

ATTACHMENT A

SALARIED SENIOR MEDICAL PRACTITIONERS

DETERMINATION

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1 DEFINITIONS

- (a) The Definitions which appear in Clause 2 of the Salaried Senior Medical Practitioners (State) Award also apply to this Determination.
- (b) In addition to the definitions referred to in sub-clause (a), the following definitions also apply to this Determination.

"Account" means the financial institution account in the name of the individual Senior Medical Practitioner or in the name of an agreed group of Senior Medical Practitioners.

"Arrangement" means a right of private practice arrangement.

"General Fund" means the operating budget of the Employer.

"Private Practice Trust Fund" means the fund in existence immediately prior to the commencement of this Determination or it's equivalent from time to time and which contains accounts in the name of an individual Senior Medical Practitioner or group of Senior Medical Practitioners.

"Charitable Trust Fund" means the fund into which the balance of the Private Practice Trust Funds are transferred at the end of each financial year.

2 PRIVATE PRACTICE ARRANGEMENTS (excluding Postgraduate Fellows)

(a) General Provisions

(i) Upon commencement of employment, a Senior Medical Practitioner shall elect to participate in a level arrangement ie either a Level 1, 2, 3, 4 or 5. Senior Medical Practitioners employed at the date of this Determination will make an election pursuant to this sub-clause immediately after the commencement of this Determination. A Senior Medical Practitioner may then, if he/she so chooses, elect prior to 30 June each year to change his/her level arrangement (drawing rights) to commence on 1 July of the following financial year. This election cannot be changed during the year unless by the mutual agreement of the Senior Medical Practitioner and the Employer. A Senior Medical Practitioner is under no compulsion to alter the level arrangement under which he/she works. A summary table of the private practice arrangements is provided in Schedule 1 of this Determination.

Current Scheme "D" Senior Medical Practitioners may only make an election in accordance with the provisions of subclause (d) below.

(ii) The salaries referred to in Schedule 2, Column 2 of this Determination, as varied from time to time to reflect the Award, shall be paid to Senior Medical Practitioners subject to the level arrangement elected. The salaries shall be paid during paid absences on approved leave and shall be paid where the monetary value of leave is paid on termination of employment. These salaries include the Award salary and the special allowance (17.4% of Award salary). PAYE deductions are to be made from these payments.

(iii) The allowances referred to in Schedule 2, Column 3 of this Determination shall be paid during paid absences on approved leave, where the monetary value of leave is paid on termination of employment and for superannuation and voluntary redundancy purposes. PAYE deductions are to be made from these payments.

(iv) Subject to subclause (v) below, the drawing rights referred to for Levels 2 to 5 (refer Schedule 2, Column 4) shall be payable during

paid absences on workers' compensation (subject to a maximum of six months), approved annual, sick, long service, parental, training education and study and paid military leave but shall not be paid where the monetary value of leave is paid out on termination of employment. The drawing rights shall not be taken into account for the calculation of any entitlements or public sector superannuation purposes. PAYE deductions are not to be made from these payments.

- (v) Senior Medical Practitioners working pursuant to part-time agreements or taking long service leave or maternity leave at half pay are entitled to drawing rights on a pro rata basis. Senior Medical Practitioners on leave without pay (including maternity/paternity leave) are not entitled to drawing rights.
- (vi) Senior Medical Practitioners who elect either Level 2, 3, 4 or 5 will contribute to the same Private Practice Trust Fund or sub-ledger in accordance with subclause (viii) below.
- (vii) An agreed group can elect to share all benefits of the Private Practice Trust Fund (subject to the Trustees' agreement) to the limit of their entitlement amongst the agreed group, irrespective of the length of service of any member of the agreed group.
- (viii) An agreed group for the purpose of this clause means a group of Senior Medical Practitioners who elect to form a group for the purpose of a sub-ledger of the Private Practice Trust Fund.
- (ix) All accounts for services rendered to private patients by a Senior Medical Practitioner working under Levels 1-5 are to be issued by the Employer acting as the agent for the Senior Medical Practitioner.
- (x) The Employer must obtain, in writing, authority from each Senior Medical Practitioner to issue accounts in his/her name.
- (xi) A Senior Medical Practitioner shall exercise his/her right of private practice subject to:

- (1) the provisions of Clause 8 of the Award; and
- (2) the private practice occurring within the agreed facilities; and
- (3) the income arising from the exercise of such right of private practice (including the income generated whilst engaged in practice in accordance with Clause 8 of the Award) being paid into the Private Practice Trust Fund.

