting, inpatient ward rounds, operating times, pre-operative ward rounds, post-operative care, ward rounds following 'takes' and routine weekend ward rounds, educational activities and incidental administrative duties. The specified hours of work will be allocated on a fixed and constant basis for forty seven (47) weeks per year.
- 14.6 The Employee's specified hours of work will be determined at the commencement of the term of appointment. There will be no variation to the specified hours allocated to each Employee during the term of appointment, other than where it is mutually agreed between the Employee and the Employing Authority.
- 14.7 If an Employee is required to attend a health unit or health unit site to perform recall duties between midnight and 0700 hours, the Employee will be entitled to cancel, reschedule or reallocate a Session (or part, as may be agreed at the local level) that would otherwise have commenced within 8 hours of completion of those recall duties.

15. REMUNERATION

- 15.1 Subject to this clause and the Employee performing their specified hours of work for which they are rostered and employed, the Employee shall be paid at the appropriate rate specified in Schedule 3 to this Agreement. The rates specified in Schedule 3 include:
- 15.1.1 Increases to the hourly rate to apply from the first full pay period (ffpp) to commence on or after 1 January 2022, 1 January 2023, 1 January 2024 and 1 January 2025.
- 15.2 The rates prescribed in Schedule 3 are "all-in" payments, which include a loading in respect of recreation leave and sick and family carers leave; and will be adjusted for superannuation in accordance with the following:
- 15.2.1 Superannuation
- a) All Employees will have a minimum of the applicable percentage per annum of their salary, outlined under the *Superannuation Guarantee (Administration) Act 1992*, paid into either the Southern State Superannuation Scheme (operational on and from 1 July 1995), the State Superannuation Scheme or another fund chosen by the employee and salary shall be reduced by the value of the Employer contribution payable in respect of Scheme or fund.
- 15.3 The Employing Authority shall not be liable to make payment of any hourly (or part hourly) rate beyond the Employee's specified hours of work unless the express prior consent of the Employing Authority has been obtained.
- 15.4 An Employee's hourly rate, as prescribed in Schedule 3, will be determined by the Employee's total specified hours of work across SA Health.
- 15.5 Monies due and payable pursuant to this Agreement shall be payable fortnightly in arrears and (unless expressly agreed otherwise) shall hereby be authorised by the Employee to be paid into an account with a financial institution specified by the Employee.
- 15.6 Notwithstanding sub-clause 15.5, any Employee who has given or has been given notice of termination of service shall be paid all monies due to that Employee as soon as possible or in any case not more than three (3) days after the last day of service provided that this sub-clause shall not apply to payments in lieu of accrued long service leave (or payments related to Superannuation).
- 15.7 Notwithstanding any other clause of this Agreement, the Employing Authority is hereby authorised to deduct from any monies payable any overpayment of monies in accordance with the provisions of the HR Manual.

16. SALARY SACRIFICE

- 16.1 This clause applies for the period an Employee enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the Employing Authority and the Employee which enables salary packaging arrangements to be put in place.
- 16.2 Employees will have access only to the General Public Sector Salary Sacrifice Scheme (GPSSSS).
- 16.3 A feature of GPSSSS is that Employees are liable for any applicable fringe benefits tax.
- 16.4 Salary for the purposes of calculating the amount which may be sacrificed will include all earnings under this Agreement.
- 16.5 Where, on cessation of employment, the Employing Authority or health unit makes a payment in lieu of notice, or a payment in respect of any accrued long service leave (instead of transferring leave credits to another health unit in the event the Employee immediately becomes employed by that health unit), the payment thereof shall be based on the salary that would have been payable had the Employee not entered into a SSA.

17. MANAGERIAL ALLOWANCES

- 17.1 Managerial Allowances as described in this clause are detailed in Schedule 4.
- 17.2 Small Unit or Sub-Unit of a Large Unit

