



TASMANIAN INDUSTRIAL COMMISSION

CITATION: Filing of the Medical Practitioners (Tasmanian State Service) Agreement 2022 [2023] TASICFB 3

PARTIES: Minister administering the State Service Act 2000

Tasmanian Salaried Medical Practitioners' Society

SUBJECT: *Industrial Relations Act* 1984 s 55(2) application for agreement

FILE NO: T15994 of 2023

HEARING DATE(S): 12 December 2023

HEARING LOCATION: Hobart

DATE REASONS ISSUED: 21 December 2023

MEMBERS: Barclay P, Ellis DP, Cirkovic C

CATCHWORDS: Industrial agreement – cancellation of 2019 Agreement – registration of 2022 Agreement – inclusion of new allowances – salary increases - application approved - effective from 1 August 2022 where not otherwise specified

REPRESENTATION:

Emily Reale, and Kiralee Gates with Dale Webster for Minister administering the *State Service Act 2000*

Lara Giddings and Michael Lumsden Steele for Tasmanian Salaried Medical Practitioners' Society

FILING OF THE MEDICAL PRACTITIONERS (TASMANIAN STATE SERVICE) AGREEMENT 2022

DECISION

HOBART, 12 DECEMBER 2023

[1] On 6 December 2023, Minister administering the *State Service Act 2000* lodged with the Registrar, pursuant to Section 55(2) of the *Industrial Relations Act 1984* (the Act), an application to file the Medical Practitioners (Tasmanian State Service) Agreement 2022. The parties also applied for the cancellation of the Salaried Medical Practitioners Agreement 2019 (the Previous Agreement)

[2] The Agreement has adopted some clauses of the Previous Agreement, has adopted but amended others and has included a number of new clauses.

[3] The following clauses were adopted without amendment:

- Clause 3 – Application
- Clause 5 – Parties Bound
- Clause 19 – Consultative Committee (renumbered from Clause 19)
- Clause 20 – Grievances and Dispute Settling Procedures (renumbered from Clause 20)
- Clause 21 – No Extra Claims (renumbered from Clause 21)

[4] The following clauses were adopted with amendment:

- Clause 1 – Title – Updated new title – Medical Practitioners (Tasmanian State Service) Agreement 2022
- Clause 2 – Index – Updated
- Clause 4 – Date and Period of Operation – 1 August 2022 to 1 August 2025 as per offer
- Clause 6 – Relationships to Awards and Agreements – Updated to name Medical Practitioners Award
- Clause 7 – Salary Increases – Updated
- Clause 8 - Leave Reserve Matters – Updated to reflect matters carried forward from previous Agreement and new leave reserve matters
- Clause 10 – North West Tasmania Recruitment and Retention Allowance Trial (renumbered from Clause 9) – reduction in amount of allowance from 25% to 20% as per offer
- Clause 11 – Market Allowance (renumbered from Clause 10) –provides a process for the rolling in of the market allowance to base salaries as per the offer
- Clause 12 – Allowance in Lieu of Participating in Private Practice Scheme for Certain Classes of Employees (renumbered from Clause 11) – title change
- Clause 13 – Management Allowance (renumbered from Clause 12) – Introduction of a Criteria

[5] The following clauses are new:

- Clause 14 – Disturbance Allowance When On Call
- Clause 15 – Out of Region Support Allowance
- Clause 16 – Training Time for Registrars and Senior Registrars
- Clause 17 – Relocation and Return Expenses for Registrars and Senior Registrars
- Clause 18 – Recreation Leave
- Schedule 1 – Salaries – Updated as per clause 7
- Schedule 2 – Updated as per removal of the Communications Allowance and reductions to the CPD Allowance (as per Clause 7.5)
- Schedule 3 – Recreation Leave

[6] Given the significant amendments and inclusions, it is convenient to include the Minister's submissions as an appendix to this decision in respect to the clauses. Those submissions are self-explanatory. All parties to the Agreement adopted the submissions of the Minister.

[7] Having regard to the submissions of the parties and the terms of the Agreement, we are satisfied that the Agreement is consistent with the public interest, and it does not disadvantage the employees concerned. We are satisfied that there is genuine consent to the Agreement by the parties and that the Agreement is not for a period of more than five years.

