

Medical Practitioners Award 2010

The above award was first made on 3 April 2009 [[PR986372](#)]

This consolidated version of the award includes variations made on 11 September 2009 [[PR988399](#)]; 26 March 2010 [[PR994544](#)]; 4 June 2010 [[PR997772](#)]; 21 June 2010 [[PR998165](#)]; 21 June 2010 [[PR997961](#)]

NOTE: Transitional provisions may apply to certain clauses – see [clause 2](#)

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Part 1—Application and Operation

1. Title

This award is the *Medical Practitioners Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994544](#), [PR997772](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994544](#) from 01Jan10]

Act means the *Fair Work Act 2009* (Cth)

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[Definition of **agreement-based transitional instrument** inserted by [PR994544](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994544](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Commission** deleted by [PR994544](#) from 01Jan10]

daily rate means the employee's minimum annual salary for the class of work performed divided by 260

doctor in training means an Intern, Resident Medical Practitioner, Registrar or Senior Registrar

[Definition of **employee** substituted by [PR994544](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994544](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994544](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994544](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **enterprise NAPSA** deleted by [PR994544](#) from 01Jan10]

medical practitioner means a person who is employed as a medical practitioner in hospitals, hospices, benevolent homes, day procedure centres, aboriginal health services, community health centres, the Red Cross Blood Service, the South Australian Institute of Medical and Veterinary Science, the Victorian Cytology Service or the Victorian Institute of Forensic Medicine

medical practitioner—non specialist means a Career Medical Practitioner, Senior Career Medical Practitioner or Community Medical Practitioner

[Definition of **NAPSA** deleted by [PR994544](#) from 01Jan10]

[Definition of **NES** substituted by [PR994544](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994544](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

senior doctor means a Specialist, Senior Specialist, Principal Specialist, Senior Principal Specialist, Deputy Director of Medical Services or Director of Medical Services

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standard rate means the annual minimum salary for a Senior Specialist—Pay point 1 in clause 14.9

[Definition of **transitional minimum wage instrument** inserted by [PR994544](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

weekly rate means the employee's minimum annual salary for the class of work performed divided by 52

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994544](#)]

[4.1 varied by [PR994544](#) from 01Jan10]

- 4.1 This occupational award covers employers of medical practitioners throughout Australia in the classifications listed in clause 14—Minimum annual salaries to the exclusion of any other modern award.

- 4.2 The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994544](#) from 01Jan10]

- 4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 and 4.5 inserted by [PR994544](#) from 01Jan10]

- 4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 4.5 This award covers any employer which supplies on-hire employees in classifications set out in clause 14 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994544](#) from 01Jan10]

- 4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

[Varied by [PR994544](#)]

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994544](#) from 01Jan10]

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

[9.3 varied by [PR994544](#) from 01Jan10]

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994544](#) from 01Jan10]

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

- (a) Employees under this award will be employed in any one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.

10.2 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 hours per week.

10.3 Part-time employment

A part-time employee is an employee who is engaged to work less than the full-time hours on a reasonably predictable basis. A part-time employee is entitled, on a pro rata basis, to the equivalent pay and conditions of a full-time employee.

10.4 Casual employment

- (a) A casual employee is an employee who is engaged as such and is paid on an hourly basis.
- (b) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly salary prescribed for the class of work performed. In addition, a loading of 25% of that rate will be paid.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of

seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994544](#)]

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

[12.5(a) substituted by [PR994544](#) from 01Jan10]

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

[12.5(b) substituted by [PR994544](#) from 01Jan10]

- (b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classification definitions

The classification definitions are contained in Schedule A—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum annual salaries

[Varied by [PR994544](#), [PR997961](#)]

14.1 Intern minimum annual salary

[14.1 varied by [PR997961](#) ppc 01Jul10]

An Intern will be paid \$39,392 per annum.

