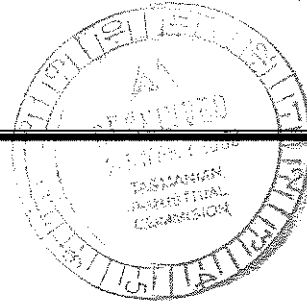


25 MAR 2009



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Rural Medical Practitioners (Public Sector) Agreement 2009



1. TITLE

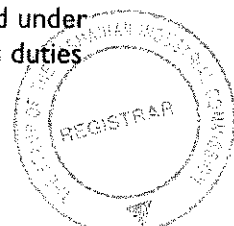
This agreement shall be known as the Rural Medical Practitioners (Public Sector) Agreement 2009.

2. ARRANGEMENT

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3. APPLICATION

This agreement shall apply to all Rural Medical Practitioners (RMP) employed under the provisions of this Agreement who are undertaking Medical Practitioner's duties in a health facility or community setting in a rural or non urban setting.



4. PARTIES BOUND

This agreement shall be binding upon:

- (a) The Minister administering the State Service Act 2000, hereinafter called the employer;
- (b) The Tasmanian Branch of the Australian Medical Association and;
- (c) All RMP's employed by the employer under the provisions of this Agreement whether they are members of a registered organisation or not.

5. DATE AND PERIOD OF OPERATION

This Agreement shall come into effect from the first full pay period on or after 31 March 2009 and remain in force for a period of three (3) years. It is agreed between the parties that the rates of pay specified in clause 9 (Remuneration) will take effect from the first full pay period on or after 1 September 2008.

6. RELATIONSHIP TO THE AWARD

Unless otherwise provided for in this Agreement, the RMP's subject to this Agreement are employed pursuant to the *Medical Practitioners (Public Sector) Award* and this Agreement. This Agreement shall prevail to the extent of any inconsistency.

7. DEFINITIONS

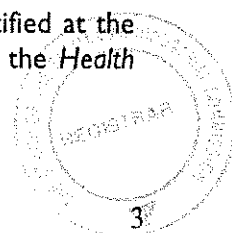
'Allocated Hours' means the number of hours the employer has allocated a RMP to provide medical services in a health facility or a community setting.

'Association' means the Tasmanian Branch of the Australian Medical Association.

'Clinical Privileges' means the permission granted to an RMP to provide medical and other patient care services within the RMP's qualifications and expertise. It defines the area of clinical responsibility that a RMP is permitted to exercise in a hospital or health facility.

'Employer' means the Minister Administering the *State Service Act 2000*.

'Hospital Patient' in relation to a Health Facility means an inpatient in respect of whom the employer provides comprehensive care including all necessary medical, nursing and diagnostic services by means of its own staff or by other agreed arrangements and includes an eligible person as defined under the provisions 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 is clearly and definitively so identified at the time the service is provided and is not an eligible person within the of the *Health Insurance Act 1973*.



'Medical Practitioner' means a person duly registered as such under the provisions of the *Medical Practitioners Registration Act 1996* and maintains such registration.

'Post Graduate Experience' means full time experience in the practice of medicine subsequent to the completion of studies and graduation from Faculty of Medicine.

'Review Committee' means a committee comprising of an Independent Chairperson acceptable to both the employer and the Tasmanian Branch of the Australian Medical Association, the Chief Medical Officer or his/her medically qualified nominee and a representative from the Tasmanian Branch of the Australian Medical Association.

'Rural Community' means a community as listed in Schedule I of this Agreement and as may be amended from time to time by mutual agreement.

'Rural Medical Practitioner' (RMP) means an employee who occupies a position covered by this Agreement and has the appropriate Medicare Number stipulated in the *Medicare Australia Act 1973*.

8. APPOINTMENT

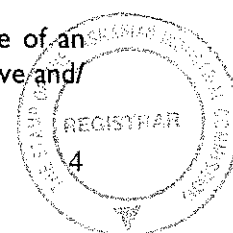
- (a) An RMP shall be appointed in accordance with the provisions of the *State Service Act 2000* and *State Service Regulations 2001*.
- (b) Where a Medical Practitioner is employed as a locum he/she shall be paid in accordance with this Agreement.