The provisions of this clause do not apply to "Outside Practice" pursuant to Clause 9 of the Award.

- (xii) Payment of drawing rights up to the maximum prescribed (refer Schedule 2, Column 4) averaged over the year to date is to be made calendar monthly, subject to there being sufficient trust funds available.

(b) Level Arrangements

(i) Level 1

- (1) A Senior Medical Practitioner who elects a Level 1 arrangement pursuant to this Clause, will be paid the salary referred to in Schedule 2, Column 2 of this Determination.
- (2) A Senior Medical Practitioner who elects Level 1 shall be entitled to an allowance of 20% of salary (refer Schedule 2, Column 3) in return for the assignment of the proceeds of the Senior Medical Practitioner's private practice to the Employer.

(ii) Level 2

- (1) A Senior Medical Practitioner who elects a Level 2 arrangement pursuant to this Clause will be entitled to salary referred to in Schedule 2, Column 2 of this Determination.
- (2) A Senior Medical Practitioner who elects Level 2 shall be entitled to an allowance of 14% of salary (refer Schedule 2, Column 3).

(3) A Senior Medical Practitioner who elects a Level 2 arrangement will have drawing rights (to be made calendar monthly) up to a maximum of 24% of the full time salary applicable for a Level 4 arrangement for a Senior Medical Practitioner as referred to in Schedule 2, Column 2 of this Determination. Drawing rights are subject to sufficient individual or agreed group contributions being available in the Private Practice Trust Fund.

(4) (A) For a Senior Medical Practitioner who has elected Level 2, where individual or agreed group contributions are not sufficient to permit drawings of up to 11% of salary (as provided in Schedule 2, Column 2) averaged over the year to date, supplementation equalling the difference between the drawings and 11% of salary will be made monthly by the Employer from that proportion of the charges which would otherwise have been appropriated as facility charges paid to the Employer by Senior Medical Practitioners.

(B) Where an individual Senior Medical Practitioner has elected a Level 2 arrangement and individual or agreed group contributions are sufficient to permit drawings of 11% of salary (as provided in Schedule 2, Column 2) averaged over the year to date but not sufficient to permit drawings of 18% of salary averaged over the year to date, supplementation equalling the difference between the drawings and 18% of salary will be made by the Employer monthly. The Employer supplementation is therefore up to 7% of salary, where this subclause applies.

(iii) **Level 3**

(1) A Senior Medical Practitioner who elects a Level 3 arrangement pursuant to this Clause will be entitled to salary referred to in Schedule 2, Column 2 of this Determination.

- (2) A Senior Medical Practitioner who elects Level 3 shall be entitled to an allowance of 8% of salary (refer Schedule 2, Column 3).
- (3) A Senior Medical Practitioner who elects a Level 3 arrangement will have drawing rights (to be made calendar monthly) up to a maximum of 36% of the full time salary applicable for a Level 4 arrangement for a Senior Medical Practitioner as referred to in Schedule 2, Column 2 of this Determination. Drawing rights are subject to sufficient individual or agreed group contributions being available in the Private Practice Trust Fund.
- (4) For a Senior Medical Practitioner who has elected Level 3, where individual or agreed group contributions are not sufficient to permit drawings of up to 17% of salary (as provided in Schedule 2, Column 2) averaged over the year to date, supplementation equalling the difference between the drawings and 17% of salary will be made monthly by the Employer from that proportion of the charges which would otherwise have been appropriated as facility charges paid to the Employer by Senior Medical Practitioners.

(iv) **Level 4**

- (1) A Senior Medical Practitioner who elects a Level 4 arrangement pursuant to this Clause will be entitled to salary referred to in Schedule 2, Column 2 of this Determination.
- (2) A Senior Medical Practitioner who elects a Level 4 arrangement will have drawing rights (to be made calendar monthly) up to a maximum of 50% of the full time salary applicable for a Level 4 arrangement for a Senior Medical Practitioner as referred to in Schedule 2, Column 2 of this Determination. Drawing rights are subject to sufficient individual or agreed group contributions being available in the Private Practice Trust Fund.