14.2 Resident Medical Practitioner

[14.2 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	41,820
Pay point 2	43,505
Pay point 3	43928

14.3 Registrar

[14.3 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	47,585
Pay point 2	49,536
Pay point 3	51,795

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Pay points	Per annum
	\$
Pay point 4	53,376

14.4 Senior Registrar

[14.4 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	62,186
Pay point 2	64,639

14.5 Career Medical Practitioner

[14.5 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	62,825
Pay point 2	65,157
Pay point 3	66,450
Pay point 4	68,893

14.6 Senior Career Medical Practitioner

[14.6 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	71,068
Pay point 2	73,328
Pay point 3	75,790
Pay point 4	78,096

14.7 Community Medical Practitioner

[14.7 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	62,812
Pay point 2	65,108
Pay point 3	67,211
Pay point 4	68,891
Pay point 5	71,056
Pay point 6	73,299
Pay point 7	75,752
Pay point 8	78,047

14.8 Specialist annual minimum salary

[14.7 varied by [PR997961](#) ppc 01Jul10]

A Specialist will be paid \$72,065 per annum.

14.9 Senior Specialist

[14.9 varied by [PR994544](#), [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	77,056
Pay point 2	79,703
Pay point 3	82,430
Pay point 4	88,273
Pay point 5	89,526

14.10 Principal Specialist annual minimum salary

[14.10 varied by [PR997961](#) ppc 01Jul10]

A Principal Specialist will be paid \$91,352 per annum.

14.11 Senior Principal Specialist annual minimum salary

[14.11 varied by [PR997961](#) ppc 01Jul10]

A Senior Principal Specialist will be paid \$94,586 per annum.

14.12 Deputy Director of Medical Services

[14.12 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	63,647
Pay point 2	69,804
Pay point 3	77,056
Pay point 4	85,299

14.13 Director of Medical Services

[14.12 varied by [PR997961](#) ppc 01Jul10]

Pay points	Per annum
	\$
Pay point 1	72,047
Pay point 2	79,665
Pay point 3	91,352
Pay point 4	98,813

15. Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

16. Allowances

[Varied by [PR994544](#), [PR998165](#)]

16.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[16.1(b) varied by [PR994544](#) from 01Jan10]

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
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Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group

16.2 Deduction for board and lodging

[16.2 varied by [PR998165](#) ppc 01Jul10]

Where the employer provides board and lodging, the annual minimum salaries prescribed in this award will be reduced by \$51.93 per week.

16.3 Managerial allowance per annum for Senior Doctors only

Levels	% of standard rate
Level 1	5.56
Level 2	13.02
Level 3	20.50

- (a) 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:
- cost centre management including budget preparation and management of allocated budget;
 - participation in planning and policy development;
 - responsibility for the co-ordination of research, training or teaching programs; or
 - membership and participation in senior executive management teams.
- (b) A Level 1 allowance is payable to Senior Doctors who satisfy the criteria in clause 16.3(a) and who are specifically required by the employer to undertake these additional managerial responsibilities. It is expected that a Senior Doctor receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff, allocation of duties, approval of staff rosters, monitoring of hours worked and other performance management matters. It is also expected that a Senior Doctor receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.
- (c) A Level 2 allowance is payable to those Senior Doctors satisfying the criteria in clauses 16.3(a) and (b) who, in the assessment of the employer, have significant additional managerial responsibilities involving multiple units, services or departments.
- (d) A Level 3 allowance is payable to those Senior Doctors who, in addition to satisfying the criteria in clause 16.3(b), have a level of managerial responsibility deemed by the employer to require an allowance at the Level 3

rate. It is recognised that managerial responsibilities at this level may not involve the duties at a department or unit level outlined in clause 16.3(b).

16.4 Meal allowance

[16.4 varied by [PR998165](#) ppc 01Jul10]

When an employee is rostered to work in excess of 10 continuous hours, the employee will be supplied with an adequate meal free of charge or will be paid \$10.75 as a meal allowance. Provided that where the continuous period exceeds 15 hours, a further meal free of charge will be supplied or a further \$10.75 as a meal allowance.

16.5 Telephone allowance

Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted account(s).

