

**DEPARTMENT OF HEALTH SALARIED MEDICAL OFFICERS
ENTERPRISE AGREEMENT 2022**

WORKPLACE FLEXIBILITY AGREEMENT

This Workplace Flexibility Agreement has been developed in accordance with Clause 11 of the *SA Health Salaried Medical Officers Enterprise Agreement (Enterprise Agreement) 2022* (or its successor).

This Workplace Flexibility Agreement will apply as if incorporated as a Schedule to the Enterprise Agreement in accordance with Clause 11.

1. The Health Unit where the Agreement will apply:

**Central Adelaide Local Health Network:
Royal Adelaide Hospital and The Queen Elizabeth Hospital**

2. The Unit where, or the Roster group to which, the Agreement will apply:

**Royal Adelaide Hospital Emergency Department; and
The Queen Elizabeth Hospital Emergency Department**

3. The group of employees to which this Agreement will apply:

RMOs and Registrars - Medical Practitioner (level 2-8), Senior Medical Practitioner (SMP) (level 1-6)

4. The date of commencement of the Agreement:

10th August 2022

5. The Agreement will expire:

8 August 2023, or when the majority of the named staff of the group cease to be members of the group, whichever is the earlier.

6. Workplace Flexibility Arrangement:

- A. There will be a minimum of 48 hours off duty between changing from night duty to day duty.
However, there may be 23 hours in extenuating circumstances and with agreement.**
- B. There will be a minimum of 21 hours off duty before changing to a Night shift.**
- C. Overtime payment will be calculated on a 152 hours/4-week cycle for full time employees. Payment for hours of rostered duty for MPG employees in excess of 152 hours in any 4-week cycle will be at the rate of an additional 50% of the Hourly Rate applicable to the MPG employee.**
- D. Overtime payment for part-time employees will be calculated on a 4-week pay cycle pro-rata with their base contracted hours. Payment for hours of rostered duty for part-time MPG employees in excess of their base contracted hours in any given 4-week pay cycle will be at the rate of an additional 50% of the Hourly Rate applicable to the MPG employee.**

- E. Overtime payment for employees working in excess of 220 hours in any 4-week pay cycle will be paid at the rate of an additional 100% of the Hourly Rate applicable to the MPG employee.
 - F. Penalty payments for working in excess of 76 hours and 110 hours in any two-week cycle will not apply.
 - G. Payment for hours of rostered duty that commence at or after 10:00 am and which extend beyond 6:00 pm (not being hours of rostered duty for which payment is made in accordance with clause 66 or 67.2) will be made at the rate of an additional 15% of the Hourly Rate applicable to that MPG employee.
 - H. Shift and weekend penalties, as defined in Clauses 66 and 67, will continue to apply until the employee reaches "Overtime", as defined in Section 6C or 6D above. For the sake of clarity, this means that all shift penalties will continue to be applied throughout the 4 week cycle, including where the employee works over 76 hours in a fortnight, until the employee reaches 152 hours or pro-rata equivalent.
7. Any other agreed matter relating to the arrangement:
- A. Provision(s) in the Enterprise Agreement varied by this Agreement:
 - a. Clause: **57: Roster Changeovers**
 - i. Subclause 57.1 does not apply.
 - b. Clause: **59: Overtime**
 - i. Subclause 59.1 does not apply.
 - ii. Subclause 59.2 does not apply.
 - iii. Subclause 59.4 does not apply.
 - c. Clause: **67: Shift Penalties**
 - i. Subclause 67.1 does not apply (see section 6G)
 - B. The group covered by this Agreement agree to the provisions in section 7.
 - C. It is agreed that this roster configuration will be reviewed (by the parties) in the following circumstances:
 - At any time on request of the SA Salaried Medical Officers Association by giving 1 week notice to the Unit (including employees working the roster) that a review will be undertaken.
 - By the request of any individual employee participating on the roster.
 - If there are significant changes to rostering or working conditions such that the benefits to employees arising from the Flexible Workplace Agreement are lost.
 - D. Operational Efficiency and Productivity Considerations (warranting this WFA)

