

The Agreement Explained

The Proposed SA Health Visiting Medical Specialists Enterprise Agreement 2023 (the proposed Agreement) has been the subject of negotiations and discussions between the Industrial Relations and Policy Branch, Attorney-General's Department, on behalf of the declared employer, the Chief Executive, Attorney-General's Department, the Department for Health and Wellbeing (DHW) and the South Australian Salaried Medical Officers Association (SASMOA) in relation to the content of the proposed Agreement. A ballot of Visiting Medical Specialists and Senior Visiting Medical Specialists to determine support for the proposed Agreement is to take place. If a majority of employees who vote support this proposed Agreement (i.e. vote Yes), an application under the *Fair Work Act 1994* will be made to the South Australian Employment Tribunal (SAET) for approval. The Agreement will only have effect if it is approved.

This explanatory document:

- Should be read in conjunction with the proposed SA Health Visiting Medical Specialists Enterprise Agreement 2023 (Proposed Agreement). The Proposed Agreement and the SA Health Visiting Medical Specialists Enterprise Agreement 2019 (current Agreement) can be found on the SA Health website at www.sahealth.sa.gov.au/enterprisebargaining. You can also obtain a copy by contacting your Human Resources Section;
- Explains the effect of the terms of the Proposed Agreement;
- Identifies differences between the Proposed Agreement and the current Agreement;
- Identifies the procedures in the Proposed Agreement for preventing and settling industrial disputes;
- Indicates whether any term of the Proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees; and
- Informs employees of their rights to be represented in relation to proceedings for approval of the Proposed Agreement.

The Proposed Agreement is largely modelled on the current Agreement. It collectively covers Visiting Medical Specialists and Senior Visiting Medical Specialists, except Neurosurgeons.

1. ENTERPRISE AGREEMENT

This clause identifies the Proposed Agreement, and the part of the *Fair Work Act 1994*, under which it is made. The Proposed Agreement will operate from the date of SAET approval, nominally expiring on the 2 February 2025. The clause acknowledges that negotiations for a new Enterprise Agreement may commence not earlier than six months prior to the nominal expiry of the Agreement.

2. PARTIES BOUND

This clause specifies the employers, employees and employee association covered by the Proposed Agreement. The Proposed Agreement is binding on the Chief Executive (CE) of the Attorney-General's Department (as the declared public employer under the *Fair Work Act 1994*); the CE, DHW; SASMOA; and Senior VMSs and VMSs employed under the *Health Care Act 2008* (except Neurosurgeons).

The persons on whom the Proposed Agreement is not binding are listed in clause 2.2 of the Proposed Agreement. A reference in this Agreement Explained to "Employee" means an employee to whom the Proposed Agreement will apply.

3. DEFINITIONS

This clause is the same as the current agreement. This clause deals with the interpretation of expressions used in the Proposed Agreement and includes definitions that reflect those under the *Health Care Act 2008*.

4. OBJECTS AND COMMITMENTS

There are similar provisions in the current Agreement (Clause 4). Clause 4.7 'Criteria Led Discharge' was only relevant to the current agreement and has been removed from the proposed agreement, consistent with the approach adopted in the most recent *SA Health Salaried Medical Officers Enterprise Agreement 2022*.

5. ONGOING IMPROVEMENT

This clause is the same as clause 5 in the current agreement. The clause states that the provision of health services is subject to ongoing development and restructuring and that the parties are committed to engaging in clinical change and workforce reform initiatives to achieve ongoing health service improvements and particular strategic directions of SA Health. It has been updated to reference the most recent SA Health Strategy, the 'South Australian Health and Wellbeing Strategy 2020-2025'.

6. CONSULTATION

This clause is the same as clause 6 in the current Agreement. The clause specifies the principles that will underpin consultation between the Employing Authority and Employees and their representatives.

7. APPOINTMENT AND RE-APPOINTMENT

This clause is the same as clause 7 in the current Agreement. This clause sets out the procedure and associated template letters for the appointment and reappointment of Visiting Medical Specialists. The clause also provides for a review to take place within the first 6 months of the approval of the new Agreement, as an opportunity to improve and clarify the operation of this clause.

8. APPOINTMENTS UNDER OTHER ENTERPRISE AGREEMENTS

This clause is the same as clause 8 in the current Agreement. An Employee must have prior approval to be employed in more than one capacity and if that occurs, this Proposed Agreement applies to the specified hours as an Employee under this agreement and other applicable agreement/s will apply to that part of their employment in the applicable capacity.

