

T14923 OF 2022



Industrial Relations Act 1984  
s 55 Industrial Agreement

# RURAL MEDICAL PRACTITIONERS (TASMANIAN STATE SERVICE) AGREEMENT 2021

Between the

Minister Administering the *State Service Act 2000*

and the

Tasmanian Salaried Medical Practitioners Society



## 1 TITLE

This Agreement shall be known as the Rural Medical Practitioners (Tasmanian State Service) Agreement 2021.

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### 3 APPLICATION

This Agreement is made in respect of employees covered by the Rural Medical Practitioners (Tasmanian State Service) Agreement 2019.

### 4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Rural Medical Practitioners (Tasmanian State Service) Agreement 2019.
- 4.2 This Agreement applies with effect from 1 July 2021 and will remain in force until 30 June 2022.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 2 May 2022.

### 5 PARTIES BOUND

This Agreement is between the Minister Administering the *State Service Act 2000* and the Tasmanian Salaried Medical Practitioners Society.

### 6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and any registered Agreement with the Minister Administering the *State Service Act 2000*.

### 7 DEFINITIONS

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

**'Association'** means The Australian Medical Association Tasmania Limited.

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

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

**'Hospital Patient'** 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 of Clause 7 of the *Health Insurance Act 1973* (Cth). It does not include a private patient, a compensable patient, a Department of Veteran's 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 meaning of the *Health Insurance Act 1973* (Cth).

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





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

**'Review Committee'** means a committee comprising of an Independent Chairperson acceptable to both the employer and the Australian Medical Association Tasmania Limited, the Chief Medical Officer or their medically qualified nominee and a representative from the Australian Medical Association Tasmania Limited.

**'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' and 'RMP'** means an employee who occupies a position covered by this Agreement and has the appropriate Medicare Number stipulated in the *Human Services (Medicare) Act 1973* (Cth).

## 8 REMUNERATION

8.1 The hourly rates applicable to RMPs will increase as follows:

- (i) 2.35% with effect from the first full pay period commencing on or after 1 April 2022.

8.2 The hourly rates of pay applicable to RMPs are as follows with effect from the first full pay period on or after the specified dates:

Current	ffppooa 1 April 2022
\$180.91	\$185.16

8.3 The hourly rates specified in sub-clause 8.2 are inclusive of an allowance payable in lieu of recreation leave, conference leave, sabbatical leave and/or personal leave.

## 9 HOURS OF EMPLOYMENT

9.1 The employer may allocate to an RMP a maximum of 18 hours per week to provide medical services.

9.2 The employer shall determine the hours allocated to an RMP in accordance with the following criteria:

- (i) Availability (refer Schedule 2),
- (ii) Community (refer Schedule 3), and
- (iii) Facility (refer to Schedule 4).





- 9.3 The hours allocated to an 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.
- 9.4 The employer may, on an annual basis, review the number of hours allocated to the RMP. Such reviews shall include direct discussions between the RMP and the employer and may lead to the number of hours allocated 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.

## 10 DUTIES

- 10.1 An RMP shall render medical services with the range of their professional qualifications and clinical experience and provide other such duties (including participation in continuing quality improvement, clinical governance, teaching, research, public health promotion, medical support to the volunteer ambulance as well as undertake the role of coordinator) as may be specified in their Statement of duties, contractual arrangements or instructions by the employer in accordance with their 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 their clinical privileges may be withdrawn.

- 10.2 RMP's shall establish and foster positive working relationships with the health service team and medical colleagues.
- 10.3 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.
- 10.4 RMPs 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 the provision of an RMP orientation handbook (Primary Health),
- (ii) Convene local quality and safety committees as appropriate to involve all relevant clinicians including RMPs 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.
- 10.5 The employer undertakes not to interfere with the personal, professional and clinical relationships between an RMP and their 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 of this Agreement.

## II EXTENDED SERVICE AVAILABILITY FEE

### II.1 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, they shall be paid an availability fee per annum in accordance with the Tier level determined for the particular location, divided by the number of RMPs 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 a recall, the RMP shall not be eligible for the fee prescribed in this clause.

### II.2 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:

#### Normal Business Hours

During the hours between 0800-1800 Monday to Friday and 0900-1300 Saturday the hourly rate plus 20%.

#### 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%.

Unsociable Hours

2300-0700 Monday-Sunday the hourly rate plus 100%.

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 they 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 two (2) hours.
- (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.

## 12 CONTINUOUS QUALITY IMPROVEMENT

An RMP will be paid at the rate of 1 hour per week at the hourly rate contained in Clause 8 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.

