

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
S.170U certification of agreement

**Bendigo Health Care Group and another**  
(AG2003/10328)



**AUSTRALIAN MEDICAL ASSOCIATION (VICTORIA) LIMITED, AUSTRALIAN  
SALARIED MEDICAL OFFICERS FEDERATION, BENDIGO HEALTH CARE  
GROUP VISITING MEDICAL OFFICER CERTIFIED AGREEMENT 2003**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 13 FEBRUARY 2004

*Certification of Part VIB Division 2 agreement with organisations of employees.*

**PREAMBLE**

This is an application to certify an agreement to be known as the *Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation, Bendigo Health Care Group Visiting Medical Officer Certified Agreement 2003*, that is made pursuant to S. 170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Mr D. Gunzburg on behalf of the Bendigo Health Care Group and Mr Andrew Lewis for the Australian Salaried Medical Officers Federation (ASMOF) and intervening for the Australian Medical Association (AMA), and having read the statutory declarations of Ms Frances Callinan filed on behalf of the Bendigo Health Care Group and Mr Geoff 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 that is a constitutional corporation, namely Bendigo Health Care Group ACN 26 875 445 912, that is carrying on a single business and employees employed by the employer in the single business and whose employment is subject to the agreement. I am also satisfied that ASMOF has at least one member employed in 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 31 December 2005 as the 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 28 January 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 certifies the attached agreement between the Bendigo Health Care Group on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 28 January 2004.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

*Appearances:*

D. Gunzburg on behalf of the Bendigo Health Care Group.

A. Lewis on behalf of the ASMOF and the AMA.

*Hearing details:*

2004.

Melbourne:

January, 28.

Printed by authority of the Commonwealth Government Printer

<Price code 29>

## **PREAMBLE**

Apart from changes specifically agreed to and those items identified in the Heads of Agreement settled before Senior Deputy President Kaufman on 29 October 2002 and signed on 4 November 2002 this Agreement does not intend to alter the terms and conditions contained in the Bendigo Health Care Group and the Australian Medical Association (Vic) Limited, (Visiting Medical Officers) Enterprise Agreement 2000. If this has happened unintentionally then the parties agree to further vary this Agreement to return to the original meaning.

### **1. TITLE**

The Agreement is called the Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation, Bendigo Health Care Group Visiting Medical Officer Certified Agreement 2003.

### **2. ARRANGEMENT**

1. Title
2. Arrangement
3. Date and Period of Operation
4. Incidence and Parties Bound
5. Relationship to Award and other Agreement
6. Relationship Between this Agreement and By Laws
7. Savings
8. No Extra Claims
9. Variation of Agreement
10. Agreement Renewal
11. Definitions
12. BHCG Obligations
13. Determining Sessional Allocation
14. Alteration to Sessions
15. Safe Hours
16. Infrastructure Consultation
17. Locum Cover
18. Policy to Minimise Calls
19. OnCall Review - Anaesthetists
20. OnCall 25 Year Rule
21. VMO Obligations
22. Remuneration
  - 22.1 Salary Packaging
  - 22.2 Superannuation
  - 22.3 Rates of Pay
  - 22.4 Statements of Claim
  - 22.5 Sessional Overrun
  - 22.6 Updating Bendigo List
  - 22.7 OnCall Payment
    - 22.7.1 Exclusive OnCall
    - 22.7.2 Consultative OnCall
  - 22.8 Telephone Allowance
  - 22.9 Meetings
23. Leave
  - 23.1 Annual Leave
  - 23.2 Sick Leave

- 23.3 Bereavement Leave
- 23.4 Sabbatical Leave
- 23.5 Maternity/Paternity/Adoption Leave
- 23.6 Long Service Leave
- 24. Terminations and Suspension of Employment
- 25. Dispute resolution Procedure
- Schedule 1. - Rates of Pay & Allowances
- Schedule 2. - Sabbatical Leave
- Schedule 3. - Parental Leave
- Schedule 4. - Long Service Leave

### **3. DATE AND PERIOD OF OPERATION**

The Agreement will commence operation on the date this Agreement is Certified and will expire on 31 December 2005.

### **4. INCIDENCE AND PARTIES BOUND**

- 4.1 The parties to this Agreement are:
  - 4.1.1 Bendigo Health Care Group;
  - 4.1.2 the Australian Salaried Medical Officer Federation Victoria Branch; and
  - 4.1.3 the Australian Medical Association (Victoria) Limited.
- 4.2 This Agreement applies to the provision of medical services to Bendigo Health Care Group and its Public Patients by employees of Bendigo Health Care Group who are employed in the capacity of Visiting Medical Officers.

### **5. RELATIONSHIP TO AWARD AND OTHER AGREEMENTS**

This Agreement wholly replaces the Hospital Specialists and Medical Administrators Award 2002 and the Bendigo Health Care Group and the Australian Medical Association (Victoria) Limited (Visiting Medical Officers) Enterprise Agreement 2000.

### **6. RELATIONSHIP BETWEEN THIS AGREEMENT AND BY LAWS**

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

### **7. SAVINGS**

This Agreement will not act to reduce the entitlements of any VMO.

### **8. NO EXTRA CLAIMS**

- 8.1 The parties agree that there will be no further wage increases sought or granted except as provided for under the terms of this Agreement prior to 31 December 2005.

- 8.2 The Association, VMOs and BHCG, as 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.
- 8.3 Subject to BHCG meeting its obligations to consult under this Agreement or a contract of employment binding on BHCG, it is not the intent of this provision to inhibit, limit or restrict BHCG's right or ability to introduce change at the workplace.

## **9. VARIATION OF AGREEMENT**

This Agreement can only be amended consistent with the Workplace Relations Act 1996.

## **10. AGREEMENT RENEWAL**

Not later than six (6) months prior to the date on which this Agreement nominally expires, BHCG agrees to enter into discussions with the VMOs and the Association with a view to reaching a new Certified Agreement.

