T14067/2013

TASMANIAN VISITING MEDICAL PRACTITIONERS (PUBLIC SECTOR) AGREEMENT 2013

Between the

Minister Administering the State Service Act 2000

and

Australian Medical Association, Tasmania Limited

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1 TITLE

The Agreement shall be referred to as the Tasmanian Visiting Medical Practitioners Agreement 2013.

2 PARTIES AND PERSONS BOUND

This Agreement shall apply to and be binding on:

(a) the Australian Medical Association, Tasmania Limited and the officers of that organisation and their members for whom classifications appear in this Agreement;

(b) the Minister Administering the State Service Act 2000.

(c) all VMPs employed by the employer under the provisions of this Agreement irrespective of whether they are members of a registered organisation or not.

3 DATE AND PERIOD OF OPERATION

This agreement shall come into effect on first full pay period on or after 1 July 2012 and shall remain in force until 30 June 2014.

4 DEFINITIONS

Agency means the Department of Health and Human Services, the Tasmanian Health Organisation - North-West, the Tasmanian Health Organisation - North and the Tasmanian Health Organisation - South

Association means the Australian Medical Association, Tasmania Limited.

Clinical Privileges means the permission granted to a Visiting Medical Practitioner (VMP) employed to provide medical and other patient care services within well-defined limits. It is the process of defining the area of clinical responsibility that the VMP is permitted to exercise in a hospital or health facility.

Clinical Privileges Committee means a committee that shall be established to be responsible for evaluating the credentials and delineating the clinical privileges of an employee in all public hospitals and health facilities within the Agency.

Visiting Medical Practitioner means a medical practitioner as defined in clause 5.1 (a) and (b) who is engaged in full-time or part-time private practice and in all but exceptional circumstances practices from professional rooms and has been employed by the employer to perform a specified service in that professional speciality.

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Employer means the Minister Administering the *State Service Act 2000* or his/her nominated representative.

Experience in a Specialty means practical experience in that specialty subsequent to the commencement of Advanced Training in that specialty.

Higher or Senior Qualification means such qualification, applicable to the specialty concerned, obtained by a medical practitioner subsequent to graduation which is recognised in the Medical Board of Australia list of specialities and approved specialty training programs.

Hospital Patient in relation to a health facility means an in-patient in respect of whom the employer provides comprehensive care including all necessary medical, nursing and diagnostic services by means of its own staff of by other agreed arrangements and includes an eligible person as defined under the provisions of Clause 7 of the *Health Insurance Act 1973*. It does not include a private patient, a compensable patient, a Department of Veterans' Affairs patient or any patient who is not a resident of Australia where such a person is clearly and definitively so identified at the time the service is provided and is not an eligible person within the meaning of the *Health Insurance Act 1973*.

Medical Practitioner means a person duly registered as such under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas).

On Call means rostered on call and notified as such by the employer to be available to attend hospital patients.

Out-patient, in relation to a hospital, means a health service or procedure provided by the Crown to an eligible person other than an in-patient of the hospital.

Post Graduate Experience means full time experience in the practice of medicine gained by a person subsequent to graduation from a faculty of medicine.

Private Patient means a patient who has been admitted to the hospital and has provided sufficient evidence to demonstrate utilisation of their private health insurance or other insurance such as Motor Accidents Insurance Board, Department of Veterans' Affairs and Workers' Compensation.

Professional Review Panel means a panel constituted to advise the employer with regard to the satisfaction of criteria of excellence, as defined in Schedule 1 of this Agreement, in support of applications of employees employed under this Agreement for progression to Visiting Medical Specialist Level IV.

Review Committee means a committee comprising of an independent Chairperson acceptable to both the Employer and the Association, the Chief Medical Officer or his/her medically

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qualified nominee and a representative of the Association.

Salary for the purposes of the Retirement Benefits Fund shall mean salary, wages or allowances paid in the form of income which are received by an eligible employee, or to which the said employee is entitled, but does not include any bonuses, overtime payments, payments for special services of an occasional nature, allowances not paid in the form of income, or travelling expenses.

Specialist means a medical practitioner appointed as such who holds a higher or senior qualification in the specialty concerned, and is registered to practice as a specialist by the Australian Health Practitioners Regulation Authority.

5 CLASSIFICATION CRITERIA

5.1 Classification Definitions

A VMP shall not be eligible to hold a position classified in accordance with this Agreement unless the following minimum requirements are fulfilled:

(a) Visiting Medical Practitioner

(i) Level I is a medical practitioner who has less than five years post-graduate experience in the practice of medicine.

(ii) Level II is a medical practitioner who has had at least five years post graduate experience in the practice of medicine.

(b) Visiting Medical Specialist

(i) Level I is a medical practitioner who has had at least five years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has practical experience in that specialty.

(ii) Level II is a medical practitioner who has at least eight years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least four years practical experience in that specialty.

(iii) Level III is a medical practitioner who has had at least eleven years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least eight years practical experience in that specialty subsequent to gaining such qualification.

(iv) Level IV is a medical practitioner who has at least fourteen years

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post graduate experience in the practice of medicine, holds a senior qualification appropriate to the speciality concerned, and has at least twelve years practical experience in that specialty subsequent to gaining such qualification, and has been recommended for appointment to this level by the Professional Review Panel.

5.2 Re-Classification

(a) Where a VMP obtains a higher medical qualification he or she shall have the right to make application to the employer to be reclassified to an appropriate level.

Provided that the employer requires an employee to use the higher qualification.

(b) Increasing experience shall be recognised by progression through the classification levels given satisfactory performance in the position.

Provided that there shall be a right of appeal to the Review Committee whose decision shall be final.

6 APPOINTMENT

Appointment shall be in accordance with section 37(3)(b) Appointment and Promotion of employees of the *State Service Act 2000*.

7 REMUNERATION

7.1 VMPs who receive paid leave entitlements

VMPs who elect to receive paid leave entitlements in accordance with Clause 18 – Leave, clause 18.2 Recreation Leave, 18.3 Sick Leave, 18.4 Conference Leave and 18.5 Sabbatical Leave shall be paid an hourly rate in accordance with the following:

(a) Visiting Medical Practitioner

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
WP01	1	V-MED PRAC Level 1	FFPP 1/7/12	**205845**	**104.17**
WP02	1	V-MED PRAC Level 2	FFPP 1/7/12	**231341**	**117.08**

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Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
WP01	1	V-MED PRAC Level 1	FFPP 1/7/13	209962	106.26
WP02	1	V-MED PRAC Level 2	FFPP 1/7/13	235968	119.42

(b) Visiting Medical Specialist

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
WS01	1	V-MED SPEC Level 1	FFPP 1/7/12	258732	130.94
WS02	1	V-MED SPEC Level 2	FFPP 1/7/12	282314	142.87
WS03	1	V-MED SPEC Level 3	FFPP 1/7/12	293863	148.72
WS04	1	V-MED SPEC Level 4	FFPP 1/7/12	310954	157.37

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
WS01	1	V-MED SPEC Level 1	FFPP 1/7/13	263907	133.56
WS02	1	V-MED SPEC Level 2	FFPP 1/7/13	287960	145.73
WS03	1	V-MED SPEC Level 3	FFPP 1/7/13	299740	151.69
WS04	1	V-MED SPEC Level 4	FFPP 1/7/13	317174	160.51

7.2 VMPs who receive unpaid leave entitlements.

VMPs who elect to receive unpaid leave entitlements shall be paid an hourly rate in accordance with the following:

(a) Visiting Medical Practitioner

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
VP01	1	V-MED PRAC Level 1 (RUR)	FFPP 1/7/12	238799	120.85
VP02	1	V-MED PRAC Level 2 (RUR)	FFPP 1/7/12	269596	136.44

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
VP01	1	V-MED PRAC Level 1 (RUR)	FFPP 1/7/13	243575	123.27
VP02	1	V-MED PRAC Level 2 (RUR)	FFPP 1/7/13	274988	139.16

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(b) Visiting Medical Specialist