- 17.2.1 An Employee who is appointed in writing to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be required to maintain an active clinical role within the Employee's speciality and undertake duties that include direct line responsibility for a sub-unit/department of a health unit, and involvement in a number of, but not necessarily all of the following:
- a) Cost Centre management; including, budget preparation, management of allocated funds, preparation of capital works proposals.
 - b) Line personnel management responsibilities and/or supervision of subordinate staff.
 - c) Planning and policy development at the Unit level, and, where applicable, at the health unit.
 - d) Responsibility for management of a strategic implementation program.
 - e) Responsibility for the co-ordination of research.
 - f) Ensuring that teaching commitments are met.
 - g) Contributing to the overall efficiency and effective operation of the health unit as a member of the management team.
 - h) Considerable in-patient and/or out-patient workload activity.
- 17.2.2 An Employee who is appointed by the Employing Authority, to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be paid an allowance as shown in Schedule 4 (which will apply independently of the specified hours of work).
- 17.3 Large Unit
- 17.3.1 An Employee appointed in writing to undertake the additional responsibilities associated with the management of a large unit will be required to maintain an active clinical role within the Employee's specialty, and in addition to the criteria identified for a small unit/sub-unit above, will be involved in the management of significant numbers and categories of subordinate staff and in some, but not necessarily all, of the following:
- a) Management control over a major budget allocation and expenditure.
 - b) Management of extensive research projects.
 - c) Management of associated sub-unit(s).
 - d) Responsibility for State, National or International services or research which is required by the Employing Authority.
- 17.3.2 An Employee who is appointed in writing by the Employing Authority, to undertake additional managerial responsibilities associated with the management of a large unit will be paid an allowance as shown in Schedule 4 (which will apply independently of the specified hours of work).
- 17.4 Divisional/Clinical Director
- 17.4.1 A Divisional/Clinical Director is responsible to the Clinical Services Director for the management of a Division. Where no appointment to a Clinical Services Director is made pursuant to sub-clause 4.3.2.5 of the SA Medical Officers Award, the Divisional/Clinical Director is responsible to the Chief Executive Officer for the total management of a Division. Employees appointed in writing to this level will be required to maintain an active clinical role within their specialty and perform duties which will generally include but are not confined to:
- a) accountable to the Clinical Services Director (where appointed) and is responsible for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division or, where a Clinical Services Director is not appointed, to the Chief Executive Officer for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division;
 - b) responsibility, with the joint head of Division, for the quality of services provided by the Division;
 - c) participating as a member of the health unit's Executive;

- d) responsibility, with the joint head of Division, for the recruitment, appointment, retention and co-ordination of the development, including appraisals, of all staff in the Division within overall health unit human resource guidelines;
 - e) in consultation with the health unit's Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with health unit wide application.
- 17.4.2 Employees appointed in writing to this level will also be required to collaborate with the joint head of Division:
- a) in the management of the allocation of resources, including capital expenditure, within the Division through the planning and budgeting process including negotiating with the Clinical Services Director or Chief Executive Officer (as appropriate) and health unit's Executive, the budget and activity profile for the service;
 - b) to establish policies, goals and objectives for the Division and develop annual operating and long-term strategic plans for the service within the health unit's operating plan;
 - c) in relation to the initiation and promotion of research activities and special projects specific to the Division; and
 - d) to ensure that teaching commitments for undergraduate and post-graduate courses, specific to the Division, are met.
- 17.4.3 Where there is no joint head of Division appointed to jointly manage the Division, the Divisional/Clinical Director will undertake sole responsibility for all of the duties attaching to the position.
- 17.4.4 For the purposes of this sub-clause:
- a) a "Division" means a group of Departments, wards, clinics, theatres and/or procedural areas which are arranged to form a discreet business unit of the health unit and may include a variable number of small and large units as described above; and
 - b) a "joint head of Division" means an Assistant Director of Nursing (functional services unit), Registered Nurse (level 4 Grade 3) or Scientific Officer or the like, who has the responsibility of jointly managing the Division.
- 17.4.5 An Employee who is appointed in writing by an Employing Authority, to undertake additional managerial responsibilities associated with the management of a Division will be paid an allowance as shown in Schedule 4 (which will apply independently of the specified hours of work).
- 17.5 Clinical Services Director
- 17.5.1 An Employee shall be eligible to receive a Clinical Services Director allowance where they are required to maintain an active clinical role within their area of specialty and to undertake additional managerial responsibilities which satisfy all of the following criteria:
- a) undertakes managerial responsibilities which satisfy the criteria applicable to a Clinical/Divisional Director allowance as prescribed in clause 4.3.2.4 of the SA Medical Officers Award;
 - b) responsible for management of a Division with a total operating budget of at least \$180 million (as indexed from time to time) and a total budgeted workforce comprising at least 1,000 full-time equivalent employees;
 - c) responsible for the planning and implementation of significant strategic initiatives which are aligned with endorsed critical strategies of SA Health impacting over the whole of SA Health operations including between Local Health Networks;
 - d) has as direct reports Senior Consultants, Visiting Medical Specialists and/or Clinical Academics who undertake managerial responsibilities which satisfy the criteria for, and who are in receipt of, a Clinical/Divisional Director managerial allowance;
 - e) reports directly to the Chief Executive Officer;
 - f) is a member of the relevant Local Health Network Peak Executive Committee.
- 17.5.2 An Employee who is appointed in writing by an Employing Authority, to undertake managerial responsibilities associated with the management of a Division will be paid

an allowance as shown in Schedule 4 (which will apply independently of the specified hours of work).

