

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2004/2467)



**AMA & DENTAL HEALTH SERVICES VICTORIA VISITING SPECIALIST
ANAESTHETISTS AGREEMENT 2003**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 23 APRIL 2004

Certification of Part VLB Division 2 agreement with organisations of employees.

PREAMBLE

This is an application to certify an agreement, to be known as the *AMA & Dental Health Services Victoria Visiting Specialist Anaesthetists Agreement 2003*, that is made pursuant to S.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Mr R. Felmingham for the Australian Salaried Medical Officers Federation (ASMOF) and intervening for the Australian Medical Association (AMA), and Mr T. James for Dental Health Services Victoria (DHSV), and having read the statutory declarations of Robert Walter Croft filed on behalf of DHSV and Geoffrey O'Kearney filed on behalf of the ASMOF, I am satisfied that the agreement filed is about matters pertaining to the relationship between an employer in Victoria that is carrying on a part of a single business and employees in Victoria employed by the employer in the part of the single business and whose employment is subject to the agreement. I am also satisfied that the union has at least one member employed in the part of the single business to which the agreement relates and is entitled to represent the industrial interests of its member.

I am also satisfied that:

- the agreement passes the no disadvantage test;
- the agreement was made in accordance with S.170LJ and a valid majority of persons employed at the time whose employment would be subject to the agreement genuinely approved the agreement;
- the explanation of the terms of the agreement was appropriate having regard to the persons' particular circumstances and needs;
- the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;

- the agreement specifies a nominal expiry date which is not more than three years after the date on which the agreement will come into operation.

I am also satisfied that there are no reasons set out in S.170LU of the Act why I should refuse to certify the agreement.

Accordingly, the agreement will be certified to operate in accordance with its terms from 23 April 2004.

Although the AMA, an association not registered under the Act, is a party to the agreement, this does not detract from the fact that the agreement is made pursuant to S.170LT between an employer and an organisation of employees. The certification only extends to the employer and the registered organisation of employees.

CERTIFICATION OF AGREEMENT

In accordance with S.170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached agreement between DHSV on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 23 April 2004.

BY THE COMMISSION



SENIOR DEPUTY PRESIDENT

Appearances:

R. Felmingham on behalf of the ASMOF and the AMA.

T. James on behalf of the DHSV.

Hearing details:

2004.
Melbourne:
April, 23.

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
WORKPLACE RELATIONS ACT 1996

Certified Agreement under
Section 170 LJ and Section 494 of the Act

CERTIFIED AGREEMENT

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement will be known as the AMA & Dental Health Services Victoria
Visiting Specialist Anaesthetists Agreement 2003.

2. ARRANGEMENT

Part 1 - Application and operation of agreement

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- 35. Jury Service

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3. OPERATION AND DURATION

This Agreement shall remain in force under the terms of Part VIB of the Workplace Relations Act 1996 until 31 December 2005.

4. PARTIES BOUND

4.1 This agreement binds:

4.1.1 the Australian Medical Association (Victoria) limited (AMA), its officers and its members, who are employed under this Agreement;

and

4.1.2 the Australian Salaried Medical Officers Federation (ASMOF), its officers and its members; who are employed under this Agreement;

and

4.1.3 employees who are employed under this agreement whether members or not of the AMA or ASMOF

and

4.1.4 Dental Health Services Victoria (DHSV)

5. INCIDENCE OF AGREEMENT

This Agreement applies in respect of DHSV employees who are employed as Visiting Specialist Anaesthetists (VSAs) by Dental Health Services Victoria.

6. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

If there is any inconsistency between the terms of this Agreement and the DHSV By-Laws, Resolutions, Codes of Conduct and/or policies, the Agreement shall prevail.

7. CONTINUITY OF EMPLOYMENT

7.1 Nothing in this Agreement affects the continuity of employment of the Visiting Specialist Anaesthetist for the purpose of any entitlements.

7.2 If DHSV employed the VSAs prior to certification of this Agreement, then the VSAs leave entitlements which have accrued during that period of service with the DHSV will be recognised by DHSV, and those accrued entitlements will not be diminished in any way.

8. OTHER RIGHTS UNAFFECTED

The rights created under this Agreement are not intended to affect any rights which either the VSA and the DHSV may have apart from this Agreement.

9. GENERAL DEFINITIONS

9.1 Association means the Australian Medical Association (Victoria) Limited.

9.2 Commission means the Australian Industrial Relations Commission.

9.3 DHSV means Dental Health Services Victoria

9.4 Executive Specialist means a person appointed as such by DHSV.

An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.

Examples of such responsibility could include:

- Responsibility over a range of units/departments
- Direct supervision of a number of Principal Specialists Level 2
- Required to serve on the Executive Management Team of the Hospital
- Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

Executive Specialist roles will only be utilised in major teaching Hospitals and then only where the organizational structure contains such a role and a suitable candidate is available to fill it.

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- 9.5 Higher Qualification means a qualification appropriate to the specialty in which a VSA is employed conferred upon the VSA by a University, Medical School or Learned College including:
- postgraduate degrees and diplomas of Universities;
 - membership or fellowship of a College or Association of Specialists;
 - any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which a VSA is employed.