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
VS01	1	V-MED SPEC Level 1 (RUR)	FFPP 1/7/12	300071	151.86
VS02	1	V-MED SPEC Level 2 (RUR)	FFPP 1/7/12	327764	165.87
VS03	1	V-MED SPEC Level 3 (RUR)	FFPP 1/7/12	342054	173.10
VS04	1	V-MED SPEC Level 4 (RUR)	FFPP 1/7/12	360697	182.54

Class	Lv	Class Description	Effect	Annual Salary	Hourly Rate
VS01	1	V-MED SPEC Level 1 (RUR)	FFPP 1/7/13	306072	154.89
VS02	1	V-MED SPEC Level 2 (RUR)	FFPP 1/7/13	334319	169.19
VS03	1	V-MED SPEC Level 3 (RUR)	FFPP 1/7/13	348895	176.57
VS04	1	V-MED SPEC Level 4 (RUR)	FFPP 1/7/13	367911	186.19

8 MANAGERIAL ALLOWANCE

A VMP who is appointed as a Director or Head of a Department/Division within a general hospital shall be paid an allowance of at least 5% of their hourly rate of salary for the duration of that appointment.

9 DUTIES

(a) A VMP shall render medical and/or surgical services within the range of his or her professional qualifications and experience and such other duties as may be specified in his /her statement of duties, employment instructions and/or contractual arrangements in accordance with his/her clinical judgment and consistent with the normal standards of medical care.

Provided that during the hours he/she is so engaged, a VMP shall render medical and/or surgical services to hospital patients only and wherever practicable these services shall be uninterrupted.

(b) A VMP shall endeavour to have the usual professional relations which exist between a medical practitioner and patient.

(c) The employer shall undertake not to interfere with the personal, professional and clinical relationships between a medical practitioner and his/her patients or

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between an employee and his/her fellow employees, and further, shall not interfere in any way with matters of clinical judgment. If a Director of Medical Services is dissatisfied with the management of any patient in a health facility, the VMP in charge of the patient may be requested to consult with another employee appropriate to the patient's medical condition. The VMP so requested shall consent to the holding of a consultation.

10 TEACHING AND RESEARCH

(a) A VMP may be required to undertake teaching and/or research responsibilities and such responsibilities shall constitute a normal component within the VMP's allocated hours.

(b) A VMP who declines to undertake teaching responsibilities as reasonably required by the employer may have his/her clinical privileges withdrawn.

Provided that nothing in this clause shall limit the ability of a VMP to utilise the provisions of Clause 25 – Grievance and Dispute Settling Procedure.

11 HOURS OF EMPLOYMENT

(a) A VMP may be allocated up to a maximum of 18 hours per week to attend to hospital patients.

Provided that if exceptional circumstances exist the employer may approve in writing an increase in hours above the prescribed maximum.

(b) The employer shall specify the number of hours each employee is to complete on a daily and/or weekly basis. Unless otherwise agreed, such hours shall be worked within the normal working hours of 7.00 a.m. and 6.00 p.m. Monday to Friday by agreement and shall consist of a period of not less than one hour or more than eight hours in any one day except where a lesser minimum may be agreed between the employer and the VMP concerned or the clinical need dictates that the maximum weekly hours are exceeded; such hours shall be remunerated in accordance with the rates specified in Clause 7 – Remuneration.

(c) A VMP available and willing to work who works for less than the agreed weekly hours shall be entitled to his or her normal weekly remuneration.

(d) The employer may review on an annual basis, the number of daily and/or weekly hours worked by a VMP. Such review may lead to the number of hours being maintained, increased or reduced.

(e) In the event of a dispute arising between a VMP and the employer at the

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completion of an annual review, the matter shall be referred to the Review Committee and if still unresolved either party may refer the dispute to the Tasmanian Industrial Commission.

Provided that where special circumstances exist within this 12 month period the employer retains the right to vary a VMP's hours of work after consultation with the VMP concerned.

Provided further that where a VMP's hours are to be varied except by consent the employer shall give him / her one month's notice.