- (3) For a Senior Medical Practitioner who has elected Level 4, where individual or agreed group contributions are not sufficient to permit drawings of up to 25% of salary (as provided in Schedule 2, Column 2) averaged over the year to date, supplementation equalling the difference between the drawings and 25% of salary will be made monthly by the Employer from that proportion of the charges which would otherwise have been appropriated as facility charges paid to the Employer by Senior Medical Practitioners.

(v) **Level 5**

- (1) A Senior Medical Practitioner who elects a Level 5 arrangement pursuant to this Clause will be entitled to salary which represents 75% of the rate applicable for a Level 4 arrangement for a Senior Medical Practitioner (refer Schedule 2, Column 2 of this Determination).
- (2) A Senior Medical Practitioner who elects a Level 5 arrangement will have drawing rights (to be made calendar monthly) to a maximum of 100 % of the full time salary applicable for a Level 4 arrangement for a Senior Medical Practitioner as referred to in Schedule 2, Column 2 of this Determination. Drawing rights are subject to sufficient individual or agreed group contributions being available in the Private Practice Trust Fund.
- (3) The 75% of salary referred to in subclause (1) above reflects the fact that leave without pay is permitted for 25% of the full-time commitment in that speciality. No private practice is to be undertaken during the 75% of time for which a salary is payable (this relates to aggregated time and means that participating specialist must not spend more than an average of 25% of his/her total working time in the treatment of private patients).

(c) **Postgraduate Fellow**

A Senior Medical Practitioner appointed as a Postgraduate Fellow pursuant to Clause 10 of the Award has no entitlement to any Private Practice Arrangement.

(d) Preserved Arrangement - Scheme D

- (i) A Senior Medical Practitioner who participated in Scheme D immediately prior to the commencement of this Determination, will be entitled to 50% of the award salary plus the 17.4% special allowance, as varied from time to time. PAYE taxation deductions are to be made in respect of these payments.

The general terms and conditions will be those applying under Scheme D immediately prior to the commencement date of this Determination (refer to Departmental Circular 90/39).

- (ii) Where a Senior Medical Practitioner's current arrangement is Scheme D then:
- (A) the Senior Medical Practitioner can only move to another Level (ie Private Practice Arrangement) by agreement with the Employer; and
- (B) upon moving to another private practice arrangement the Senior Medical Practitioner cannot move back to Scheme D.
- (iii) The Scheme D arrangement as provided for in Departmental Circular 90/39 is not available to any Senior Medical Practitioner who is not employed under Scheme D as at the date of this Determination.

(e) Outside Practice (ie not as an employee of the Employer)

- (i) Income generated by a Senior Medical Practitioner while engaged in practice pursuant to Clause 9 of the Award, will be retained exclusively by the Senior Medical Practitioner. The Senior Medical Practitioner is under no obligation to provide records regarding the income generated pursuant to Clause 9 of the Award. The Senior Medical Practitioner will be liable for all expenses incurred while

engaged in practice including professional indemnity insurance, administration, facility costs and any other expenses arising from the conduct of such practice.

- (ii) A breach of the agreement referred to in Clause 9 of the Award will be dealt with pursuant to Clause 3 of the Award.
- (iii) A referral to a Senior Medical Practitioner for the work prescribed in Clause 9 of the Award must be in accordance with the provisions of the Health Insurance Act or its equivalent from time to time.
- (iv) The use of any of the Employer's employees, equipment or other resources in conducting outside practice is not permitted unless approved by the Chief Executive Officer.

(f) Privately Referred Non-inpatients

- (i) The charging arrangements for privately referred non-inpatients to all staff specialists who have been granted rights of private practice by the Employer remain unaltered (refer to previous Departmental Circulars 80/252, 80/290, 81/355 and 90/39).
- (ii) The charging arrangements will not affect those patients who are inpatients or registered non-inpatients of a recognised hospital but will apply to privately referred non-inpatients who satisfy the following conditions.
 - (A) The referral must be to the doctor by name and not to the hospital or the outpatient department.
 - (B) The referral must be made by a doctor in private practice (including a staff specialist or visiting medical officer exercising a right of private practice); it must not be made by an intern, resident medical officer, career medical officer, registrar or medical superintendent.
 - (C) No patient who presents at the emergency department or an out-patient clinic is to be privately referred for treatment of, or

examination relating to, the episode of illness which caused him/her to present at the emergency department or the outpatient clinic.