- 9.6 VSA means a registered Visiting Specialist Anaesthetist who is employed as specialist, senior specialist, principal specialist or executive specialist.

- 9.7 Principal specialist means a VSA appointed as such by DHSV.
In addition to the qualifications for a Specialist role they must have
- not less than nine years practical experience in that specialty after obtaining the higher qualification, or
 - sufficient experience in the specialties to satisfy DHSV that the appointment is warranted.

Where the VSA has a first specialist qualification and is undergoing further specialist training, the time spent since acquiring their first specialist qualification shall be counted as experience within this and any higher classification.

- 9.8 Specialty means a field of work requiring the application of special experience and qualifications in a particular branch of medicine.

- 9.9 Specialist means a VSA who possesses a higher qualification appropriate to the specialty in which they are employed or has sufficient experience in their specialty to satisfy the hospital that the appointment is warranted.

- 9.10 Senior specialist means a VSA who in addition to the qualifications for a Specialist role has

- not less than three years practical experience in that specialty after obtaining the higher qualification, or
- sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.

Where the VSA has a first specialist qualification and is undergoing further specialist training, the time spent since acquiring their first specialist qualification shall be counted as experience within this and any higher classification.

- 9.11 Hourly rate means the rate set out in Clause 23 - Wages.

- 9.12 Visiting Medical Officer means a VSA employed on an hourly basis for less than 38 hours per week.

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this agreement to achieve the principal object in s.3(j) of the *Workplace Relations Act 1999* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

10.3 Nothing in this clause is taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

10.3.2 junior rates of pay;

10.3.3 a VSA, DHSV or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

10.3.4 the exemptions in s.1 100CK (3) and (4) of the Act.

11. SAVINGS AND NO EXTRA CLAIMS

11.1 Savings

Nothing in this agreement will affect any current superior term or condition of employment.

11.2 No Extra Claims

11.2.1 The AMA/ASMOF, VSA's and DHSV bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

11.2.2 Subject to DHSV meeting its obligations to consult arising under this agreement, this Agreement or a contract of employment binding on DHSV, it is not the intent of this provision to inhibit, limit or restrict an DHSV's right or ability to introduce change at the workplace.

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PART 2 - ENTERPRISE ISSUES

12 PHYSICAL WORKING CONDITIONS

12.1 It is agreed that the following infrastructure standards should be met

- access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently
- access to the library and all of its resources
- reserved car parking paid for by DHSV and available for VSA's on on-call and recalled. The parking spaces must be well lit and in a secure place within 500 metres from the front door of DHSV's main entrance
- access to Internet and e-mail facilities for work purposes
- office available for private discussion with patient's relatives
- access to security escort at night

12.2 Where this is currently not the case DHSV, Department of Human Services and the AMA/ASMOF will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

13. PROVISION OF MOBILE TELEPHONES

When DHSV requires a VSA to be in telephone contact for work purposes, DHSV must provide a fully funded mobile phone for the VSA's work use; or fully reimburse the VSA for all reasonable and actual costs incurred by the VSA when making or receiving work related telephone calls.

14 TELEPHONE CALL PROTOCOLS

14.1 DHSV must introduce a protocol to govern the use of telephone consultations with VSAs who are on-call. The protocol must include the following governing points

- That the introduction of the on-call allowance will not lead to an increased incidence of telephone calls being made to VSAs, particularly in comparison with other health professionals
- That the incidence of trivial or unnecessary telephone calls is controlled

14.2 The form and application of the protocol may be reviewed at the request of the AMA to ensure its effectiveness.

PART 3 - EMPLOYMENT RELATIONSHIP

15 TYPE OF EMPLOYMENT

VSAs under this agreement will be employed to work a specified number of hours per week (otherwise known as a "fractional allocation") under a fixed term or ongoing contract of employment.

16 VARIATION OF FRACTIONS AND NON RENEWAL OF CONTRACTS

Variation of fractions and non renewal of contracts will not be harsh, unjust or unreasonable, and contracts of no less than three (3) years are standard save for identifiable and appropriate circumstances. Appropriate circumstances do not include circumstances where a short term contract extension is used as a device to avoid responsibilities under what is in effect an ongoing employment relationship.

17 ALTERATION IN HOURS OF WORK

17.1 The work hours of VSAs can be changed either at the end of a contract period or, where allowed by the contract, with appropriate notice during the contract period.

17.2 Where a change proposed during a contract period is of such magnitude that it alters the fundamental nature of the contract and the VSA does not agree to the change, then the entire contract of employment will be terminated as a retrenchment and the VSA will be entitled to the normal DHSV practice in relation to retrenchment notice periods and payments.

17.3 A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract.

18 FRACTIONAL ALLOCATION

18.1 The method of fractional allocation for VSAs should be as per the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

18.2 All VSAs, in conjunction with DHSV management should determine their DHSV workload on a monthly basis. Activities to be specifically considered are listed below. Not all areas may be applicable to all specialists.

18.2.1 • Direct Public Patient Care and Related Activities
Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.

18.2.2 • Management / Administrative Responsibilities
Duties associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.

18.2.2.(a) • DHSV Meetings.

Attendance at meetings constituted by DHSV or at the request of DHSV, including for example:

When appointed to represent the medical staff on a DHSV committee;

When appointed to represent DHSV management on a committee;

Business or management meetings of a unit/department/division;
Routinely scheduled meetings with administration;
Meetings of the medical staff group when related to DHSV business.

18.2.2.(b) • Participation in Quality Assurance Activities as Required by
DHSV

Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is:

- Attendance at committees established under ACHS guidelines
- Inter-unit clinical meetings e.g Grand Rounds

18.3 When calculating the actual fraction it will be clear that some aspects of the routine workload occur more frequently than others. For instance, meetings may occur monthly whereas ward rounds may occur daily or a couple of times a week. Calculations should take account of weekly rosters being transposed on a monthly basis.

19 PERFORMANCE MANAGEMENT

VSA's are committed to participating in DHSV Performance Management Program.

20 MAJOR CHANGE PROCESSES:

DHSV agrees that if it was decided to introduce major organisational change or new technology that is likely to significantly affect VSA's, then DHSV will consult the VSA's and:

- provide a proposed timetable for and all relevant documentation about the proposed changes;
- advise the VSA's concerned of the reasons for the change and likely effect of such change;
- discuss measures to mitigate any adverse effects on the VSA's; and
- give prompt consideration to any matters raised by the VSA's with respect to the proposed change.

21. TERMINATION OF EMPLOYMENT

21.1 Either DHSV or the VSA may terminate the contract of employment by giving three months written notice to the other party.

21.2 Payment in lieu of the notice prescribed in clause 21.1 will be made if the appropriate notice period is not given. Provided that employment may be

terminated by part of the period of notice specified and part payment in lieu of the remaining period.

- 21.3 Failure by either the VSA or DHSV to provide sufficient notice will result in the disadvantaged party being entitled to receive from the other an amount equal to the unworked notice.
- 21.4 In calculating any payment in lieu of notice, the wages to be used will be those the VSA would have received in respect of the ordinary time worked during the period of notice had the VSA employment not been terminated.
- 21.5 The period of notice in this clause shall not apply where the conduct of a VSA justifies instant dismissal, or commits a serious breach of any of the provisions of this Agreement or

21.5.1 Is guilty of any serious misconduct or neglect in the discharge of duties.

21.5.2 Ceases to hold current registration as required by the Medical Practice Act or ceases to hold membership of a recognised medical defence organisation.

21.5.3 Be found to have engaged in unprofessional conduct of a serious nature pursuant to section 50 of the Medical Practice Act 1994 or if any limitation, condition or restriction is imposed on the practice of the VSA by the VSAs Board of Victoria.

21.5.4 Fails to meet the standards reasonably required by DHSV in respect of the continuing education of the VSA.

21.5.6 Becomes of unsound mind.

~~21.5.7 Is found~~ 21.5.7 Is found guilty of any criminal offence, which in the reasonable opinion of DHSV affects the VSA as an employee of DHSV.

22. RECORD OF SERVICE

22.1 DHSV will record the following particulars in respect of each VSA:

- date of commencement;
- date of termination;
- total period of service (years and months);
- long service leave taken during the period of service, or payments made; and
- accumulated sick leave at termination.

22.2 On request, a copy of the record will be furnished to the VSA upon termination.

PART 4 - WAGES AND RELATED MATTERS

23. WAGES

23.1 In the following tables the abbreviation "HPW" refers to the fractional allocation in accordance with Clause 18 expressed as Hours per Week

23.2 Remuneration entitlements (VSAs) per hour from the first pay period to commence on or after 1 July 2002.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$ 102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$ 105.85
Principal Specialist					
Level 1 Bottom of Range	\$102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$109.30
Level 1 Top of Range	\$105.50	\$ 106.40	\$ 109.00	\$110.80	\$113.00
Level 2	\$105.50	\$ 106.40	\$ 109.00	\$110.80	\$113.00
Executive Specialist					
Bottom of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Top of Range	\$120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$129.20

23.3 Remuneration entitlements (VSAs) per hour from the first pay period to commence on or after 1 January 2003.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20

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7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$105.50
9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$109.00

Principal Specialist

Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40

Executive Specialist

Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

23.4 Remuneration entitlements (VSAs) per hour from the first pay period to commence on or after 1 January 2004.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$105.00
8th year as Specialist	\$101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$108.70
9th year as Specialist and thereafter	\$104.90	\$ 105.70	\$ 108.40	\$110.20	\$112.30
Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 134.00	\$ 134.60	\$137.10

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23.5 Remuneration entitlements (VSAs) per hour from the first pay period to commence on or after 1 January 2005.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 134.80	\$ 136.00	\$ 138.60	\$141.20

23.6 On-call Payment

A VSA who is rostered on call will receive an allowance equivalent to 20% of the hourly rate. The on call allowance will be increase for the life of the agreement as per salary increases provided for in clause 23.

23.7 Recall Payment

A VSA who is recalled to duty will receive payment at the rate of one and half times ordinary hours salary for the first two hours worked and then double time thereafter.

23.8 Transportation When Recalled To Duty

A VSA recalled who does not use personal transport will be provided at the expense of DHSV with suitable return transport.

24. SUPERANNUATION

24.1 Relevant legislation

The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively, the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

24.2 Definitions

24.2.1 Complying superannuation fund means a fund which complies with the superannuation legislation.

24.2.2 Ordinary time earnings means remuneration for a VSA weekly number of hours of work calculated at the ordinary time rate of pay, including the cash value of any deduction for Board and Lodging, shift work premiums and Saturday and Sunday premiums, where they are a part of regular work.

24.3 DHSV contributions

DAS must, in accordance with the governing rules of the relevant Fund, make such superannuation contributions for the benefit of a VSA as will avoid DHSV being required to pay superannuation guarantee charge under the superannuation legislation with respect to that VSA. For the purposes of the superannuation legislation, a VSA's ordinary time earnings are intended to provide that VSA's notional earnings base.

24.4 Paid absences

Contributions will continue during periods of paid leave, including during any period in respect of which a VSA is entitled to receive accident pay in accordance with 24.3. Contributions will not be paid in respect of accrued annual leave paid on termination.

24.5 Unpaid absences

Contributions will not be paid whilst a VSA is absent on unpaid leave.

25 SALARY PACKAGING

VSA's are permitted to salary package in accordance with the Salary Packaging policy of DHSV. This policy may be amended without notice to reflect the impact of legislative change. If changes to legislation result in the cost of this arrangement to DHSV increasing, then any continuation of a salary packaging arrangement will be

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dependant on the participating VSA meeting any additional costs, including taxation, associated with such changes:

PART 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

26. ANNUAL LEAVE

26.1 A VSA shall be entitled to four weeks annual leave without deduction of pay on completion of each year of service in DHSV.

26.2 Time of taking leave

Annual leave will be taken at a mutually agreed upon time within a period not exceeding six months from the date when the annual leave accrued.

26.3 Proportionate leave on termination

A VSA whose employment is terminated with less than twelve month's service in any qualifying twelve monthly period will be granted pro rata leave or payment in lieu.

27. SICK LEAVE

27.1 A VSA is entitled to 5.6 weeks per year sick leave paid pro rata to the percentage of Equivalent Full Time worked by the Practitioner

27.2 The VSA may be required to produce a Medical Certificate for any sick leave of greater than 2 days duration.

28. BEREAVEMENT LEAVE

28.1 A VSA is entitled to up to two days bereavement leave if a member of the VSA's immediate family or household in Australia dies or is seriously ill.

28.2 Where a VSA has exhausted their annual bereavement leave entitlement, including accumulated entitlements, they will be entitled to two days unpaid bereavement leave.

28.3 Proof of such death or illness shall be furnished by the VSA to the satisfaction of DHSV, if requested.

29. LONG SERVICE LEAVE

29.1 Entitlement

29.1.1 A VSA shall be entitled to long service leave with pay, in respect of continuous service with Institutions or Statutory Bodies in accordance with the provisions of this clause.

29.1.2 The amount of such entitlement will be:

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- 29.1.2(a) on the completion by the VSA of fifteen years' continuous service, six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;
- 29.1.2(b) in addition, in the case of a VSA who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the VSA, an amount of long service leave equal to one-thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under 27.1.2(a);
- 29.1.2(c) in the case of a VSA who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals $\frac{1}{27}$ th of the period of service.

29.2 Service entitling to leave

29.2.1 The service of a VSA shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by 29.1.

29.2.2 Service also includes all periods during which a VSA was serving in Her Majesty's Forces or was made available by DHSV for National Duty.

29.2.3 When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.

29.2.4 Where a business is transmitted from DHSV (the transmitter) to another employer (the transmittee) a VSA who worked with the transmitter and who continued in the service of the transmittee shall be entitled to count her/his service with the transmitter as service with the transmittee for the purposes of this clause.

29.2.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding:

29.2.5(a) the taking of any annual leave or Long Service Leave or other paid leave approved in writing by DHSV and not covered by clauses 29.2.5(b) and 29.2.5(d);

29.2.5(b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 27 - Sick Leave;

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- 29.2.5(c) any interruption or ending of the employment by DHSV if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - 29.2.5(d) any leave of absence on account of injury arising out of or in the course of the employment of the VSA for a period during which payment is made under clause 27 - Sick Leave;
 - 29.2.5(e) any leave of absence of the VSA where the absence is authorised in advance in writing by DHSV to be counted as service;
 - 29.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
 - 29.2.5(g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the VSA's allowable period of absence from employment. A VSA's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or sick leave which the VSA actually receives on termination or for which the VSA is paid in lieu;
 - 29.2.5(h) the dismissal of a VSA if the VSA is re-employed within a period not exceeding two months from the date of such dismissal;
 - 29.2.5(i) any absence from work of a female VSA for a period not exceeding twelve months in respect of any pregnancy;
 - 29.2.5(j) any other absence of a VSA by leave of DHSV, or on account of injury arising out of or in the course of his employment not covered by 29.2.5(d).
- 29.2.6 In-calculating the period of continuous service of any VSA, any interruption or absence of a kind mentioned in clauses 29.2.5(a) to 29.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 29.2.5(e) to 29.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by DHSV.
- 29.2.7 The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the VSA concerned.

29.3 Payment in lieu of long service leave on the death of a VSA

Where a VSA who has completed at least ten years' service dies while still in the employ of DHSV, DHSV shall pay to such VSA's personal representative, a sum equal to the pay of such VSA for one-thirtieth of the period of the VSA's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the VSA.

29.4 Payment for period of leave

29.4.1 Payment to a VSA in respect of long service leave will be made in one of the following ways:

29.4.1(a) in full in advance when the VSA commences leave; or

29.4.1(b) at the same time as payment would have been made if the VSA had remained on duty; or

29.4.1(c) in any other way agreed between DHSV and the VSA.

29.4.2 Where the employment of the VSA is for any reason terminated before taking long service leave to which the VSA is entitled or where any long service leave accrues to a VSA pursuant to 29.1.2(b), the VSA will, subject to the provisions of 29A3, be entitled to pay in respect of such leave as at the date of termination of employment

29.4.2(a) Where any long service leave accrues to a VSA pursuant to 29.1.2(a), the VSA will be entitled to pay in respect of such leave as at the date of termination of employment.

29.4.2(b) Provided in the case of a VSA who accrues entitlement pursuant 29.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:

29.4.2(b)(i) such a VSA may in writing request payment in respect of such leave to be deferred until after the expiry of the VSA's allowable period of absence from employment provided in 29.1.5(g).

29.4.2(b)(ii) except where the VSA gives notice in writing that the VSA has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the VSA's allowable period of absence from employment;

29.4.2(b)(iii) where a VSA gives notice in writing that the VSA has been employed by another Institution or Statutory Body, DHSV is no longer required to make payment to the VSA in respect of such leave.

29.4.3 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the VSA, the VSA will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

29.5 Taking of leave

29.5.1 When a VSA becomes entitled to long service leave, such leave will be granted by DHSV within six months from the date of the entitlement but the taking of such leave may be postponed to such date as is mutually agreed.

29.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.

29.5.3 If DHSV and a VSA so agree:

29.5.3(a) the first six months long service leave to which a VSA becomes entitled may be taken in two or three separate periods; and

29.5.3(b) any subsequent period of long service leave to which the VSA becomes entitled may be taken in two separate periods;

29.5.4 DHSV may by agreement with a VSA grant long service leave to the VSA before entitlement to that leave has accrued; provided that such leave will not be granted before the VSA has completed ten years' service.

29.5.4(a) Where the employment of a VSA who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, DHSV may, from whatever remuneration is payable to the VSA upon termination, deduct and withhold an amount in respect of the leave in advance.

29.6 Definitions

For the purposes of this clause the following definitions apply:

29.6.1 Pay means remuneration for a VSA weekly hours of work averaged over the preceding two years of employment calculated at the VSA ordinary time rate of pay provided in clause 21 - Wages, at the time leave is taken or (if the VSA dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to the VSA ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a VSA during his period of leave and where a deduction is made for the rental pursuant to the Board and Lodging clause, such amount shall be deducted from the pay for the period of leave.

29.6.2 Month means a calendar month. For example:

29.6.2(a) a month commencing on 15 April will end at the close of business on 14 May; and

29.6.2(b) a month commencing on 31 October will end at the close of business on 27 November.

29.6.3 **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988*.

29.6 A **Statutory body** means the Department of Human Services Victoria.

29.6,5 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding interpretation.

30. PARENTAL LEAVE

30.1 Definitions

30.1.1 For the purpose of this clause **child** means a child of a VSA under the age of one year except for adoption of a child where 'child*' means a person under the age of five years who is placed with the VSA for the purposes of adoption, other than a child or step-child of the VSA or of the spouse of the VSA or a child who has previously lived continuously with the VSA for a period of six months or more.

30.1.2 Subject to 30.1.3, in this clause, **spouse** includes a de facto or former spouse.

30.1.3 In relation to 30.5, spouse includes a de facto spouse but does not include a former spouse.

30.2 Basic entitlement

30.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For female, maternity leave may be taken and for males, paternity leave may be taken. Parental leave is unpaid except that six (6) weeks of maternity leave will be on full pay and one (1) paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.

30.2.2 Subject to 30.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

30.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

30.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

30.3 Maternity leave

30.3.1 A VSA must provide notice to DHSV in advance of the expected date of commencement of parental leave. The notice requirements are:

30.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)
- at least ten weeks;

30.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

30.3.2 When the VSA gives notice under 30.3.1(a) the VSA must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

30.3.3 A VSA will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

30.3.4 Subject to 30.2.1 and unless agreed otherwise between DHSV and VSA, a VSA may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

30.3.5 Where a VSA continues to work within the six week period immediately prior to the expected date of birth, or where the VSA elects to return to work within six weeks after the birth of the child, DHSV may require the VSA to provide a medical certificate stating that she is fit to work on her normal duties.

30.3.6 Special-maternity leave

30.3.6(a) Where the pregnancy of a VSA not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the VSA may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

30.3.6(b) Where a VSA is suffering from an illness not related to the direct consequences of the confinement, a VSA may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

30.3.6(c) Where a VSA not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity

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leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

- 30.3.7 Where leave is granted under 30.3.4, during the period of leave a VSA may return to work at any time, as agreed between DHSV and the VSA provided that time does not exceed four weeks from the recommencement date desired by the VSA.

30.4 Paternity leave

- 30.4.1 A VSA will provide to DHSV at least ten weeks prior to each proposed period of paternity leave, with:

30.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

30.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

30.4.1(c) a statutory declaration stating:

30.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

30.4.1 (c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

30.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with this agreement.

- 30.4.2 The VSA will not be in breach of 30.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

30.5 Adoption leave

- 30.5.1 The VSA will notify DHSV at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A VSA may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the VSA, the adoption of a child takes place earlier.

- 30.5.2 Before commencing adoption leave, a VSA will provide DHSV with a statutory declaration stating:

30.5.2(a) the VSA is seeking adoption leave to become the primary care-giver of the child;

- 30.5.2(b) particulars of any period of adoption leave sought or taken by the VSAs spouse; and
- 30.5.2(c) that for the period of adoption leave the VSA will not engage in any conduct inconsistent with this agreement.
- 30.5.3 DHSV may require a VSA to provide confirmation from the appropriate government authority of the placement.
- 30.5.4 Where the placement of child for adoption with a VSA does not proceed or continue, the VSA will notify DHSV immediately and DHSV will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 30.5.5 A VSA will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 30.5.6 A VSA seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The VSA and DHSV should agree on the length of the unpaid leave. Where agreement cannot be reached, the VSA is entitled to take up to two days unpaid leave. Where paid leave is available to the VSA, DHSV may require the VSA to take such leave instead.

30.6 Variation of period of parental leave

Unless agreed otherwise between DHSV and VSA, a VSA may apply to DHSV to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

30.7 Parental leave and other entitlements

A VSA may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

30.8 Transfer to a safe job

- 30.8.1 Where a VSA is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the VSA make it inadvisable for the VSA to continue at her present work, the VSA will, if DHSV deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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- 30.8.2 If the transfer to a safe job is not practicable, the VSA may elect, or DHSV may require the VSA to commence parental leave for such period as is certified necessary by a registered medical practitioner.

30.9 Returning to work after a period of parental leave

- 30.9.1 A VSA will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 30.9.2 A VSA will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a VSA transferred to a safe job pursuant to 30.8, the VSA will be entitled to return to the position they held immediately before such transfer.
- 30.9.3 Where such position no longer exists but there are other positions available which the VSA is qualified for and is capable of performing, the VSA will be entitled to a position as nearly comparable in status and pay to that of their former position.

30.10 Replacement employees

- 30.10.1 A replacement VSA is a VSA specifically engaged or temporarily promoted or transferred, as a result of a VSA proceeding on parental leave.
- 30.10.2 Before DHSV engages a replacement VSA, DHSV must inform that person of the temporary nature of the employment and of the rights of the VSA who is being replaced.

31. SABBATICAL LEAVE

- 31.1 For the purposes of this clause only, the following definitions shall apply -

31.1.1 VSA means:

A Senior Specialist, Principal Specialist or Executive Specialist who has been engaged in medical undergraduate or postgraduate teaching or research with DHSV for the period specified as entitling him/her to sabbatical leave

- 31.1.2 Salary or Wage shall mean the VSAs salary or wage (including allowances) at the time leave is taken.

- 31.1.3 Service shall mean service from the date of first entering employment with DHSV or Statutory Body (whether or not DHSV or Statutory Body has been transmitted from one employer to another during the period of such employment), and shall include all periods of paid leave including all periods during which the VSA was serving in Her Majesty's Forces or was made available by DHSV or Statutory Body for National Duty.

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31.1.4 Where, for the sole purpose of undertaking a course of study or research related to his work, a VSA is with the written approval of DHSV or Statutory Body absent without pay for up to but not exceeding 52 weeks, the absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing an entitlement to sabbatical leave.

31.2 Subject to the provisions set out in clause 31.3, a VSA after the completion of a period of six years' continuous service shall be entitled to leave of absence.

31.3 Entitlement

31.3.1 A VSA who has been in the service of DHSV for the period specified in clause 31.2 shall be entitled to a maximum of 26 weeks¹ leave of absence on full salary or wages.

31.3.2 Sabbatical Leave may be taken in two periods of up to 13 weeks duration which are taken within 2 years of each other.

31.3.3 The sabbatical leave shall be given as soon as practicable having regard to the needs of DHSV, but the taking of such leave may be postponed to a mutually agreed date.

31.3.4 The VSA application for sabbatical leave shall be in writing and shall contain adequate details of the proposed programme of study or research.

31.3.5 Where DHSV does not approve the VSA programme of study or research within three months of the written application and details, DHSV shall refer the matter to the DHSV Credentials and Clinical Privileges Committee. DHSV and the VSA shall comply with the written advice of the Credentials and Clinical Privileges Committee except that it may be varied by mutual agreement between DHSV and the VSA.

31.3.6 Where a VSA has served as a Specialist, and such service is continuous with his service as a practitioner, a maximum of three years' service as a Specialist shall be counted in aggregating his eligibility for sabbatical leave under this clause.

31.3.7 Where a VSA proceeds on sabbatical leave of less than 26 weeks' duration, the VSA shall be deemed to have received his full entitlement under this clause and he shall not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any). The absence of a VSA on sabbatical leave shall be prima facie evidence that he/she has received his/her full entitlement under this clause. Where Sabbatical Leave is taken in two periods of 13 weeks as allowed under clause 31.3.2 the provisions of this clause will apply to each 13 week period.

31.3.8 Where a VSA has proceeded on sabbatical leave, a subsequent qualifying period as specified in clause 31.2 shall not commence to run until the date

of the VSAs return to duty following sabbatical leave; provided that where by mutual agreement a VSA has delayed the taking of sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave shall be included as part of a subsequent qualifying period.

32. PUBLIC HOLIDAYS

32.1 Entitlement to public holidays

- 32.1.1 Employees, other than casuals, employed under this agreement shall be entitled to the following public holidays:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

32.2 Public holidays falling on a weekend

- 32.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

- 32.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

- 32.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the following Monday.

32.3 Easter Saturday

A VSA who ordinarily works Monday to Friday and who does not work on Easter Saturday (Easter Eve) is entitled to one days pay, or by mutual consent may take one day off in lieu within four weeks following that day or have one day added to annual leave.

32.4 Additional payment

A VSA who is required to work on a day specified in clauses 32.1 and 32.2, in addition to payment for the time so worked at ordinary time rates is entitled to one and one half days off which shall be added to the VSA's annual leave, or by mutual agreement one and one half days without loss of pay may be taken at some other time.

33 PERSONAL LEAVE

If a VSA satisfies his or her immediate superior that he/she is unable to attend work due to a significant personal reason (which may include providing care or support for a spouse, de facto spouse, partner, parent, parent in-law, child,

grandchild, sibling, grandparent, or significant other) the VSA may take up to five days of paid leave in any one year. A VSA may be required to submit a statutory declaration which shall be retained by DHSV as a confidential record to be destroyed 12 months after the conclusion of the calendar year to which it relates. An entitlement to personal leave shall not accumulate from year to year and the VSA's accrued sick leave entitlement will be reduced by the amount of personal leave taken.

34 ACCIDENT PAY

34.1 Definitions

34.1.1 Accident pay

34.1.1 (a) Accident pay - Total Incapacity

Accident pay in respect of a VSA deemed to be totally incapacitated under the Act means a weekly payment of an amount representing the difference between:

- the total amount of compensation paid under Part IV of the Act for the week in question, and
- the rate payable under this Agreement.

34.1.1(b) Accident pay - Partial Incapacity

Accident pay in respect of as such deemed to be partially incapacitated under the Act means a weekly payment of an amount representing the difference between:

- the total amount of - compensation paid under Part IV of the Act for the period in question together with the average weekly amount the VSA is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the WorkCover Authority or as agreed between the parties), and
- the rate payable under this Agreement.

- 34.1.1(b)(i) The rate will be the same as that applying for a total incapacity. However, where a VSA receives a weekly payment under this clause and the payment is subsequently reduced pursuant to the Act, the reduction will not increase the liability of DHSV to increase the amount of accident pay in respect of that injury.

- 34.1.1(c) Where a VSA receives accident pay and the pay is payable for incapacity for part of a week, the amount will be a direct proportion.

34.1.2 Act

34.1.2(a) Act means the *Accident Compensation Act 3385 (Vic)*.

34.1.2(b) Where an entitlement to accident pay arises under this Agreement any reference to the *Accident Compensation Act 3385 (Vic)* will be deemed to include a reference to the *Workers Compensation Act 3358 (Vic)*.

34.1.3 Injury

Injury has the same meaning and application as applying under the Act. No injury will result in the application of accident pay unless an entitlement exists under the Act.

34.2 Entitlement to Accident pay

34.2.1 DHSV will pay a VSA accident pay where the VSA receives payment in respect of a weekly incapacity (within the meaning of the Act) in respect of which DHSV is liable to pay compensation under the Act. DHSV's liability to pay accident pay may be discharged by another person on DHSV's behalf.

34.2.2 Accident pay does not apply:

34.2.2(a) for the first five normal working days of incapacity;

34.2.2(a)(i) A VSA who contracts an infectious disease in the course of duty and is entitled to receive workers compensation will receive accident pay from the first day of the incapacity.

34.2.2(b) to any incapacity occurring during the first two weeks of employment, unless the incapacity continues beyond this time. Subject to clause 34.3.2(a) and clause 34.4 accident pay will only apply to the period of incapacity after the first two weeks of employment;

34.2.2(c) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the Act) unless the VSA has been employed with DHSV at the time of the incapacity for a minimum period of one month.

34.2.3 A VSA on engagement may be required to declare all workers compensation claims made in the previous five years, in the event of false or inaccurate information being knowingly declared by the VSA DHSV is entitled to forfeit his or her entitlement to accident pay under this clause.

34.3 Cessation of Accident pay

A VSA's entitlement to accident pay ceases:

- 34.3.1 when the incapacity ceases; or
- 34.3.2 on the death of the VSA; or
- 34.3.3 when the VSA has received a total of 39 weeks accident pay for any one injury; or
- 34.3.4 when there is a cessation or redemption of weekly compensation payments under the Act, in which case accident pay will cease from the date of such cessation or redemption; or
- 34.3.5 where a VSA refuses or fails to commence work after a medical referee, in accordance with the Act, has given a certificate specifying work for which the VSA is fit and DHSV makes this work available to the VSA, in which case accident pay will cease from the date of the refusal or failure to commence work.

34.4 Termination of employment

- 34.4.1 Subject to clause 3 and clauses 4.3 and 4.4, a VSA's entitlement to accident pay will continue on termination of employment by their DHSV, if the VSA was incapacitated and receiving accident pay at the date of termination.
- 34.4.2 A VSA with a partial incapacity will continue to receive accident pay from their DHSV on termination of their employment if:
 - DHSV cannot provide suitable employment for the VSA to perform; and
 - alternative employment is available with another employer.
- 34.4.3 To qualify for the continuance of accident pay on termination of employment, a VSA will provide evidence to DHSV of the continuing payment of weekly workers compensation payments.
- 34.4.4 A VSA's entitlement to accident pay on termination of their employment will cease if the termination is due to serious and/or wilful misconduct on the part of the VSA.

34.5 Absences on other paid leave

A VSA is not entitled to payment for Accident pay in respect of any period of other paid leave of absence.

34.6 Notice of Injury

A VSA on receiving an injury for which the VSA claims to be entitled to receive accident pay, will give notice in writing of the injury to their DHSV as soon as reasonably practicable after the occurrence of the injury. Notice may be given by a representative of the VSA.

34.7 Medical examination

To receive entitlement to accident pay a VSA will conform to the requirements of the Act as to medical examinations.

34.8 Civil damages claims

34.8.1 A VSA receiving or who has received accident pay will advise DHSV of any action the VSA may institute or any claim the VSA may make for damages. The VSA, if requested, will provide an authority to DHSV entitling DHSV to a charge upon any money payable pursuant to any judgment or settlement on that injury.

34.8.2 Where a VSA obtains a judgment or settlement for damages in respect of an injury for which they have received accident pay, DHSV's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by DHSV, the VSA will pay to DHSV any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

34.8.3 Where a VSA obtains a judgment or settlement for damages against a person other than DHSV in respect of an injury for which the VSA has received accident pay, DHSV's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by DHSV, the VSA will pay to DHSV any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

34.9 Variation in compensation rates

Any changes in compensation rates under the Act will not increase the amount of Accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

34.10 Insurance Against Liability

Nothing in this Agreement requires DHSV to insure against liability for accident pay.

35 JURY SERVICE

A VSA required to attend for jury service shall be paid the difference between the amount paid for such service and the amount he or she would have received for rostered work that otherwise would have been performed during such jury service.

PART 6 - DISPUTE RESOLUTION

36. PROCEDURE FOR DISPUTE RESOLUTION

Framework for Resolution

36.1 The parties intend that most issues will be resolved informally between a VSA and the VSA's immediate supervisor. The parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by VSA's or stand downs by DHSV.

36.2 Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement

36.3 No party is prejudiced as to final settlement of the dispute by continuing to work during the dispute.

36.4 If any dispute or grievance arises in respect of the VSA's employment or this Agreement, it shall be dealt with in the following manner:

36.4.1 the matter must be discussed with their manager.

36.4.2 if the matter is not resolved, the VSA may ask a representative to be present and the matter must be discussed further with the Head of Specialist Services, Royal Dental Hospital of Melbourne.


36.4.3 if the matter is not resolved, the VSA may ask a representative to be present and the matter must be discussed further with the General Manager, Clinical Services, DHSV.

36.4.4 if the matter is not resolved, it shall be submitted to the Australian Industrial Relations Commission.

36.4.5 until the matter is resolved work must continue at the direction of DHSV.

DENTAL HEALTH SERVICES VICTORIA VISITING SPECIALIST ANAESTHETISTS-
20 FEBRUARY 2004

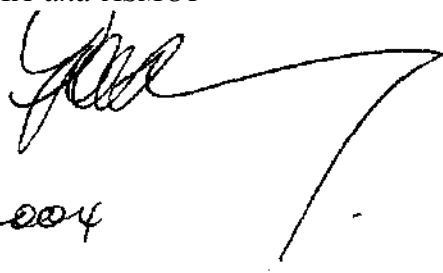
Signed for and on behalf of Dental Health Services Victoria



R.W. CROFT.

Signed for and on behalf of the AMA and ASMOF

Dated



C April 2004