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**Department of Health -
Specialist Medical
Practitioners- Institute of
Psychiatry Agreement**

Agreement No. 2550 of 1998.

An Agreement made the _____ day of _____ in the year 1998
BETWEEN THE PUBLIC EMPLOYMENT OFFICE constituted by the Public Sector
Management Act, 1988 and having its office at Level 32, 1 Farrer Place, SYDNEY in
the State of New South Wales of the one part, AND, THE AUSTRALIAN SALARIED
MEDICAL OFFICERS' FEDERATION (New South Wales), Suite 46, Level 3, 330
Wattle Street, ULTIMO in the State of New South Wales (hereinafter the 'Federation')
of the other part.

1. **Title of Agreement**

This Agreement will be known as the **Department of Health – Specialist
Medical Practitioners - Institute of Psychiatry Agreement.**

2. **Parties Bound by this Agreement**

This Agreement shall apply to and be binding upon the Public Employment
Office, the Federation, the Employer and Specialist Medical Practitioner/s, as
defined herein.

3. **Definitions**

The '**Award**' means the Salaried Senior Medical Practitioners (State) Award

The '**Board**' means the Board of Directors, Institute of Psychiatry.

The '**Conditions Award**' means the Crown Employees (Public Service
Conditions of Employment) Award 1997 as varied from time to time.

'**Department**' means the New South Wales Department of Health.

'**Director**' means the Director, Institute of Psychiatry.

'Employer', for the purpose of this Agreement, is a reference to the NSW Department of Health.

The 'Federation' means the Australian Salaried Medical Officers' Federation (New South Wales), currently located at Suite 46, Level 3, 330 Wattle Street, ULTIMO.

'Public Employment Office' means the Public Employment Office, constituted by the Public Sector Management Act 1988 and currently having its office at Level 32, 1 Farrer Place, SYDNEY in the State of New South Wales.

'Specialist Medical Practitioner' means a person appointed as such by the Institute of Psychiatry in a position that the Board certifies must be filled by a person who possesses a specialist psychiatrist medical qualification.

'Term' means the term specified in Clause 7 of this Agreement.

4. **Scope**

This Agreement applies to Specialist Medical Practitioners employed at the Institute.

5. **Relationship Between this Agreement, the Award and the Conditions Award**

- (a) Specialist Medical Practitioner/s shall be entitled to, and shall observe, the conditions of employment covering officers employed in organisations listed in Schedule 1 and Schedule 2 of the Public Sector Management Act 1988 and the Regulations and, except as otherwise provided in this Agreement, as contained in the Crown Employees (Public Service Conditions of Employment) Award 1997 and/or the Public Service of New South Wales Personnel Handbook as varied from time to time.
- (b) It is agreed that the terms of employment contained in this Agreement will apply for the Term to Specialist Medical Practitioners employed at the Institute. Where there is any inconsistency between the terms of the Conditions Award and this Agreement, the terms of this Agreement will prevail.
- (c) Any salary adjustment and/or progression under this Agreement will be based on and subject to the same provisions contained in the Award.

6. Declarations and Undertakings

The signatories to this Agreement;

- (a) Declare that this Agreement is made in full and final settlement of all existing claims about salary and conditions for Specialist Medical Practitioners.
- (b) Declare that this Agreement was not entered into under duress.
- (c) Undertake to make no further claims in relation to the terms of employment for Specialist Medical Practitioners, including wages, during the Term of this Agreement.

7. Term of this Agreement

This Agreement commences on the date it is made and expires on 31 December 1999, (the 'Term'). This Agreement can be terminated only;

- (i) By agreement, or,
- (ii) Upon or after the end of the Term by one of the parties giving the other at least 3 months' written notice of intention to terminate.

8. Commitment

The Federation, representing the Specialist Medical Practitioners, and the Department agree to work together to conform to and implement, with goodwill and common sense, the Principles outlined below. This Agreement is to be interpreted and applied in a way that is consistent with this Commitment.

- (1) Role of the position Specialist Medical Practitioner;
 - (i) the role of the position should be flexible and practically adapted to the particular circumstances and needs of the Institute;
 - (ii) the role of the Specialist Medical Practitioner is to facilitate decision making and identify clear lines of communication and accountability;
 - (iii) the Specialist Medical Practitioner is responsible for a range of services including full participation in an on call/re call arrangement with a relevant health service, such arrangement being acceptable to the Board.

- iv) the role of the Senior Medical Practitioner should take account of customer and service needs and productivity issues in a cost effective manner.
- (2) The Department/Institute Board or it's nominee should;
- (i) consult with the Specialist Medical Practitioner about performance expectations and objectives;
 - (ii) give the Specialist Medical Practitioner performance assessment feedback; ensure training, development and education needs are met; and, encourage his/her involvement in developing proposals.
- (3) The Department/Institute and the Federation acknowledge that workplace reform will be investigated and pursued, in part through productivity measures.

9. Salary at the Commencement

It is agreed that Specialist Medical Practitioners covered by this Agreement will receive an all inclusive salary as set out in Schedule 1 to this Agreement.