## 13 ALLOWANCES

### 13.1 Allowance Rates

The allowances at 13.2, 13.3, 13.4 and 13.5 are as follows:

Effective Date	1 April 2022
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Allowance Rate	\$2280
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#### 13.2 Obstetrics Allowance

An RMP who is appropriately qualified and required by the employer to provide an obstetric service shall be paid an allowance in arears in accordance with 13.1.

#### 13.3 Anaesthetic Allowance

An RMP who is appropriately qualified and required by the employer to provide an anaesthetic service shall be paid an allowance in arears in accordance with 13.1.

#### 13.4 Surgical Allowance

An RMP who is appropriately qualified and required by the employer to provide a surgical service shall be paid an allowance in arears in accordance with 13.1.

#### 13.5 Pharmacy Allowance

An RMP who is appropriately qualified and required by the employer to provide a medication dispensing service shall be paid an allowance in arears in accordance with 13.1.

#### 13.6 Advanced Life Support Level 2 Reimbursement and Associated Remuneration

Where required by the employer, reasonable costs associated with an RMP undertaking ALS2 will be reimbursed to the employee. In addition to the reimbursement for costs incurred, the RMP will be remunerated for the formal hours of the course at their hourly rate.

#### 13.7 Private Vehicle Use

Where an RMP receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis or is required by the employer to provide medical services greater than 16 kilometres from their normal place of employment, the employee shall be paid a kilometrage allowance in accordance with the following rates:

Annual Kilometres Travelled On Duty in a Financial Year	Cents per Kilometre	
	Rate 1 - 2 litres and above	Rate 2- Less than 2 litres
First 10,000 kilometres	80.24 (100%)	69.01 (86%)
Any additional kilometres	42.53 (53%)	36.91 (46%)

## 14 LEAVE

- 14.1 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.



14.2 Parental Leave is to be paid in accordance with Part IX, Clause 2 of the *Health and Human Services (Tasmanian State Service) Award*.

## 15 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 an RMP.

## 16 NOTICE PERIODS ON TERMINATION

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

16.2 This provision shall not affect the right of the employer to dismiss an RMP for serious misconduct or serious neglect of duty, in which case salary shall be paid up to the time of dismissal only.

## 17 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.

## 18 SALARY SACRIFICE

### 18.1 Superannuation

- (i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 2016* (Tas), subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- (iv) 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 agreement.

### 18.2 Other Benefits

- (i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.





- (iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

## 19 SALARY PACKAGING

- 19.1 An employee who is employed to work in a public hospital or public ambulance service, 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.
- 19.2 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.
- 19.3 Salary for all purposes, including superannuation, for employees entering into a salary packaging arrangement will be calculated as if the salary packaging arrangement did not exist.
- 19.4 Salary packaging arrangements will be annual and based on the Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw from a salary packaging arrangement at any time.
- 19.5 Where the an employee ceases to be employed in a public hospital or public ambulance service, as defined by the Australian Taxation Office, any salary packaging arrangements will cease to apply from the date of cessation of employment.

## 20 REVIEW OF SERVICE DELIVERY AND STAFFING/EMPLOYMENT MODELS IN REGIONAL FACILITIES

The employer has committed to a review of service delivery and associated staffing/employment models in district hospitals in the life of this Agreement.

## 21 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 21.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 21.2 If a grievance or dispute arise about the application of this Agreement:
  - (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
  - (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
  - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.
- 21.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.





- 21.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* (Tas) or the *Industrial Relations Act 1984* (Tas), or any other relevant legislation.

## 22 NO EXTRA CLAIMS

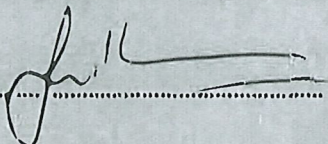
The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



## SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister Administering the *State Service Act 2000*

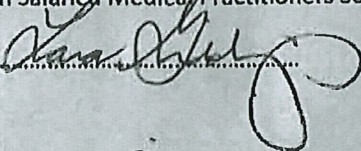
Signed: 

Name: Jane Hanna

Date: 14/04/2022

SIGNED FOR AND ON BEHALF OF

Tasmanian Salaries Medical Practitioners Society

Signed: 

Name: Lara Cuddings

Date: 14/4/2022





## SCHEDULE I – RURAL COMMUNITIES

The following communities have been identified by the employer as rural communities for the purposes of this Agreement.

Midlands Multipurpose Centre (Oatlands)  
May Shaw (Swansea)  
New Norfolk District Hospital  
Huon Regional Care (Franklin)  
Esperance Multi Purpose Centre (Dover)  
Tasman Multi Purpose Service (Nubeena)  
George Town  
Beaconsfield  
Deloraine  
Campbell Town  
St Marys

### Note:

The following communities have also been identified as rural communities but have different service provision arrangements and are not part of the Agreement.

Bruny Island Community Health Centre  
Central Highland Community Health Centre (Ouse)  
Spring Bay Community Health Centre (Triabunna)  
Bicheno  
Cygnet  
Scottsdale  
St Helens  
Flinders Island  
Longford





## SCHEDULE 2 AVAILABILITY FEE

### Rural Medical Practitioner Agreement Extended Service Availability Fee

Tier	Availability Requirement	Criteria	Communities	Rate
Tier 1	<p>Rostered GP:</p> <ul style="list-style-type: none"> <li>Who has clinical privileges appropriate to the role of the hospital, and</li> <li>Who is continuously contactable and able to attend the hospital within 15 minutes of being contacted, and</li> <li>Who is familiar with the clinical management of any current obstetric and/or "at risk" inpatient.</li> </ul>	<p>Sites with:</p> <p>(a) Sufficient numbers of appropriately credentialled GPs such that they are able to meet the availability requirements and</p> <p>(b) With acute inpatient beds meeting the criteria of:</p> <ul style="list-style-type: none"> <li>Obstetric practice and/o</li> <li>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</li> <li>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.</li> </ul>	<p>Midlands Multipurpose Centre (Oatlands)</p> <p>May Shaw (Swansea)</p>	<p>\$131,510 (WEF FFPPOOA 1 April 2022)</p>
Tier 2	<p>Rostered GP:</p> <ul style="list-style-type: none"> <li>Who has clinical privileges appropriate to the role of the hospital, and</li> <li>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</li> <li>Who is able to attend the hospital within 30 minutes of being contacted.</li> </ul>	<p>Sites with:</p> <p>(a) Sufficient numbers of appropriately credentialled GPs such that they are able to meet the availability requirements and</p> <p>(b) With not more than twenty inpatient beds that are staffed and equipped to provide management of acute medical and/or stable medical conditions.</p>	<p>New Norfolk District Hospital</p> <p>Huon Regional Care (Franklin)</p> <p>Esperance Multi Purpose Centre (Dover)</p> <p>Tasman Multi Purpose Service (Nubeena)</p> <p>George Town</p> <p>Beaconsfield</p> <p>Deloraine</p> <p>Campbell Town</p> <p>St Marys</p>	<p>\$65,240 (WEF FFPPOOA 1 April 2022)</p>



Tier 3	<p>Rural community GP who agrees to:</p> <ul style="list-style-type: none"> <li>• Make arrangements with other appropriate service providers to provide continuously staffed telephone service when he/she is unavailable for any period exceeding 2 hours. This may include arrangements with other GPs in adjacent towns and/or statewide telephone triage services, and</li> <li>• Ensures that the alternative service arrangements, when in use, are made known to anyone contacting the surgery in person or by telephone., and</li> <li>• 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.</li> </ul>	<p>Rural communities, without overnight inpatient beds, in which there is historical and ongoing collaboration, generally within a colocated facility, between Health staff and local GP(s) in planning and coordinating the health care needs of the local community and/or individual clients.</p>	Nil	<p>\$44,179 (WEF FFPPOOA 1 April 2022)</p>
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### SCHEDULE 3 COMMUNITY HOURS

**Community Hours** will be allocated for each rural community identified in Schedule 1. The quantum of hours will be based on the community's catchment population:

< 5,000	2 hours per fortnight
>5,000 and <10,000	3 hours per fortnight
>10,000	4 hours per fortnight

An additional 2 hours per fortnight will be allocated for communities where doctors support a volunteer ambulance service.

Funds will be held by sites to be allocated to doctors (via negotiation with the 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 4 FACILITY HOURS

### Formula to determine allocation of facility hours

From fppcooa 1 July 2019 until fppcooa 31 March 2020, 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 (in days)	Time Allocation			Total time provided per patient (minutes)
	Admit (in minutes)	Review (number of 15 minute reviews)	Discharge (in minutes)	
1	30	1	20	65
2	30	2	20	80
3	30	3	20	95
4	30	4	20	110
5	30	5	20	125
6	30	6	20	140
7-10	30	7	20	155
11-20	30	8	20	170
21-35	30	10	20	200
36+	30	17	20	305

From fppcooa 1 April 2020, 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 (in days)	Time Allocation			Total time provided per patient (minutes)
	Admit (in minutes)	Review (number of 15 minute reviews)	Discharge (in minutes)	
1	35	1	25	75
2	35	2	25	90
3	35	3	25	105
4	35	4	25	120
5	35	5	25	135
6	35	6	25	150
7-10	35	7	25	165
11-20	35	8	25	180
21-35	35	10	25	210
36+	35	17	25	315

The employer is to develop a RMP Facility Hours Policy that will provide the mechanism for future adjustments of facility hours.

