

T15094 of 2023



*Industrial Relations Act 1984*  
s 55 Industrial Agreement

# MEDICAL PRACTITIONERS AGREEMENT 2022

Between the

Minister administering the *State Service Act 2000*

and the

Tasmanian Salaried Medical Practitioners Society



## I TITLE

This Agreement shall be known as the *Medical Practitioners (Tasmanian State Service) Agreement 2022*.

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### 3 APPLICATION

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

### 4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Salaried Medical Practitioners (Tasmanian State Service) Agreement 2019 which was registered on 23 December 2020.
- 4.2 This Agreement applies with effect from 1 August 2022 and will remain in force until 1 August 2025.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 1 February 2025.

### 5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and 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 the Medical Practitioners Award or any registered Agreement with the Minister administering the *State Service Act 2000*.

### 7 SALARY AND ALLOWANCE INCREASES

- 7.1 Salaries will increase as follows
  - (i) 3.5 percent per annum with effect from the first full pay period commencing on or after (ffppcoa) 1 July 2023.
  - (ii) 3 percent per annum with effect from the ffppcoa 1 January 2025.
- 7.2 All employees covered by this Agreement are to receive a salary adjustment into base salary effective ffppcoa 1 July 2023 prior to the salary increase.
- 7.3 All employees covered by this Agreement receive a Cost of Living of \$1000 flat rate increase to their base salary with effect from ffppcoa 1 July 2023.
- 7.4 Schedule 1 of this Agreement sets out the annual rates of pay effective ffppcoa 1 July 2023 and ffppcoa 1 January 2025.





- 7.5 Schedule 2 of this Agreement sets out the Continuing Professional Development (CPD) Allowance to be paid fortnightly.
- 7.6 The following allowances have been reduced, or cease to exist, as a result of being incorporated into base salary under Schedule 1:
- (i) Communications Allowance
  - (ii) Qualifications Allowance
  - (iii) reduction in North West Recruitment and Retention Allowance Trial
  - (iv) reduction in the Continuing Professional Development Allowance
  - (v) Employment Renewal Payment (Registrars)
  - (vi) Market Allowance (including Psychiatrist Retention Allowance) – additional limitations of access to provision for Market Allowance

## 8 LEAVE RESERVE MATTERS

- 8.1 Leave is reserved for the following matters to be reviewed during the life of this Agreement:
- (i) A Salary Aggregation model to apply to Emergency Departments in the Department of Health is to be developed within three (3) months of registration of this Agreement.
  - (ii) The Salary Aggregation model developed for Emergency Departments is to be used as the basis for other specialist medical cohorts as appropriate;
  - (iii) A reduction in the unpaid lunch break for Registrars;
  - (iv) Removal expenses;
  - (v) Sabbatical Leave;
  - (vi) Discussion regarding a potential Medical Academic classification.
  - (vii) The development of guidance material regarding Training Time for Registrars and Senior Registrars including rostering of Training Time and implementation within three (3) months of date of registration of this Agreement.
  - (viii) Review the Out of Region Support Allowance over the life of the Agreement to consider whether the allowance should be extended to Registrars in any future Agreement.