18. ON CALL AND RECALL ARRANGEMENTS AND IMMEDIATE RECALL

- 18.1 Each Employee shall be available to be rostered on call by the Employing Authority. The additional payments prescribed in Schedule 5 shall be paid to an Employee who is rostered by the Employing Authority to be on call and who may be required to return to his/her place of employment. For the purposes of this clause and Schedule 5, on call is time spent by Employees who are required by the Employing Authority to hold themselves readily available for recall but without being restricted to the precincts of the Employing Authority's premises.
- 18.2 An Employee required to attend at a health unit site to perform recall duties shall be paid a recall payment, as prescribed in Schedule 5, by the health unit site which initiates the recall.
- 18.3 All on call periods must be recorded.
- 18.4 Any time spent whilst recalled must be recorded, including the date; time commenced and finished; patient name; and unit record number.
- 18.5 No Employee is to receive payment for being on call from more than one health unit site in relation to the same period of on call duty.
- 18.6 On call and recall payments will form part of the ordinary earnings for the purposes of calculating Superannuation contributions and Salary Sacrifice.
- 18.7 Unless explicitly agreed by the Employee, an Employee on a period of approved leave will not be required to make him or herself available for on call contact by the Employing Authority.
- 18.8 Except in a genuine emergency, an Employee is under no obligation to accept telephone calls from, or to be recalled to the Employing Authority, if the Employee is not on a period of on call.
- 18.9 Commencement of a recall will be deemed to be the time from which the Employee commences travelling to the health unit site and ends when the Employee returns to their place of residence.

19. REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL

- 19.1 An Employee who travels to work as a result of receiving a recall to work will:
- 19.1.1 Be reimbursed at the rate 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 Employee will be required to use a private vehicle for work purposes;
 - b) Where the Employee has notified the Employing Authority of the distance of the return journey between the Employee's usual place of residence and applicable workplace; has elected to be paid on the basis that is the distance mutually deemed as the applicable distance travelled when recalled; and has indicated on their timesheet (or in such other manner as may be required by the Employing Authority) that they used their private motor vehicle, the Employing Authority will be reimbursed on the basis of that deemed distance. This sub-clause has no effect where the Employing Authority has not left the premises of the applicable health unit site at the time of being recalled.
- 19.1.2 Be permitted to use a taxi at the Employing Authority's expense to travel to and from the workplace.
- 19.1.3 Be permitted to use a Government vehicle to travel to and from the workplace.
- 19.1.4 Be reimbursed any parking fees necessarily incurred.

20. TELEPHONE CALLS AND TELEMEDICINE

- 20.1 An Employee on call who undertakes work from home through telephone or telemedicine will be entitled to be paid at the rate of an additional 50% of the Employee's hourly rate as prescribed in Schedule 3 for the total time worked, pro rata for part of an hour based on fifteen (15) minute segments. This provision will not be subject to a minimum three (3) hour payment.

20.2 For the purposes of this clause, 'telemedicine' also refers to work performed by an employee including the remote diagnosis and treatment of patients undertaken away from the workplace via all forms of telecommunications devices (including telephone) that is required to be performed by the Employing Authority.

21. TELEPHONE REIMBURSEMENT

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

22. PUBLIC HOLIDAYS

22.1 Time off with pay shall be granted for any Public Holiday (other than a 'part-day public holiday') falling on a day on which an Employee would have otherwise been required to work specified hours. When an Employee is required to work specified hours in an Accident and Emergency Department on a Public Holiday or during the period of a part-day public holiday, the Employee will be entitled to time off with pay equivalent to the number of specified hours worked on the Public Holiday or during the period of a part-day public holiday in addition to the normal payment for time worked on the Public Holiday or during the period of a part-day public holiday.

23. RECREATION LEAVE

23.1 The hourly rate applicable to the Employee's appointment includes a loading in respect of recreation leave. The Employee acknowledges and agrees that he/she shall not be entitled to be paid any monies during any period of absence on recreation leave as provided by this clause.

23.2 Up to a maximum of five (5) weeks absence without pay per annum for recreation leave may be taken by the Employee at times which are mutually convenient to the Employing Authority and the Employee concerned, in periods of not less than one (1) week unless special approval is given by the Employing Authority for lesser periods to be taken.

24. SICK AND FAMILY CARERS LEAVE

24.1 The hourly rate applicable to the Employee's appointment includes a loading in respect of sick and family carers leave. The Employee acknowledges and agrees that he/she shall not be entitled to be paid any monies during any period of absence on leave as provided by this clause.

24.2 Employees unable to perform their specified hours of work due to illness or injury, or to care for an ill or injured family member, will be granted leave of absence without pay. 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.

24.3 The following are to be regarded as a member of the Employee's family for the purpose of clause 24.2: a spouse; a child or step child; a parent or parent-in-law; any other member of the Employee's household; a grandparent or grandchild; any other person who is dependent on the Employee's care.

24.4 Any unused portion of accumulated sick leave credit of individual Employees as of 30 June 1992 shall remain available for their use. The sick leave credit shall be taken and paid in hours during future terms of appointment, providing service is continuous, until exhausted.

25. PAID MATERNITY/ADOPTION/SURROGACY LEAVE

25.1 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 purposes of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

25.2 Subject to this clause, an 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 or adoption leave (as

applicable) ("the applicable maximum period"). "Adopted child" means a child under 16 years of age.

- 25.3 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 instead be entitled to twenty (20) weeks ("the applicable maximum period").
- 25.4 The following conditions apply to an Employee applying for paid maternity or paid adoption leave:
- 25.4.1 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
- 25.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including the Managerial Allowance, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. 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.
- 25.4.3 At the time of applying for paid maternity/adoption/surrogacy leave, the employee may elect in writing:
- 25.4.3.1 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
- 25.4.3.2 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, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
- 25.4.3.3 A combination of 24.4.3.1 and 24.4.3.2.
- 25.4.4 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 worked during the immediately preceding 12 months (disregarding any periods of leave).
- 25.4.5 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).
- 25.4.6 The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time).

RETURN TO WORK ON A PART-TIME BASIS

- 25.4.7 A VMS 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.
- 25.4.8 The following conditions apply to an employee applying to return on a part-time basis:
- 25.4.8.1 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.

25.4.8.2. 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.

25.4.8.3. 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

25.4.9 Where a VMS 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.

25.4.10 The prior period of 24 hours is to be calculated from the time at which the work is to begin.

25.4.11 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.

25.4.12 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

25.4.13 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.

25.4.14 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.

25.4.15 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.

EMPLOYEES WHO ARE BREASTFEEDING

25.4.16 Employees who are breastfeeding shall be provided with reasonable facilities and support necessary to enable them to combine the continuation of breastfeeding with their employment, unless it can be established it is not practicable to do so.

25.4.17 Agencies will provide employees a flexible paid time working schedule in order to breastfeed or use alternative arrangements including expressing breast milk or bottle feeding their child.

25.4.18 Agencies will provide access to an appropriate clean, hygienic and private space to undertake these activities.

25.4.19 The parties recognise that the needs of each parent and child will vary and the provision of the facilities and supports arising from the clauses above will vary according to those needs, as will the duration for the provision of these facilities and supports.

26. DOMESTIC/FAMILY VIOLENCE LEAVE

26.1 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)*.

27. LONG SERVICE LEAVE

27.1 An Employee is entitled to long service leave in accordance with the provisions of the HR Manual, provided that the rate of accrual will be as specified in clause 7 of Part 6 of Schedule 1 of the *Public Sector Act 2009*. This clause does not affect an entitlement to long service leave or payment in lieu of long service leave that accrued before 1 July 2011, nor the operation of the *Statutes Amendment (Budget 2010) (Long Service Leave) Proclamation 2011* (Gov. Gaz. 16/6/2011 at page 2609).

28. LEAVE FOR MEMBERS OF THE AUSTRALIAN ARMED FORCES RESERVE

28.1 An Employee who is a volunteer member of the Army Reserve (or its Naval or Air Force counterpart) will be entitled to the Military Training (Reserve Forces) leave in accordance with the provisions of the HR Manual.

29. ABSENCE WITHOUT PAY

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

30. PROFESSIONAL DEVELOPMENT

30.1 An Employee will be entitled to access up to ten (10) days per annum for professional development purposes and to receive payment at the rate of pay the Employee would have received for each day that would have been worked but for the period of leave. This leave can be accumulated to twenty (20) days in any one period of two (2) years.

30.2 An Employee will be entitled to access up to the amount in Column 1 per annum (inclusive of any applicable FBT) for professional development expenses. This entitlement can be accumulated up to an amount in Column 2 in any one period of two years, provided that an Employee contracted for seven (7) hours per week or less will be entitled to reimbursement of up to the amount in Column 3 per annum (inclusive of any applicable FBT) which can be accumulated up to the amount in Column 4 in any one period of two years.

Operative from	Column 1	Column 2	Column 3	Column 4
Date of approval of new Agreement by SAET	\$11, 000	\$22,000	\$5, 625	\$11,250

30.3 In relation to the payment of the increase, namely up to \$11,000 per annum or \$5,625 per annum for those who are engaged 7 hours per week or less, with the increase to be paid pro-rata from the date of approval of the new agreement by the SAET and having the full reimbursement value available from the first full pay period on or after the usual professional development anniversary, or 14 April 2019, 14 April 2020 AND 14 April 2021.

30.4 In this clause "professional development" means professional development as approved by the Employee's direct line manager who will have regard to the 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.

- 30.5 Where an Employee has been reimbursed pursuant to clause 30.2 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.

31. WORK HEALTH AND SAFETY

- 31.1 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.
- 31.2 The parties acknowledge their responsibilities under relevant legislation for duty of care both as an employer as well as an employee.
- 31.3 The parties acknowledge the importance of respectful behaviour in the workplace and that disrespectful behaviour including bullying, harassment, sexual harassment, victimisation, or discrimination will not be tolerated in the workplace. This message will be promoted through relevant employment policies and procedures.
- 31.4 The parties will endeavour to achieve and maintain best practice in preventing and minimising workplace injuries and illness in order to:
- 31.4.1 Improve workplace health and safety
 - 31.4.2 Improve return to work performance; and
 - 31.4.3 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.
- 31.5 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.
- 31.6 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 34 of this agreement. The dispute resolution process will address the employee's concerns and identify how workloads can be managed without creating unreasonable workloads.

32. PROTECTIVE CLOTHING AND LAUNDRY

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

33. JOB PLANNING

- 33.1 If an Employee works in a service delivery or team arrangement with one or more Consultants who are engaged with a job planning and/or sizing process, the Employee can be expected to engage in the job planning/sizing process within their contracted sessional hours.

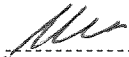
34. INDUSTRIAL DISPUTE RESOLUTION

- 34.1 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.
- 34.2 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.
- 34.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 34.4 Any grievance or dispute will be handled as follows:
- 34.4.1 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 Relations of the Department for Health and Wellbeing.
- 34.4.2 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.
- 34.5 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.
- 34.6 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 Employee/s or the Employee/s' representative.
- 34.7 Emphasis is placed on reaching a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Commission. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 34.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 34.9 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).


35. NO EXTRA CLAIMS

- 35.1 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).
- 35.2 The rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.


39. SIGNATORIES

 22/8/2023


Chief Executive, Department for Health
and Wellbeing

 22/8/2023


Nicole Chapman
Witness Principal Executive Officer

 23/8/23
PER:

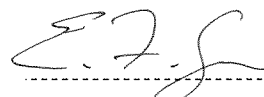
Chief Executive, Attorney-General's
Department (as the declared employer for
the purposes of the *Fair Work Act 1994*
(SA))

 23/8/23

Witness

 23/8/2023

President, South Australian Salaried
Medical Officers Association

 23/8/23
Ed Groe
Witness Deputy CIO SASMOA.

- 35.3 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.
- 35.4 The parties agree that for the life of this Agreement, the Agreement 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 an Employee (whether individually or collectively), or any agent acting or purporting to act on behalf of an Employee/s, including Employee/s within a particular College, specialty or group.
- 35.5 This clause does not preclude an application to the SAET being made by agreement between the Employing Authority and the Association to vary clause 7 Appointment and Reappointment (and any relevant ancillary provisions) and any such agreed variation will be deemed by this Agreement to have been agreed by the parties to this Agreement.

36. VARIATION

- 36.1 The parties agree that a clause or schedule that provides for a variation can be varied by the Commission consequent on an application by the declared employer (cl. 2.1.1) or the Association (cl. 2.1.3) to the SAET for an agreed variation.
- 36.2 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 clause 2.1 undertake and agree that a variation approved by the Tribunal will be taken to have been agreed by the parties in making this Enterprise Agreement and will operate in accordance with its terms.

37. NOT TO BE USED AS A PRECEDENT

- 37.1 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.

38. CAR PARKING

- 38.1 For those employees who have a SA Health/LHN issued permit for on-site/designated hospital car parking, a maximum fortnightly charge equivalent to \$2.50 per day will apply.
- 38.2 For those employees who cannot access on-site/designated hospital car parking, the provision of free access to public transport upon presentation of valid hospital identification will apply.

SCHEDULE 1: SA HEALTH ONGOING IMPROVEMENTS

The following continuous improvement items relate to the matters in clause 5.4 of this Agreement, which will be implemented with Employees:

Improving quality and safety of patient care

- Participate in the development of standardised patient pathways based on best practice/evidence and implement them with support.
- Participate in establishment of agreed balanced scorecard of performance/quality indicators for comparative benchmarking. This may include readmission/infection rates, length of hospital stay and waiting times for both outpatient appointments and elective surgery.
- Participate in reviews of variations in practice which arise from balanced scorecard data and pathway variance analysis and review personal practice accordingly.
- Involvement in clinical audit, risk assessment and continuous clinical practice review to monitor standards of practice and ensure the maintenance of quality outcomes. Review and adjust personal practice according to results of review.
- Participate in the development of KPIs and other measures relating to output volumes and become accountable for achieving those which relate to personal practice and role of the Employing Authority, health unit or site/s at which the VMS is located.
- Attend and participate in the clinical meetings – both specialty and general - of the Employing Authority, health unit or site/s at which the VMS is located.
- Continuously review existing practices and promote/embrace change where required.