[8] In respect to the cancellation of the Previous Agreement, the Minister has submitted that no employees to whom that Agreement applies will be disadvantaged from its cancellation. In light of the terms of the Agreement we accept those submissions. Accordingly, the Previous Agreement is cancelled.

[9] Pursuant to Section 55(4) of the Act, the Agreement is approved, effective from 1 August 2022, and will remain in force until 1 August 2025. The file will now be referred to the Registrar for registration in accordance with Section 56 of the Act.



Appendix 1 – Outline of Submissions of the Minister Administering the *State Service Act 2000*

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Agreement Title

10. The parties have agreed to amend the title of the Agreement from 'Salaried Medical Practitioners Agreement' to 'Medical Practitioners Agreement' as an accurate reflection of the employees covered by the Agreement.

Clause 3 - Application

11. This Agreement applies to employees covered by the *Medical Practitioners (Tasmanian State Service) Award* (the Award).

Clause 4. – Date and Period of Operation

12. Clause 4.1 cancels and replaces the *Salaried Medical Practitioners (Tasmanian State Service) Agreement 2019*.
13. The Agreement applies for a period of three years with effect from 1 August 2022 and will remain in force until 1 August 2025.
14. The parties have agreed to commence negotiations for a new agreement on or before 1 February 2025.

Clause 7 - Salary Increases

15. Clause 7 of the Agreement sets out the salary increases for employees covered by this Agreement.
16. Clause 7.1 provides that salaries will increase as follows:
 - (i) 3.5% percent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 July 2023;
 - (ii) 3 percent per annum with effect from the ffppcooa 1 January 2025.
17. A flat rate \$1000 cost of living payment as an increase to base salaries with effect from ffppcooa 1 July 2023.
18. Schedule 1 of the Agreement sets out the annual rates of pay effective ffppcooa 1 July 2023 and ffppcooa 1 January 2025 and includes a salary adjustment amount which incorporates a number of allowances that have been reduced or cease to exist as a result of being rolled into base salary.
19. The following allowances have been removed or reduced:
 - Communications Allowance, Qualifications Allowance and Employment Renewal Payment (Registrars) have been removed from the Award; and
 - The North West Recruitment and Retention Allowance Trial and the Continuing Professional Development Allowances have been reduced; and
 - Market Allowances have been rolled in completely or in some circumstances significantly reduced, with this clause also amended to reflect a more limited application of Market Allowances into the future.

- A Psychiatrist Retention Allowance was created since the last Agreement and being paid to some employees as a specified market allowance. Prior to being able to register this allowance as a stand alone allowance, it was incorporated into the base salary increases as per clause 7, negating the need to include it in this Agreement.

Clause 8 – Leave Reserve Matters

20. Leave is reserved for several matters to be reviewed during the life of the Agreement.
21. Clause 8(i) provides that leave is reserved for the development of a salary aggregation model within Emergency Departments in the Department of Health within three months of the date of registration of this Agreement. Once this model is determined, it will be used as a model for other specialist cohorts, as provided at cl 8(ii).
22. Clause 8(iii) provides that the unpaid lunch break for Registrars will be reviewed for the purposes of considering a reduction.
23. Clause 8(vii) provides that guidance material relevant to the implementation of the Training Time for Registrars and Senior Registrars provision at cl 16 of the Agreement, including rostering arrangements associated with Training Time, will be developed within three months of registration of this Agreement.
24. Clause 8(viii) provides that, over the life of the Agreement, the parties will review the use and application of the Out of Region Support Allowance provided at cl 15, to determine whether it should also apply to Registrars.

Clause 9 – Classifications

25. A revised and simplified classification structure is now included at cl 9 of the Agreement.
26. The revised structure has removed some previous duplication of salaries between Registrar and Senior Resident levels and now includes a new Career Medical Officer Structure, including new Senior Career Medical Officer classifications which did not previously exist.
27. Furthermore, a new Registrar Level 6 has been introduced (at MP Level 10), which was previously a level classified at Senior Registrar. There is now only one Senior Registrar level (MP level 11).
28. The Senior Resident structure (Year 1-4) has been removed, the Resident structure (Year 1-3) remains.
29. Senior Registrar – dual fellowship Levels 11 to 13 have been removed from the structure.
30. A new Career Medical Officer structure has been introduced which includes a new 10 level structure with three additional levels at the bottom of the structure (CMO levels 1-3) and three additional levels at the top of the structure for Senior Career Medical Officers (SCMO levels 1-3).
31. The introduction of a new Career Medical Officer structure will allow Career Medical Officers to be employed with less experience and the additional senior levels will attract Career Medical Officers with greater experience. An employee may be appointed to a Senior Career Medical Officer classification upon satisfaction of the conditions specified for that classification.

32. A new definition of Specialist Medical Practitioner Levels 1-11 is included that reflects the required registration at that classification.
33. Clause 9.9 includes an explanation for the purposes of translating the previous classification structure to the new classification structure, noting that the previous classification structure and description is retained within the Award until such time as it is updated.

Clause 10 – North West Tasmania Recruitment and Retention Allowance Trial

34. Clause 10.2 has been varied to reduce the North West Tasmania Recruitment and Retention Allowance Trial from 25 to 20 percent as a result of certain allowances being reduced or removed to be rolled into the base salary provided by cl 7 of the Agreement.
35. This reduction will take effect from the ffppcooa 1 July 2023.

Clause 11 – Market Allowance

36. The Clause has been amended to provide for the rolling in of any market allowance into salary, or in some circumstances significantly reduced.
37. The Clause now provides that for Medical Practitioners who are in receipt of a Market Allowance as at the date of registration of the Agreement, they will no longer receive that Allowance if it is equal to or less than the salary adjustment agreed (salary adjustment amount as per the salary table). If the allowance is equal to or less than the salary adjustment, employees will receive one months' notice prior to it being removed.
38. The Clause provides further that any Medical Practitioners who are receiving a Market Allowance that is greater than the salary adjustment, that Allowance will be reduced by the flat rate amount of the salary adjustment. In these circumstances, employees will receive one month notice prior to the Allowance being reduced.
39. The Clause now provides that a Market Allowance will only be approved in exceptional circumstances where it can be demonstrated that the total salary package is not sufficient to attract and retain key medical practitioners.
40. The criteria provided at cl 11.1 remains unchanged and the clause has been amended to clarify, that also subject to 11.2, a Market Allowance can be paid to any employee covered by this Agreement, other than an Intern or Resident.

Clause 12 – Allowance in Lieu of Participating in Private Practice Scheme for Certain Classes of Employees

41. This Clause is carried over from the previous Agreement without change, other than to the title of the Allowance.
42. Under the previous Agreement the Allowance was titled 'Market Allowance for Certain Classes of Employees'
43. The Change to the title of the Allowance to 'Allowance in Lieu of Participating in Private Practice Scheme for Certain Classes of Employees' now more accurately reflects the intent and purpose of the Allowance.

Clause 13 – Management Allowance

- 44. The previous Agreement provided as a leave reserve matter that Managerial Allowance Criteria would be developed during the life of the Agreement.
- 45. Subclauses 13.4, 13.5 and 13.6 provide for a new criteria for Management Allowances Levels 1-3.
- 46. Clause 13.1 of the Agreement relating to the allowance rate remains unchanged from the previous Agreement.
- 47. This Clause has effect from the ffppcoa date of registration of the Agreement.

Clause 14 – Disturbance Allowance when on call

- 48. This is a new allowance to recognise duties undertaken by Medical Practitioners covered by the Agreement without returning to the workplace, for example the provision of advice over the phone when an employee is on call.
- 49. This Clause has effect from ffppcoa date of registration of the Agreement.
Clause 14 – Disturbance Allowance when on call
- 48. This is a new allowance to recognise duties undertaken by Medical Practitioners covered by the Agreement without returning to the workplace, for example the provision of advice over the phone when an employee is on call.
- 49. This Clause has effect from ffppcoa date of registration of the Agreement.

Clause 15 – Out of Region Support Allowance

- 50. A new Out of Region Support Allowance of \$877 per day, on top of the normal rate of pay (i.e. base salary and allowances) is paid to Specialist Medical Practitioners and Senior Specialist Medical Practitioners to provide support to services in another region, that is not the employee's home region, for short periods as provided in the Clause.
- 51. This Allowance is aimed at reducing the need to engage locums by using internal resources more flexibly. The Allowance is only available where the Specialist or Senior Specialist Medical Practitioner is taking up a shift which would otherwise be worked by a Locum.
- 52. The Allowance is payable where statewide activity is not part of ordinary duties and is not specified in the offer/contract of employment.
- 53. For the purposes of this Clause, 'home region' is considered the location of the employee's usual place of work relevant to a region either in the south, north or north-west of Tasmania.