## 9 CLASSIFICATIONS





- 9.1 The new classification structure provided by this Clause replaces the classification structure as set out in the Medical Practitioners Award.
- 9.2 'Medical Practitioner Level I (Intern)' is a medical practitioner who is undertaking intern training who has not yet met the requirements for general registration. Upon successful completion of Intern year, Medical Practitioners will progress to Resident levels.
- 9.2 'Medical Practitioner Levels 2-4 (Resident)' is a medical practitioner with four years or less experience, has general or provisional or limited medical registration, and who is not performing the duties of a Career Medical Officer or Registrar.
- 9.3 'Medical Practitioner Levels 5-10 (Registrar)' is a medical practitioner who has general or provisional or limited registration and is either a trainee of a specialist college or a position designated as a Registrar position (including those positions called 'Unaccredited Registrar').
- 9.4 'Medical Practitioner Level 11 (Senior Registrar)' is a medical practitioner who has general or provisional or limited medical registration and has been employed as a Registrar for a minimum of four years as a registrar and undertaking training or education in advanced skills or undertaking clinical duties or administrative responsibilities in addition to those usually expected of a Registrar undertaking training.
- 9.5 'Career Medical Officer Levels 1-7' means a medical practitioner who has completed four years or more experience, has general or provisional or limited registration and has been appointed to a position with a CMO classification.
- 9.6 'Senior Career Medical Officer Levels 1-3' means a medical practitioner who has:
- (i) Completed 11 or more years of experience as a medical practitioner, has general or provisional or limited medical registration and is undertaking clinical duties and/or administrative responsibilities expected of a Senior Registrar; or
  - (ii) Been appointed to Senior Career Medical Officer classification for recognition of relevant medical training, qualifications, or employment duties as determined; or
  - (iii) Is an Accredited Registrar transitioning to practice as a Specialist Medical Practitioner, will be appointed under Senior Career Medical Officer levels where the medical practitioners has:
    - (a) Completed, or will complete within three months of commencing employment, all relevant Medical College requirements to obtain specialist registration (i.e. are eligible to apply for specialist registration) but is not yet registered as a specialist.
    - (b) Who are employed in a 'Surgical Fellow' or equivalent role, and
  - (iv) Medical practitioners who hold specialist registration who are employed in an area not directly related to their speciality for the purpose of undergoing further medical specialist qualification training or for specific upskilling, will be appointed to Senior Career Medical Officer Levels 1-3 as recognition of specialist training and experience PROVIDED that they are not working in their capacity as a Specialist Medical Practitioner.



9.7 'Specialist Medical Practitioner Levels I-I I' is a medical practitioner who:

- (a) holds specialist registration; or
- (b) is a registered Medical Practitioner who is an International Medical Graduate (IMG) who is on the specialist pathway; or
- (c) is a registered Medical Practitioner who is an International Medical Graduate (IMG) who has a recognised overseas specialist qualification and is assessed as having sufficient experience in the speciality;

and has been appointed to a position with a Specialist Medical Practitioner classification.

9.8 'Senior Specialist Medical Practitioner Level I-3' is a registered medical practitioner who has:

- (i) worked as a Specialist Medical Practitioner level I I for a minimum of 4 years; and/or
- (ii) has the following years of experience:
  - (a) Senior Specialist Medical Practitioner Level 1: a Specialist Medical Practitioner who has completed a minimum of 14 years as a Specialist Medical Practitioner (that is, is in their 15th year as a Specialist);
  - (b) Senior Specialist Medical Practitioner Level 2: a Specialist Medical Practitioner who has completed a minimum of 19 years as a Specialist Medical Practitioner (that is, is in their 20th year as a Specialist);
  - (c) Senior Specialist Medical Practitioner Level 3: a Specialist Medical Practitioner who has completed a minimum of 24 years as a Specialist Medical Practitioner (that is, is in their 25th year as a Specialist); and
- (iii) leadership beyond clinical supervision and management responsibilities, including strategic responsibilities for service design and delivery, innovation, teaching and research. A Senior Specialist Medical Practitioner is expected to participate in various management activities including high level committees at a local, state-wide, national and international level, working parties and other forums. A Senior Specialist Medical Practitioner is expected to demonstrate exemplary professional behaviour.
- (iv) appointment to Senior Specialist Medical Practitioner Level will be by individual Specialist Medical Practitioner application made to the Employer and will be granted upon satisfaction of the above criteria including both leadership responsibilities and years of experience.

9.9 The salary table at Schedule I of this Agreement provides for the translation of the new classification against the previous classification levels which are currently retained in the Award until such time as the Award is updated to include the new classification structure. The salary table at Schedule I should be referred to where it is necessary to determine the application of an Award entitlement specific to a classification level.

## 10 NORTH WEST TASMANIA RECRUITMENT AND RETENTION ALLOWANCE TRIAL





- 10.1 The parties agree to extend the North West Tasmania Recruitment and Retention Allowance Trial period commencing from ffpccoaa the date of registration of this Agreement and continuing for the duration of this Agreement.
- 10.2 Under this clause, Specialist Medical Practitioners and Senior Specialist Medical Practitioners located in the North West of Tasmania are entitled to be paid an allowance amounting to 20 percent of their base salary.
- 10.3 The Allowance is in addition to any existing entitlements contained in this Agreement or the Award.
- 10.4 The trial allowance will conclude on the date of expiry of this Agreement at which time the parties will confer to determine the ongoing application and nature of the allowance or otherwise.
- 10.5 This Clause has effect from the ffpccoaa 1 July 2023.