Improved clinical outcomes

- Participate in clinical outcome measurement and reporting.
- Participate in the development of, and adhere to, policies, protocols and procedures that will ensure the provision of a high standard of practice.
- Provide a personal consultant service to the inpatients and outpatients of the Employing Authority, health unit or site/s at which the VMS is located.
- Maintenance and completion of clinical records which document significant management decisions.

Teaching/training

- Ensure that all opportunities are taken to contribute to the education of junior medical staff.
- Participate in training to deliver feedback to junior medical staff and others under supervision to maximise the effectiveness of the advice.
- Provide appraisals of medical undergraduates and junior medical staff assigned to the unit.
- Participate in the training of other health professionals.
- Support and contribute to relevant continuing education programmes of the Employing Authority, health unit or site/s at which located.

Patient focus

- Adhere to and support practices that ensure patients' rights are respected.
- Participate in the investigation and management of patient complaints in a positive, constructive manner.
- Participate in the implementation of system changes identified as a result of patient suggestions or complaints.
- Maximise the participation of consumers in planning and evaluating services.

Risk management

- Maintain an awareness of risk in the clinical environment.
- Actively support, contribute to and participate in risk management/governance activities.

- Report sentinel events, potential medical negligence claims and adverse patient incidents and participate in their investigation.
- Participate in the implementation of system changes identified as a result of adverse incident investigations.

Research

- Support and contribute to clinical research initiatives.

Administrative

- Contribute to the development of clinical networks both intra and inter regional.
- Work within and across health regions as required by the Employing Authority.
- Participate in a system wide approach to after hours on call arrangements for public and private patients on a specialty by specialty basis, as agreed.
- Complete attendance records on a fortnightly basis, including recording time spent whilst recalled.
- Provide a minimum of 1 month notice for all periods of leave other than for acute illness.
- Participate in performance development and appraisals.

SCHEDULE 2: LETTERS

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

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

SCHEDULE 2(A)

LETTER (A)

Dear Dr.....,

I refer to your current appointment as a (Senior) Visiting Medical Specialist under the terms and conditions of the *SA Health Visiting Medical Specialists Enterprise Agreement 2023*.

Pursuant to the provisions of clause 7.7 of that Agreement I confirm that your current appointment concludes on (date) and you will not be re-appointed at the conclusion of your current term of appointment.

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

Yours sincerely

Chief Executive Officer

/ /

SCHEDULE 2(B)

LETTER (B)

Dear.....,

I refer to your current appointment as a (Senior) Visiting Medical Specialist under the terms and conditions of the *SA Health Visiting Medical Specialists Enterprise Agreement 2023*.

You are hereby advised that your current term of appointment expires on *(insert date)* and thus you will cease to be engaged at *(insert name of health unit)* on the conditions of your current appointment. You are however invited to apply for a new position under the current terms of the *SA Health Visiting Medical Specialists Enterprise Agreement 2023* which will be offered on the basis of *(insert number of hours)* hours per week. The successful applicant will be required to work in *(insert which department and specialty)* at *(insert times if applicable)*. The term of appointment will be from *(insert term of appointment)*.

I would like to take this opportunity to thank you for your service and commitment to Department for Health and Wellbeing and wish you well for the future.

Yours sincerely

Chief Executive Officer
/ /

SCHEDULE 3: HOURLY RATE

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

Classification	Hourly Rates: First Full Pay Period (ffpp) to commence on or after:				
	Current	1 January 2022	1 January 2023	1 January 2024	1 January 2025
Visiting Medical Specialist	\$/hr	\$/hr	\$/hr	\$/hr	\$/hr
Contracted for: up to and including 7 hrs/week	\$214.54	\$217.76	\$224.29	\$231.02	\$237.95
>7hrs to 17.5 hrs/week*	\$239.44	\$243.03	\$250.32	\$257.83	\$265.57
Senior Visiting Medical Specialist	\$/hr	\$/hr	\$/hr	\$/hr	
Contracted for: up to and including 7 hrs/week	\$266.73	\$270.73	\$278.85	\$287.22	\$295.84
>7hrs to 17.5 hrs week*	\$291.63	\$296.00	\$304.88	\$314.03	\$323.45

*rate also applies to sessional hours >17.5 hours

SCHEDULE 4: MANAGERIAL ALLOWANCES

	Current	First Full pay period to commence on or after 14 April 2021	First Full pay period to commence on or after 14 April 2022	First Full pay period to commence on or after 14 April 2023	First Full pay period to commence on or after 14 April 2024
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit or Sub-Unit of a Large Unit	\$9,110	\$9,247	\$9,385	\$9,667	\$9,957
Large Unit	\$21,373	\$21,694	\$22,019	\$22,680	\$23,360
Divisional/Clinical Director	\$37,841	\$38,409	\$38,985	\$40,154	\$41,359
Clinical Services Director	\$64,219	\$65,182	\$66,160	\$68,145	\$70,189