## **11. DEFINITIONS**

- 11.1 **"Association"** means: the Australian Medical Association (Victoria) Limited (AMA) or the Australian Salaried Medical Officers' Federation Victoria Branch (ASMOF).
- 11.2 **"Bendigo Health Care Group (BHCG)"** means: the VMO's employing Hospital.
- 11.3 **"Bendigo List"** means: the list of medical services and fees as initialled by a representative of BHCG and VMOs.
- 11.4 **"Credentials"** means: an accreditation granted by the Chief Executive to a VMO, permitting the VMO to perform work at BHCG.
- 11.5 **"Credentials Committee"** means: the BHCG committee whose objectives include advising the Chief Executive and/or the Medical Appointments Advisory Committee in the discharge of their responsibility to define the clinical credentials of all VMOs working at BHCG or providing services to BHCG (other than Consultant Emeritus Medical Staff, Visiting Medical Fellows, Hospital Medical Officers and Resident Medical Staff).
- 11.6 **"Doctor-in-Training ("DIT")"** means: a Doctor classified as a Hospital Medical Officer, Medical Officer, Senior Medical Officer, Registrar, Senior Registrar or Principal Registrar under the AMA HMO Certified Agreement 2002.
- 11.7 **"Higher Qualifications"** means: qualifications obtained by a VMO subsequent to graduation, and includes:
- 11.7.1 post-graduate university degrees and diplomas for the purposes of registration as a medical specialist in Australia;

- 11.7.2 membership or fellowship of a recognised college or association of specialists for the purposes of registration as a medical specialist in Australia;
- 11.7.3 any other post-graduate qualification for the purposes of registration as a medical specialist in Australia;
- 11.7.4 the first part or equivalent of a higher qualification as defined in this Agreement.
- 11.8 **"Hourly Rate"** means: equal to the sessional rate divided by 3.5.
- 11.9 **"Medical Appointment Advisory Committee"** means: the committee of the Hospital who objectives include:
- 11.9.1 advice and making recommendations to the Chief Executive regarding appointment to and suspension and removal from office with the Hospital of medical practitioners, in accordance with legislation relevant to such appointments, suspension and removal.
- 11.9.2 making recommendations regarding initial appointment and re-appointment of medical practitioners, acting on the advice of the Credentials Committee with respect to the area of clinical responsibility which the VMO may exercise.
- 11.10 **"On-Call Period"** means: the hours between 6.00pm and 8.00am on any day of the week and also the hours between 8.00am and 6.00pm on Saturdays, Sundays and Public Holidays.
- 11.11 **"Private Patient"** means: a patient of the hospital who is not a Public Patient.
- 11.12 **"Public Patient"** means: a patient to whom the BHCG provides public comprehensive care, including all necessary medical, nursing and diagnostic services, by means of its own staff or by VMOs and others who provide such services under agreed arrangements.
- 11.13 **"Session"** means: a period generally of three and a half hours attendance by the VMO for the purpose of providing services for Public Patients, both inpatients and outpatients. Unless otherwise agreed such sessions shall be held between 8.00 am and 6.00 pm on any day from Monday to Friday inclusive.
- 11.14 **"Visiting Medical Officer (VMO)"** means: a part time Specialist Doctor employed by BHCG.

## **12. BHCG OBLIGATIONS**

- 12.1 The BHCG must document for VMOs his or her role, duties including: an outline of work allocations, public and private admitting rights and special conditions with regard to extra activity work and incentive modalities (if any).

- 12.2 The BHCG is responsible for arranging the delivery of medical services for Public Patients. The BHCG must, having regard to its obligations under its Health Service Agreement, notify the VMO of any changes it requires to the agreed services. The BHCG wherever possible will provide an acceptable level of DIT support to the VMO for the day to day management of Public Patients.
- 12.3 The VMO is permitted to provide professional services to private and compensable patients at BHCG (using hospital facilities) within the scope of his or her Credentials, subject to BHCG's relevant policies applicable at the time of this Agreement's Certification, and the availability of resources.
- 12.3.1 Except for sub clause 12.3 above, this Agreement does not apply where the VMO has arranged admission and is treating Private Patients.
- 12.4 BHCG can not make any change to the relevant structure, size, operation, number of employees or departments without consultation with the relevant VMO Craft Group.

### **13. DETERMINING SESSIONAL ALLOCATION (Lochtenberg Arrangements)**

#### **Ordinary Hours**

- 13.1 A VMO's ordinary hours of duty are the number of hours fixed by BHCG following consultation with the VMO. The assessment of those hours should be calculated by totalling the time spent per month in direct patient care and related activities and adding elements for required administration, quality assurance, research teaching and training.
- 13.2 The method should be in accordance with the Lochtenberg Implementation Guidelines finalised in 1995. BHCG and VMOs should determine their hospital workload on a quarterly basis. Activities to be specifically considered are listed below (not all areas may be applicable to all VMOs):
- 13.2.1 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.
- 13.2.2 Management/Administrative Responsibilities includes: duties associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.
- 13.2.3 BHCG Meetings includes: attendance at meetings constituted by BHCG or at the request of BHCG, including for example: when appointed to represent the medical staff on a BHCG committee; when appointed to represent BHCG management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to BHCG business.

13.2.4 Participation in Quality Assurance Activities as required by the BHCG 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, and Inter-unit clinical meetings e.g Grand Rounds.

13.2.5 Teaching and research as required by BHCG and not directly funded by the University.

13.2.6 OnCall Recall as per Lochtenberg Implementation Guidelines.

13.2.7 Practice in a Distant Location (where an allowance is not being paid).

13.2.8 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.

#### **14. ALTERATION TO SESSIONS**

14.1 The BHCG and the VMO must ensure the efficient and effective use of resources. Sessional allocations will be reviewed annually and consultations take place to ensure that such allocations are consistent with activity levels and best practice standards, and that they recognise change at both an organisational and individual level.

14.2 Contracts of no less than three (3) years are standard save for contracts for specific identifiable and appropriate circumstance. 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.

14.2.1 Variation of fractions and non renewal of contracts must not be harsh, unjust or unreasonable.

14.3 The work hours of the VMO can be changed either at the end of a contract period or, where allowed by the contract, with three (3) months notice during the contract period.

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

14.5 The VMO and BHCG acknowledge that activity and demand will change from time to time and that neither party should be unreasonably penalised by this. The VMO must give a minimum notice of six (6) weeks for all planned absences and BHCG must give a minimum notice to the VMO six (6) weeks prior to any planned activity reduction.



14.5.1 In the absence of exceptional circumstances, a VMO who fails to give such notice will replace the uncompleted work at a subsequent date in addition to the VMO's routine work whilst failure by BHCG will result in payment to the VMO for work allocated but not worked at BHCG's request.