16.6 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.74 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.6(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

17. District allowances

[Varied by [PR994544](#)]

17.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

[17.1(a) substituted by [PR994544](#) from 01Jan10]

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.2 Western Australia

[17.2 substituted by [PR994544](#) from 01Jan10]

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

17.3 This clause ceases to operate on 31 December 2014.

18. Accident pay

[Varied by [PR994544](#)]

18.1 Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

[18.1(a) substituted by [PR994544](#) from 01Jan10]

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[18.2 substituted by [PR994544](#) from 01Jan10]

18.2 The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

18.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

18.4 This clause ceases to operate on 31 December 2014.

19. Superannuation

[Varied by [PR994544](#)]

19.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the

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Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

[19.4 varied by [PR994544](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Health Super Fund; or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

20.1 The ordinary hours of work for an employee will be an average of 38 hours per week and may be worked by agreement between the employer and employee in one of the following ways:

- (a) over five days per week or over 19 days per four week period;
- (b) over 40 hours in any period of seven consecutive days or 80 hours in any period of 14 consecutive days; or
- (c) 38 hours per week or 10 sessions per week over five days per week or, as agreed between the employee and the employer, averaged over four days per week or a longer roster period.

20.2 Senior Career Medical Practitioners, Career Medical Practitioners and Doctors in training

The following provisions apply to these classifications:

- (a) These medical practitioners will be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, the days off will be consecutive.
- (b) Additional rostered days off will be granted to the extent of one day per calendar month which may accumulate to a maximum of 12 days and which will be granted for periods ranging from one day to two weeks.
- (c) Upon termination of employment, any untaken rostered leave will be paid at the medical practitioner's ordinary time rate.

21. Span of hours

21.1 The span of hours for full-time day work Medical Practitioners except Senior Doctors is 6.00 am to 6.00 pm Monday to Friday.

21.2 The span of hours for Senior Doctors is between 7.00 am and 6.00 pm Monday to Friday. Where normal duties are averaged over a roster period longer than one week, as provided for in clause 20.1, normal duties may be worked between Monday and Friday inclusive.

22. Rest period between periods of duty—Community Medical Practitioners

Community Medical Practitioners will be allowed eight hours off duty between successive periods of duty.

23. Saturday and Sunday work

Payment for all ordinary work performed between midnight Friday and midnight Sunday will be paid at the rate of time and a half.

24. Overtime penalty rates

[Varied by [PR994544](#)]

24.1 Overtime rates

- (a) For all Medical Practitioners, except Senior Doctors, hours worked in excess of 38 per week will be deemed overtime. Such hours between Monday and Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Overtime worked on a Sunday will be paid at the rate of double time.
- (c) Overtime worked on a public holiday will be paid at the rate of double time and a half.
- (d) A Doctor in training may elect, with the consent of the employer, to take time off instead of payment for overtime. Such time off instead will be taken at a mutually agreed time within four weeks of accrual and calculated on the basis of hour for hour worked. If time off instead is not taken within four weeks of accrual, it is to be paid out in accordance with clauses 24.1(a) to (c).

24.2 On call

- (a) Medical Practitioners, except for Senior Doctors, required by the employer to be on call will be paid an allowance equal to 10% of their daily rate for each day on call.
- (b) Senior Doctors will be available for reasonable on call and recall duties. Wherever practicable, on call rosters should align with rostered normal duties.
- (c) Senior Doctors will remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their normal hours and will be paid an allowance of 10% of their annual base salary. This allowance will be regarded as part of salary for all purposes, including leave entitlements and superannuation.

24.3 Recall

When a Medical Practitioner is recalled for duty, they will be paid an amount equal to 1/38th of their weekly rate as payment for travelling time. In addition, payment for the time worked will be made at the rate of time and a half on weekdays and double time on weekends and public holidays with a minimum payment of three hours.