## II MARKET ALLOWANCE

- 11.1 The Head of the State Service may determine under this clause to pay a Market Allowance to an employee, other than an Intern or Resident, covered by this Agreement, above the maximum salary of the classification and level where it can be demonstrated, to the satisfaction of the Head of the State Service, that the following applies to a specific group or role:
- (i) Scarcity of specialist skills; and
  - (ii) Labour supply issues; and
  - (iii) Demand for services.
- 11.2 Notwithstanding subclause 11.1, a Market Allowance will only be approved in exceptional circumstances where it can be clearly demonstrated that the total salary and conditions package associated with the classification for the specific duties are not sufficient to attract and retain key Medical Practitioners.
- 11.3 A Market Allowance may be approved by the Head of the State Service for a maximum duration of five years only. After this period, any Market Allowance being paid will lapse unless it is reapproved in accordance with the provisions of this clause.
- 11.4 Six months prior to the expiration of a Market Allowance, the Agency will write to the Head of the State Service notifying of the upcoming expiration and recommend that the Market Allowance is either continued, varied, or ceased as at the date of expiration. The Head of the State Service will review the prevailing conditions to determine whether the Market Allowance should continue to be paid, taking into consideration sub-clause 11.1 above.





- 11.5 **Provided that:** for Medical Practitioners who are in receipt of a Market Allowance as at the date of registration of this Agreement will no longer be entitled to receive that Market Allowance if, as a result of salary adjustments made as an outcome of this Agreement, the Market Allowance is equal to or less than the salary adjustment. If the Market Allowance is equal to or less than the salary adjustment, the Market Allowance will be removed giving one (1) month notice to the employee.
- 11.6 **Provided Further:** that as at the date of registration of this Agreement, Medical Practitioners who are in receipt of a Market Allowance as at the date of registration of this agreement that is greater than the salary adjustment made as an outcome of this Agreement, that Market Allowance will be reduced by the flat rate amount of the salary adjustment giving one (1) month notice to the employee.

## 12 ALLOWANCE IN LIEU OF PARTICIPATING IN PRIVATE PRACTICE SCHEME FOR CERTAIN CLASSES OF EMPLOYEES

- 12.1 Medical Officers in Addiction Medicine (only), Specialist Medical Practitioners or Senior Specialist Medical Practitioners, who:
- (i) are not engaged in a North West Tasmanian hospital or service; and
  - (ii) do not receive the "Allowance in Lieu of Participating in Private Practice Scheme-- North West Hospitals" referred to in the Award; and
  - (iii) are unable to participate in a Private Practice Scheme
- will receive an allowance of 35% of their base salary.
- 12.2 The 35% allowance is not available to an employee who fails or refuses to pay any private practice earnings to the Employer.

## 13 MANAGEMENT ALLOWANCE

- 13.1 A Management Allowance will be paid in accordance with the table below as determined by the Head of Agency.

Management Allowance Level	Allowance
Level 1	Minimum of 5% up to maximum of 7.5% of base salary
Level 2	Minimum of 7.5% up to maximum of 15% of base salary
Level 3	Minimum of 15% up to maximum of 30% of base salary



13.2 To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit department or service and involvement in a number of, but not necessarily all, of the following:

- (i) Participation in planning and policy development,
- (ii) responsibility for the co-ordination of research, training, or teaching programs,
- (iii) membership and participation in senior executive management teams.

13.3 Management Allowance Level 1

- (i) The Managerial Allowance at the Level 1 rate is payable to Specialist Medical Practitioners or Senior Specialist Medical Practitioners who satisfy the criteria set out in subclause 13.2 and who are specifically required by the Employer to undertake these additional managerial responsibilities.
- (ii) It is expected that a Specialist Medical Practitioner or Senior Specialist Medical Practitioner receiving a Level 1 allowance will, as a minimum, perform human resource management responsibilities which include the direct supervision of staff (including other Specialist or Senior Specialist Medical Practitioners, Career Medical Officers and Medical Practitioners where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions Performance Agreements in respect of other staff in the unit, service or department being managed, monitoring of hours worked and other performance management matters. It is also expected that an Specialist or Senior Specialist Medical Practitioner receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.