14.6 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.

## **15. SAFE HOURS**

15.1 The parties agree that the National Code of Practice - Hours of Work, Shiftwork and rostering for Hospital Doctors forms a suitable framework under which to consider safe working hours issues.

15.2 The BHCG must not roster or arrange work hours such that an excessive or unsafe work pattern exists for VMOs.

15.3 The VMOs should not perform work outside of the BHCG such that it would result in an overall excessive or unsafe work pattern for the VMO.

15.3.1 Where a VMO has performed any public patient or other BHCG related duty after 24:00 and the VMO is as a consequence unable to safely perform Public Patient or Private Patient work the next morning before 12:00, the VMO may cancel Public Patient work Scheduled for that period.

15.3.2 The VMO must receive the normal sessional payment for any work cancelled under sub clause 15.3.1.

15.3.3 The VMO should advise BHCG of his or her intention to cancel Public Patient work under sub clause 15.3.1 as soon as practicable.

15.3.4 In the case of disagreement as to whether payment for cancelled Public Patient work should be made, the Dispute Resolution clause will be used.

## **16. INFRASTRUCTURE CONSULTATION**

16.1 When the BHCG proposes to modify or introduce any building, office space, change room, car park, information technology, or secretarial support that is likely to impact on the VMOs, the BHCG must consult with the Clinical Directors' Group (Directors' Group) or similar body as follows:

16.1.1 Before actioning its proposal and as soon as possible after the proposal is known, the BHCG must discuss with the Directors' Group.

16.1.2 The Directors' Group must be afforded a reasonable time to consider the BHCG's proposal and be provided with all information necessary to consider the proposal including time frames for implementation and building plans (if relevant).

16.1.3 The Directors' Group may provide the BHCG with an alternative proposal. The Hospital must reasonably consider the Directors' Group proposal.

16.1.4 If the BHCG does not accept the Directors' Group proposal, the BHCG must explain its reasons.

16.1.5 The Directors' Group and the BHCG should exchange information in a timely manner.

16.1.6 If a dispute arises concerning obligations under this clause the dispute resolution clause may be used.

## **17. LOCUM COVER**

The BHCG is responsible for arranging appropriately credentialed Locum Cover. To assist BHCG in meeting its obligations, VMOs will consult with their colleagues and where practicable, will provide reasonable notice of an intention to take leave. The BHCG when arranging Locum Cover will attempt to follow any arrangements made between colleagues in relation to the timing of leave.

## **18. POLICY TO MINIMISE CALLS**

The BHCG must have a policy operating in the Accident & Emergency Department that describes a management system to minimise unnecessary in hours and after hours telephone calls to VMOs.

## **19. ONCALL REVIEW - ANAESTHETISTS**

19.1 Having regard to patient care and workforce constraints, BHCG is committed to achieving 1:10 On Call roster benchmark for Anaesthetists. To achieve this benchmark BHCG will:

19.1.1 establish a standing working party of VMOs and medical management to monitor rostering practices; and

19.1.2 establish an independent review designed to make recommendations within 6 months from the date of this Agreement's Certification. Prior to beginning the Review, BHCG will consult with relevant VMOs regarding its terms of reference and its steering committee composition & function. The Review must at least make recommendations on the following:

- a) the most suitable and effective OnCall rostering;
- b) the most suitable and effective working arrangements for OnCall rostering;
- c) the accepted public health sector practices and their possible application at BHCG; and
- d) the options available to move to a 1:10 roster.

## **20. ONCALL 25 YEAR RULE**

Individual VMOs can withdraw from OnCall duty after 25 years service with BHCG subject to the following conditions:

- 20.1.1 the specific craft group of which the VMO is a member is satisfied that should this occur that there continues to be sufficient cover for the OnCall arrangements;
- 20.1.2 the BHCG is also satisfied that should this occur that there continues to be sufficient cover for overall OnCall arrangements; and
- 20.1.3 any VMO who has withdrawn from OnCall arrangements will not receive any priority access during closedown periods. Priority access is provided to VMOs who continue to undertake OnCall arrangements

## **21. VMO OBLIGATIONS**

- 21.1 The BHCG and VMOs are committed to the objective of ensuring best practice in the total management of all patients. To this extent, BHCG recognises the right of a VMO to transfer a patient to another VMO in the interests of good patient management. This will be achieved through the following sub clauses:
  - 21.1.1 The VMO shall ensure the maintenance on the relevant BHCG documents of a clinical record of services provided by the VMO to each patient appropriate to the circumstances and conforming to the standards to be maintained by BHCG to satisfy the hospital accreditation requirements of the Australian Council of Health Care Standards, and to enable both BHCG and VMOs to properly discharge their respective legal duties of care to each patient.
  - 21.1.2 The VMO must follow the BHCG's policy for admission and discharge of patients.
  - 21.1.3 The VMO must supply evidence to BHCG annually in January, and more often as reasonably requested, that he or she:
    - a) is registered as a Medical Practitioner in the State of Victoria, and
    - b) is a member of one of the recognised medical defence organisations.
  - 21.1.4 The VMO, except in exceptional circumstances, must ensure that all elective admissions pathology and radiology tests are undertaken at least the day prior to admission.
- 21.2 In accordance with BHCG policy, VMOs will co-operate in achieving the following:
  - 21.2.1 Utilisation of all allocated theatre sessions to an average of 85% or better per quarter. Theatre sessions will be allocated to each VMO annually. During each year re-allocation of sessions may occur through mutual agreement or, in the event of failure to achieve the average required utilisation.
  - 21.2.2 Restriction of out of hours theatre activity to urgent cases. **"Out of Hours"** means: after 6.00pm on a weeknight and before 8.00am on a weekday, including weekends and public holidays but excluding any approved lists during this time frame.