24.4 Sleepover arrangement—Doctors in training

Where the employer requires a Doctor in training to sleepover, the following provisions will apply:

[24.4(a) varied by [PR994544](#) from 01Jan10]

- (a) the employees will be entitled to an amount of 0.08% of the standard rate for each sleepover period. Payment will be deemed to provide compensation for the sleepover and also include compensation for all work necessarily undertaken by an employee up to a total of one hour duration;
- (b) any work performed by the Doctor in training in excess of one hour during their sleepover will attract the appropriate overtime payment as specified in clause 24.1; and
- (c) if, during the course of the sleepover, the Doctor in training is called to active duty more than five times, the entire period of the sleepover will be paid as active duty at the appropriate rate instead of the payment prescribed in clause 24.4(a) above.

25. Shiftwork

25.1 A **shiftworker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 21.1.

25.2 Payment of shift penalties

(a) Doctors in training

- (i) A Doctor in training whose rostered hours of ordinary duty commence or end between the hours of 9.00 pm and 6.00 am will be paid an additional 2.5% of the weekly rate for each such occasion in addition to payment for the hours worked.
- (ii) For the purpose of this clause, the pay for the calculations will be based on the rate for first year of experience of each respective classification.

(b) Career Medical Practitioners and Senior Career Medical Practitioners

For ordinary hours worked between the following times, payment will be made at ordinary time plus the appropriate penalty:

- (i) between 6.00 pm and midnight Monday to Friday—12.5%;
- (ii) between midnight and 8.00 am, midnight Sunday to midnight Friday—25%;
- (iii) between midnight Friday and midnight Saturday—50%; or
- (iv) between midnight Saturday and midnight Sunday—75%.

(c) Senior Doctors

For ordinary hours worked between the following times, payment will be made at ordinary time plus the appropriate penalty:

- (i) between 6.00 pm and midnight Monday to Friday—12.5%;
- (ii) between 7.00 am and midnight Saturday—50%;
- (iii) between 7.00 am and midnight Sunday—75%; or

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(iv) all hours worked on public holidays—150%.

(d) Community Medical Practitioners

For ordinary hours worked between the following times payment will be made at ordinary time plus the appropriate penalty:

(i) for any shift starting between 5.00 am and before 6.30 am and or finishing between 6.00 pm and before midnight—2.5%;

(ii) for any shift or part of a shift which is rostered between midnight and 5.00 am—4%; or

(iii) for shifts permanently worked within the times set out in clause 25.2(d)(ii); **permanently worked** means any period in excess of four consecutive weeks—5%.

(e) Where duty performed attracts more than one penalty, only the higher penalty will apply. For the purposes of this clause, the term penalty will include overtime.

25.3 Shift length—Doctors in training

(a) No shift will be less than eight hours in length on a week day or less than four hours in length on Saturday, Sunday or a public holiday.

(b) No broken or split shifts will be worked.

(c) All time worked in excess of 10 hours in any one shift will be paid as overtime.

26. Rostering

26.1 Doctors in training

(a) Doctors in training will be given at least two weeks' notice of rosters to be worked in relation to ordinary hours. Where practicable, this will include additional (overtime) rostered hours, provided that the employer may change the rosters without notice to meet any emergency situation. This clause will not apply to additional roster leave granted by the employer.

(b) Time worked does not include breaks allowed and actually taken for meals.

(c) Time worked means the time when the Doctor in training is required by the employer to be in attendance.

26.2 Senior Doctors

(a) Development of rosters

The employer, when developing rosters, will ensure that:

(i) Senior Doctors will be consulted and regard will be given to any family, carer or other personal and professional concerns and responsibilities identified by the Senior Doctor to ensure, where practicable, that the Senior Doctor is not adversely affected and that alternative arrangements can be made if possible (e.g. change of childcare or outside practice arrangements);

- (ii) Rosters will identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked; and
- (iii) Wherever practicable, the usual pattern of normal duties will be consistent from one roster period to the next.

(b) Notice of changes

- (i) Wherever possible, the following notice periods will apply to changes to the normal duties roster:
 - three months' notice of an ongoing change; or
 - one month's notice of short-term change (e.g. to cover a planned absence or one-off event).
- (ii) These provisions do not prevent the employer from varying the roster of normal duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- (iii) Shifts are to be shared equally amongst the Senior Doctors unless otherwise agreed.

27. Higher duties allowance

Where an employee temporarily occupies a position in a higher classification for a period of more than three days, that employee must be paid not less than the difference between the salary of the employee temporarily filling the position and the minimum salary attaching to the position they are temporarily occupying, including any relevant managerial allowance.

Part 6—Leave and Public Holidays

28. Annual leave

Annual leave is provided for in the NES. This clause contains additional provisions.

28.1 Quantum of leave

A Medical Practitioner required to work shifts including weekends is entitled to an additional week's annual leave.

28.2 Public holidays falling during annual leave

An additional day will be added to a Medical Practitioner's annual leave entitlement for any public holiday which falls during the period of annual leave.

28.3 Annual leave loading

- (a) At the time of taking leave, a Medical Practitioner will be paid a loading of 17.5% of the weekly wage based on a maximum of four weeks' annual leave.

- (b) A shiftworker, in addition to their ordinary pay, will be paid the higher of the annual leave loading or the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

29. Public holidays

Public holidays are provided for in the NES. This clause contains additional provisions.

29.1 Payment for working on a public holiday

- (a) A Medical Practitioner who is required to work on a public holiday will receive one of the following:
 - (i) payment at the rate of double time and a half;
 - (ii) payment at the rate of time and a half, and one day will be added to their annual leave entitlement; or
 - (iii) payment at the rate of ordinary time, and one and a half days will be added to their annual leave entitlement or taken at another time, by agreement between the employer and employee.

30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

31. Community service leave

Community service leave is provided for in the NES.

Schedule A—Classification Definitions

- A.1 Intern** is a medical practitioner in the first postgraduate year of clinical experience.
- A.2 Resident Medical Practitioner** is a medical practitioner in the second or any subsequent post-graduate year of clinical experience. An RMP must complete 12 months of clinical experience to advance to the next pay point.
- A.3 Registrar** is a medical practitioner admitted to an Australian Medical Council accredited vocational training program leading to a fellowship of a Medical College including those of General Practice and Rural and Remote Medicine.
- A.4 Senior Registrar** is a medical practitioner who has successfully completed examinational requirements for appointment as a Fellow of an Australian or Australasian Specialists College and is awaiting granting of the fellowship.
- A.5 Career Medical Practitioner** is a medical practitioner with not less than four completed years of post-graduate clinical experience who is appointed as such.
- A.6 Senior Career Medical Practitioner** is a medical practitioner not enrolled in a vocational training program, who has 10 or more years of clinical experience or who has sufficient experience to satisfy the employer.
- A.7 Community Medical Practitioner** is a medical practitioner who has completed not less than four years of post-graduate experience who is employed to practise in community health centres or in general medical practice.
- A.8 Specialist** is a medical practitioner who has successfully completed a recognised specialist training program, and has been admitted as a fellow of the relevant college, provided that a practitioner may be appointed a Specialist if the practitioner has had sufficient experience in the specialty to satisfy the employer.
- A.9 Senior Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than three years practical experience in the relevant specialty.
- A.10 Principal Specialist** means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed and has had not less than eight years practical experience in that specialty after obtaining the highest qualification. Notwithstanding an officer not having such years of experience, an officer may be appointed as a Principal Specialist if they have had sufficient experience in their specialty to satisfy the employer.
- A.11 Senior Principal Specialist** means a medical practitioner appointed as a head of a department or section in a Teaching Hospital who meets all requirements specified for employment as a Principal Specialist.
- A.12 Deputy Director of Medical Services** means a medical practitioner appointed as deputy to a Director of Medical Services.

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A.13 Director of Medical Services means a medical practitioner appointed as the Director of Medical Services (however styled) of a hospital or other organisation, provided that a Director of Medical Services will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy the employer that the medical practitioner has sufficient experience in the specialty.