9. DUTIES

This clause is the same as clause 9 in the current Agreement. It specifies that Employees will perform their duties and

comply with relevant legislation, professional standards of behaviour and practice, laws and customs of the medical profession and they will fulfil and obey all lawful directions.

10. TEACHING AND RESEARCH

This clause is the same as clause 10 the current Agreement. It deals with arrangements in relation to participation in teaching and research.

11. PRE-EMPLOYMENT SCREENINGS

This clause is the same as clause 11 in the current Agreement. This clause acknowledges the Employing Authority's duty of care and ascertaining information about prospective Employees.

12. JOB AND PERSON SPECIFICATION

This clause is the same as clause 12 in the current Agreement. The clause provides that an Employee will be provided with a job and person specification relevant to their position.

13. TERMINATION

This clause is the same as clause 13 in the current Agreement. If there is a breach of clause 9 (duties) of the Proposed Agreement, an Employee can be terminated in accordance with the provisions in the HR Manual.

14. HOURS & WORK FLEXIBILITY

This clause is the same as clause 14 in the current agreement. It continues to provide that unless there is a written agreement with the individual Employee, the minimum period of engagement for each allocation of work of an Employee will be 3.5 hours ('sessional hours') per week 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.

Sub-clause 14.4 enables the number of hours specified to be varied by agreement at the local level, but if the average hours exceed 20 hours per week for more than 3 calendar months, then the Employing Authority (or delegate) must agree, and the general requirements in Clause 7.2 will need to be followed.

Clause 14.3 provides that 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 Employee's letter of appointment and also 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.

Clause 14.7 continues to provide that 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

This clause is similar to clause 15 of the current Agreement. It refers to relevant rates of pay outlined in Schedule 3 of the Proposed Agreement, with increases to the hourly rate applying from the first full pay period (ffpp) on or after 1 January 2022, 1 January 2023, 1 January 2024 and 1 January 2025. Schedule 3 has been updated to reflect the relevant increases in hourly rates.

As per the current Agreement, the hourly rates continue to be "all-in" payments that include a loading in respect of recreation leave and sick and family carers leave; will be adjusted for superannuation; and an Employee's hourly rate will be determined by the Employee's total specified hours of work across SA Health.

Clause 15.2.1 has been updated to remove out of date references, Reference to payment of 10% superannuation payment has been replaced with reference to the Payment of applicable percentage outlined under the *Superannuation Guarantee (Administration) Act 1992*. Other out of date references removed from the current agreement are reference to the exclusion of employees "...who have attained the age of seventy five (75).

16. SALARY SACRIFICE

This clause is same as in the current Agreement and has the same effect. It addresses those Employees who enter into a Salary Sacrifice Agreement. Employees will have access only to the General Public Sector Salary Sacrifice Scheme (which is also known as the SA Government Salary Sacrifice Arrangements).

17. MANAGERIAL ALLOWANCES

This clause is the same as clause 17 in the current agreement. The clause references Schedule 4 in the proposed agreement, which outlines the following increases: 1.5% pa on and from 14 April 2021, and 14 April 2022, and 3.0% pa on and from 14 April 2023 and 14 April 2024.

18. ON CALL AND RECALL ARRANGEMENTS AND IMMEDIATE RECALL

This clause the same as clause 18 in the current agreement. It references Schedule 5 of the proposed agreement, which proposes an increase in the rates of standard and immediate on call payments as per the quantum of salary increases: i.e. 1.5% p.a. payable on and from 1 January 2022, and 3.0% pa payable on and from 1 January 2023, 1 January 2024 and 1 January 2025.

19. REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL

This clause is the same as clause 19 clause in the current Agreement. It enables Employees to elect a deeming arrangement that will facilitate reimbursement of motor vehicle travel as a result of a recall to work.

20. TELEPHONE CALLS AND TELEMEDICINE

Clause 20 of the current agreement has been amended to reflect an updated and broader definition of telemedicine. It also provides that the same remuneration conditions will apply to both telephone and telemedicine work performed at home.

The requirement is no longer subject to receiving more than three telephone calls.

21. TELEPHONE REIMBURSEMENT

This clause is the same as clause 21 in the current Agreement. It provides for reimbursement for telephone rental by an Employee.

22. PUBLIC HOLIDAYS

This clause is the same as clause 22 in the current Agreement. It provides time off with pay to an Employee when a full day Public Holiday falls on a day the Employee would otherwise have been required to work specified hours.

23. RECREATION LEAVE

This clause is the same as clause 23 in the current Agreement. It provides for up to a maximum of five (5) weeks absence without pay per annum for recreation leave, in periods of not less than one week unless special approval is granted.

