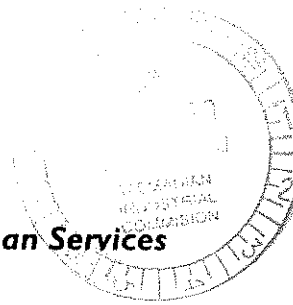


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Department of Health and Human Services

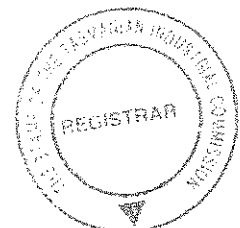
Tasmanian Visiting Medical Practitioners (Public Sector) Agreement 2009

Between the

Minister Administering the State Service Act 2000

And

Tasmanian Branch of the Australian Medical Association

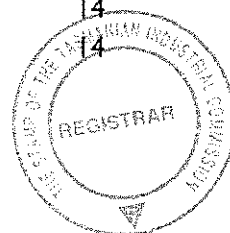


1. TITLE

The Agreement shall be referred to as the "Department of Health and Human Services Tasmanian Visiting Medical Practitioners Agreement 2009".

2. ARRANGEMENT

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3. PARTIES AND PERSONS BOUND

This Agreement shall apply to and be binding on:

- (a) the Tasmanian Branch of the Australian Medical Association 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 VMP's employed by the employer under the provisions of this Agreement irrespective of whether they are members of a registered organisation or not.

4. DATE AND PERIOD OF OPERATION

This agreement shall come into effect on first full pay period on or after 1 July 2008 and shall remain in force until 1 July 2011.



5. DEFINITIONS

“Agency” means the Department of Health and Human Services.

“Association” means the Tasmanian Branch of the Australian Medical Association.

“Clinical Privileges” means the permission granted to a Visiting Medical Officer(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.

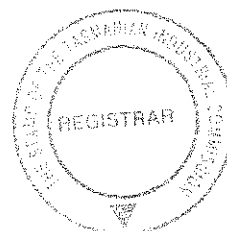
Visiting Medical Officer means a medical practitioner who is engaged in full-time or part-time private practice and in all but exceptional circumstances practices from professional rooms and has been employed by the employer to perform a specified service in that professional speciality.

“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 Qualification” means such qualification, application to the specialty concerned, obtained by a medical practitioner subsequent to graduation which is recognised under the provisions of the Commonwealth/State Agreement on mutual recognition.

“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 or 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 Medical Practitioners Registration Act 1996.

“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 is not a hospital patient.

“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 Tasmanian Branch of the Australian Medical Association, the Chief Medical Officer or his/her medically qualified nominee and a representative of the Tasmanian Branch of the Australian Medical 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.

“Senior Qualification” means a specialist medical qualification in accordance with the provisions of the Commonwealth/State Agreement on mutual recognition, which is relevant to his/her appointment.

“Specialist” means a medical practitioner appointed as such who holds a higher or senior qualification in the specialty concerns.



6. CLASSIFICATION CRITERIA

(a) 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:

Visiting Medical Practitioner

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

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

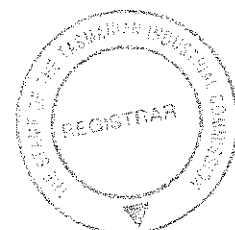
Visiting Medical Specialist

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.

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.

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.

Level IV is a medical practitioner who has at least fourteen years 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.



(b) **Re-Classification**

- (i) Where an employee 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 utilise the higher qualification.

- (ii) 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.

7. APPOINTMENT

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

8. REMUNERATION

- (a) VMP's who receive paid leave entitlements.

VMP's who elect to receive paid leave entitlements in accordance with Clause 18 – Leave, subclause (b) Recreation Leave, (c) Sick Leave, (d) Conference Leave and (e) Sabbatical Leave shall be paid an hourly rate in accordance with the following:

Visiting Medical Practitioner

	ffpp 01/07/08	ffpp 1/7/09	ffpp 1/7/10	ffpp 1/7/11
	\$	\$	\$	\$
Level I	92.12	95.34	98.68	102.13
Level II	103.52	107.15	110.90	114.78



Visiting Medical Specialist

	ffpp 01/07/08	ffpp 1/7/09	ffpp 1/7/10	ffpp 1/7/11
	\$	\$	\$	\$
Level I	115.78	119.83	124.03	128.37
Level II	126.34	130.76	135.34	140.07
Level III	131.50	136.11	140.87	145.80
Level IV	139.15	144.02	149.06	154.28

- (b) VMP's who receive unpaid leave entitlements.

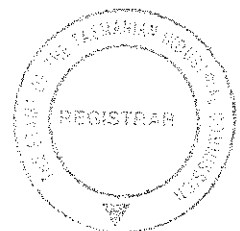
VMP's who elect to receive unpaid leave entitlements shall be paid an hourly rate in accordance with the following:

Visiting Medical Practitioner

	ffpp 01/07/08	ffpp 1/7/09	ffpp 1/7/10	ffpp 1/7/11
	\$	\$	\$	\$
Level I	106.86	110.60	114.47	118.48
Level II	120.65	124.87	129.24	133.76

Visiting Medical Specialist

	ffpp 01/07/08	ffpp 1/7/09	ffpp 1/7/10	ffpp 1/7/11
	\$	\$	\$	\$
Level I	134.29	138.99	143.85	148.88
Level II	146.67	151.80	157.12	162.62
Level III	153.07	158.42	163.97	169.71
Level IV	161.41	167.06	172.91	178.96



9. 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.