12 RECORD OF ATTENDANCE

To facilitate calculation of the weekly hours of the VMP and payments pursuant to Clause 15 – On Call and Clause 16 – Call Back, the VMP shall maintain a record indicating:

(a) attendance for hours, other than those regular daily and/or weekly hours which have been specified in accordance with Clause 10, shall be recorded. Such record shall be as per Administrative Instruction; and shall include a general description of the service provided (e.g. ward round, operation session etc) for each period of attendance;

(b) the dates upon which he/she has been required to render services pursuant to this Agreement, other than those regular times which have been specified in accordance with Clause 16 – On Call, including commencing and finishing times during which services were rendered and the number of hours to the nearest half hour;

Provided that particulars of each service rendered, that is, the date, time of day, unit record number for the patient and the nature of the service rendered shall be maintained for normal allocated hours as well as for all time worked during call-backs.

13 MEDICAL RECORDS

A VMP shall take reasonable steps to ensure that adequate clinical records for patients under his/her care are compiled and completed at the hospital at which the service was rendered.

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14 EXTRA HOURS

The intention of this clause is to clarify a "grey zone" where the VMP must extend his or her rostered sessional hours to provide a necessary clinical service (for example if an operating session or clinic runs overtime), or the VMP is required to review patients outside normal rostered hours.

(a) Extended Session: Clinical work that extends beyond that which is rostered for the VMP's usual session will be paid at double time; or

(b) Clinical Review: Face to face scheduled review of patients which is clinically necessary and occurs outside of normal rostered sessional hours will be paid at single time.

Extra time will be remunerated to the nearest half an hour and include an allowance of 15 minutes travel time in either direction, that is 30 minutes total, for (b) above, if the VMP is required to travel to and from the hospital.

15 ON-CALL

(a) A VMP who is rostered on-call to attend hospital patients shall be paid an on-call allowance of $13.30 per hour for each hour so rostered. These rates shall apply from the first full pay period commencing on or after July 1 2012.

(b) The rate of on-call allowance will increase in line with movements in the on-call allowance in the Health and Human Services (Tasmanian State Service) Award.

(c) A VMP who is in receipt of an on-call allowance shall not be eligible to receive that allowance during periods when he /she is receiving payments for a call-back.

(d) The on-call allowance shall not be payable during any periods of leave or other absence by a VMP.

16 CALL-BACK

(a) All call-backs are remunerated at double time for the hours worked, with a minimum of three hours, provided that a second or subsequent call-back is not payable if occurring within three hours of the first. The call-back shall include allowance for 15 minutes travelling time in either direction, and be remunerated to the nearest half hour, if the call-back exceeds three hours.

Provided if the second or subsequent call-back commences inside three hours of

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the first, additional payment shall be made only when the second or subsequent call-back continues beyond the three hours. In this case remuneration at double time shall occur for all hours worked in excess of the three hours paid for the first call-back.

(b) DEFINITION

(i) When the VMP is on-call

A call-back applies when the VMP on-call is called in by the employer to assess a patient with a face to face consultation or to provide treatment to a patient after hours including medical or surgical procedures.

(ii) When the VMP is not on-call

(A) A call-back applies when the VMP is not on-call but is called in by the employer to see and treat a patient at any time of day because his or her special skills are not possessed by the on-call consultant.

(B) A call-back applies when the VMP is not on-call but is requested by the employer to attend out of hours to provide treatment to a patient (eg a procedure), because for operational reasons, this treatment was unable to be undertaken during normal working hours.

17 SUBMISSION OF TIME-SHEETS AND CALL-BACK CLAIMS

(a) A VMP shall submit a claim to the employer in respect of services provided and such claim shall be accompanied by his or her need of attendance and appropriate authorisation.

(b) Where such claim is submitted within 28 days of the previous pay period for the services provided the employer shall remunerate the employee for the amount to which he or she is entitled within 28 days of receipt of the claim.

(c) Where claims for payment are not submitted within eight weeks of the provision of the services, a VMP may, at the discretion of the employer, forfeit his or her right to such claims.

18 LEAVE

18.1 Leave Without Pay

A VMP who receives unpaid leave entitlements in accordance with Clause 7 –

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Remuneration subclause 7.1 – Unpaid Leave Entitlements, shall take leave without pay up to the quantum available under subclause 7.1 of this clause, at a time that is mutually convenient to both the employer and the employee.