24. SICK AND FAMILY CARERS LEAVE

This clause is the same as clause 24 in the current agreement. The clause provides that 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.

The Family Carer's Leave entitlement also remains unchanged and permits an unpaid leave of absence to provide care for a sick family member.

25. PAID MATERNITY/ADOPTION/SURROGACY LEAVE

Clause 25 has been updated to include provision for paid breastfeeding at the workplace, consistent with the SA Health Salaried Medical Officers Enterprise Agreement 2022. Otherwise this clause remains the same as clause 25 in the current agreement.

26. DOMESTIC/FAMILY VIOLENCE LEAVE

This clause is the same as clause 26 in the current agreement.

27. LONG SERVICE LEAVE

This clause is the same as clause 27 in the current Agreement.

28. LEAVE FOR MEMBERS OF THE AUSTRALIAN ARMED FORCES RESERVE

This clause remains unchanged from clause 28 in the current Agreement.

29. ABSENCE WITHOUT PAY

This clause is the same as clause 29 in the current Agreement.

30. PROFESSIONAL DEVELOPMENT

This clause remains unchanged from clause 30 in the current agreement.

31. WORK HEALTH AND SAFETY

This clause has been updated to include a statement that the parties acknowledge the importance of respectful behaviour and that disrespectful behaviour will not be tolerated. Employment policies and procedures will reflect this fact.

32. PROTECTIVE CLOTHING AND LAUNDRY

This clause remains unchanged from the current clause 32.

33. JOB PLANNING

This clause is the same as clause 33 in the current Agreement.

34. INDUSTRIAL DISPUTE RESOLUTION

This clause is the same as clause 34 in the current Agreement.

35. NO EXTRA CLAIMS

This clause is the same as clause 35 in the current Agreement.

36. VARIATION

This clause is the same as clause 36 in the current agreement.

37. NOT TO BE USED AS A PRECEDENT

This clause is the same as clause 37 in the current Agreement.

38. CAR PARKING

This clause provides for new arrangements for hospital car parking for visiting medical specialists and senior visiting medical specialists at South Australian metropolitan hospitals, consistent with arrangements in the *Nursing/Midwifery (South Australian public Sector) Enterprise Agreement 2022*. Effectively those employees who have a SA Health/LHN issued permit for on-site/designated hospital car parking, a maximum fortnightly charge of \$2.50 per day will apply. Those employees who cannot access such on site car parking, they will have access to free public transport upon presenting valid hospital identification.

39. SIGNATORIES

This clause is the same as the current clause 39, other than the declared employer is now, the Chief Executive, Attorney-General's Department.

SCHED. 1: SA HEALTH ONGOING IMPROVEMENTS

This clause is the same as Schedule 1 in the current agreement.

SCHED. 2: LETTERS

Schedule 2 contains *pro forma* letters (refer clause 7, Appointment and Re-appointment) pertaining to the expiry of terms of appointment of Employees. The Schedule is the same as Schedule 2 in the current agreement, other than references have been updated to state *SA Health Visiting Medical Specialists Enterprise Agreement 2023*.

SCHED. 3: HOURLY RATE

Schedule 3 sets out the increased "all-in" hourly rates of pay (refer clause 15, Remuneration), with operative dates from the first full pay period on or after 1 January 2022, 1 January 2023, 1 January 2024 and 1 January 2025.

SCHED. 4: MANAGERIAL ALLOWANCES

Schedule 4 contains the Managerial Allowances, which have been increased from the first full pay period (ffpp) on or after 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024.

SCHED. 5: ON CALL AND RECALL

This Schedule is to the same effect as the current Schedule 5, other than the rates have been increased for Standard On call and Immediate On Call from the ffpp on or after 1 January 2022, 1 January 2023, 1 January 2024 and 1 January 2025.

SCHED. 6: ACCESS TO CMBS RECALL

Schedule 6 is the same as in the current Agreement.

Intention to Apply for Approval – SAET

If the proposed SA Health Visiting Medical Specialists Enterprise Agreement 2023 is supported by a majority of employees who vote in the ballot, an application will be made to the SAET to have the new Enterprise Agreement approved pursuant to the *Fair Work Act 1994*.

Note: A reference in the Proposed Agreement to a payment to be made will be taken to mean the payment is to be effected within a reasonably practicable time after an agreement is approved or a payment is due. Implementation of a change in the sessional rate will generally have priority over giving effect to other payment/s. A reference to "ffpp" in relation to a date, means the first full pay period to commence on or after the date specified. Unless otherwise stated, the operative date of a clause will be on and from the date of approval by the SAET.

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