10. Salary Increases During the Term of the Agreement

- (a) Salary increases for Specialist Medical Practitioners will be granted on the same basis and subject to the same provisions that apply in the Salaried Senior Medical Practitioner (State) Award including agreement between the parties in respect to productivity measures. That is,
 - (i) An increase in salary of 5% (including a 2% productivity saving payment) effective from the first full pay period on or after 1 July 1998.
 - (ii) A further increase in salary of 3% subject to the achievement of the 2% productivity saving payment referred to in (i). If either party becomes concerned about progress on achieving the productivity savings these concerns should be raised through the Issues Resolution Procedures in Clause 12 of this Agreement

11. Performance Agreement

- (a) Each Specialist Medical Practitioner will have a written annual Performance Agreement developed jointly by the Specialist Medical Practitioner and the Board or it's nominee. The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement.

If the Specialist Medical Practitioner, at the time of signing of this Agreement, does not have a written Performance Agreement, he/she will

develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.

- (b) The Specialist Medical Practitioner and the Board or it's nominee will jointly review the Specialist Medical Practitioner's performance under the Performance Agreement twice in each 12 month period.
- (c) The Performance Agreement will be reviewed and updated annually by the Specialist Medical practitioner and the Board or it's nominee.

In exceptional circumstances where agreement has not been reached within the specified time the parties will continue to work towards finalisation of the Performance Agreement. In the event that agreement is not reached either party may utilise the provisions of the Issue Resolution procedure provided for in Clause 12 of this Agreement.

- (d) Each Performance Agreement must be endorsed by the Board or it's nominee.
- (e) A Performance Agreement will include, but not necessarily be limited to, the following:

- * General job description (including clinical duties) and location of work, including on call/re call arrangements.
- * Any specific variations from time to time.
- * Expectations in respect of management responsibilities, quality activities, post graduate and undergraduate teaching activities, continuing education, research, customer focus activities, health outcomes.
- * Any written agreements re part-time employment and outside practice.
- * Where appropriate, any financial, activity or health targets.

The above items may be developed to more appropriately reflect the Employer's requirements.

- (f) Each assessment is to include an evaluation of the Specialist Medical Practitioner's level of achievement of specified objectives which are agreed between the Specialist Medical Practitioner and the Board or it's nominee.

12. Issues Resolution Procedures

- (a) The parties must:
- (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and the Specialist Medical Practitioner.
 - (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and,
 - (iii) place emphasis on negotiating a settlement of issues at the earliest possible stage in the process.
- (b) In this clause, 'issue' means any question, issue, grievance, dispute or difficulty which might arise between the parties about any matter relating to employment or employment conditions generally and includes:
- (i) the interpretation, application or operation of this Agreement; or
 - (ii) any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977 (NSW)* which is not covered by established policies and procedures applicable to the Institute.
- (c) An issue must be discussed in the first instance between the Specialist Medical Practitioner, (or the Federation on behalf of the Specialist Medical Practitioner, if the Specialist Medical Practitioner so requests) and the Director.
- (d) If the issue is unresolved at this stage, either party may seek to have the matter mediated by an agreed third party, or may refer the matter to the NSW Industrial Relations Commission.
- (e) The parties agree that during the procedures (c) and (d) inclusive, normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (f) The parties agree that the status quo before the emergence of the issue must continue whilst procedures (c) and (d) inclusive are being followed. For this purpose 'status quo' means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (g) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (h) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (i) The Federation and the Employer may agree to vary these procedures to accommodate the needs of specific circumstances. Any such variation must be recorded in a document signed by or on behalf of the Federation and the Employer, and that document must be made available to the Specialist Medical Practitioner/s.

**Department of Health -
Specialist Medical Practitioner -
Institute of Psychiatry
Agreement**

Agreement No. 2550 of 1998.

Signed for and on behalf
of the **PUBLIC EMPLOYMENT OFFICE**



in the presence of:


[Witness' signature]

CATHY MCINNES
[print witness' name]

17 NOV 1990

.....
[Date]

Signed for and on behalf
of the **AUSTRALIAN SALARIED
MEDICAL OFFICERS' FEDERATION**



in the presence of:


[Witness signature]

JANARDANAN MOHANDAS
[print witness' name]

24.11.98
[Date]

**Department of Health -
Specialist Medical Practitioner
Institute of Psychiatry Agreement**

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SCHEDULE 1

The following salary is an all inclusive rate incorporating all components of remuneration that apply to the classification of full-time Specialist Medical Practitioner, Institute of Psychiatry. No other rates and allowances will apply. Part-time Specialist Medical Practitioners will receive payment on a pro-rata basis.

Rate effective from commencement of appointment:

Year 1	\$106172
Year 2	\$112365
Year 3	\$118585
Year 4	\$124811
Year 5	\$131018
Senior	\$143446

FUTURE INCREASES – Subject to the provisions of Clause 10

Effective from the first pay period to commence on or after 1 July 1998 - 3%, plus an additional 2% increase subject to productivity measures being agreed between the parties.

Effective from the first pay period to commence on or after 1 January 1998 – 3% subject to the achievement of the 2% productivity payment referred to above.