10. 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 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.

11. 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.

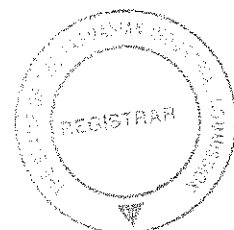
Provided that nothing in this clause shall limit the ability of a VMP to utilise the provisions of Clause 26 – Grievance and Dispute Settling Procedure.

12. 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 8.00 a.m. and 5.00 p.m. 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 8 – Remuneration.
- (c) The parties agree to discussions with the Chief Executive Officer and/or the Chief Medical Officer of the 3 main Regional Hospitals to develop hospital procedures in relation to the timing of ward rounds and their impact on Resident Medical Officers, within a period of three months of the registration of the Agreement.
- (d) 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.
- (e) 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.



- (f) In the event of a dispute arising between a VMP and the employer at the completion of an annual review, the matter shall be referred to the Review Committee whose decision on this issue will be final.

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.

13. TEMPORARY WITHDRAWAL OF SERVICES

- (a) The employer may in specific circumstances require a VMP to temporarily withdraw from providing his/her services where the employer considers it necessary in the interests of the Hospital to which the VMP is appointed.
- (b) Where the Secretary of the Agency on advice from the CEO of the Hospital decides that VMP shall not receive his/her normal salary during this temporary period of withdrawal of services the Secretary shall make application to the State Service Commissioner for this to occur under Section 43 of the State Service Act 2000.
- (c) The Secretary shall, prior to initiating action under this clause, inform the Association of the employer's decision to withdraw a VMP's services

14. 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 11, 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 15 – 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.

15. 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.

16. ON-CALL

- (a) A VMP who is rostered on-call to attend hospital patients shall be paid an on-call allowance of \$12.00 per hour for each hour so rostered. These rates shall apply from the first full pay period commencing on or after 1 July 2008.
- (b) 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 working on a “call-back.”
- (c) The on-call allowance shall not be payable during any periods of leave or other absence by a VMP.

17. CALL-BACK

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 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.

DEFINITION - (a) When the specialist 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.

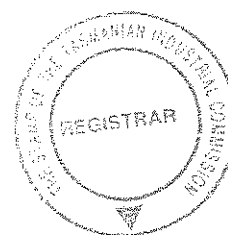
(b) When the employee is not on-call

- (i) A call-back applies when the employee 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.
- (ii) A call-back applies when the employee 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.

18. SUBMISSION OF ACCOUNTS AND PAYMENTS

- (a) An employee 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.
- (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, an employee may, at the discretion of the employer, forfeit his or her right to such claims.

19. LEAVE



(a) **Leave Without Pay**

An employee who receives unpaid leave entitlements in accordance with Clause 8 – Remuneration subclause (b) – Unpaid Leave Entitlements, shall take leave without pay up to the quantum available under subclause (b) of this clause, at a time that is mutually convenient to both the employer and the employee.

(b) **Recreation Leave**

(i) An employee who is entitled to paid recreation leave in accordance with Clause 8 – Remuneration subclause (a) – 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.

(ii) 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:

(1) 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

(2) 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.

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

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

(v) A VMP who is paid in accordance with Clause 8 – Remuneration subclause (a), 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 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.

(c) Parental Leave and Personal Leave

Shall be paid in accordance with Part IX Clauses 2 and 3 of the Health and Human Services (Tasmanian State Service) Award.

(d) Conference and Professional Development Leave

A VMP who is entitled to paid conference leave in accordance with Clause 8 – Remuneration subclause (a) – 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.

(e) Sabbatical Leave



- (i) For every five completed years of continuous service with the employer, a VMP who is entitled to paid sabbatical leave in accordance with Clause 8 – Remuneration subclause (a) – 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 12 –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.

- (ii) 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.

- (iii) 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.

- (iv) 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.

- (f) 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.

20. HOLIDAYS WITH PAY (PUBLIC HOLIDAYS)



- (a) A VMP shall be entitled to absent himself / 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 /she shall be remunerated at his /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;
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, 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.

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.

21. KILOMETRE ALLOWANCE

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

22. 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.

23. INSTRUMENTS AND EQUIPMENT



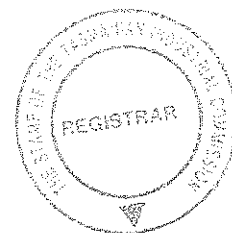
The employer shall in consultation with the VMP concerned, supply appropriate instruments, equipment and materials necessary to meet current acceptable clinical standards.

24. ADEQUATE FACILITIES

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

25. 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 the Medical Practitioners Registration Act renewed or has their registration or clinical privileges withdrawn.