9. REMUNERATION

- (a) The hourly rates applicable to RMPs' are as follows.

	ffpp	ffpp	ffpp
	1/09/08	1/07/09	1/07/10
	\$	\$	\$
RMP	140.00	144.90	149.97

- (b) The hourly rates provided in subclause (a) of this clause are inclusive of an allowance payable for recreation leave, conference leave, sabbatical leave and/or sick leave.



10. HOURS OF EMPLOYMENT

- (a) The employer may allocate to an RMP up to a maximum of 18 hours per week to provide medical services.
- (b) The employer shall determine the hours allocated to an RMP in accordance with one or more of the following criteria:
 - (i) Availability (refer Schedule 2)
 - (ii) Facility (refer Schedule 3)
 - (iii) Community (refer Schedule 3)
- (c) The hours allocated to a RMP shall be worked by agreement between the employer and the RMP. Where no agreement can be reached, the allocated hours shall be worked at the direction of the employer.
- (d) The employer may on an annual basis, review the number of hours allocated to the RMP. Such review shall include direct discussions between the RMP and the employer and may lead to the number of hours being maintained, increased or decreased:

Provided that the employer retains the right to vary an RMP's allocated hours within the 12 month period, with one month's notice to the RMP.

11. DUTIES

- (a) An RMP shall render medical services within the range of his/her professional qualifications and clinical experience and provide other such duties (including participation in continuous quality improvement, clinical governance, teaching, research, public health, health promotion, medical support to the volunteer ambulance as well as undertake the role of coordinator) as may be specified in his/her Statement of Duties, contractual arrangements or instructions by the employer in accordance with his/her clinical judgement and normal standards of medical care:

Provided that during the allocated hours in a health facility, medical services shall only be rendered to hospital patients.

Provided further that where an RMP refuses to undertake an activity as provided in this subclause his/her clinical privileges may be withdrawn.

- (b) RMP's shall establish and foster positive working relationships with the health service team and medical colleagues.
- (c) RMP's shall practice according to contemporary best practice standards and policies as determined by the employer in consultation with the employees



and shall work as part of a health care team to provide the best quality of care possible demonstrated by:

- (i) Completion of patient records [admissions, care and discharge] including compliance with the National Inpatient Medication Chart,
 - (ii) Documented clinical assessment, diagnosis, care and discharge plan,
 - (iii) Clear prescription instructions for medication; and
 - (iv) Regular review of patient management including response to changes in patient status
- (d) RMP's shall participate in continuous quality improvement processes to enhance the quality and safety of health services.

To enable this participation to occur the Employer shall:

- (i) provide an orientation to services provided, policies and procedures including provision of a RMP orientation handbook (Primary Health),
 - (ii) convene local quality and safety committees as appropriate to involve all relevant clinicians including RMP's in review, development and evaluation of clinical performance of the health service,
 - (iii) establish a clinical governance framework which shall provide systems for clinical management, quality and safety service review, clinical incident reporting, serious incident review and health service improvement; and
 - (iv) provide a Senior Medical Advisor to oversee the service arrangements for, and the quality and safety of, general medical practice in Departmental facilities.
- (e) The employer undertakes not to interfere with the personal, professional and clinical relationships between an RMP and his/her patients.

Provided that where the employer is dissatisfied with an RMP's management of any public patient, the employer may seek a consultation with another medical practitioner as to the condition of the patient and may on the basis of that medical opinion determine an alternative patient management plan.

Provided that if the employer is dissatisfied with the management or treatment of any public patient after consulting with another medical practitioner, the Department may refer the matter to the Senior Medical Advisor Primary Health and/or initiate a review under the auspices of the Clinical Review Committee Primary Health.

Provided further that nothing in this clause shall limit the ability of an RMP to utilise the provisions of the Grievance and Dispute Settling Procedure clause of this Agreement.

12. EXTENDED SERVICE AVAILABILITY FEE

(a) Availability Fee

The employer may require an RMP to provide an extended service in those facilities listed in Schedule 2 of this Agreement.



Where the employer requires an RMP to be so rostered, he/she shall be paid an availability fee per annum in accordance with the Tier level determined for the particular location, divided by the number of RMP's participating in the extended service roster, for that location.

Provided that such a fee shall be paid in equal fortnightly payments and shall not be payable during any period of leave.