- 21.2.3 Achievement of all BHCG Access Program targets and requirements provided that the clinical decisions of the VMO under whose bed card the patient is admitted is recognised when prioritising patient treatment. This recognises that Category 1 patients will precede Category 2 patients who will precede Category 3 patients. In this regard BHCG will ensure a priority for category 1, 2 and 3 patients is established such that service provision for urgent cases takes into account and recognises the boundaries between Craft Groups.
- 21.2.4 Benchmark levels for length of stay through timely attendance on patients and establishment of appropriate management and discharge planning. A VMO who accepts a patient under his/her bed card for admission shall endeavour to see and assess that patient within 24 hours of admission or as soon as possible thereafter.
- 21.2.5 Suitable training and supervision of DIT staff, including appropriate documentation, and the maintenance of accreditation for clinical training positions. The VMO should not effect DIT staff's first priority to Public Patients and public duty service obligations.
- 21.2.6 Active participation in clinical risk management activities, including those specifically intended to minimise the occurrence and severity of adverse events.
- 21.2.7 The BHCG has the right to conduct audits of its operations and the VMO will co-operate with audit requirements.
- 21.3 The VMO acknowledge that commencement of outpatient and operative sessions on time is essential to enable optimal efficiency. Undue delays may result in cancellations of future sessions for repeated late commencements.
- 21.4 Where a VMO introduces or commences any new technology or procedure he or she must ensure appropriate credentialing occurs. BHCG must be given sufficient forewarning to allow staff training and preparedness. In this case the VMO may make claim for payment for a period of service (refer sub clause 22.3.3).
- 21.5 The VMO must receive BHCG's authorisation prior to the placement of any order for purchases intended to be at BHCG's expense.
- 21.6 The VMO must comply with the Association's Code of Ethics of and all relevant BHCG policies.

## **22. REMUNERATION**

The VMO is not entitled to, and shall not demand, payment from BHCG for any period or service that the VMO does not work or provide except as provided for under this clause.

## 22.1 Salary Packaging

The VMO is entitled to sacrifice any part of his or her salary in accordance with BHCG policy as amended from time to time. The VMO is responsible for any fringe benefits tax payable on benefits provided as part of his or her sacrificed salary above the fringe benefit tax free threshold.

## 22.2 Superannuation

BHCG must pay at least monthly to the trustees of the health fund (or any other agreed fund) on behalf of each VMO who is a member of the approved fund a contribution at the rate 9% of the VMO's rate of pay or greater amount as required by law.

## 22.3 Rates of Pay

22.3.1 The VMO must be paid the rate of pay prescribed at Schedule 1. The individual contract for the VMO will determine the method of payment being either at a sessional/hourly rate or payment for performance of particular services as per the Bendigo List or RVG payments for Anaesthetists. The VMO must not seek payment directly from a Public Patient.

22.3.2 The BHCG recognises the value of VMO administrative input and will pay sessional payments for specific administrative roles. This will apply to the VMO if he or she is an officer of the Medical Staff Group or like body (chairperson, vice-chairperson or secretary) and if a holder of an administrative position within the clinical structure (chairperson of division or director).

22.3.3 In addition to sub clauses 22.3.1 and 22.3.2, a VMO may only be eligible for further payment consistent with claims made under sub clause 22.9.3 where he or she has introduced or commenced new technologies or procedures.

## 22.4 Statements of Claim

22.4.1 The VMO must supply BHCG with a Statement of all services for which payment is claimed. The Statement must be submitted to BHCG on a monthly basis unless otherwise agreed and be submitted in a form required by BHCG.

22.4.2 Unless there is a correction due to any inaccuracies or queries, BHCG must pay the VMO the amount claimed on the Statement within 30 days following receipt of the Statement. Where the VMO has not supplied a Statement on a monthly basis and there is no other agreed arrangement, BHCG may make payment at its reasonable discretion.

## 22.5 Sessional Overtime

Where a VMO is paid on a sessional basis and is required to work in excess of a normal session of 3.5 hours, he or she may claim payment for the additional actual time worked at the ordinary hourly rate of the VMO. No payment will be made unless the appropriate claim form is completed and approved.

## 22.6 Updating Bendigo List

22.6.1 On 1 November of each year, the BHCG must initiate discussions with VMOs to maintain the currency of the Bendigo List. The discussions must be designed to ensure:

- a) the Bendigo List reflects the Commonwealth Medical Benefits Schedule item numbers; and
- b) the impact of any amendment to the Bendigo List is cost neutral in most instances.

## 22.7 OnCall Payments

This clause does not apply to VMO's who are paid fee for service rates or Anaesthetists. These VMOs are covered by craft group specific OnCall arrangements.

### 22.7.1 Exclusive OnCall {Campus Specific ReCall}

A VMO who is required to be OnCall for ReCall only to a specified campus and be available to attend that campus usually within thirty (30) minutes for non-life threatening emergencies or as soon as clinically required must be paid for each On Call period the amount prescribed at Schedule 1.

### 22.7.2 Consultative OnCall (Telephone Advice & consent ReCall)

A VMO who is required to be available for telephone consultations and, subject to the VMO's other commitments including OnCall to other institutions, is be prepared to be ReCalled to return to a specified campus must be paid the amount prescribed at Schedule 1.

## 22.8 Telephone Allowance

Where BHCG requires a VMO to be in telephone contact for work purposes, BHCG must reimburse the VMO for the costs of utilising their telephone or pager for work related calls. The minimum amount of such reimbursement is prescribed at Schedule 1.

## 22.9 Meetings

22.9.1 Meetings must be agreed between each VMO and BHCG.

22.9.2 The BHCG must nominate those committees on which representation by one or more VMOs is required. Where the VMO is appointed to any such committee, it is intended that, in the absence of exceptional circumstances, the VMO shall attend not less than 60% of the meetings of that committee.

- a) The VMO if appointed as a representative on BHCG committees by the Medical Staff group, shall be paid at the rate described at Schedule 1 for attendance at that committee.

- 22.9.3 The VMO must participate, when reasonably requested by Management, in the consideration, development and implementation of policies and procedures designed to improve the quality and/or level of services provided. Participation in such meetings shall be remunerated at the rate described at Schedule 1.

## **23. LEAVE**

Rates of pay as detailed at Schedule 1 are inclusive of Annual Leave, Long Service Leave and Sabbatical Leave.

### **23.1 Annual Leave**

#### **Entitlement**

- 23.1.1 A VMO is entitled to four weeks annual leave without pay on completion of each year of service with BHCG. 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.

#### **Public Holidays during Annual Leave**

- 23.1.2 If a public holiday, as prescribed in this Agreement, falls within a period of Annual Leave, then extra time equivalent to the Public Holiday is added to the VMO's Annual Leave.