- (D) At the time the appointment is being made, patients are to be advised that they will not be treated as registered non-inpatients of the hospital, and that they will be charged by the attending Senior Medical Practitioner/s as well as for diagnostic services ordered by that Senior Medical Practitioner.
- (E) Referrals are to be genuine referrals made at "arm's length", ie the referral letter should be completed before the patient's first appointment is made for an examination, treatment or consultation.

3 FACILITY FEES

- (a) All fees received from the rendering of accounts to private patients seen by Senior Medical Practitioners employed in a Level 2, 3, 4 or 5 arrangement pursuant to Clause 2, Private Practice Arrangements of this Determination shall be paid into the Private Practice Trust Fund.
- (b) From the fees paid into the Private Practice Trust Fund, facility fees (to compensate for the provision of services and the use of facilities used in generating such private practice fees), as a percentage of the gross fees received, shall be paid to the Employer as a first charge against the Private Practice Trust Fund.
- (c) The facility fees paid in accordance with authorised arrangements as at the date of this Determination shall continue to apply without variation until the review outlined in subclause (d) below is completed. For the purposes of this clause, "authorised arrangements" shall mean Department of Health Circular No. 1977/15 (as amended by 1978/236), or schedules of fees attached to enterprise agreements approved by the Director-General, or any specific variations to facility fees approved by the Director-General.
- (d) The parties agree that a review of facility fees will be completed within 12 months of the making of this Determination. Upon completion and implementation of the review the facility fees identified in the review will apply to all Senior Medical Practitioners.

4 **ABNORMAL WORKING HOURS AND RECALL**

- (a) It is acknowledged and recognised that Senior Medical Practitioners are required to be available for reasonable on call and recall outside of their Normal Duties and that there is a component within the salary which reflects this.
- (b) The parties agree that some Senior Medical Practitioners may be required to work in excess of Normal Duties and reasonable on call/recall to provide direct patient care.
- (c) Where a Senior Medical Practitioner is required to work in excess of Normal Duties and reasonable on call/recall to provide direct patient care, the Employer, in conjunction with the affected Senior Medical Practitioner, will review the work pattern of the Senior Medical Practitioner to reduce the number of hours. The review will attempt to reduce the number of hours worked by the Senior Medical Practitioner to conform with sub-clause (a) and the reduction may be achieved by means of time in lieu or other variations in Normal Duties as agreed between the Senior Medical Practitioner and the Employer.
- (d) In the first instance every effort should be made to reduce the number of hours. However, in those exceptional circumstances where the hours worked by the Senior Medical Practitioner cannot be reduced in accordance with sub-clause (c) and this work:
- is required by the Employer, and
 - relates to direct patient care, and
 - occurs in accordance with subclause (e) below,

the hours may be determined to be abnormal and an additional payment may be authorised by the Chief Executive Officer.

- (e) Subclause (d) above only applies when a Senior Medical Practitioner is regularly required by the employer to work abnormal hours over a six month period. In these circumstances, a payment of up to 5% of the rate applicable to a Senior Medical Practitioner under a Level 1 arrangement (including the Special Allowance and allowance for the assignment of Private Practice earnings), as provided for in Clause 2 of this Determination, may be authorised. Any such payment will be subject to review every six months.

The review should again attempt to reduce the number of hours worked by the Senior Medical Practitioner to conform with subclause (a).

Following approval by the Chief Executive Officer, payments may commence at the commencement of this Determination where a review of the hours worked in the 6 months immediately preceding this Determination revealed that the Senior Medical Practitioner worked abnormal hours in accordance with subclause (d).

- (f) Where the six monthly review identifies an exceptionally high level of abnormal hours which cannot be reduced, the Chief Executive Officer may submit all relevant details of that individual case to the Director-General. The submission should include evidence of how the allowance can be demonstrated to be cost neutral in accordance with Department of Health guidelines, as amended from time to time. In such cases, the Chief Executive Officer may recommend payment of up to 10% of the rate applicable to a Senior Medical Practitioner under a Level 1 arrangement (including the Special Allowance and allowance for the assignment of Private Practice earnings), as provided for in Clause 2 of this Determination.

Upon commencement of this Determination the Chief Executive Officer may immediately make application to the Director-General for approval to pay the allowance to a Senior Medical Practitioner where a review of the hours worked by the Senior Medical Practitioner in the 6 months immediately preceding the date of making this Determination revealed that an exceptionally high level of abnormal hours were worked by the Senior Medical Practitioner.

In making the application the Chief Executive Officer may recommend that payment of the allowance should commence from a time agreed between the Senior Medical Practitioner and the Chief Executive Officer, but in any case the payment shall not commence earlier than the date of ratification of the Award.

This recommendation must include details of the cost neutral basis of such a payment. This payment would be made instead of, not in addition to, the payment described in subclause (e) above.

- (g) The payments provided under (e) and (f) above shall not be paid to more than 10% of the Senior Medical Practitioners employed by the Employer at any one time without the written approval of the Director-General. Chief Executive Officers who believe that the 10% figure is inappropriate because they employ only a small number of Senior Medical Practitioners should make a written submission to the Director-General about appropriate parameters for the payment of the allowance.

- (h) The payments provided under (e) and (f) above shall not count as salary for the purposes of calculating any entitlement.

5 TRAINING, EDUCATION AND STUDY LEAVE (excluding Postgraduate Fellows).

- (a) The Parties agree that the Health System has a responsibility to ensure that all Senior Medical Practitioners employed in the Health System have appropriate and equitable access to Training, Education and Study Leave that is relevant to both the Senior Medical Practitioner and the Area.
- (b) Leave Entitlement - The parties agree that Senior Medical Practitioners are entitled to 25 calendar days of Training, Education and Study Leave each year.
- (c) Funding entitlement -
 - (i) The parties agree that Senior Medical Practitioners are entitled to funding for the purpose of Training, Education and Study Leave. Such entitlement shall accumulate to a maximum of the dollar value of two years of entitlement unless otherwise approved by the Chief Executive Officer.
 - (ii) Based on the approved travel and leave arrangements, funds will be paid to the Senior Medical Practitioner on application.
 - (iii) The entitlement for Level 1 Senior Medical Practitioners is outlined in (l) below. The entitlement for Senior Medical Practitioners employed under Levels 2 to 5 is a matter for the trustees of the appropriate Trust Fund to determine having regard to the payment made to Senior Medical Practitioners under Level 1.
 - (iv) Funding will be based on a dollar value to be determined by a committee representative of the parties. The committee will use the formula contained in subclause (l). It is agreed that the amount identified in the Central Sydney Area Health Service Staff Specialists Wages Agreement in respect to the annual sum shall apply to all Senior Medical Practitioners until the committee has reached agreement.
- (d) Senior Medical Practitioners (Fractional Appointments)

- (i) The entitlement to leave and funding for Senior Medical Practitioners who are working pursuant to a Part Time Agreement is pro rata based on the full-time rate.
 - (ii) Senior Medical Practitioners working pursuant to a Part Time Agreement may accumulate the same maximum dollar value as a full-time Senior Medical Practitioner ie accrue two years full time equivalent entitlement as provided for in subclause (c).
 - (iii) The Chief Executive Officer may require a Senior Medical Practitioner who is working pursuant to a Part Time Agreement to take Training, Education and Study Leave at the full-time equivalent daily rate. Alternatively, by agreement with the Chief Executive Officer, a Senior Medical Practitioner who is working pursuant to a Part Time Agreement may take Training, Education and Study Leave at the same part-time daily rate of pay, provided that his/her leave entitlement is not exceeded. Agreement will not be unreasonably withheld. Full-time Senior Medical Practitioners shall take Training, Education and Study Leave, however accrued, at the full-time equivalent daily rate.
 - (iv) Payment of the per diem element of the available funding should match the rate at which Training, Education and Study Leave is taken, eg. a part-time Senior Medical Practitioner who takes Training, Education and Study Leave at the full-time daily rate of pay should also be paid the per diem funding at the full-time daily rates, provided that his/her entitlement is not exceeded.
- (e) Source of Funding
- i) The funding provided for in c) above, will be funded by:
 - 1) the General Fund for Senior Medical Practitioners employed pursuant to Level 1.
 - 2) the appropriate Trust Fund for Senior Medical Practitioners employed pursuant to Levels 2 to 5. The quantum of the funding is a matter for the trustees of the appropriate Trust

Fund to determine having due regard to the payment made to Senior Medical Practitioners under Level 1. Such allocation is to be limited to the ability of the appropriate Trust Fund to meet the allocation.

The funding provided for in c) above is a minimum entitlement. Additional drawings for Senior Medical Practitioners employed pursuant to Levels 2 to 5 will be dependent on the monies available in the appropriate trust Fund.

Note: Any questions about the "appropriate Trust Fund" should be directed to the Workforce Relations Branch of the Department of Health.

(ii) Where a Senior Medical Practitioner has accrued a right to Training, Education and Study Leave with the same Employer partly under Level 1 and partly under Level 2, 3, 4 or 5, he/she shall be entitled to access from the Employer's general fund 1/12th of the annual funding entitlement pursuant to subclause (c) above for each completed month of service under Level 1 (subject to subclause (c) (i) of this Determination), less any funding entitlement already taken. In the cases of Levels 2 to 5, approval must be obtained from the trustees or the body authorised by the trustees, in order for that portion of the funding entitlement accrued under Level 2, 3, 4, or 5 to be accessed.

f) Approval of Leave

Training, Education and Study Leave can be taken for purposes relevant to both the Senior Medical Practitioner and the Employer, at the discretion of the Senior Medical Practitioner, within or outside Australia, subject to approval by the Chief Executive Officer or his/her nominee:

Approval should not be unreasonably withheld.

(g) If a dispute occurs as to the interpretation of this Clause, the matter will be dealt with in accordance with the Issues Resolution, Clause 6 of this Determination.

(h) The Parties agree that leave entitlements to Conference and Study Leave, accrued prior to the commencement of this Determination pursuant to

Circular 90/39 or any Enterprise Agreement, will be transferred in full, to the entitlements accrued pursuant to this Clause.

In respect to leave accrued for study leave purposes a Senior Medical Practitioner who has been employed for less than 5 years will be entitled to a proportionate amount of leave based on his/her length of service less any study leave taken.

(i) Transfer of leave entitlement - a senior medical practitioner who transfers:

- (i) between levels pursuant to Clause 2 of this Determination; or,
- (ii) between Employers in accordance with the provisions of the *Transferred Officers Extended Leave Act*:

will have his/her leave entitlement pursuant to subclause (b) of this clause transferred at the same time on the basis of 25/12 days for each completed month of service, less any leave already taken.

(j) A Senior Medical Practitioner will not be entitled to any entitlement pursuant to this Clause upon retirement, resignation (except as outlined in subclause (i) above), redundancy or dismissal.

(k) This Clause shall not apply to Senior Medical Practitioners participating in Scheme D (current scheme), who shall receive Conference and Study Leave in accordance with circular number 90/39 issued by the Department of Health on 23 May 1990.

(l) Pursuant to Subclause (c) (iv) the funding entitlement will be determined by the committee based on the following:

i) Airfare

1. Total each year based on:

- a) 3/5 of a Qantas round the world business class airfare (including departure tax); and
- b) 1 Qantas Sydney-Perth business class airfare.

2. This money may be used to purchase any number of airfares for the Senior Medical Practitioner provided the total value is not exceeded.
3. On 30 June each year any residual will be indexed by using the average of the airfares on that date divided by the average of the airfares for 30 June of the preceding year.

ii) Perdiem.

