

T14573 of 2017

Tasmanian Industrial Commission



Industrial Relations Act 1984

Section 55

**Salaried Medical Practitioners (Tasmanian State Service)
Agreement 2017**

Between

Minister administering the *State Service Act 2000*

And

Tasmanian Salaried Medical Practitioners Society

NOTE:

This Agreement includes an amendment to clause 6(a) as per decision T14573 of 2017 of Deputy President Ellis dated 22 December 2017 as follows:

Clause 6(a) reads as amended:

6. Relationship to Awards and Agreements

- (a) Where any inconsistency occurs between this Agreement and the Medical Practitioners (Tasmanian State Service) Award (the Award), and the Salaried Medical Practitioners (AMA Tasmania/DHHS) Agreement 2009, this Agreement is to prevail to the extent of any inconsistency.



1. Title

- a. This Agreement shall be referred to as the Salaried Medical Practitioners (Tasmanian State Service) Agreement 2017.

2. Arrangement

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3. Parties Bound

- a. This Agreement is binding on:
 - i. The Minister administering the *State Service Act 2000*; and
 - ii. The Tasmanian Salaried Medical Practitioners Society.

4. Application

- a. This Agreement is made in respect of Salaried Medical Practitioners covered by the Medical Practitioners (Tasmanian State Service) Award and employed by the Minister administering the *State Service Act 2000*.

5. Period of Operation

- a. Other than with regard to the application of the salary increases in clause 10 and the allowance increases in Schedule 2, this Agreement shall take effect from the beginning of the first full pay period on or after the date of registration and will expire 31 July 2019.
- b. The salary increases (clause 10(a)) shall take effect from the dates as listed in the provision.
- c. The allowance increases in Schedule 2 shall take effect from the dates listed in the provision.

6. Relationship to Awards and Agreements

- a. Where any inconsistency occurs between this Agreement and the Medical Practitioners (Tasmanian State Service) Award (the Award), this Agreement is to prevail to the extent of any inconsistency.

7. Leave Reserve Matters

- a. Leave is reserved for the following matters to be reviewed during the life of this Agreement:
 - i. Salary Aggregation,
 - ii. Removal expenses,
 - iii. Sabbatical leave Continuing Professional Development Leave,
 - iv. Discussion regarding a potential Medical Academic classification, and
 - v. Managerial Allowance criteria.

8. Preservation and Savings

- a. Employees who, prior to the first full pay period on or after the date of registration of this Agreement, are in receipt of salary or wage rate in excess of those herein prescribed shall not have their salary or wage reduced as a result of the making of this Agreement.



9. No Extra Claims

- a. 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.

10. Salary and Allowance Increases

- a. Salary
 - i. The annual salary rates over the life of this Agreement for Salaried Medical Practitioners subject to this Agreement are included at Schedule 1.
 - ii. The following salary increases will apply:
 - 1. From the first full pay period on or after 1 July 2016, salaries will increase by 2%, and
 - 2. From the first full pay period on or after 1 July 2017, salaries will increase by 2%, and
 - 3. From the first full pay period on or after 1 July 2018, salaries will increase by 2%, and
 - 4. From the first full pay period on or after 1 July 2019, salaries will increase by 2%.
- b. Allowances
 - i. Work related allowance rates are contained in Schedule 2.

11. North West Tasmania Recruitment and Retention Allowance Trial

- a. The parties agree to institute a two (2) year trial of a North West Tasmania Recruitment and Retention Allowance amounting to 25% of base salary for Specialist Medical Practitioners and Senior Specialist Medical Practitioners located in North West Tasmania.
- b. The allowance would be paid in addition to any existing entitlements contained in this Agreement, or the Award.
- c. The trial allowance takes effect from the first full pay period on or after the registration of this Agreement and concludes two (2) years thereafter.
- d. Specialist Medical Practitioners and Senior Specialist Medical Practitioners employed during the two year trial period may be offered the allowance for a period not exceeding three years from their date of appointment.
- e. The parties will establish a steering committee to oversee the trial allowance. The steering committee will:
 - i. Establish terms of reference within two (2) months of the registration of this Agreement,
 - ii. Provide interim reports to the Secretary of the Department of Health and Human Services and Chief Executive Officer of the Tasmanian Health Service on request, and



- iii. Provide a final report to the Secretary of the Department of Health and Human Services and Chief Executive Officer of the Tasmanian Health Service at the conclusion of the two (2) year trial period.
- f. The parties will confer at the conclusion of the trial period to determine the ongoing application and nature of the allowance or otherwise.

12. Market Allowance

- a. General Provisions
 - i. The Employer may determine to pay a Market Allowance to Specialist Medical Practitioners, Senior Specialist Medical Practitioners, or Medical Officers as specified in these provisions.
 - ii. Taking into account the following considerations, where the Employer is satisfied that conditions warrant the payment of a Market Allowance for an employee or cohort of employees, the Employer may establish the Allowance:
 - 1. Scarcity of specialist skills, and
 - 2. Labour supply issues, and
 - 3. Demand for services.
 - iii. A Market Allowance may be approved by the Employer for a maximum duration of five (5) years. Six (6) months prior to the expiration of a Market Allowance, the Employer will review the prevailing conditions to determine the continued appropriateness and adequacy of the Market Allowance. The Employer will consult with the effected employee or employees prior to finally determining a Market Allowance. The Employer must provide a minimum of three (3) months' notice of a decision to vary a Market Allowance to any effected employee.
 - iv. Where the parties are in dispute concerning any aspect of the Market Allowance provisions, the Grievance and Dispute Settling Procedures may be invoked.

PROVIDED that where a Market Allowance arising from the operation of this Agreement and considering the same issues as an existing allowance (howsoever named) in an Instrument of Appointment, the Agreement provision shall prevail to the extent of any inconsistency.

- b. The following specific provisions will apply in addition to the general provisions above:
 - i. Specialist Medical Practitioners, Senior Specialist Medical Practitioners, and Medical Officers in Addiction Medicine (only), who are not engaged in a North West Tasmanian hospital or service and consequently do not receive the "Allowance in Lieu of Participating in Private Practice Scheme – North West Hospitals" in the Award, and are unable to participate in a Private Practice Scheme, will receive a Market Allowance of 35% of their base salary on the condition they provide any private practice earnings to the Employer.



13. Management Allowance

- 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 7.5% of base salary
Level 2	Minimum of 7.5% and up to maximum 15% of base salary
Level 3	Minimum of 15% and up to maximum 30% of base salary

- b. Given the titles of roles differ across different areas and the responsibilities differ, the appropriate Level and amount of Management Allowance during the Agreement will be as determined by the Head of Agency.
- c. The parties agree during this Agreement to further develop the criteria for the Management Allowance levels 1 - 3.
- d. This allowance is not payable for any periods of leave that are without pay.
- e. This allowance does not apply for the calculation of any other entitlements.

14. Career Medical Officer Classification Structure Review

- a. The parties agree to review the career and classification structure for Career Medical Officers over the life of this Agreement. The results of the review may inform the negotiations for any successor Agreement.

15. Statewide Services Review

- a. The parties agree to commence a review of data associated with the delivery of statewide services within the first six (6) months of this Agreement. The review will seek to determine any requirement for a Statewide Services Allowance, and if warranted, the quantum of any such allowance. The results of the review may inform the negotiations for any successor Agreement.

16. Consultative Committee

- a. 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.



17. Dispute Settling Procedure

- a. When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.
- b. The employee(s) may choose to be represented or assisted with the issue(s) by an employee organisation representative or by another person.
- c. Should discussions fail to resolve the grievance/dispute, the issue(s) may be referred to the appropriate employee organisation (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. The decision of the Tasmanian Industrial Commission will be accepted by all parties as settlement of the dispute or grievance.
- e. Until the grievance/dispute is resolved through any or all of the steps (a) to (d) specified in this clause, work shall continue normally in accordance with custom and practice existing before the grievance or dispute arose, except that the Employer may require that the employee undertake alternative professional duties for which the employee is appropriately trained to perform without loss of salary where the grievance/dispute relates to professional misconduct or the provision of patient care. No party shall be prejudiced as to the final settlement of a grievance or dispute by the continuation of work as above.
- 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 an employee's safety is at risk.
- g. Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.



18. Signatories

This Agreement is made in Hobart on this 18th day of December 2017.