SCHEDULE 5: ON CALL AND RECALL ARRANGEMENTS

A. STANDARD CALL ARRANGEMENTS

1. Standard On Call

1.1 An Employee, who is rostered on standard call (other than as provided for in Part B of this Schedule), shall receive the following by way of additional payment whilst on standard call:

	First full pay period (ffpp) to commence on or after			
Current	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
\$ per hour	\$ per hour	\$ per hour	\$ per hour	\$ per hour
\$11.42	\$11.59	\$11.94	\$12.30	\$12.67

2. Standard Recall

2.1 The following provisions shall apply where an Employee (other than as provided for in Part B of this Schedule) is recalled to duty and spends time working at a health unit site:

- 2.1.1 Recalled between 8 am - 6 pm Monday to Friday (outside normal specified hours)
 - The Employee’s appropriate hourly rate as in Schedule 3, plus an additional payment calculated at 15 percent of the hourly rate. Pro rata for part of an hour based on 15 minute segments.
- 2.1.2 Recalled outside those hours prescribed in 2.1.1 above including Saturday and Sunday
 - The Employee’s appropriate hourly rate as in Schedule 3, plus an additional payment calculated at 50 percent of the hourly rate. Pro rata for part of an hour based on 15 minute segments.
- 2.1.3 Recalled on a Public Holiday
 - The Employee’s appropriate hourly rate as in Schedule 3, plus an additional payment calculated at 150 percent of the hourly rate. Pro rata for part of an hour based on 15 minute segments.
- 2.1.4 Where the period of time worked is less than three (3) hours, payment is to be made for 3 hours. However, where an Employee is recalled to duty within 3 hours of a previous recall the Employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.

B. IMMEDIATE CALL ARRANGEMENTS

Part B of this Schedule applies to an Employee who is designated by the Employing Authority as an Employee on “immediate call”. “An Employee on ‘immediate call’” means an Employee who is designated by the Chief Executive Officer of the health unit or their delegate as meeting the following criteria:

- Is rostered on call pursuant to clause 18 of this Agreement; 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 (30) minutes.

Designation as an Employee 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.

Those Employees who are deemed as being on immediate call will receive the payments detailed in Part B (1) and (2) of this Schedule. These payments will not be made in addition to the payments detailed in Part A (1) and (2) of this Schedule.

1. Immediate On Call

1.1 An Employee who is rostered on immediate call shall receive the following by way of additional payment whilst on immediate on call:

	First full pay period (ffpp) to commence on or after				
	Current	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
	\$ per hour	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Midnight Sunday to midnight Friday	\$14.27	\$14.48	\$14.92	\$15.37	\$15.83
Midnight Friday to midnight Sunday	\$21.40	\$21.72	\$22.37	\$23.04	\$23.74
Public Holidays	\$35.65	\$36.18	\$37.27	\$38.39	\$39.54

2. Immediate Recall

2.1 Where an Employee, who is deemed to be on immediate call in accordance with Part B of this Schedule, is recalled to duty and spends time working at a health unit site, the following payments shall apply:

- 2.1.1 The Employee's appropriate hourly rate as detailed in Schedule 3, plus an additional payment calculated at 50 percent of the hourly rate when recalled between 8am and midnight. Pro rata for part of an hour based on 15 minute segments.
- 2.1.2 The Employee's appropriate hourly rate as detailed in Schedule 3, plus an additional payment calculated at 100 percent of the hourly rate for each hour, or part thereof, beyond three (3) hours continuous or cumulative service when recalled between 8am and midnight. Pro rata for part of an hour based on 15 minute segments.
- 2.1.3 The Employee's appropriate hourly rate as detailed in Schedule 3 plus an additional payment calculated at 100 percent of the hourly rate for recalls commencing after, or for the time extending beyond midnight. Pro rata for part of an hour based on 15 minute segments.
- 2.1.4 The Employee's appropriate hourly rate as detailed in Schedule 3 plus an additional payment calculated at 150 percent of the hourly rate for each hour, or part thereof, beyond three (3) hours continuous or cumulative service performed after midnight, regardless of the time that the recall is completed. Pro rata for part of an hour based on 15 minute segments.