1. Total each year based on:
 - a) Overseas: Based on sample of hotel rates and published government incidentals allowances for representative capital cities for 18 days. This should be calculated at June 30 of each year. The calculation should be based on the 10 cities most commonly visited and the 3 hotel chains most commonly used by Senior Medical Practitioners.
 - b) Local: Based on government capital city rates for 7 days available at 30 June.
2. These amounts are totalled each year and may be used in any combination of overseas or local travel.
3. If insufficient funds exist to pay for registration, airfares, or other allowable expenses then all or some of the perdiem may be used for this purpose.
4. On 30 June each year any residual of the funding entitlement will be indexed by multiplying the residual by the total of the assigned value for overseas and Australian perdiems divided by the previous year's total.

iii) Registration.

1. Based each year on:

- a) 1 overseas conference
 - b) 1 Australian conference
 - c) 2 local continuing education meetings.
2. This money may be applied to any number of registrations provided the total entitlement is not exceeded.
 3. On 30 June each year any residual will be indexed by using the assigned value for conference registration divided by the assigned value for the previous year.

(m) Specialist Medical Administrators

A Specialist Medical Administrator employed in accordance with Clause 18 of the Award may make a once-only election for the term of the Award to either:

- (i) accrue the Training, Education and Study Leave funding entitlement pursuant to this clause; or
- (ii) use a motor vehicle consistent with Senior Executive Service guidelines and charges.

The election must be made within one month of the date of commencement of the Award, or the commencement of employment.

If a Specialist Medical Administrator elects option (ii) above, he/she will be entitled to access an amount of Training, Education and Study Leave annual funding entitlement which represents the difference in value between (i) and (ii) above. With regard to the accumulation of the funding entitlement, a Specialist Medical Administrator who elects option (ii) above may accumulate the same dollar value as a Specialist Medical Administrator who elects option (i) above. The number of days of Training, Education and Study Leave available shall be reduced by the same proportion as the annual funding entitlement is reduced.

This provision shall not apply to Senior Medical Practitioners who are not Specialist Medical Administrators employed in accordance with Clause 18 of the Award.

6 ISSUE RESOLUTION

Any disagreement in relation to matters contained within this Determination will be resolved in accordance with the Issue Resolution procedure provided for in Clause 3 of the Award.

SCHEDULE 1 - PRIVATE PRACTICE ARRANGEMENTS

(1)	(2)	(3)	(4)	(5)	(6)	(7)
LEVEL	SALARY	ALLOWANCE	DRAWING RIGHTS	MAXIMUM INCOME	GUARANTEED SUPPLEMENTATION IF INSUFFICIENT BILLING	GUARANTEED SUPPLEMENTATION IF BILLING SUFFICIENT TO ACHIEVE 11% OF SALARY BUT NOT 18% OF SALARY
1	100	20	0	120	N/A	N/A
2	100	14	24	138	up to 11	up to 7
3	100	8	36	144	up to 17	N/A
4	100	N/A	50	150	up to 25	N/A
5	75	N/A	100	175	N/A	N/A

NOTES:

1. All figures are expressed as a percentage of Level 4 salary.
2. For the purposes of this table, "salary" means the award salary plus the 17.4% special allowance.

SCHEDULE 2 - PRIVATE PRACTICE ARRANGEMENTS

1	2	3	4	5
LEVEL/YEAR	SALARY	ALLOWANCE	DRAWING RIGHTS	MAXIMUM INCOME
1/1	88477	17695		106172
1/2	93654	18731		112385
1/3	98821	19764		118585
1/4	104009	20802		124811
1/5	109182	21836		131018
1/Senior	119538	23908		143446
2/1	88477	12387	21234	122098
2/2	93654	13112	22477	129243
2/3	98821	13835	23717	136373
2/4	104009	14561	24962	143532
2/5	109182	15285	26204	150671
2/Senior	119538	16735	28689	164962
3/1	88477	7078	31852	127407
3/2	93654	7492	33716	134862
3/3	98821	7906	35575	142302
3/4	104009	8321	37443	149773
3/5	109182	8735	39305	157222
3/Senior	119538	9563	43034	172135
4/1	88477		44239	132716
4/2	93654		46827	140481
4/3	98821		49411	148232
4/4	104009		52005	156014
4/5	109182		54591	163773
4/Senior	119538		59769	179307
5/1	66358		88477	154835
5/2	70241		93654	163895
5/3	74116		98821	172937
5/4	78007		104009	182016
5/5	81887		109182	191069
5/Senior	89654		119538	209192