#### **Sick Leave during Annual Leave**

- 23.1.3 Where a VMO becomes sick for a period of not less than five days whilst on Annual Leave and upon return from Leave provides BHCG with a certificate from a legally qualified medical practitioner other than the VMO concerned, then the number of days not less than the five specified in the certificate will be deducted from any Sick Leave credit and the Annual Leave entitlement will be re-credited accordingly.

### **23.2 Sick Leave**

A VMO becoming unfit for duty due to personal ill health or injury is entitled to Sick Leave on full pay for a period not exceeding in the aggregate 28 working days for each year of service. Untaken Sick Leave is cumulative from year to year.

### **23.3 Bereavement Leave**

- 23.3.1 A VMO is entitled to up to four days paid Bereavement Leave at the sessional rate if a member of the VMO's immediate family or household in Australia dies or is seriously ill.

- 23.3.2 Where a VMO has exhausted their annual leave entitlement, including accumulated entitlements, they will be entitled to four days paid Bereavement Leave.

- 23.3.3 Proof of such death or illness shall be furnished by the VMO to the satisfaction of the BHCG, if requested.

#### 23.4 Sabbatical Leave (Basic Entitlement)

23.4.1 This clause must be read in conjunction with, and is not intended to replace, SCHEDULE 2 - Sabbatical Leave.

23.4.2 After the completion of a period of six years continuous service a VMO who has been engaged in medical undergraduate or postgraduate teaching or research with BHCG including Bendigo Regional Clinical School, is entitled to unpaid leave of absence to a maximum of 26 weeks.

23.4.3 After the completion of a period of six years' continuous service a Director of Medical Services who possesses a higher clinical qualification (except those higher qualifications relating to medical and BHCG administration and public health) and who is required or permitted by BHCG to engage in clinical practice related to such higher clinical qualification as a regular feature of his or her employment is entitled to unpaid leave of absence to a maximum of 26 weeks.

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

#### 23.5 Maternity\Paternity\Adoption Leave (Basic Entitlement)

23.5.1 This clause must be read in conjunction with, and is not intended to replace, Schedule 3 - Parental Leave.

23.5.2 After 12 months continuous service, parents are entitled to share a combined total of 52 weeks unpaid leave in relation to the birth or adoption of their child and

a) for Maternity Leave, the first 6 weeks are paid at the Doctors ordinary weekly rate of pay; AND

b) for Paternity Leave, the first week is paid at the Doctors ordinary weekly rate of pay.

#### 23.6 Long Service Leave (Basic Entitlement)

23.6.1 This clause must be read in conjunction with, and is not intended to replace, Schedule 4 - Long Service Leave

23.6.2 A VMO is entitled to 6 months Long Service Leave without pay after 15 years of continuous service and then an additional two months Long Service Leave on the completion of each additional five years service.

23.6.3 For service of less than 15 years but greater than 10 years, the VMO is entitled to Long Service Leave without pay calculated at 1/30\* of the period of service.

### 24. TERMINATION AND SUSPENSION OF EMPLOYMENT

24.1 Subject to the requirements of this clause, BHCG may summarily terminate the appointment of a VMO in any of the cases listed in this sub-clause:



- 24.1.1 If BHCG revokes the Credentials of the VMO;
- 24.1.2 If the VMO fails to meet the professional development requirements of the College relevant to the VMO's Credentials (where applicable);
- 24.1.3 If the VMO fails to provide BHCG upon request, at least annually, with evidence of current membership of a recognised medical defence organisation;
- 24.1.4 If the VMO fails to maintain current registration as a practitioner under the Medical Practice Act;
- 24.1.5 If the VMO suffers an event which will (or is likely to) lead to a protracted incapacity. Such termination will not become effective until 3 months after the VMO has exhausted any entitlement to paid sick leave unless other reasons for termination also exist.
- 24.1.6 If the VMO persistently fails to meet his or her obligations under this Agreement and an enquiry convened for the purpose has confirmed that at least one of the conditions listed in sub clause 24.2 is proved.
- 24.2 The BHCG may conduct an investigation in respect of any VMO who it is alleged or suspected:
  - 24.2.1 is careless or negligent in the discharge of his or her duty;
  - 24.2.2 is incompetent;
  - 24.2.3 uses intoxicating liquor or drugs to excess;
  - 24.2.4 engages in disgraceful conduct;
  - 24.2.5 engages in serious and wilful misconduct
  - 24.2.6 causes reasonable concern that his/her conduct, behaviour or practice should be investigated.
- 24.3 An investigation may result in disciplinary action, including counselling reprimand, suspension or rescinding of the VMOs appointment.
- 24.4 In the case of suspension of the appointment of the VMO relating to clinical conduct, the matter or matters in contention shall forthwith be referred to the Medical Appointments Advisory Committee of the BHCG.
- 24.5 Nothing in this clause shall be construed to deny or limit the remedies at law of the VMO.
- 24.6 The BHCG shall not exercise its right to terminate the VMO in accordance with sub-clause 24.1, nor suspend the appointment of the VMO for more than seven (7) days, otherwise than:
  - 24.6.1 in conformity with the Act, and

24.6.2 in the case of issues defined in sub-clause 24.2, after carrying out an investigation as referred to in that sub-clause.

24.7 In the exercise of its powers in relation to the VMO, the BHCG shall apply the principles of natural justice.

## **25. DISPUTE RESOLUTION PROCEDURE**

### **Framework for Resolution**

25.1 The parties intend that most issues will be resolved informally between a VMO and the VMO'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 VMO's or stand downs by BHCG.

25.2 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 this Agreement.

25.3 Until the dispute is resolved, work must continue normally while discussions take place. Health and safety matters may be exempted where appropriate.

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

### **Process for Resolving Disputes**

25.5 The VMO must attempt to resolve the dispute directly with their Unit Head. The VMO and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

25.6 If the matter is still unresolved it must be referred to the Director of Medical Services (or equivalent), who will meet with the VMO and, if the VMO chooses, an Association representative or any other person.

25.7 If the matter is still unresolved it may be referred to a Board of Reference in accordance with the Workplace Relations Act 1996.


25.8 If the Parties are still unable to reach a resolution, the matter must be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if necessary, arbitration, pursuant to S.170LW of the Workplace Relations Act 1996.