13.4 Management Allowance Level 2

The Managerial Allowance at the Level 2 rate is payable to a Specialist Medical Practitioner or Senior Specialist Medical Practitioner who satisfies the criteria set out in subclause 13.2 and 13.3 and who, in the assessment of the Employer, has significant additional managerial responsibilities involving multiple units, services or departments, e.g. Divisional responsibility.

13.5 Management Allowance Level 3

The Managerial Allowance at the Level 3 rate is payable to a Specialist Medical Practitioner or Senior Specialist Medical Practitioner who satisfies the criteria in subclause 13.4 and has a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, e.g. Area or state-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in subclause 13.3.

13.6 This Allowance is not payable for any periods of leave that are without pay.

13.7 This Allowance does not apply for the calculation of any other entitlements.

13.8 This Clause has effect from the date of registration of this Agreement.





## 14 DISTURBANCE ALLOWANCE WHEN ON CALL

- 14.1 Medical Practitioners covered by this agreement who are required, by telephone call or other electronic communications, to undertake duties without returning to the workplace will be entitled to payment at the base salary rate for a minimum period of one hour.
- 14.2 Any further requirement to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement in accordance with sub-cl 14.1 of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.
- 14.3 Provided that payment beyond the minimum period of one hour is to be calculated on the cumulative hours worked and be rounded up to the nearest half an hour.
- 14.4 Provided further that 'duties' under this Clause means that action must be taken by the Medical Practitioner such as providing advice.
- 14.5 This Clause has effect from the fppcoa date of registration of this Agreement.

## 15 OUT OF REGION SUPPORT ALLOWANCE

- 15.1 An Out of Region Support Allowance of \$877 per day will be paid to Specialist Medical Practitioners or Senior Specialist Medical Practitioners who, by agreement, provide support to services in another region, that is not the employee's home region, for continuous periods of up to four (4) weeks, or periodically of up to two (2) days a week for less than six (6) months.
- 15.2 An employee is eligible for this Allowance only in circumstances where:
  - (i) statewide activity is not part of the ordinary duties of the employee and is not specified in the offer/contract of employment; and
  - (ii) the duties to be performed by the employee would have otherwise been performed by engaging a locum; and
  - (iii) there is agreement between the employee, the home region manager and the out of region manager for the employee to be temporarily located.
- 15.3 Travel allowances will be paid in accordance with the relevant provisions contained in the Award.
- 15.4 This Clause has effect from the fppcoa 1 July 2023.

## 16 TRAINING TIME FOR REGISTRARS AND SENIOR REGISTRARS

- 16.1 For the purposes of this Clause, 'Training Time' means a rostered period of time available to Registrars and Senior Registrars for five hours per week, or 10 hours per fortnight, dedicated for training which is free from service obligations, with the exception of calls about unforeseeable emergencies or disaster situations.





- 16.2 Part-time employees will receive Training Time under this Clause on a pro-rata basis having regard to their part-time hours. For example: A part-time Registrar engaged 0.5 Full Time Equivalent will receive 2.5 hours Training Time per week.
- 16.3 Training Time is excluded for the purposes of calculating Excess Time in Part VI, cl 34 of the Award except as provided for in subclause 16.8. Any additional hours worked in excess of 76 hours per fortnight that is not Training Time, is to be paid as Excess Time.
- 16.4 The types of activities that are undertaken by Registrars and Senior Registrars in Training Time each week must be agreed between the Registrar and Senior Registrar and the Agency, with consideration given to the needs of each individual department the Registrar and Senior Registrar is working in, but may include:
- (i) Lectures, tutorials or other situation where formal teaching of the Hospital Registrar(s) occurs in a non-service situation; and
  - (ii) Clinical meetings organised by a Specialist or university staff equivalent for the purposes of training and education; and
  - (iii) Personal reading and/or study and/or research activities where an Agency or university staff Specialist is directly involved in supervision and the results of the research are intended for publication; and
  - (iv) Grand (teaching) ward rounds can be included if specifically designed for teaching purposes.
- 16.5 Training Time activities can be undertaken on or off site.
- 16.6 Unplanned or impromptu training opportunities may be considered to be part of the Registrar's Training Time.
- 16.7 In the instance where a Registrar cannot take Training Time when allocated, the Agency must reallocate any untaken Training Time no later than four (4) weeks from the date the Training Time was originally scheduled.
- 16.8 If at the end of the four (4) week period, Training Time has not been taken, the Agency must pay the Registrar:
- (i) At the applicable Excess Time rates for the times in the roster when work was performed in excess of 76 hours per fortnight; and
  - (ii) Any portion of Training Time not taken in the pay period at the ordinary rate of pay.
- 16.9 To allow for the necessary change in rosters this clause will have effect from fppcoa three (3) months from the date of registration of this Agreement for the purposes of clauses 16.7 and 16.8.