Provided further that where the employer recalls to duty an RMP who is on roster to provide an out of hours service, and the RMP fails to attend such recall, the RMP shall not be eligible for the fee prescribed in this clause.

(b) Call Back

(i) An RMP who at the request of the employer is called back to attend a hospital patient during non-rostered hours shall be remunerated at the appropriate hourly rate as follows.

(1) Normal Business Hours- During the hours between 0800-1800 Monday to Friday and 0900-1300 Saturday the hourly rate plus 20%.

(2) After hours During the hours 1800-2300 and 0700-0800 Monday to Friday, Saturday and Sunday 0800-0900 and 1300-1800 Saturday and 0800-1800 Sunday the hourly rate plus 50%.

(3) Unsociable hours 2300-0700 Monday-Sunday the hourly rate plus 100%.

(4) Unsociable hours 2300-0700 Monday-Sunday where the RMP deals with a medical matter which does not require him/her to attend a rural health facility he/she be paid \$50 per phone call.

(ii) An RMP may be called back by the employer to undertake admissions outside normal allocated hours as well as to provide emergency or obstetrics care.

(iii) The duration of the call back shall include actual travelling time to and from the health facility to a maximum of fifteen minutes each way, with payment calculated to the nearest quarter hour with a minimum payment of one hour.

(iv) Casualty and outpatient services are provided as an extension of the RMP's surgery practice, and are therefore part of the Commonwealth/Medicare payment system. Where a patient is seen in a casualty area of a health facility they shall be deemed a Medicare patient in all circumstances, except where a decision is made to admit the patient as a hospital patient, and the majority of the consultation occurs after such consultation.



- (v) Where the RMP is recalled within one hour of a previous call-back, the RMP shall not be entitled to any payment for the time worked, including travelling time within a period of one hour from the commencement of the previous recall.
- (vi) All payments under this clause shall require the approval of the employer.

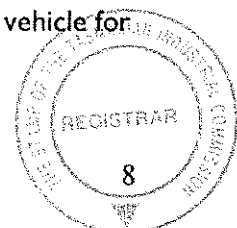
13. CONTINUOUS QUALITY IMPROVEMENT

An RMP will be paid at the rate of 1 hour per week at the hourly rate contained in Clause 9 Remuneration for participation in continuing quality improvement activities and related to quality and safety initiatives such as Doctors and Nurses Emergency Response System (DANGERS), implementation of morbidity and mortality reviews, assessment of near misses, assessment of information gathered through Electronic Incident Monitoring System and incident reporting and management system.

Provided that there is evidence of participation in Continuous Quality Improvement Initiatives for the payment to be authorised and maintained.

14. ALLOWANCES

- (a) **Obstetrics Allowance**
An RMP who is appropriately qualified and required by the employer to provide an obstetric service shall be paid an allowance of \$2000 per annum payable in arrears.
- (b) **Anaesthetic Allowance**
An RMP appropriately qualified and required by the employer to provide an anaesthetic service shall be paid an allowance of \$2000 per annum, payable in arrears.
- (c) **Surgical Allowance**
An RMP who is appropriately qualified and required by the employer to provide a surgical service shall be paid an allowance of \$2000 per annum payable in arrears.
- (d) **Pharmacy Allowance**
An RMP who is licensed and required by the employer to provide a medication dispensing service shall be paid an allowance of \$2000 per annum payable in arrears.
- (e) **Kilometrage Allowance**
 - (i) Where an RMP receives:
 - (I) approval from the employer to use a private motor vehicle for official purposes on an occasional basis; or



- (2) is required by the employer to provide medical services greater than 16 kilometres from his/her normal place of employment.

He/she shall be paid a kilometrage allowance in accordance with the following rates:

Annual kilometrage travelled on duty in a financial year	Cents per kilometre	
	2 litres and above	Less than 2 litres
First 10,000 kilometres	71.81 (100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (46%)

- (ii) The rates specified in this sub-clause may be varied from time to time in accordance with rates specified in the Health and Human Services (Tasmanian State Service) Award.

15. LEAVE

(a) Leave Without Pay

An RMP may take leave without pay at a time and for a period that is mutually convenient to both the employer and the RMP.

(b) Parental Leave

Shall be paid in accordance with Part IX Clause 2 of the Health and Human Services (Tasmanian State Service) Award.

16. INSTRUMENTS AND EQUIPMENT

The employer shall in consultation with the RMP concerned supply appropriate instruments equipment and materials necessary to undertake the duties expected of the RMP.

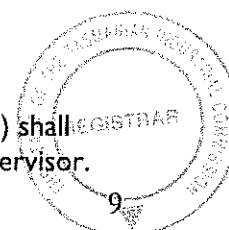
17. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

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 to the performance of work and the consequential loss of wages and service to the community.

Where an RMP believes he/she is aggrieved he/she may:

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

Rural Medical Practitioners (Public Sector Agreement) 2009



- (b) If the grievance or dispute remains unresolved, the matter shall be referred to senior management and the appropriate representative of the Association.
- (c) It is agreed that steps (a) and (b) shall where practicable take place within 7 days.
- (d) If the grievance remains unresolved, the matter may be referred to the Tasmanian Industrial Commission for hearing and determination in accordance with the provisions of Section 29 of the *Industrial Relations Act 1984*.

However, in the case of a grievance or dispute relating to a clinical or professional matter it shall be referred to the Review Committee for determination, whose decision for the purpose of this Agreement shall be final.

18. ABANDONMENT OF EMPLOYMENT

An RMP who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

19. 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 RMP for serious misconduct or serious neglect of duty, in which case salary shall be paid up to the time of dismissal only.

20. FACILITATIVE CLAUSE

The employer may direct an RMP to carry out such duties and use such equipment as are within the limits of his/her skill, competence and training.

Provided that such duties are consistent with safe clinical practices and the employer's responsibilities to provide a safe working environment.

21. SALARY SACRIFICE/SALARY PACKAGING

Subject to the terms and conditions specified in Schedule 3 of this Agreement, RMP's may be entitled to Salary Sacrifice or Salary Packaging as a proportion of their salary and/or allowances.



22. NO EXTRA CLAIMS

The parties undertake that during the life of this Agreement there shall be no further increases in wages and/or conditions sought or granted except as provided for under the terms of this Agreement.



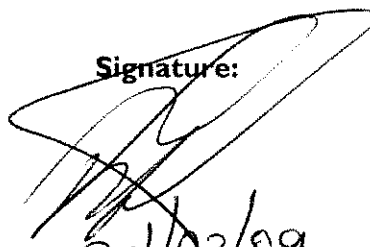
SIGNATORIES

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

Name: ~~Frank Ogle~~

Philip Baker

Signature:


24/03/09

Agent for and on behalf of the Australian Medical Association (Tasmanian Branch)

Name:

CHRISTOPHER MIDDLETEN

Signature:


19/3/09

a. Mahoney
REGISTRAR
2/4/2009

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

Schedule I

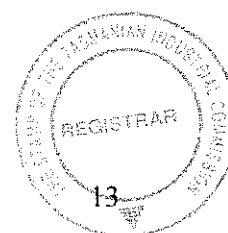
The following communities have been identified by the employer as rural communities for the purpose of the Agreement:

Beaconsfield
Bicheno
Bruny Island
Campbell Town
Cygnet
Deloraine/ Westbury
Dover
George Town
Huon/Franklin
Longford
New Norfolk
Nubeena
Oatlands
Ouse
Scottsdale
Smithton
Swansea
St Marys
Triabunna

Note:

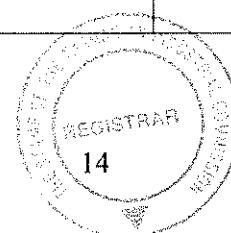
The following communities are identified as having different remuneration arrangements which are influenced by the intent of this agreement:

Flinders Island
King Island
Rosebery/Zeehan
St Helens
Queenstown/Strahan



Schedule 2 Rural Medical Practitioner Agreement Extended Service Availability Fee.