 Frank Ogle.
The Minister administering the State Service Act 2000 DSSMO

 ANTONY JOHN STEVEN

The Tasmanian Salaried Medical Practitioners Society



Schedule 1 – Salaries Tables

Base Salary - Annual Rates - FFPPOOA					
Classification	23-Jan-16	01-Jul-16	01-Jul-17	01-Jul-18	01-Jul-19
Medical Practitioner Level 1 (Intern)	\$64,960	\$66,259	\$67,584	\$68,936	\$70,315
Medical Practitioner Level 2 (Resident year 1)	\$68,636	\$70,009	\$71,409	\$72,837	\$74,294
Medical Practitioner Level 3 (Resident year 2)	\$71,616	\$73,048	\$74,509	\$75,999	\$77,519
Medical Practitioner Level 4 (Resident year 3)	\$77,374	\$78,921	\$80,500	\$82,110	\$83,752
Medical Practitioner Level 5 (Senior Resident year 1)	\$84,478	\$86,168	\$87,891	\$89,649	\$91,442
Medical Practitioner Level 6 (Senior Resident year 2)	\$89,667	\$91,460	\$93,290	\$95,155	\$97,058
Medical Practitioner Level 7 (Senior Resident year 3)	\$95,381	\$97,289	\$99,234	\$101,219	\$103,243
Medical Practitioner Level 8 (Senior Resident year 4)	\$100,275	\$102,281	\$104,326	\$106,413	\$108,541
Medical Practitioner Level 5 (Registrar year 1)	\$84,478	\$86,168	\$87,891	\$89,649	\$91,442
Medical Practitioner Level 6 (Registrar year 2)	\$89,667	\$91,460	\$93,290	\$95,155	\$97,058
Medical Practitioner Level 7 (Registrar year 3)	\$95,381	\$97,289	\$99,234	\$101,219	\$103,243
Medical Practitioner Level 8 (Registrar year 4)	\$100,275	\$102,281	\$104,326	\$106,413	\$108,541
Medical Practitioner Level 9 (Registrar year 5)	\$106,291	\$108,417	\$110,585	\$112,797	\$115,053
Medical Practitioner Level 10 (Senior Registrar)	\$112,412	\$114,660	\$116,953	\$119,293	\$121,678
Medical Practitioner Level 11 (Senior Registrar)	\$119,537	\$121,928	\$124,366	\$126,854	\$129,391
Medical Practitioner Level 11 (Senior Registrar – dual fellowship)	\$119,537	\$121,928	\$124,366	\$126,854	\$129,391
Medical Practitioner Level 12 (Senior Registrar – dual fellowship)	\$128,880	\$131,458	\$134,087	\$136,768	\$139,504
Medical Practitioner Level 13 (Senior Registrar – dual fellowship)	\$138,222	\$140,986	\$143,806	\$146,682	\$149,616
Medical Practitioner Level 10 (Career Medical Officer)	\$112,412	\$114,660	\$116,953	\$119,293	\$121,678
Medical Practitioner Level 11 (Career Medical Officer)	\$119,537	\$121,928	\$124,366	\$126,854	\$129,391
Medical Practitioner Level 12 (Career Medical Officer)	\$128,880	\$131,458	\$134,087	\$136,768	\$139,504
Medical Practitioner Level 13 (Career Medical Officer)	\$138,222	\$140,986	\$143,806	\$146,682	\$149,616
Specialist Medical Practitioner Level 1	\$140,592	\$143,404	\$146,272	\$149,197	\$152,181
Specialist Medical Practitioner Level 2	\$146,215	\$149,139	\$152,122	\$155,165	\$158,268
Specialist Medical Practitioner Level 3	\$151,839	\$154,876	\$157,973	\$161,133	\$164,355
Specialist Medical Practitioner Level 4	\$157,462	\$160,611	\$163,823	\$167,100	\$170,442
Specialist Medical Practitioner Level 5	\$163,087	\$166,349	\$169,676	\$173,069	\$176,531
Specialist Medical Practitioner Level 6	\$168,710	\$172,084	\$175,526	\$179,036	\$182,617
Specialist Medical Practitioner Level 7	\$174,334	\$177,821	\$181,377	\$185,005	\$188,705
Specialist Medical Practitioner Level 8	\$179,956	\$183,555	\$187,226	\$190,971	\$194,790
Specialist Medical Practitioner Level 9	\$185,581	\$189,293	\$193,078	\$196,940	\$200,879
Specialist Medical Practitioner Level 10	\$191,203	\$195,027	\$198,928	\$202,906	\$206,964
Specialist Medical Practitioner Level 11	\$196,828	\$200,765	\$204,780	\$208,875	\$213,053
Senior Specialist Medical Practitioner Level 1	\$202,452	\$206,501	\$210,631	\$214,844	\$219,141
Senior Specialist Medical Practitioner Level 2	\$208,076	\$212,238	\$216,482	\$220,812	\$225,228
Senior Specialist Medical Practitioner Level 3	\$213,700	\$217,974	\$222,333	\$226,780	\$231,316



Schedule 2 – Allowance adjustments.

CONTINUING PROFESSIONAL DEVELOPMENT (CPD)

The allowances are to be paid fortnightly on the following per annum pro rata equivalent basis.

Dates of effect are from the first full pay period on or after the dates in the tables.

Classification	23-Jan-16	01-Jul-17	01-Jul-18	01-Jul-19
Medical Practitioner Level 2-4 (Residents)	\$2,000	\$2,081	\$2,122	\$2,165
Medical Practitioner Level 5-9 (Registrars)	\$3,500	\$3,641	\$3,714	\$3,789
Medical Practitioner Level 10-13 (Senior Registrars)	\$4,500	\$4,682	\$4,775	\$4,871

Classification	23-Jan-16	01-Jul-17	01-Jul-18	01-Jul-19
Medical Practitioner Level 10-13 (Senior Medical Practitioners)	\$13,000	\$13,525	\$13,796	\$14,072
Specialist Medical Practitioner and Senior Specialist Medical Practitioner	\$21,500	\$22,369	\$22,816	\$23,272

COMMUNICATION ALLOWANCE SPECIALIST MEDICAL PRACTITIONERS

Specialist Medical Practitioners and Senior Specialist Medical Practitioners will be provided with a communication allowance detailed in the table below, per annum pro rata, paid fortnightly in lieu of a mobile telephone.

Dates of effect are from the first full pay period on or after the dates in the tables.

Classification	23-Jan-16	01-Jul-17	01-Jul-18	01-Jul-19
Specialist Medical Practitioner and Senior Specialist Medical Practitioner	\$1,680	\$1,748	\$1,783	\$1,818