## 17 RELOCATION AND RETURN EXPENSES FOR REGISTRARS AND SENIOR REGISTRARS



- 17.1 A Registrar or Senior Registrar is entitled to relocation and return assistance of up to a maximum of \$25,000 for the duration of their training program leading to Fellowship at a college, in circumstances where:
- (i) the Registrar or Senior Registrar is required to relocate into Tasmania and/or return to the employee's home jurisdiction as part of their training program; and
  - (ii) the permanent or temporary relocation results in an additional cost to the Registrar for travel and/or other expenses relating to relocation and return; and
  - (iii) the Registrar has not received any other payment in respect of the relocation or return.
- 17.2 The relocation and return costs to be reimbursed are for
- (i) travel for the employee, their dependents and household pets; and/or
  - (ii) the removal of household furniture and effects (not including livestock); and/or
  - (iii) any insurance premiums in respect to cover loss or damage to household furniture and effects, during the relocation.
- 17.3 Application for expenses must be made to the Head of Agency with a written estimate from at least 2 carriers in respect of the relocation and or return costs prior to the relocation or return occurring and any expenses being approved.
- 17.4 The Head of Agency to whom estimates are submitted in accordance with subclause 17.3, may authorise the acceptance of the estimate which, in the opinion of the Head of Agency, is the most suitable.
- 17.5 A Registrar is to submit to the Head of Agency all documentation in respect of any amounts expended by that Registrar or person in respect of the costs specified in subclause 17.2, to enable the Head of Agency to approve the reimbursement.
- 17.6 A Registrar is to be reimbursed, by the Agency, any amounts, expended by the Registrar or person, that are approved under subclause 17.5.
- 17.7 The entitlement to expenses is to be used for relocation into Tasmania and/or return to the Registrar's home jurisdiction and includes where a Registrar is required to rotate into Tasmania as part of their training.
- 17.8 The Registrar must be a current employee of the Tasmanian State Service and employed within the scope of this Agreement in order to receive the entitlement under this Clause.
- 17.9 This Clause has effect from the ffpccoaa 1 July 2023.

## 18 RECREATION LEAVE

In accordance with Part VII, cl 44 of the Medical Practitioners Award, Schedule 3 provides updated Recreation Leave provision.





## 19 CONSULTATIVE COMMITTEE

The parties agree to establish a Consultative Committee to oversee the implementation of this Agreement, with particular regard to the review commitments and the trial of a North-West Tasmania Attraction and Retention Allowance.

## 20 GRIEVANCES AND DISPUTE SETTLING PROCEDURES

- 20.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 20.2 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.
- 20.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 20.4 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* or the *Industrial Relations Act 1984*, or any other relevant legislation.

## 21 NO EXTRA CLAIMS

Excluding matters for which specific leave has been reserved within this Agreement, the parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matters other than consistent with this Agreement.





## SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:



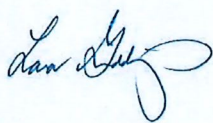
Name: Jane Fitton

Date: 5 December 2023

SIGNED FOR AND ON BEHALF OF

Tasmanian Salaried Medical Practitioners Society

Signed:



Name: Lara Giddings

Date: 5 December 2023



## Schedule I – Salaries

Current Classification	New Classification	Current effective ffppcooa 1 July 2022 Base Salary	Salary Adjustment effective ffppcooa 1 July 2023	Salary Adjustment into Base Salary effective ffppcooa 1 July 2023	Cost of Living Payment (\$1,000) into Base Salary + 3.5% effective ffppcooa 1 July 2023	3.0% effective ffppcooa 1 January 2025 Base Salary
MP1	MP Level 1 (Intern)	\$75,315	\$7,743	\$83,058	\$87,000	\$89,610
MP2-4	MP Level 2 (Resident yr1)	\$79,578	\$8,794	\$88,372	\$92,500	\$95,275
MP2-4	MP Level 3 (Resident yr2)	\$83,032	\$11,620	\$94,652	\$99,000	\$101,970
MP2-4	MP Level 4 (Resident yr3)	\$89,709	\$10,740	\$100,449	\$105,000	\$108,150
MP5-11	MP Level 5 (Registrar)	\$97,946	\$27,624	\$125,570	\$131,000	\$134,930
MP5-11	MP Level 6 (Registrar)	\$103,961	\$28,372	\$132,333	\$138,000	\$142,140
MP5-11	MP Level 7 (Registrar)	\$110,586	\$27,544	\$138,130	\$144,000	\$148,320
MP5-11	MP Level 8 (Registrar)	\$116,260	\$27,668	\$143,928	\$150,000	\$154,500
MP5-8	MP Level 5	Remove				
MP5-8	MP Level 6	Remove				
MP5-8	MP Level 7	Remove				
MP5-8	MP Level 8	Remove				
MP5-11	MP Level 9 (Registrar)	\$123,236	\$40,498	\$163,734	\$170,500	\$175,615
MP5-11	MP Lvl 10 (Registrar)	\$130,332	\$41,132	\$171,464	\$178,500	\$183,855
MP5-11	MP Lvl 11 (Senior Registrar)	\$138,593	\$37,702	\$176,295	\$183,500	\$189,005
MP10-13	CMO Lvl 1	New			\$125,000	\$128,750
MP10-13	CMO Lvl 2	New			\$132,000	\$135,960





Current Classification	New Classification	Current effective fppcooa 1 July 2022 Base Salary	Salary Adjustment effective fppcooa 1 July 2023	Salary Adjustment into Base Salary effective fppcooa 1 July 2023	Cost of Living Payment (\$1,000) into Base Salary + 3.5% effective fppcooa 1 July 2023	3.0% effective fppcooa 1 January 2025 Base Salary
MP10-13	CMO Lvl 3	New			\$138,000	\$142,140
MP10-13	CMO Lvl 4	\$130,332	\$11,663	\$141,995	\$148,000	\$152,440
MP10-13	CMO Lvl 5	\$138,593	\$13,064	\$151,657	\$158,000	\$162,740
MP10-13	CMO Lvl 6	\$149,426	\$11,893	\$161,319	\$168,000	\$173,040
MP10-13	CMO Lvl 7	\$160,257	\$10,724	\$170,981	\$178,000	\$183,340
MP10-13	SCMO 1	New			\$182,000	\$187,460
MP10-13	SCMO 2	New			\$191,000	\$196,730
MP10-13	SCMO 3	New			\$200,000	\$206,000
MPRST	MP Lvl 10	Remove				
MPRST	MP Lvl 11	Remove				
MPRC	MP Lvl 11	Remove				
MPRC	MP Lvl 11	Remove				
MPRC	MP Lvl 11	Remove				
MPRD	MP Lvl 11	Remove				
MPRD	MP Lvl 11	Remove				
MPRD	MP Lvl 11	Remove				
SMPI-11	Specialist Med Pract Lvl 1	\$163,005	\$38,894	\$201,899	\$210,000	\$216,300
SMPI-11	Specialist Med Pract Lvl 2	\$169,524	\$39,913	\$209,437	\$217,802	\$224,336