### **Establishment of a Board of Reference**

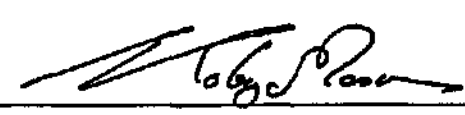
25.9 The Board of Reference will consist of one person to be from time to time appointed by the Association and one person from time to time appointed by the Victorian Hospitals Industrial Association, with the Industrial Registrar of the Australian Industrial Relations Commission or his/her nominee as Chairperson, three of whom must form a quorum.

Signatories


For and behalf of the Bendigo Health Care Group

  
\_\_\_\_\_  
10 Chief Executive Officer

For and behalf of the Australian Medical Association (Victoria) Limited

  
\_\_\_\_\_  
Executive Director

For and behalf of the Australian Salaried Medical Officers' Federation

  
\_\_\_\_\_  
Chief Executive Officer (Victoria Branch)

#

## SCHEDULE 1 - RATES OF PAY

### 1.1 Years of Service

1.1.1 VMOs employed at the date of this Agreement's Certification must, as a minimum, be paid at the year 8 level of service.

1.1.2 VMOs employed subsequent to the date of this Agreement's Certification will be paid according to their years of service.

1.1.3 **"Years of Service"** means: a VMO's years of practical experience in that speciality after gaining his or her Fellowship. Where the VMO has a first specialist qualification and is undergoing further specialist training, the time spent since acquiring his or her first specialist qualification must be counted as experience within this and any higher classification.

### 12 Fee for Service

1.2.1 Depending on the VMO's contract of employment, VMOs may be paid Fee for Service rates in lieu of Sessional rates.

1.2.2 Fee for Service rates will be set out in the Bendigo List as varied from time to time pursuant to sub clause 22.6 or for Anaesthetists as per the 6<sup>th</sup> RVG Guide as amended from time to time and as set out in his or her contract of employment.

### 13 Sessional Salaries

1.3.1 VMOs must be paid the following sessional rates for each three and one half (3.5) hour sessions depending on their years of service.

a) From the beginning of the first pay period commencing on or after 1 July 2002

Years of Service	Sessional Rate
<b>Specialist</b>	
Year 1	\$353.70
Year 2 and 3	\$361.80
<b>Senior Specialist</b>	
Year 4 (as a Specialists)	\$368.30
Year 5 (as a Specialists)	\$383.30
Year 6 (as a Specialists)	\$397.90
Year 7 (as a Specialists)	\$412.80
Year 8 (as a Specialists)	\$427.50
Year 9 (as a Specialists) and thereafter	\$441.70

- b) From the beginning of the first pay period commencing on or after 1 January 2003

Years of Service	Sessional Rate
<b>Specialist</b>	
Year 1	\$364.30
Year 2 and 3	\$372.70
<b>Senior Specialist</b>	
Year 4 (as a Specialists)	\$379.30
Year 5 (as a Specialists)	\$394.80
Year 6 (as a Specialists)	\$409.80
Year 7 (as a Specialists)	\$425.20
Year 8 (as a Specialists)	\$440.30
Year 9 (as a Specialists) and thereafter	\$459.80

- c) From the beginning of the first pay period commencing on or after 1 January 2004

Years of Service	Sessional Rate
<b>Specialist</b>	
Year 1	\$375.20
Year 2 and 3	\$383.90
<b>Senior Specialist</b>	
Year 4 (as a Specialists)	\$390.70
Year 5 (as a Specialists)	\$406.60
Year 6 (as a Specialists)	\$422.10
Year 7 (as a Specialists)	\$438.00
Year 8 (as a Specialists)	\$453.50
Year 9 (as a Specialists) and thereafter	\$478.70

- d) From the beginning of the first pay period commencing on or after 1 January 2005

Years of Service	Sessional Rate
<b>Specialist</b>	
Year 1	\$386.50
Year 2 and 3	\$395.40
<b>Senior Specialist</b>	
Year 4 (as a Specialists)	\$402.40
Year 5 (as a Specialists)	\$418.80
Year 6 (as a Specialists)	\$434.80
Year 7 (as a Specialists)	\$451.10
Year 8 (as a Specialists)	\$467.10
Year 9 (as a Specialists) and thereafter	\$498.30

#### 1.4 Allowances

Allowances will increase as follows from the first pay period to commence on or after the indicated date.

##### 1.4.1 Consultative OnCall

Years of Service	1 July 2002	1 January 2003	1 January 2004	1 January 2005
<b>Specialist</b>				
Year 1	\$88.40	\$91.10	\$93.80	\$96.60
Year 2 and 3	\$90.50	\$93.20	\$96.00	\$98.90
<b>Senior Specialist</b>				
Year 4 (as a Specialists)	\$92.10	\$94.80	\$97.70	\$100.60
Year 5 (as a Specialists)	\$95.80	\$98.70	\$101.70	\$104.70
Year 6 (as a Specialists)	\$99.50	\$102.50	\$105.50	\$108.70
Year 7 (as a Specialists)	\$103.20	\$106.30	\$109.50	\$112.80
Year 8 (as a Specialists)	\$106.90	\$110.10	\$113.40	\$116.80
Year 9 (as a Specialists) and thereafter	\$110.40	\$115.00	\$119.70	\$124.60

##### 1.4.2 Exclusive OnCall

1 July 2002	1 January 2003	1 January 2004	1 January 2005
\$427.50	\$440.30	\$453.50	\$467.10

##### 1.4.3 Meeting Attendance

1 July 2002	1 January 2003	1 January 2004	1 January 2005
\$103.00	\$106.10	\$109.30	\$112.60

#### 1.5 Telephone Reimbursement

Actual employment related telephone or pager costs will be reimbursed on production of evidence of employment related costs. A minimum payment of \$750 per annum to each VMO is guaranteed.

## SCHEDULE 2 - SABBATICAL LEAVE

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

2.1.1 "Practitioner" means:

- a) A VMO who has been engaged in medical undergraduate or postgraduate teaching or research with in BHCG (including the Bendigo Clinical School) for the period specified as entitling him or her to Sabbatical Leave; and
- b) A Director of Medical Services who possesses a higher clinical qualification who is required or permitted by BHCG to engage in clinical practice related to such higher clinical qualification as a regular feature of his or her employment, and who has been so engaged for the period specified as entitling him to Sabbatical Leave.

2.1.2 "Higher Clinical Qualification" means, in the case of a Director of Medical Services, a Higher Qualification defined in clause 11 - Definitions except those higher qualifications relating to medical and hospital administration and public health.