Clause 16 – Training Time for Registrars and Senior Registrars

- 54. This is a new Clause that provides Registrars and Senior Registrars with protected Training Time of five hours per week or 10 per fortnight.
- 55. The Clause varies the ordinary hours of work, and as a result, the Award has also been updated to include the variation to ordinary hours of work for MP Level 5-11.
- 56. The parties have agreed that supporting guidance will be developed within three months from the date of registration of the Agreement to support the implementation of the new

entitlement. This work is included as a Leave Reserve matter provided by cl 8 of the Agreement.

Clause 17 – Relocation and Return Expenses for Registrars and Senior Registrars

- 57. A new Relocation and Return Expense entitlement for Registrars and Senior Registrars is provided to recognise the requirements of this cohort to move locations, often interstate, to meet professional training requirements.
- 58. The entitlement provides a capped relocation and return expense entitlement for these employees of up to \$25,000 where the employee is not provided accommodation.
- 59. The entitlement is to be used for relocation expenses into Tasmania and/or return to the employee's home jurisdiction and includes where an employee is required to rotate into Tasmania as part of their training.
- 60. The entitlement can only be provided in circumstances where the employee is employed by the State.

Schedule 1 – Salaries

- 61. Schedule 1 provides for salaries table as outlined under Clause 7 of the Agreement.

Schedule 2 – CPD Allowance Schedule

- 62. A new table has been inserted into Schedule 2 to provide for the rates of Continuing Professional Development (CPD) for different classifications of employees. Noting that Interns have been included in the table and have an entitlement to CPD.
- 63. Other than Interns, the rates of CPD have been reduced, with the reduction being rolled into base salaries, as indicated at subclause 7.5.

Schedule 3 – Recreation Leave

- 64. A new standard entitlement to Recreation Leave is included at Schedule 2 of the Agreement that provides flexibility for management to meet operation needs and the ability to direct employees to take leave after excessive accrual and where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, and also for the employee to give written notice to the Head of Agency directing that they will take one or more periods of recreation leave.
- 65. As part of the PSUWA negotiations and as part of each individual negotiations, it was agreed to provide for a standard recreation leave clause wherever possible across the TSS.
- 66. Schedule 3(a)(iii) provides that Recreation Leave accrues per fortnight at the rate of 5.85 hours (or 6.62 hours per fortnight for Registrars and Senior Registrars).
- 67. Schedule 3(d) relating to Management of Recreation Leave is a new clause inserted as part of the standard clause. It provides that the Head of Agency should make provision for each employee to take leave annually at a time or times mutually agreed between the employee and employer.
- 68. Schedule 3(e) relating to Excessive Accrual of Recreation Leave provides that an excessive leave accrual is defined as a full time employee who accrues more than eight weeks of recreation leave. And excessive accrual for an employee that participates in an after hours roster or who participates in an on call roster is 10 weeks.

69. Schedule 3(f) relating to Head of Agency Direction that Recreation Leave be taken provides that where an employee has excessive leave accrual and genuine agreement has not been reached to reduce that excessive leave accrual, the Head of Agency may give a written direction to the employee to take on or more periods of Recreation Leave.
70. Schedule 3(f)(iii) provides that if an employee is given a direction that requires them to take leave then they may request to take leave and any such request is not to be unreasonably refused.
71. Schedule 3(g) relating to an employee direction for Recreation Leave to be taken provides that the employee who has an excessive leave accrual, and where genuine agreement has not been reached, may give written notice to take one or more periods of leave where the excess accrual has existed for six months or more and the employer has not given a direction.
72. Ordinarily, such an entitlement is included and provided by the Award, however due to the *Salaried Medical Practitioners Agreement 2009* remaining in operation, it is necessary to include the entitlement in the Agreement to ensure the 2009 Agreement does not prevail to the extent of inconsistency with the Award.
73. While the 2009 Agreement remains in operation, it is intended that this Agreement now governs entitlement to Recreation Leave.

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