18.2 Recreation Leave

(a) A VMP who is entitled to paid recreation leave in accordance with Clause 7 – Remuneration subclause 7.1– Paid Leave Entitlements shall, on the completion of twelve months continuance service, be entitled to four weeks recreation leave without deduction of pay at a time mutually convenient to both the employer and the VMP.

(b) Where a public holiday occurs during a period of recreation leave and the VMP concerned would have normally worked on that day he /she shall:

(i) have one day added to his/her recreation leave entitlement that shall be taken at a time mutually convenient to both the employer and the VMP; or

(ii) shall receive a further payment at ordinary time for his/her allocated hours in lieu of the additional day off.

Provided that no VMP shall receive in the aggregate more than the equivalent of double time of his /her ordinary rate.

(c) The basis for the calculation of the payment of all recreation leave entitlements shall be as to projected weekly hours.

(d) Except as provided elsewhere, payment shall not be made or accepted in lieu of recreation leave.

(e) A VMP who is paid in accordance with Clause 7 – Remuneration subclause 7.1, who after one month of continuous service in any qualifying twelve monthly period lawfully leaves his /her employment or his /her employment is terminated by the employer through no fault of the VMP, he /she shall be entitled to receive proportionate payment for the period of service subsequent to commencing duty or subsequent to the due date of his /her last period of annual leave at the rate of salary to which the VMP is entitled under this Agreement in accordance with his /her projected weekly roster.

Provided that there is an obligation on the part of the employer, in consultation with the VMP concerned, to provide relief in order that he /she shall take such leave.

Provided further that the total number of weeks of recreation leave that a VMP

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may accumulate shall not exceed the recreation leave that the VMP is entitled to for two (2) leave years. Failure to take recreation leave in excess of the two (2) year entitlement, may, at the discretion of the employer, result in a VMP forfeiting his /her excess entitlement.

18.3 Parental Leave and Personal Leave

Shall be paid in accordance with Part IX of the Health and Human Services (Tasmanian State Service) Award.

18.4 Conference and Professional Development Leave

A VMP who is entitled to paid conference leave in accordance with Clause 7 – Remuneration subclause 7.1– Paid Leave Entitlements, may be granted in any one calendar year up to two weeks on full pay in accordance with his /her projected weekly roster to attend approved conferences or professional development activities, where in the opinion of the employer attendance at such conferences or professional development activities is essential to the maintenance of the VMP's professional competence.

Provided that a VMP shall be able to accumulate leave under this provision for a period of two years only. Further leave entitlements shall not be available until such time as the VMP has used his /her accumulated entitlements.

Provided further that except as provided elsewhere, payment shall not be made or accepted in lieu of conference or professional development leave.

18.5 Sabbatical Leave

(a) For every five completed years of continuous service with the employer, a VMP who is entitled to paid sabbatical leave in accordance with Clause 7 – Remuneration subclause 7.1 – Paid Leave Entitlements shall be entitled to apply for a period of 13 weeks sabbatical leave which shall be paid in accordance with the VMP's hours as allocated under Clause 11 – Hours of Employment and may be taken in minimum periods of two weeks.

Provided that in exceptional circumstances the period of sabbatical may be approved for periods of less than two weeks with the approval of the relevant Chief Executive Officer.

(b) In special circumstances the employer may allow a VMP to accumulate sabbatical leave entitlements over two five year periods. However, the VMP must apply to the employer during the first five year period for approval to accumulate sabbatical leave entitlements for two five year terms.

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(c) The VMP shall submit to the employer for approval an acceptable program of study to be carried out during such period of leave. Such program shall be submitted not less than 6 months prior to the requested date of such leave, unless otherwise agreed.

(d) Where the employer does not approve a program as being acceptable for sabbatical leave, the VMP may appeal the decision to the Review Committee. The decision of the Review Committee shall be final and binding on both parties.

Provided that except as provided elsewhere, payment shall not be made or accepted in lieu of sabbatical leave and the period of sabbatical leave shall not be cumulative.

18.6 Committee Leave

Where a VMP is appointed to an appropriate national or international professional organisation, he /she may be granted leave of absence by the employer to attend meetings of such organisations where the attendance is seen to be of benefit to the public health system. Such leave shall be paid in accordance with the VMP's normal allocated hours.

18.7 Long Service Leave

Long Service Leave shall accrue in accordance with the *Long Service Leave (State Employees) Act* 1994.

19 HOLIDAYS WITH PAY (PUBLIC HOLIDAYS)

(a) A VMP shall be entitled to absent himself or herself from his or her agreed weekly and/or daily hours on full pay on public holidays with pay unless the hospital has given reasonable notice that it requires the VMP to render services on that day.

(b) Where the VMP renders medical and/or surgical services on a public holiday he or she shall be remunerated at his or her ordinary hourly rate for the actual time worked plus a loading of 100 per cent.

Provided that no VMP shall receive in the aggregate more than the equivalent of double time of his /her ordinary rate.

(c) For the purposes of this Agreement the following are designated as public holidays:

(i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day, Hobart Regatta Day (south of Oatlands, including Oatlands), Eight Hours Day, Good Friday, Easter Monday, Easter Tuesday,

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ANZAC Day, Queen's Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.

(ii) In addition, such other day or days declared from time to time to be State Service holidays, having regard to the declared location of such day or days.

20 KILOMETRE ALLOWANCE

A VMP shall be entitled to kilometrage allowance in accordance with rates and conditions prescribed in the Health and Human Services Award (as varied from time to time).

21 UNIFORM AND LAUNDRY

A VMP shall be provided, on request, with sufficient suitable and serviceable uniforms, free of charge, which shall be laundered at the expense of and shall remain the property of the employer.

22 INSTRUMENTS AND EQUIPMENT

The employer shall in consultation with the VMP concerned, supply appropriate instruments, equipment and materials necessary to meet current acceptable clinical standards.

23 ADEQUATE FACILITIES

The employer shall be responsible for the provision of necessary ancillary, medical, nursing and clerical assistance in respect of hospital patients.

24 TERMINATION OF EMPLOYMENT

(a) Employment shall be terminated by three months' notice given by either party or by the payment of forfeiture of three months remuneration as the case may be.

(b) This shall not affect the right of the employer to dismiss a VMP for serious misconduct or serious neglect of duty, in which case salary shall be paid up to the time of dismissal only.

(c) Employment shall be terminated where a VMP fails to have their registration under

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the *Health Practitioner Regulation National Law (Tasmania) Act 2010* (Tas) renewed or has their registration or clinical privileges withdrawn.

25 GRIEVANCE AND DISPUTE SETTLING PROCEDURE

(a) The objectives of this procedure are to promote the resolution of grievances and disputes by measures based on consultation, cooperation and discussion to reduce the level of disputation and to avoid interruption of the performance of work and the consequential loss of wages and service to hospital patients.

(b) Where a VMP believes he or she is aggrieved he or she may

(i) In the first instance, the VMP(s) and or Association representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor.

(ii) It is agreed that step (a) shall where practicable take place within 7 days.

(c) Should discussions fail to resolve the grievance/dispute, the issue(s) may be referred to the Association and to management representatives.

(d) If the issue(s) remains unresolved, either party may refer the dispute /grievance to the Tasmanian Industrial Commission for conciliation/arbitration and settlement in accordance with the provisions of Section 29 of the *Industrial Relations Act 1984*.

(e) However, in the case of a grievance or dispute relating to a clinical or professional matter it shall be referred to the Review Committee as defined in Clause 4 Definitions of this Agreement for determination, whose decision for the purpose of this Agreement shall be final.

(f) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.

(g) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where a VMP's safety is at risk.

26 RIGHT OF APPEAL – REVIEW COMMITTEE

(a) The Review Committee will comprise an independent chairperson, a medically qualified representative of the relevant area health organisation, and a representative of the Association. The purpose of the review committee is to review disputes relating to VMP classification, allocation of leave or other such

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SIGNING PAGE

Agent for and on behalf of
Minister Administering the State Service Act 2000

.....

Date: 4 June 2013

Australian Medical Association, Tasmania Limited

.....

Date: 4 JUNE 13

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984

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issues relating to this agreement, where the Grievance and Dispute Settling Procedure has been unsuccessful.

(b) The decision of the Review Committee shall be final.