2.1.3 "Service" shall mean, subject to item 2.2, service from the date of first entering employment with BHCG or Statutory Body (whether or not such Hospital 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 practitioner was serving in Her Majesty's Forces or was made available by BHCG or Statutory Body for National Duty.

2.1.4 Where, for the sole purpose of undertaking a course of study or research related to his work, a practitioner is with the written approval of BHCG 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.

### Qualifying Period

2.2 Subject to the provisions set out in item 2.3, a practitioner after the completion of a period of six years continuous service shall be entitled to leave of absence.

### 2.3 Entitlement

2.3.1 A practitioner who has been in the service of BHCG for the period specified in item 2.2 shall be entitled to a maximum of 26 weeks' leave of absence without pay. Sabbatical Leave may be taken in 2 periods of 13 weeks duration which are taken within 2 years of each other.

2.3.2 A practitioner who is and has been in the service of one or more Hospitals (including any Statutory Body directly associated with such Hospital or Hospitals) for an aggregate of the period specified in item 2.2, shall be entitled to a maximum of 26 weeks' leave of absence without pay. Sabbatical leave may be taken in 2 periods of 13 weeks duration which are taken within 2 years of each other.

- a) In calculating such aggregate of service any period of employment in any one Hospital of less than six continuous months' duration shall be disregarded. Further, in respect of any period of absence from employment between an engagement with one Hospital and another of five weeks' or less (excluding all periods of paid Annual, Long Service or Sick Leave) service shall be deemed to be unbroken, but it shall be necessary for a practitioner as part of his/her qualification for any sabbatical leave entitlement to serve such additional period as equals the total period of all such absences.

2.3.3 The onus of proving a sufficient aggregate of service to support a claim for Sabbatical Leave shall rest with the practitioner.

2.3.4 The Sabbatical Leave shall be given as soon as practicable having regard to the needs of BHCG, but the taking of such leave may be postponed to a mutually agreed date.

2.3.5 The practitioner's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed programme of study or research.

2.3.6 Where BHCG does not approve the practitioner's programme of study or research within three months of the written application and details, BHCG shall refer the matter to the Medical Appointments Advisory Committee. The BHCG and the practitioner shall comply with the written advice of the Advisory Committee except that it may be varied by mutual agreement between BHCG and the practitioner.

2.2.7 Where a practitioner has served as a Specialist, and such service is continuous with his service as a practitioner, a maximum of three years<sup>1</sup> service as a Specialist shall be counted in aggregating his eligibility for Sabbatical Leave under this Schedule.

2.2.8 Where a practitioner proceeds on sabbatical leave of less than 26 weeks duration (or 13 weeks duration where the Leave is taken in 2 periods), the practitioner shall be deemed to have received his full entitlement (or half entitlement where the Leave is taken in 2 periods) under this item and he or she shall not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (or 13 weeks where the Leave is taken in 2 periods) (if any). The absence of a practitioner on sabbatical leave shall be prima facie evidence that he or she has received his/her full entitlement under this Schedule.

2.2.9 Where a practitioner has proceeded on sabbatical leave, a subsequent qualifying period as specified in item 2.2.5 shall not commence to run until the date of the practitioner's return to duty following Sabbatical Leave; provided that where by mutual agreement a practitioner 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.



## SCHEDULE 3 - PARENTAL LEAVE

### 3.1 Maternity and Adoption Leave

#### 3.1.1 General

3.1.1 (a) A female VMO who has completed twelve months continuous service with BHCG, and produces to BHCG a certificate of a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected that she will give birth, will be entitled to leave with pay for a continuous period of six weeks commencing:

- (i) six weeks prior to the expected date of birth;
- (ii) at such time within six weeks prior to the expected date of birth as the practitioner elects where she produces a certificate of a registered medical practitioner certifying fitness for duty; or
- (iii) where the birth occurs earlier than six weeks prior to the expected date of birth, on the day she ceases duty on account of the birth.

3.1.1 (b) A female VMO who has completed twelve months' continuous service with BHCG and submits to the BHCG satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of a child for adoption will be entitled to leave with pay for a continuous period of six weeks commencing from the date of placement of the child with her.

3.1 -1(c) A female VMO will be entitled to such additional leave without pay as will bring the aggregate leave granted to a maximum period of fifty-two weeks.

3.1.1(d) A female VMO who has not completed twelve months<sup>1</sup> continuous service with BHCG will be entitled to leave without pay for a maximum period of fifty-two weeks.

3.1.1(e) Where the pregnancy of a VMO terminates earlier than twenty weeks prior to the expected date of delivery, her entitlement to any maternity leave will cease.

#### 3.1.2 Other entitlements to paid leave

3.1.2(a) A female VMO who is entitled to leave without pay may in lieu of the whole or part of that leave without pay, utilise the whole or part of any annual leave or long service leave to which she is entitled provided that the aggregate of all leave does not exceed 52 weeks.

3.1.2(b) A female VMO may not utilise sick leave or any other paid or unpaid authorised leave under this Agreement (other than annual leave and long service leave) whilst on maternity leave.

### 3.1.3 Leave counts as service

- 3.1.3(a) Leave of absence granted in accordance with this Schedule will be counted as service for the purpose of assessing annual leave, incremental progression, long service leave and sick leave, subject to the following:
- (i) the maximum period to count as service for purposes of calculating annual leave is twenty-six weeks; and
  - (ii) the maximum period to count as service for purposes of calculating long service leave is the period of leave with pay.

### 3.1.4 Transfer to a safe job

- 3.1.4(a) Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards with the work assigned to the VMO make it inadvisable for her to continue at her normal work, she will, if BHCG deems it practicable, be transferred to a safe job until the commencement of maternity leave.
- 3.1.4(b) If the transfer to a safe job is not practicable, BHCG may require the VMO to take leave for such period as is certified necessary by a registered medical practitioner.

### 3.1.5 Returning to work after a period of maternity leave

- 3.1.5(a) A VMO who is on maternity leave must confirm her intention of returning to work by notice in writing to BHCG at least four weeks prior to the expiration of her period of maternity leave.
- 3.1.5(b) A VMO, upon the expiration of the notice required under a) above, will be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of a practitioner who was transferred to a safe job pursuant to a) above, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which she is qualified and the duties of which she is capable of performing, the VMO will be entitled to a position as nearly comparable in status and salary to that of her former position as possible.