- 2.1.5 The Employee's appropriate hourly rate as detailed in Schedule 3 plus an additional payment calculated at 150 percent of the hourly rate when recalled on a Public Holiday. Pro rata for part of an hour based on 15 minute segments
- 2.2 Where the period of time worked is less than three (3) hours, payment is to be made for 3 hours. However, where an Employee is recalled to duty within 3 hours of a previous recall the Employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.
- 2.3 Recall derived from Commonwealth Medicare Benefit Schedule (CMBS) rates.
- 2.3.1 An Employee in a specialty group identified in Schedule 6 of this Agreement, designated to be on immediate call, who is recalled to duty where such recall is authorised and has elected to receive recall payments derived from CMBS rates, will be paid as follows and must record on the prescribed timesheet the date, patient name, unit record number and CMBS item number(s) (on a fortnightly basis) for the recall.
- a) For recall involving procedural work outside of an Employee's specified hours of work, an Employee will be paid on the basis of a maximum of three (3) item numbers as follows:
- (i) CMBS payment plus 50% for the first item number;
- (ii) 75% of the CMBS payment plus 50% (of the 75%) for the second item number;
- (iii) 75% of the CMBS payment plus 50% (of the 75%) for the third item number.
- b) For recall involving consultation only, an Employee will receive:
- (i) based on a minimum of three (3) hours at 150% of the Employee's appropriate hourly rate as detailed in Schedule 3.
- 2.3.2 Payment for immediate recall under Part B (2.3) of this Schedule is in lieu of the payment which would otherwise be made under Part B (2.1) of this Schedule. Pro-rata for part of an hour based on 15 minute segments.
- 2.4 An Employee in a specialty group identified in Schedule 6 of this Agreement and designated by the Employing Authority as an Employee on "immediate call", may elect, in accordance with this sub-clause, to be paid either in accordance with Part B (2.1) or (2.3) of this Schedule.
- 2.4.1 An election must be made and notified to the Employing Authority by not later than 31 May, and will have effect on and from 1 July, of each year during the operation of this Agreement.
- 2.4.2 The first election to be made must be made and notified within one month after the commencement of this Agreement or, for a new Employee, or an Employee in an "added group", the first election must be made and notified within one (1) month after commencement of employment, or the operative date of the added group, respectively.
- 2.4.3 Where the Employing Authority does not receive an election, the Employee will be deemed to have elected to be paid in accordance with Part B (2.1) of this Schedule.

C. HIGH FREQUENCY EMERGENCY CALL BACK ARRANGEMENTS

- 2.5 Part C of this Schedule applies only to Vascular Surgeon Employees and Cardiothoracic Surgeon Employees. For the purposes of this Part, a reference to "Employee" means an employee to whom this Part applies.

1. High Frequency Emergency Call Back (HFECB) Allowance

- 1.1 An Employee who performs HFECB outlined as follows shall receive by way of additional payment an allowance of \$85,000 per annum paid in equal fortnightly instalments.
- 1.2 The HFECB Allowance applies to Employees in recognition of the need to provide a safe, high quality, specialist led 24/7 emergency service, and has regard to the high urgent call back (i.e. clinically required within 30 minutes) workload of the Employees and the reliance on this group for out of hours cover.

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

SCHEDULE 6: ACCESS TO CMBS RECALL ARRANGEMENTS

1. The following groups shall have access to the provisions of Schedule 5, Part B(2.3) of this Agreement – Recall derived from Commonwealth Medicare Benefit Schedule (CMBS) rates.
 - Spinal surgeons;
 - Cardiothoracic surgeons;
 - Paediatric surgeons;
 - Vascular surgeons;
 - Ophthalmologists at Royal Adelaide Hospital;
 - Orthopaedic Trauma Surgeons at Royal Adelaide Hospital;
 - Interventional Radiologists at Flinders Medical Centre; and
 - Added group.
2. The parties to this Agreement may add a group/s to the list of groups set out in 1. above in accordance with this Schedule (referred to as an “added group”) and any such addition will be evidenced by a Memorandum of Variation to Schedule 6 jointly signed by the President of the Association and the Chief Executive, DHW that particularises the added group and the prospective specified date from which the group will be deemed thereby to be an added group. For the purposes of interpretation of this Schedule, it is mutually agreed between the parties that it is their mutual intent that 1. above will be interpreted as if it includes the added group/s operative on and from the specified date in the applicable Memorandum of Variation.
3. A group may be added either by a unilateral decision by the Chief Executive, DHW, or following application by the Association that is accepted by the Chief Executive, DHW.
4. Where the Association makes application to the Chief Executive, DHW for the inclusion of a group into 1. above, the terms and conditions of any such inclusion shall be negotiated with the Association, provided that any term or condition will not exceed a term or condition of this Agreement.
5. Where a group is added by unilateral decision of the Chief Executive, DHW, all conditions of such inclusion shall comply with this Agreement alone.
6. Where the Association makes application to the Chief Executive, DHW for the inclusion of a group and such application is at first instance refused by the Chief Executive, DHW, the application shall be referred to a panel for recommendation. Such panel shall comprise of equal numbers of appointees (not more than two) of the Chief Executive, DHW (who shall have an appreciation of the medical area in question) and medical nominees of the Association, plus an independent agreed chairperson.