27 JOINT CONSULTATIVE COMMITTEE

The parties agree to establish a Joint Consultative Committee consisting of representatives from the Association, VMPs engaged under this Agreement and health management. The purpose of this committee will be established in accordance with Schedule 3 of this Agreement.

28 NO EXTRA CLAIMS

(a) It is a provision of this Agreement that there are no further claims for improved salaries or conditions of employment are to be made by the parties to this Agreement until June 2014 and further, that no proceedings, claims or demands concerning salaries or conditions of employment in respect of VMP's whose salary and conditions of employment are determined by this Agreement are to be instituted before the Tasmanian Industrial Commission.

(b) The statement in the subclause 28(a) is not intended to prevent the parties to this Agreement from instigating proceedings before the Tasmanian Industrial Commission in respect of interpretation, application or breach of a particular clause or clauses of this Agreement.

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Schedule 1

PROFESSIONAL REVIEW PANEL GUIDELINES

1. Preamble

The Professional Review Panel (PRP) is constituted to advise the employer with regard to the satisfaction of criteria of excellence in support of applications by medical practitioners, established to assess applications for the Level IV Visiting Medical Specialist classification and to recommend to the Head of Agency appointment of those applicants who meet the classification criteria.

2. Membership

(a) The Professional Review Panel shall consist of 3 medically qualified representatives of the Association who are employees of the Agency and 3 medically qualified representatives of the Tasmanian Health Organisations (THOs) and DHHS.

(b) The panel shall elect a Chairperson who shall be responsible for the decisions of the panel.

3. Assessment Criteria

In order to be eligible for appointment as a Visiting Medical Specialist Level IV, an employee must meet both the level IV definition, as contained in the Visiting Medical Practitioners (Public Sector) Agreement 2013 (the Agreement) and the professional and performance criteria as agreed between the Association and the Employer.

(a) Definition

Clause 5 Classification Criteria of the Agreement defines a Visiting Medical Specialist Level IV as:

a medical practitioner who has at least fourteen years post graduate experience in the practice of medicine, holds a senior qualification appropriate to the specialty concerned, and has at least twelve years practical experience in that specialty subsequent to gaining such qualification.

(b) Professional and Performance Criteria

In addition to the academic and experience qualifications prescribed in the definition, applicants must substantiate their ability to meet the professional and performance criteria as detailed below:

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(i) Audit

(ii) Continuing Medical Education (CME)

(iii) Involvement in Quality Assurance and Continuous Quality Improvement.

(iv) Experience within the public hospital system, including:

(A) involvement in meetings within the hospitals together with seminars, lectures and tutorials;

(B) involvement in morbidity and mortality meetings;

(C) participation in the management of clinical issues relating to hospital policies and procedures, for example, infection control, drug and therapeutics, theatre management, discharge planning, casemix implementation etc.

(v) Experience outside the public hospital system:

(A) involvement in private hospital meetings, seminars, lectures and tutorials, or other relevant sources.

(B) involvement in College or Society CME events at international, national or state level.

(vi) Teaching and/or Research

(A) Applicants should provide details of research and/or teaching which may be relevant to a component of their duties as a Visiting Medical Specialist;

(B) If teaching and/or research is performed outside the public hospital system provide details;

(C) In the context of this section, teaching may include performing lectures, tutorials and group or individual tuition involving medical staff, nurses, health professionals and other hospital staff.

(vii) Meetings

Applicants should demonstrate that they have been actively involved with relevant hospital, college and specialist society group activities as well as with peak professional groups, e.g. the Association.

(viii) General

(A) Applicants are encouraged to provide details of all relevant activities inside and outside the public hospital system. Details of

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their involvement in the life of the public hospital in which their services are contracted are particularly important.

(B) The Professional Review Panel will also consider the applicant's leadership skills and ability to work within the framework of a hospital team.

(C) Failure to provide sufficient detail in your application addressing the criteria could result in it being unsuccessful.

4. Professional Review Panel Assessment Process

(a) The PRP is to assess applications against the classification definition and professional and performance criteria only, and to ensure that all aspects of the assessment criteria are met.

(b) Where information provided by a VMP is insufficient to adequately assess an application, the PRP should request the VMP to provide additional information. Such a request should be as specific as possible as to the information required.

(c) It should be noted that only information which specifically relates to the assessment criteria may be sought.

(d) The PRP may, with the applicant's written approval, clarify information contained in the application with the VMP's Medical Director.

(e) Where the additional information does not adequately substantiate a VMP's ability in regard to the professional and performance criteria, the PRP may recommend against appointment to the level IV classification.

(f) A VMP who is unsuccessful in their application for appointment as a Visiting Medical Specialist Level IV, may appeal the PRP decision to the Review Committee as defined in the Agreement.

5. Documentation

(a) The PRP shall advise the Head of Agency in writing of their recommendations. Where it is recommended that an applicant not be progresses to the level IV classification, reasons for the decision should be made in as much detail as possible.

(b) Unsuccessful applicants shall be provided with a copy of the reasons why their application failed.

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Schedule 2

SALARY SACRIFICE, SALARY PACKAGING AND SALARY AGGREGATION

1. Salary Sacrifice

(a) An employee covered by this Agreement may elect to sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.

(b) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.

(c) Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

(d) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice arrangement.

2. Salary Packaging

(a) An employee covered by this Agreement who is employed in a Public Hospital as defined by the Australian Taxation Office may elect, up to the amount allowed under relevant legislation, to take a proportion of their award salary in a form selected from a list of options offered by the employer.

(b) Fringe Benefit Tax and any administrative costs incurred as a result of an employee entering into or amending a salary packaging arrangement, will be met by the employee.

(c) Salary for all purposes, including superannuation for employees entering into a salary packaging arrangement, will be determined as if a salary packaging arrangement did not exist.

(d) Salary packaging arrangements will be annual and based on a Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw at any time from a salary packaging arrangement.

(e) Where the employee ceases to be employed by the employer in a Public Hospital as defined by the Australian Taxation Office the salary packaging arrangement will cease to apply as at the date of cessation.

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3. Salary Aggregation

The parties agree to the implementation of aggregation of salary, on call, call back and other remuneration.

Schedule 3

JOINT CONSULTATIVE COMMITTEE

1. Purpose

The Visiting Medical Practitioners Joint Consultative Committee (JCC) will be a strategically focused group. Its main purpose is enable consultation and discussion about issues concerning the interpretation and consistent implementation of the VMP Agreement on a Statewide basis and assist with the resolution of matters relating to interpretation of this Agreement and other issues affecting the provision of services to the 3 major hospitals in Tasmania by VMPs.

2. Operating Guidelines:

(a) Issues discussed should be of concern to DHHS and the Tasmanian Health Organisations. The meeting will provide a forum for the Association to be advised of the current status of initiatives.

(b) Members of the JCC may establish a sub – committee to consult on specific industrial issues or projects.

3. Meeting Frequency.

Quarterly or as and when required.

4. Membership

(a) Medical management representative of the Employer.

(b) Association representative from DHHS and the Tasmanian Health Organisations.

(c) A CEO or his/her representative.

(d) Executive support (Association CEO).

(e) Representation may vary according to agenda items.

(f) Chair

(g) CEO or his/her Representative.

5. Agenda

(a) Attendance (members present and apologies)

(b) Acceptance of minutes of previous meeting.

(c) Business arising from the minutes (review of actions from previous meetings).

(d) Project report(s) and updates.

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(e) General Business – notice provided. (covers matters for which at least one weeks' notice has been provided along with position paper).

(f) Other/New Business – no notice. (matters raised for discussion at the meeting).

(g) Next Meeting (date and time).

(h) Minute to be distributed within 10 working days of the date of the meeting.

Schedule 4

PRODUCTIVITY PAYMENT

The addition of the Extra time clause (clause 14) may offset some call back payments and result in a savings being achieved.

VMPs may participate in a productivity payment of up to 0.5% if the cost of this payment is fully offset by the addition of the extra time clause.

The parties agree to monitor actual extra hours and call back payments with a view to comparing them to historical payments taking into account comparative patient load.

The period for assessment will be 12 months from the registration of the agreement with the effective date of the productivity increase being the first full pay period commencing on or after 4 February 2014.