In the context of a Unit providing high levels of direct and continuous care to acutely unwell patients this arrangement will increase unit efficiency and improve patient outcomes by:

- Reducing the number of handover events
- Aligning 'hand over' with on-duty Consultant availability
- Enhancing continuity of care
- Improving communications between consultant and TMO staff
- Improving supervision
- Reducing the impact of changes between shift types (allowing direct afternoon shift to night shift transition)

- Commitment to patient care and work life balance of staff.

E. Non-work Impact

The arrangements improve work-life balance, by permitting much greater flexibility in time off work. Fatigue management arrangements ensure that there are no adverse non-work impacts from the changed arrangement compared to other rostering methods. By allowing a better work-life balance, the arrangements are superior to alternatives.

F. Work Health and Safety

This Agreement acknowledges that extended shift lengths raise issues of work fatigue and stress that can impact upon both the workplace-safety and health of employees. Because this Agreement provides for shift lengths in excess of the maximum otherwise allowable under the Enterprise Agreement, particular attention has been paid to reducing stress causing factors and implementing mitigation measures.

The arrangements which are listed in detail in section (b) below are intended to ensure no adverse Work Health and Safety (WH&S) or welfare impact. Relevant staff are actively made aware of potential risks and supported by Unit management in implemented measures identified to manage them.

a. Risk Containment

The following factors reduce the likelihood of unacceptably raised risk:

- Employer policy requiring approval for secondary employment for full time staff, including consideration of total hours worked.
- Clear expectations on fatigue management are communicated via Unit orientation.

b. Risk Reduction

The following measures have been implemented to enhance risk reduction:

- Maximising flexibility in rostered days off.
- Regular, consultant-led handover and oversight.
- Teaching programs to allow ongoing education of staff.
- Assured accessibility to Consultant support overnight, with a clear expectation of contact if issues arise.

8. Policy implications for Central Adelaide Local Health Network and SA Health

The arrangements are specific to the special needs of the Emergency Department at the Royal Adelaide Hospital and therefore have intrinsically limited policy implications.

9. Majority support

A ballot of employees, intended to be covered by the terms of this Agreement, has been conducted by the parties in accordance with the provisions of the Enterprise Agreement.

10. Risk Assessment

An appropriate WH&S Officer of SA Health has undertaken a risk-assessment of the arrangements set out in this Agreement.

Endorsed/Approved:

Signature:

Management Representative

Date:

/ /2022

Signature:

Representative of Group Covered by
this Agreement
Refer Attachment One.

Date:

/ /2022

Signature:

SASMOA Representative

Date:

/ /2022

Distribution:

1. Health Unit Management
2. SA Salaried Medical Officers Association (SASMOA)
3. Relevant work unit or roster group
4. Workforce Relations

Attachments:

- List of employees covered by this Agreement

Attachment 1: List of employees covered by CALHN ED WFA

ABDUL REHMAN Ahmed
AGAHARI Fransisca
ALLAN Rachael
ALMEIDA Thomas
ALVINO Christina
ANDREWARTHA Nicole
ANG John
ARTHUR Pdraig
ASAAD Nader
BARENDT Molly
BARRETT Jack
BARSON Julian
BEARD Steven
BILLINGSLEY Luke
BOX Emma
BOXALL Kelly
BRADY Declan
BRICHER Ian
BRINN Aisling
BROOKS Marianne
BROWN Jeremy
BROWNLIE David
CAREY Ian
CASEY Amanda
CHALWIN Richard
COLWELL Phillip
DAYALAN Mano Raj
DE PRYCK Jolien
DE WILDE Loic
DHATRAK Asmita
DIVANI-PATEL Sapna
DIXON Matthew
DRAKE Liesel
DUFFIELD Rebecca
EARL Brenton
ELDERGILL-STORM Isabel
ESTRELLA Eduardo
EVANS Robyn
EVANS Esther
FOLEY Aideen
FORAN Adrian
GAUTAM Avibesh
GHEYBI Kazzem
GLOGOVSKA Katya
GOLDSMITH Tim
GRIGUOL Madeleine
HARIBHAI Mayuri
HARVEY Sophie
HATHHOTUWEGAMA Aysha
HAYMAN Alice
HISCOCK Alice
HOUGHTON Lucy
HOWES Alexander
HUBER Monica
JHA Surabhi
JOLLY Sean
JONES Eleanor
JOURDAN-ASTIER Ingrid