Current Classification	New Classification	Current effective fppcooa 1 July 2022 Base Salary	Salary Adjustment effective fppcooa 1 July 2023	Salary Adjustment into Base Salary effective fppcooa 1 July 2023	Cost of Living Payment (\$1,000) into Base Salary + 3.5% effective fppcooa 1 July 2023	3.0% effective fppcooa 1 January 2025 Base Salary
SMPI-11	Specialist Med Pract Lvl 3	\$176,044	\$40,931	\$216,975	\$225,604	\$232,372
SMPI-11	Specialist Med Pract Lvl 4	\$182,564	\$41,949	\$224,513	\$233,406	\$240,408
SMPI-11	Specialist Med Pract Lvl 5	\$189,087	\$42,964	\$232,051	\$241,208	\$248,444
SMPI-11	Specialist Med Pract Lvl 6	\$195,605	\$43,984	\$239,589	\$249,010	\$256,480
SMPI-11	Specialist Med Pract Lvl 7	\$202,126	\$45,002	\$247,128	\$256,812	\$264,516
SMPI-11	Specialist Med Pract Lvl 8	\$208,644	\$46,022	\$254,666	\$264,614	\$272,552
SMPI-11	Specialist Med Pract Lvl 9	\$215,165	\$47,039	\$262,204	\$272,416	\$280,588
SMPI-11	Specialist Med Pract Lvl 10	\$221,684	\$48,058	\$269,742	\$280,218	\$288,625
SMPI-11	Specialist Med Pract Lvl 11	\$228,206	\$49,055	\$277,261	\$288,000	\$296,640
SSMPI-3	Senior Specialist MP Level 1	\$234,726	\$45,889	\$280,615	\$291,472	\$300,216
SSMPI-3	Senior Specialist MP Level 2	\$241,246	\$44,140	\$285,386	\$296,410	\$305,302
SSMPI-3	Senior Specialist MP Level 3	\$247,768	\$42,390	\$290,158	\$301,349	\$310,389



## Schedule 2 – CPD Allowance Adjustments

### Continuing Professional Development (CPD)

The allowance is to be paid fortnightly on the following per annum pro rata equivalent basis

Classification	Current effective ffppcooa 1 July 2022	effective ffppcooa 1 July 2023	effective ffppcooa 1 July 2024	effective ffppcooa 1 July 2025
MP Level I (Interns)	-	\$1,000	\$1,030	\$1,061
MP Level 2-4 (Residents)	\$2,319	\$2,000	\$2,060	\$2,122
MP Level 5-10 (Registrars)	\$4,058	\$3,000	\$3,090	\$3,183
MP Level II (Senior Registrars)	\$5,217	\$4,000	\$4,120	\$4,244
CMO Level 1-7 Current employees at date of registration of this Agreement	\$15 073	\$10,000	\$10,300	\$10,609
CMO Level 1-7 Employees commenced after date of registration of this Agreement	-	\$5,000	\$5,150	\$5,305
Senior CMO Level 1-3 (new)	-	\$10,000	\$10,300	\$10,609
Specialist MP Level I-II and Senior Specialist MP Level I-3	\$24,927	\$16,000	\$16,480	\$16,974





### Schedule 3 – Recreation Leave

#### (a) Entitlement to Recreation Leave

- (i) A full-time employee (other than a casual as defined) whose ordinary hours of work are 38 hours per week accrues 152 hours of recreation leave each year, and in the case of employees working 43 hours per week accrues 172 hours of recreation leave each year.
- (ii) Employees who participate in an after hours roster or who participate in an on call roster are entitled to an additional 38 hours (or 43 hours as appropriate) leave per year to be taken in seven consecutive days including non-working days.
- (iii) Recreation Leave for full time employees accrues at the rate of 5.85 hours (or 6.62 hours as appropriate) for each fortnight worked.
- (iv) Recreation Leave for part-time employees accrues on a pro rata basis in proportion to the hours worked compared to full time employees rate of accrual as specified in (a)(i) and (ii).
- (v) Casual employees (as defined) are not entitled to recreation leave.
- (vi) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by the application of the Statutory Holidays Act 2000), such hours not being Holidays with Pay will be deducted from the employee's recreation leave accrual unless the employee is required to attend for duty.

#### (b) Payment for the Period of Recreation Leave

- (i) The rate of salary for an employee during a period of recreation leave is the normal salary rate and any applicable allowances the employee would have received for the ordinary hours of work during the relevant period.
- (ii) An employee before going on leave may elect to be paid in advance the normal salary rate, and any applicable allowances, that the employee would have received for the ordinary hours of work during the relevant period.

#### (c) Calculation of Continuous Service for the Accrual of Recreation Leave

For the purpose of recreation leave accrual:

- (i) Service is to be deemed continuous for absences from work on account of any paid leave.