26. GRIEVANCE AND DISPUTE SETTLING 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 of the performance of work and the consequential loss of wages and service to hospital patients.

Where a VMP believes he/she is aggrieved he/she may

- (a) In the first instance, the VMP(s) and or Association representative(s) shall attempt to resolve the grievance or dispute with the immediate supervisor.
- (b) 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 appropriate union (if applicable) 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 *Tasmanian 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 as defined in Clause 5 Definitions of this Agreement for determination, who decision for the purpose of this Agreement shall be final.
- (e) Whilst a dispute /grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (f) 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.

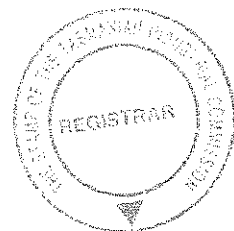


27. JOINT CONSULTATIVE COMMITTEE

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

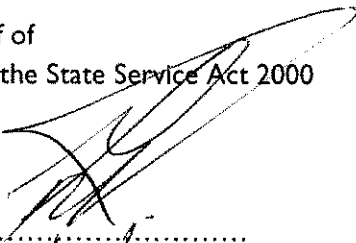
- (a) It is a provision of this Agreement that there are no further claims for improved salaries or conditions of employment are to be made by the parties to this Agreement until July 2011 and further, that no proceedings, claims or demands concerning salaries or conditions of employment in respect of 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 (a) is not intended to prevent the parties to this award from instigating proceedings before the Tasmanian Industrial Commission in respect of interpretation, application or breach of a particular clause or clauses, of this Agreement.



29. SIGNATORIES

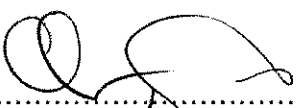
Agent for and on behalf of
Minister Administering the State Service Act 2000

Date:


.....
24/03/09
.....

Australian Medical Association (Tasmanian Branch)

Date:


.....
19/3/09.
.....

C. MITCHELL



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

SCHEDULE 1

Professional Review Panel Guidelines

1. Preamble

The Professional Review Panel 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

The Professional Review Panel shall consist of 3 medically qualified representatives of the Australian Medical Association (AMA) who are employees of the Agency and 3 medically qualified representatives of the Department of Health and Human Services.

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 2002, (the Agreement) and the professional and performance criteria as agreed between the AMA and the Department.

3.1 Definition

Clause 6 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.



3.2 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:

3.2.1 Audit

3.2.2 Continuing Medical Education (CME)

Involvement in Quality Assurance and Continuous Quality Improvement.

3.2.2(a) Experience within the public hospital system, including:

- involvement in meetings within the hospitals together with seminars, lectures and tutorials;
- involvement in morbidity and mortality meetings;
- 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.

3.2.2(b) Experience outside the public hospital system:

- involvement in private hospital meetings, seminars, lectures and tutorials, or other relevant sources.
- involvement in College or Society CME events at international, national or state level.

3.2.3 Teaching and/or Research

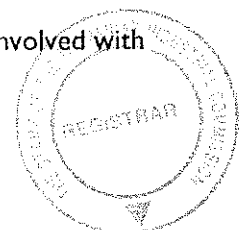
3.2.3(a) Applicants should provide details of research and/or teaching which may be relevant to a component of their duties as a Visiting Medical Specialist;

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

3.2.3(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.

3.2.4 Meetings

Applicant's should demonstrate that they have been actively involved with



relevant hospital, college and specialist society group activities as well as with peak professional groups, eg the AMA.

3.2.5 General

3.2.5(a) Applicants are encouraged to provide details of all relevant activities inside and outside the public hospital system. Details of their involvement in the life of the public hospital in which their services are contracted are particularly important.

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

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

4. Professional Review Panel Assessment Process

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.

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.

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

The PRP may, with the applicants written approval, clarify information contained in the application with the VMP's Medical Director.

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.

5. Right of Appeal

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.



The decision of the Review Committee shall be final.

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.



SCHEDULE 2

Salary Sacrifice, Salary Packaging and Salary Aggregation

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 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.

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 arrangement, 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 Hospital as defined by the Australian Taxation Office the salary packaging arrangement will cease to apply as at the date of cessation.

Salary Aggregation

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



SCHEDULE 3

Joint Consultative Committee.

PURPOSE

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

Operating Guidelines:

Issues discussed should be of concern to the 3 major hospitals in Tasmania (RHH, LGH, NWRH).

The meeting will provide a forum for the AMA to be advised of the current status of initiatives.

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

Meeting Frequency.

Quarterly or as and when required.

Membership

Medical management representative of the 3 major hospitals in Tasmania (RHH, LGH, NWRH).

AMA representative from each of the 3 major hospitals in Tasmania (RHH, LGH, NWRH).

A CEO or his/her representative.

Executive support (AMA CEO).

Representation may vary according to agenda items.

Chair



CEO or his/her Representative.

Agenda

Attendance (members present and apologies)

Acceptance of minutes of previous meeting.

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

Project report(s) and updates.

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

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

Next Meeting (date and time).

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