KHAWAM	Georges	
KURANI	Amit	
LEE	Wei Jin	
LEES	Julia	
LENNON-BUTLER	Georgina	
LO	Johnny	
LUU	Eric	
LYNCH	Daniel	
MACNAIGHT	Ailsa	
MANSHANI	Viren	
MATHEW	Thomas	
MCCABE	Sean	
MCCORD	Ross	
MCCMAHON	Kimberley	
MCMILLAN	Julia	
MCNEILL	Holly	
MELINO	Giovanni	
MILLER	Alexandra	
MOONEY	Olga	
MOREY	Chloe	
MORIAU	Victor	
MURPHY	Maeve	
MYZAK-DOUGLAS	Kate	
NEWMAN	Jana	
NGO	Jonan	
NGUYEN	Le	
O'DONNELL	Aisling	
ONG	Qi-Zheng	
PEARCE	Anna	
QUIGLEY	Sara	
RAMSDEN	Jonathan	
ROSITANO	Luisa	
ROSS	Michael	
SEEBALUCK	Jason	
SEGOL SHAPIRA	Inbar	
SHI	Hui	
SHORTLAND	Thomas	
SMALL	Samuel	
SQUIRES	Lauren	
STONE	Charlotte	
SUKUMARAN	Vijay	
SUMITHRA ARACHCHIGE DONA	Chamari	
SUPLIDO	Farida	
TAHMASEBI SARVESTANI	Marzieh	
TAN	Mei Lian	
TAYLOR	Greg	
TONG	Ming	
TURP	Matthew	
TYMIANSKI	Rachel	
VAN STADEN	Rachel	
VELIK	Charlotte	
VENKATESH PRASAN	Shilpa	
VIJAYKUMAR	Rashmi	
WALKER	Dayton	
WALTON	Jack	
WEST	Sophie	
WHELDRAKE	Katharine	
WILKINSON	Christopher	
WILSON	Alexander	
WINFIELD	Andrew	

YAP Chin Harn
ZAMAN Shari

Attachment 2:

Central Adelaide Local Health Network Emergency Department Workplace Flexibility Agreement (WFA)

Explanatory Notes:

The WFA sets out agreed arrangements for Emergency Department roster for RMOs, Registrars and Senior Medical Practitioners (SMPs) at RAH. These are:

1. Under the WFA, the roster will have a 4-week cycle shift distribution which provides access to longer periods of rostered days off by allowing the “stacking of shifts”, i.e rostering runs of shifts in one part of the cycle.
2. This WFA applies to a roster with individual shift lengths that do not exceed 11 hours.
3. Returning to work to provide cover during the days rostered off will be discouraged.
4. If an RMO, Registrar or SMP is sick on a shift, the length of the shift that would have been worked should be recorded on the timesheet to ensure correct payment for that shift.
5. Where rostered days off and annual leave are taken together, the roster will clearly state which periods are rostered days off which are not counted as annual leave, and which days are annual leave days.
6. A new 15% shift penalty has been introduced to cover shifts commencing at/after 10am and extending beyond 6pm in recognition that such shifts can have a negative impact on employees.
7. Night shifts can follow directly after afternoon shifts with a minimum of 21 hours between change-over. This allows a forward rolling roster and may allow longer runs of rostered days off.