- (ii) Any period of leave of absence without pay of more than 20 working days in aggregate in a personal leave year is not to be deemed continuous service unless specified elsewhere in this award.
- (d) Management of Recreation Leave
  - (i) The Head of Agency (or delegate) is to make such arrangements as are practicable to allow each employee to take recreation leave annually and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the employees in an Agency in respect of that year.
  - (ii) Notwithstanding subclause (d)(i) recreation leave is to be taken at a time or times mutually agreed between the employer and employee.
  - (iii) The arrangement agreed to between the employee and the employer for the taking of recreation leave is to be adhered to.
- (e) Excessive Accrual of Recreation Leave
  - (i) A full time employee has an excessive recreation leave accrual if the employee has accrued more than 8 weeks recreation leave; or
  - (ii) For an employee who participates in an after hours roster or who participates in an on call roster in accordance with subclause (a)(ii), that employee has an excessive recreation leave accrual if they have accrued more than 10 weeks recreation leave.
  - (iii) If an employee has an excessive leave accrual, the Head of Agency or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (f) The Head of Agency can Direct that Recreation Leave be Taken
  - (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.
  - (ii) However, a direction by the Head of Agency under subclause (i) must not:
    - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
    - (2) require the employee to take any period of recreation leave of less than 1 week;
    - (3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and





- (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
  - (iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
  - (iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks entitlement, the direction will cease to have effect.
  - (v) An employee must take paid recreation leave in accordance with a direction complying with this clause.
- (g) The Employee can Direct that Recreation Leave be Taken
- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give a written notice to the employer to take one of more periods of recreation leave.
  - (ii) The employee may only give notice under (g)(i) where:
    - (1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and
    - (2) The employee has not been given a direction under clause (f)(i).
  - (iii) A notice given by an employee under clause (g)(i) must not:
    - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
    - (2) provide for the employee to take any period of recreation leave of less than 1 week;
    - (3) provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given; and
    - (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
  - (iv) The Head of Agency must grant paid recreation leave requested by a notice complying with this clause.
- (h) Personal Leave Requirements during Recreation Leave
- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written



application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.

- (ii) Where, in accordance with subclause (h)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under subclause (h)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(i) Payment of Accrued Recreation Leave on Termination

An employee whose employment is terminated will be paid the normal rate of salary and any applicable allowances, the employee would have received for the ordinary hours of work at the time of termination, for any accrued recreation leave.

(j) Recreation Leave in Advance of Accrual

- (i) An employee should only take the recreation leave they have accrued, unless otherwise provided in this clause.
- (ii) The Head of Agency may grant an employee a period of recreation leave before the employee has accrued an entitlement to that leave.
- (iii) Where recreation leave has been granted in advance under (j)(ii) and the employee's employment is terminated before the period of leave taken in advance has been restored by the time worked, the Head of Agency is entitled to deduct the amount of recreation leave yet to accrue from any remuneration payable to the employee upon termination of employment.

(k) Recreation Leave in One or More Periods

Recreation leave may be granted and taken in a number of separate periods including the granting and taking of a single day's leave.

(l) Cashing out of Recreation Leave

- (i) An employee and the Head of Agency may agree in writing to the employee cashing out a particular amount of their accrued recreation leave.
- (ii) Each agreement between the employee and the Head of Agency to cash out a particular amount of accrued recreation leave must be by a separate written agreement.
- (iii) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than 4 weeks or 5 weeks for an employee





who receives an extra week of leave in accordance with (a)(ii), and the employee and employer are to agree on an amount of recreation leave that will be taken by the employee within the next 12 months.

- (iv) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave at the time that it is cashed out.
- (m) Cancellation of Approved Recreation Leave by the Employer
  - (i) Where the Head of Agency cancels a period of approved recreation leave prior to the period of the leave commencing an employee is entitled to be reimbursed for any financial loss sustained including fares and accommodation.
  - (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
  - (iii) Any claim made by an employee is to exclude amounts recoverable by way of insurance reimbursements.
- (n) Re-call to Work during a Period of Approved Recreation Leave
  - (i) Where an employee on approved recreation leave accepts a Head of Agency request to return to work during that period of approved recreation leave, the Head of Agency is to pay all reasonable costs associated with the return to work other than normal fares incurred travelling to and from work.
  - (ii) Any claim made by an employee is to be supported by receipts and other appropriate documentation.
  - (iii) Where an employee resumes recreation leave the Head of Agency is to meet all costs associated with returning the employee to the place they were located on recreation leave prior to the recall to work.
  - (iv) An employee returning to work is to have their recreation leave balance credited by the hours foregone.
  - (v) An employee may choose to either take the re-credited recreation leave at the conclusion of the current period of leave or alternatively take the leave at another time.