Tier	Availability Requirement	Criteria	Communities	Rate
Tier 1	Rostered GP: • who has clinical privileges appropriate to the role of the hospital, • and who is continuously contactable, and who is able to attend the hospital within 15 minutes of being contacted, • and who is familiar with the clinical management of any current obstetric and/or 'at risk' inpatient.	Sites with: a) sufficient numbers of appropriately credentialed GPs such that they are able to meet the availability requirements and b) with acute inpatient beds meeting the criteria of: • obstetric practice and/or • identified in the role delineation study as providing emergency stabilisation and GPs endorsed by the clinical privileges committee as having expertise in emergency management and/or • sites with a minimum of twenty acute inpatient beds that are staffed and equipped to provide management of unstable acute medical and or surgical conditions.	Oatlands Scottsdale Smithton Swansea	\$108,650
Tier 2	Rostered GP • who has clinical privileges appropriate to the role of the hospital, • and who is generally continuously contactable but may be uncontactable by prior arrangement with the hospital for an aggregate period not exceeding two hours in any twenty-four hour period, • and who is able to attend the hospital within 30 minutes of being contacted.	Sites with a) sufficient numbers of appropriately credentialed GPs such that they are able to meet the availability requirements and b) with not more than 20 inpatient beds that are staffed and equipped to provide management of acute and/or stable medical conditions.	Beaconsfield Campbell Town Deloraine/ Westbury Dover George Town Huon/Franklin Longford New Norfolk Nubeena St Marys	\$53,900
Tier 3	Rural community GP who agrees to • make arrangements with other appropriate service providers to provide continuously staffed telephone service when he/she is unavailable for any period exceeding two hours. This may include arrangements with other GPs in adjacent towns and/or statewide telephone triage services • and ensures that the alternative service arrangements, when in use, are made known to anyone contacting the surgery in person or by telephone.	Rural Communities, without overnight inpatient beds, in which there is historical and ongoing collaboration, generally within a collocated facility, between DHHS staff and local GP(s) in planning and coordinating the health care needs of the local community and/or individual clients.	Bicheno Bruny Island Cygnets Ouse Triabunna	\$36,500



Schedule 3

Formula to determine allocation of facility hours:

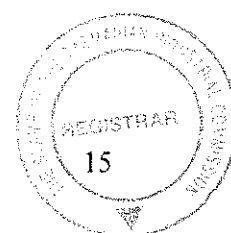
Facility Hours –

Will be determined for each rural health facility in accordance with the facility's activity as per the following formula:

Length of Stay	Time allocation	Total time provided per patient (minutes)
1 day	Admit 30m, review 1x15m, discharge 20m	65
2 day	Admit 30m, review 2x15m, discharge 20m	80
3 day	Admit 30m, review 3x15m, discharge 20m	95
4day	Admit 30m, review 4x15m, discharge 20m	110
5 day	Admit 30m, review 5x15m, discharge 20m	125
6 day	Admit 30m, review 6x15m, discharge 20m	140
7-10 days	Admit 30m, review 7x15m, discharge 20m	155
11-20 days	Admit 30m, review 8x15m, discharge 20m	170
21-35 days	Admit 30m, review 10x15m, discharge 20m	200
36+ days	Admit 30m, review 17x15m, discharge 20m	305

It is designed to reflect that workload is greater for short stay patients and most long stay patients are persons awaiting placement in a residential aged facility.

Facility hours will be adjusted annually in September on the activity formula applied to the activity occurring in the previous financial year and with all calculations made available on a transparent basis. When there is a wide variation between allocation and activity, changes (i.e. reductions) could be negotiated (e.g. applied gradually over 2 years).



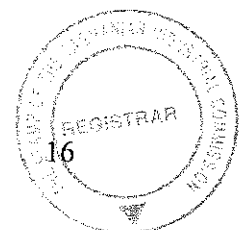
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Schedule 4

Community Hours

- **Community hours** will be allocated for each rural community identified in schedule 1. The quantum of hours will be based on the communities catchment population
 - < 5,000 2 hours per fortnight
 - >5,000 and <10,000 3 hours per fortnight
 - >10,000 4 hours per fortnightand the allocation of an additional 2 hours per fortnight for communities where doctors support a volunteer ambulance service.

Funds will be held by sites to be allocated to doctors (via negotiation with DON/site manager/ Primary Health Co-ordinator) based on participation in health promotion and chronic disease prevention activities (as envisaged through the Primary Health Services Plan).



Schedule 5

Salary Sacrifice and Salary Packaging

Salary Sacrifice

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.

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

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.

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.

Salary Packaging

An employee covered by this Agreement who is employed in a Public Benevolent Institution 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.

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.

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

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.

Where the employee ceases to be employed by the employer in a Public Benevolent Institution the salary packaging arrangement will cease to apply as at the date of cessation.