### 3.1.6 Replacement VMOs

- 3.1.6(a) A replacement VMO is a VMO specifically engaged as a result of a VMO proceeding on maternity leave.
- 3.1.6(b) Before the BHCG engages a replacement VMO, BHCG shall inform that person of the temporary nature of the employment and of the rights of the VMO who is being replaced.

3.1.6(c) Before BHCG engages a person to replace a practitioner temporarily promoted or transferred in order to replace a VMO exercising her rights under this sub clause, BHCG shall inform that person of the temporary nature of the promotion or transfer and of the rights of the VMO who is being replaced.

3.1.6(d) The BHCG is under no obligation to engage a replacement VMO.

3.1.6(e) A replacement VMO will not be entitled to any of the rights conferred by this Schedule except where her employment continues beyond the twelve months' qualifying period.

## 3.2 Paternity leave and adoption leave

3.2.1 A male VMO who has completed twelve months' continuous service with BHCG and furnishes a statutory declaration that he:

3.2.1 (a) is the father of a child; or

3.2.1 (b) has accepted responsibility for the care of a child; or

3.2.1 (c) has been accepted as an approved applicant for adoption,

will be entitled to 1 week of paternity leave with pay, which need not be taken consecutively, for the purposes of caring for such child or mother of the child.

3.2.2 Paternity leave may be commenced one week prior to the expected date of birth or adoption and will not be granted later than six weeks after the actual date of birth or placement of the child.

3.2.3 If the pregnancy terminates other than by way of the birth of a child, paternity leave may be taken in the period up to six weeks after the termination.

3.2.4 Paternity leave will not be granted in respect of a pregnancy that terminates more than twenty weeks before the expected date of birth of the child.

## **SCHEDULE 4 - LONG SERVICE LEAVE**

### **4.1 Entitlement**

4.1.1 A VMO shall be entitled to long service leave without pay, in respect of continuous service with Institutions or Statutory Bodies in accordance with the provisions of this clause.

4.1.2 The amount of such entitlement will be:

4.1.2(a) on the completion by the VMO's 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;

4.1.2(b) in addition, in the case of a VMO who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the VMO, an amount of long service leave equal to one-thirtieth of the period of her or his service since the last accrual of entitlement to long service leave under (a) above;

4.1.2(c) in the case of a VMO 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 1/30th of the period of service.

### **4.2 Service entitling to leave**

4.2.1 The service of a VMO 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 item 4.1 above.

4.2.2 Service also includes all periods during which a VMO was serving in Her Majesty's Forces or was made available by the employer for National Duty.

4.2.3 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.

4.2.4 Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) a VMO who worked with the transmittor and who continued in the service of the transmittee shall be entitled to count her or his service with the transmittor as service with the transmittee for the purposes of this Schedule.

4.2.5 For the purposes of this Schedule service shall be deemed to be continuous notwithstanding:

- 4.2.5(a) the taking of any annual leave or Long Service Leave or other paid or unpaid leave approved in writing by BHCG and not covered by clauses (b) below;
- 4.2.5(b) any absence from work of not more than fourteen days in any year on account of illness or injury.
- 4.2.5(c) any interruption or ending of the employment by BHCG if such interruption or ending is made with the , intention of avoiding obligations in respect of long service leave or annual leave;
- 4.2.5(e) any leave of absence of the VMO where the absence is authorised in advance in writing by BHCG to be counted as service;
- 4.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
- 4.2.5(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 VMO's allowable period of absence from employment. A VMO'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 practitioner actually receives on termination or for which the VMO is paid in lieu;
- 4.2.5(h) the dismissal of a VMO if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
- 4.2.5(i) any absence from work of a female VMO for a period not exceeding twelve months in respect of any pregnancy;
- 4.2.5 any other absence of a VMO by leave of BHCG, or on account of injury arising out of or in the course of his employment not covered.
- 4.2.6 In calculating the period of continuous service of any VMO, any interruption or absence of a kind mentioned in clauses (a) to (c) above will be counted as part of the period of service, but any interruption or absence of a kind mentioned in clauses (e) to (i) above will not be counted as part of the period of service unless it is so authorised in writing by BHCG.
- 4.2.7 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 VMO concerned.
- 4.5 Taking of leave
  - 4.5.1 When a VMO becomes entitled to long service leave, such leave will be granted by the hospital 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.
  - 4.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.

4.5.3 If the hospital and a VMO so agree:

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

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

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

#### 4.6 Definitions

For the purposes of this clause the following definitions apply:

4.6.2 Month means a calendar month. For example:

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

4.6.2(b) a month commencing on 31 October will end at the close of business on 30 November.

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

4.6.4 Statutory body means the Department of Human Services Victoria.

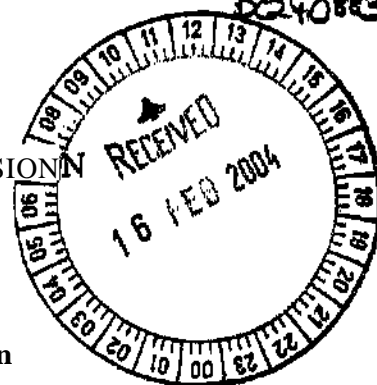
4.6.5 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

AG832206 PR943620

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
S.170MD variation of certified agreement

**Australian Salaried Medical Officers Federation**  
(AG2004/1229)



**AUSTRALIAN MEDICAL ASSOCIATION (VICTORIA) LIMITED, AUSTRALIAN  
SALARIED MEDICAL OFFICERS FEDERATION, BENDIGO HEALTH CARE  
GROUP VISITING MEDICAL OFFICER CERTIFIED AGREEMENT 2003**  
(ODN AGNo. 10328 of 2003)

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 13 FEBRUARY 2004

*Variation of certified agreement.*

**ORDER**

A. In accordance with S.170MD of the Act the above agreement is varied as follows:

1. By deleting subclause 21.4 in its entirety.
2. By deleting the subclause number ".5" of 21.5 and inserting ".4" in lieu thereof.
3. By deleting the subclause number ".6" of 21.5 and inserting ".5" in lieu thereof.
4. By deleting the subclause number ".7" of 21.5 and inserting ".6" in lieu thereof.

B. This order shall come into force from 28 January 2004 and shall remain in force for a period of six months.

BY THE COMMISSION:

