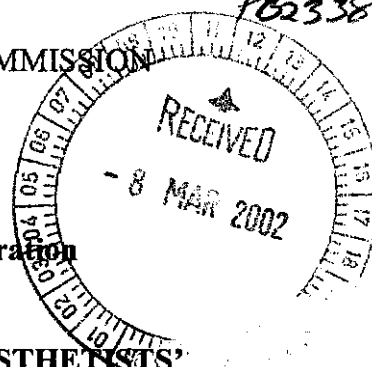


AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2002/1001)

**AMA - BARWON HEALTH FULL-TIME ANAESTHETISTS'
CERTIFIED AGREEMENT 2001**



Various employees

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 6 MARCH 2002

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 *AMA - Barwon Health Full-Time Anaesthetists' Certified Agreement 2001*, that is made pursuant to s.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Mr D Cook for Barwon Health and Mr A Lewis for the Australian Salaried Medical Officers Federation (ASMOF) and the Australian Medical Association (AMA), and having read the statutory declarations of Perry Muncaster filed on behalf of Barwon Health, and Geoffery O'Kearney filed on behalf of the ASMOF and AMA, 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 30 June 2004 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 the beginning of the first pay period on or after 6 March 2002.

CERTIFICATION OF AGREEMENT

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

This agreement comes into operation on the date of certification, being 6 March 2002.

BY THE COMMISSION:



D. Cook on behalf of Barwon Health.

A. Lewis on behalf of the ASMOF and AMA.

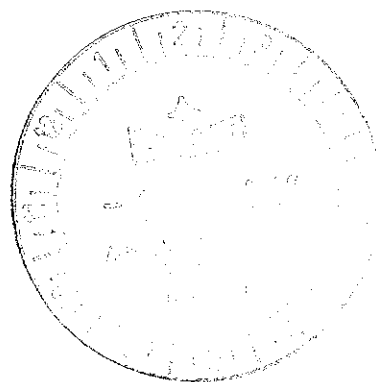
Hearing details:

2002.
Melbourne:
March 6.

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**AMA - BARWON HEALTH
FULL-TIME ANAESTHETISTS
CERTIFIED AGREEMENT 2001**



**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
WORKPLACE RELATIONS ACT 1996
CERTIFIED AGREEMENT**

**Health Industry
Melbourne 2001**

1 TITLE

This Agreement shall be as the AMA, Barwon Health Full-time Anaesthetists' Certified Agreement 2001.

2 ARRANGEMENT

| Clause | Clause Number |
|--|---------------|
| After Hours Work | 22 |
| Appointment/Re-appointment | 14 |
| Arrangement | 2 |
| Consultation | 27 |
| Continuity of Employment | 11 |
| Definitions | 13 |
| Dispute Resolution Procedure | 28 |
| Hours of Work | 20 |
| Incidence and Parties Bound | 3 |
| Leave-annual, long service, sabbatical, sick leave | 23 |
| Medical Defence Cover | 24 |
| No Further Claims | 5 |
| On Call | 21 |
| Other Rights Unaffected | 12 |
| Performance Objectives and Review | 16 |
| Private Practice | 15 |
| Professional Development | 17 |
| Quality Assurance/Quality Improvement | 18 |
| Relationship Between Agreement and Bylaws Etc | 9 |
| Relationship to Award | 8 |
| Remuneration | 13 |
| Renewal of Agreement | 7 |
| Salary Packaging | 26 |
| Savings | 10 |
| Superannuation | 25 |
| Term of Agreement | 4 |
| Title | 1 |
| Variation of Agreement | 6 |

3. INCIDENCE AND PARTIES BOUND

The Agreement shall bind Barwon Health ("the Hospital"), all of its employees who are employed as full-time Specialist Anaesthetists, the Australian Salaried Medical Officers Federation ("ASMOF"), and the Australian Medical Association (Victoria) ("the AMA").

4. TERM OF AGREEMENT

The Agreement shall remain in force under the terms of Part VIB of the Workplace Relations Act 1996 until 30 June 2004.

5. NO EXTRA CLAIMS

During the period of operation of this Agreement, the parties to this Agreement agree that they will not pursue any extra claims.

6. VARIATION OF AGREEMENT

This Agreement may be varied pursuant to the Workplace Relations Act 1996 (as amended).

7. RENEWAL OF AGREEMENT

At least three months prior to the expiration of this Agreement, the parties will commence discussions with a view to negotiating a further agreement.

8. RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the Hospital Specialists and Medical Administrators Interim Award 1996. To the extent of any inconsistency between the Award and the Agreement, the Agreement shall prevail.

9. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

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

10. SAVINGS

Nothing in this Agreement shall effect any condition of employment which is superior to any term or condition to which a practitioner was entitled prior to this Agreement.

11. CONTINUITY OF EMPLOYMENT

- 11.1 Nothing in this Agreement affects the continuity of employment of the Specialist for the purpose of any entitlements.
- 11.2 If the Specialist was employed by the Hospital prior to certification of this Agreement, then the Specialist's leave entitlements which have accrued during that period of service with the Hospital will be recognised by the Hospital, and those accrued entitlements will not be diminished in any way.

12. OTHER RIGHTS UNAFFECTED

The rights created under this Agreement are not intended to affect any rights which either the Specialist or the Hospital may have apart from this Agreement.

13. DEFINITIONS

In this Agreement:

Agreement means The AMA, Barwon Health Full-time Anaesthetists' Certified Agreement 2001.

Award means the Hospital Specialists and Medical Administrators Interim Award 1996.
Clinical Duties includes, but is not limited to:

- All theatre activities
- All anaesthesia activities in other locations including the Endoscopy Suite, Medical Imaging, Labour Ward, Emergency Medicine Department and Cardiology
- Pre and post-operative care activities
- Acute pain service activities
- Special consultations
- Ward procedures
- Chronic pain management activities
- Supervision of cardiopulmonary bypass
- Pre-admission clinics
- Rostering session (1 per week for 1 Anaesthetist)

Hospital means The Geelong Hospital, Barwon Health.

Ordinary Hourly Rate means the rate of payment which shall be based on the Specialist classifications set out in Clause 19.

On-call period means a 12 - 14 hour block of time, out of hours, when the Specialist will be exclusively available for recall to the Geelong Hospital. A weekend day of 24 hours or a public holiday of 24 hours constitutes 2 on-call periods.

Organisational Change means any change in Organisation, structure, program or technology that is likely to have significant effects on full-time Anaesthetists.

Private Practice Fund means The Geelong Hospital Anaesthetics Special Purposes Fund.

Relative Value Guide (RVG) means the Australian Medical Association Relative Value Guide to Anaesthetic Services one to the other on the basis of difficulty and time, as published in the AMA List of Medical Fees and Services dated 1 November 2001. The dollar rates and the 50% loading for After Hours Emergencies do not apply to this agreement. The M2 modifier will be paid for all emergency cases.

Relative Value Unit (RVU) means a unit of measurement as defined under the RVG system.

Superannuation Guarantee means the Hospital's contribution on behalf of a full-time Anaesthetist to an approved superannuation fund in accordance with the Superannuation Guarantee (Administration) Act 1992.

14 APPOINTMENT/RE-APPOINTMENT

- 14.1 All appointments (whether for appointment, re-appointment or for promotion) shall be made on the basis of merit with the primary objective being to ensure that the best/most appropriate person is chosen for the position.
- 14.2 With appropriate non-discriminatory procedures and practices, the most meritorious applicant will be the person who, in the view of the Medical Appointments Board, is best able to meet the selection criteria of the position.
- 14.3 Merit selection and promotion will be based on the evaluation of the relative abilities, knowledge and skills assessed through a fair and equitable process.
- 14.4 Appointments shall be for a fixed term of not less than one (1) year and not more than five (5) years.
- 14.5 Not less than three (3) months prior to the expiry of the full-time Anaesthetist's appointment, the Hospital shall determine either that a further appointment be offered to him/her without competitive advertisement or that the position be advertised. If the position is so advertised the full-time Anaesthetist may apply for the position.
- 14.6 In the absence of three (3) months notice of intention to advertise, and where the fulltime Anaesthetist is not re-appointed, he/she shall be paid a maximum payment equivalent to total remuneration of three (3) months less any period of notice of intention to advertise actually given.

15 PRIVATE PRACTICE

- 15.1 A full-time Anaesthetist is employed by the Hospital to provide medical services. He/she may provide medical services to private patients and render accounts to those private patients in his/her own name.
- 15.2 He/she shall appoint the Hospital as his/her agent in the collection and disbursements of monies received from those accounts. Such monies shall be fully assigned to the Hospital.
- 15.3 He/she shall be entitled to payments and allowances from the Anaesthetics Special Purposes Fund according to the Constitution of that fund as amended from time to time.

16 PERFORMANCE OBJECTIVES AND REVIEW

- 16.1 The full-time Anaesthetist shall jointly set with his/her Director key performance objectives which will form the basis of performance assessment during the annual performance review.
- 16.2 The performance review process is to clarify the full-time Anaesthetist's role and goals, to provide feedback on performance and the opportunity to discuss performance and career issues.

- 16.3 The performance review process and its outcomes shall form an integral part of the review mechanism for re-appointment at the expiry of the full-time Anaesthetist's contract.

17 PROFESSIONAL DEVELOPMENT

- 17.1 The full-time Anaesthetist shall jointly develop with his/her Director a program of professional development, including maintenance of knowledge and expertise through membership of and attendance at professional bodies, programs, seminars and participation in the Australian and New Zealand College of Anaesthetists Maintenance of Professional Standards program.
- 17.2 The Hospital may request a full-time Anaesthetist to attend a professional conference where it is in the Hospital's interest. Such request will require a recommendation from the Director of Anaesthesia and the approval of the Director of Clinical Services (Medical).
- 17.3 A full-time Anaesthetist shall be entitled to 2 weeks study/conference leave in a twelve (12) month period which may be taken subject to recommendation of the Director of Anaesthesia and approval of the Director of Clinical Services (Medical). Such leave may be accrued to a maximum of four (4) weeks over a two (2) year period subject to approval of the Director of Clinical Services/Medical.

18 QUALITY ASSURANCE/QUALITY IMPROVEMENT

- 18.1 The Hospital is committed to the development of an active program of quality assurance activities designed to monitor, maintain and improve the quality of patient care and service to an optimal level, within the constraints of available resources, and consistent with achievable goals.
- 18.2 The parties recognise the importance of a range of quality assurance and improvement activities which are designed to ensure that all departments and services set and attain goals of continuous improvement in quality.
- 18.3 The activities should form a cycle that is planned and systematic to monitor and assess important areas of care and service, taking action to improve them as necessary, evaluate the results of such action and feedback to all employees involved, the results of these activities. Monitoring of the process should occur at each step and it should be an ongoing program.
- 18.4 The full-time Anaesthetist will be required to participate in quality assurance/quality improvement programs in the following ways:
- through membership of relevant committees and departmental staff meetings- by participation in departmental level quality assurance activities- through attendance at general staff meetings; through participation in staff training/education programs
- 18.5 Participation in and contribution to quality assurance/quality improvement programs will form an integral part of the review mechanism for re-appointment at the expiry of the full-time Anaesthetist's appointment.

19 REMUNERATION

19.1 The remuneration structure for full-time Anaesthetists includes continuous duty allowance, on call allowance, and annual leave loading. Where a fully maintained motor vehicle is provided, it will have a value as determined by the Barwon Health Motor Vehicle Policy as determined from time to time.

19.2 The annual rate of remuneration for full-time Anaesthetists (excluding Superannuation Guarantee contributions) will be:

| LEVEL | REMUNERATION FROM 1/7/01 | REMUNERATION FROM 1/7/02 |
|--------------|---------------------------------|---------------------------------|
| AN11 | \$138,314.15 | \$150,188.58 |
| AN21 | \$154,028.30 | \$166,374.15 |
| AN22 | \$160,133.96 | \$172,662.98 |
| AN23 | \$166,239.62 | \$178,951.81 |
| AN24 | \$172,340.00 | \$185,235.20 |
| AN25 | \$178,450.00 | \$191,528.50 |
| AN26 | \$187,608.49 | \$200,961.75 |
| AN27 | \$202,871.70 | \$216,682.85 |

19.3 The above remuneration shall be further varied by future industry-wide agreements between the AMA, VHIA and / or DHS.

20. HOURS OF WORK

20.1 The ordinary hours of work shall be thirty eight (38) hours per week worked Monday to Friday over four (4) days between 0730 hours and 1830 hours.

20.2 A full-time Anaesthetist shall work 33 hours on clinical duties in up to seven (7) clinical sessions per week, depending on the length of the sessions. The 38 hours will include a block of 5 consecutive rostered hours non-clinical time. The Director and Deputy Director shall work up to five (5) clinical sessions per week.

20.3 Unpredicted extended working periods beyond 1 hour of the scheduled finishing time may be claimed as overtime, and if claimed will be based on RVG rates using a formula agreed with the Hospital. Overtime so paid will not be included in the aggregate calculation of clinical hours for that week.

20.4 If at the request of the hospital, an Anaesthetist agrees to work hours in excess of 38 hours during normal working hours, payment for such work on additional days will be in accordance with the hourly rates payable to Geelong Hospital VMO Anaesthetists applicable at the time.

21 ON CALL

- 21.1 A full-time Anaesthetist shall be available for work outside the ordinary hours of work and shall be entitled to one (1) week's additional paid leave.
- 21.2 The on call payment included in the remuneration set out in Clause 19 covers up to five (5) on call periods per month. Any additional on call periods will be paid at the rate of \$287.50 for each extra on call period, which shall be varied from time to time by the proportion of any increases arising from industry-wide agreements between the AMA, VHIA and / or DHS.
- 21.3 The roster requires that there be a first and second on-call anaesthetist for each on-call period. The second on-call anaesthetist will provide coverage for:
- (a) Cardio-thoracic surgery
 - (b) Obstetric emergencies
 - (c) Assistance in other areas only at the request of the first on-call anaesthetist

22. AFTER HOURS WORK

- 22.1 After hours work additional to the normal roster shall be paid on the basis of the current AMA Anaesthetics Relative Value Guide (RVG) in effect at the time, with the exception that the After Hours Emergency loading will not apply. Instead, the M2 Modifier will be applied in the case of after hours emergencies.
- 22.2 The RVG Unit value will be \$21.84 from 1 July 2001. The unit value will increase to \$22.50 from 1 July 2002. The unit value shall be further varied by the proportion of future industry-wide agreements between the AMA, VHIA and / or DHS.
- 22.3 Where a public holiday falls between Monday to Friday inclusive, remuneration for a rostered full-time Anaesthetist shall be on the basis of the RVG with an additional day of leave in lieu of the public holiday.

23 LEAVE

23.1 ANNUAL LEAVE

A full-time Anaesthetist shall accrue four (4) weeks annual leave in a twelve (12) month period, plus an additional week in accordance with the provisions of Clause 21. This leave is to be taken within twelve (12) months of the anniversary date of the accrual of the full entitlement.

23.2 LONG SERVICE LEAVE

- 23.2.1 A full time Anaesthetist shall accrue twenty six (26) weeks long service leave upon the completion of fifteen (15) years continuous service.
- 23.2.2 Such leave must be taken within two (2) years of accrual. It may be taken at any time, subject to departmental Fostering, after the first completed ten (10) year period of service, or transferred service, up to the level of accrued credit.

23.2.3 After the completion of 15 years' service, further long service leave of two months may be taken at the completion of each additional five years service.

23.3 SABBATICAL LEAVE

23.3.1 A full time Anaesthetist shall, upon the completion of six (6) years continuous service with the Hospital, be entitled to twenty six (26) weeks' sabbatical leave to undertake research and/or study programs subject to approval by the Hospital.

23.3.2 Sabbatical leave may be taken in two (2) blocks of up to three (3) months subject to approval by the Director of Anaesthesia and Chief of Services and authorisation by the Director of Clinical Services/Medical.

23.3.3 Financial support for travel, course fees, conference fees and sundries relating to sabbatical leave shall be funded from the Anaesthetics Special Purposes fund according to its constitution as amended from time to time.

23.4 SICK LEAVE

23.4.1 A full-time Anaesthetist is entitled to sick leave on full pay for a period not exceeding in the aggregate twenty eight (28) working days for each year of service, such leave as is not taken being cumulative from year to year.

23.5.2 Sick leave accumulated and credited prior to the commencement of this Agreement shall be recognised during the life of the Agreement.

24. MEDICAL DEFENCE COVER

24.1 Medical Defence Cover will be provided for by and under the rules of the Anaesthetics Special Purposes Fund at a level consistent with the Hospital's policy in relation to the particular speciality as amended from time to time.

24.2 The provision will adequately cover the treatment of private patients within the Hospital.

25. SUPERANNUATION

25.1 The Hospital shall provide the prescribed minimum level of superannuation support required under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) in addition to the remuneration detailed in 19.2 above.

25.2 Any legislative increase in the Superannuation Guarantee payment will be met by the Hospital and will be taken into account when renegotiating this Agreement

25.3 The Hospital shall, where requested by the Practitioner, make provision to pay the Practitioner's superannuation entitlements to a regulated Superannuation Fund of the Practitioner's choice.

26. SALARY PACKAGING

- 26.1 The Hospital, because of its status as a benevolent institution is exempt from fringe benefit tax and is able to offer full-time Anaesthetists the opportunity to participate in The Geelong Hospital Salary Packaging Program which enables him/her to package up to the legislated limit as a Fringe Benefit Tax exempt amount, plus a non-FBT exempt amount, where the total does not exceed fifty percent (50%) of annual remuneration less Superannuation Guarantee payment.
- 26.2 An administrative fee will be charged which is made up of fifty dollars (\$50) set up cost (initially and on each occasion the package is varied) and two and a half percent (2.5%) of the amount packaged.
- 26.3 Should the cost of salary packaging to the Hospital be increased in the future by legislative or other factors, then the cost will be borne by the full-time Anaesthetist, or he/she may choose to discontinue his/her participation in the program.

27. CONSULTATION

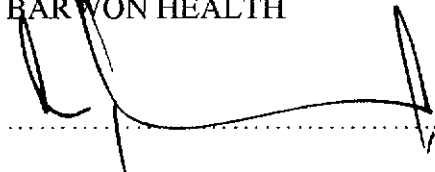
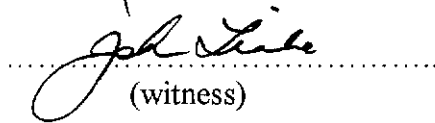
- 27.1 The Hospital is committed to consultation and agreement on organisational change.
- 27.2 The onus to demonstrate the merit and/or desirability of organisational. changes lies with the initiating party of the proposed change.
- 27.3 Agreement on proposals for organisational change can only properly be reached after information has been provided and consultation/discussion has occurred within the time frame that will allow the change to proceed without prejudicing the interests of the Hospital, its patients and/or employees.

28. DISPUTE RESOLUTION PROCEDURE

- 28.1 Any dispute or grievance relating to a full-time Anaesthetist's employment shall be referred to the Director of Clinical Services (Medical) for resolution.
- 28.2 If the dispute or grievance is not resolved, the Director of Clinical Services (Medical) shall refer the matter to the Chief Executive of the Hospital for resolution.
- 28.3 If the dispute or grievance is not resolved by the Chief Executive (or his/her nominee), the Chief Executive shall inform the full-time Anaesthetist of his/her right to be represented at a meeting of the parties by a representative of the Australian Medical Association (Vic Branch).
- 28.4 If the matter is still not resolved, either party may seek to have the matter referred to the Australian Industrial Relations Commission whose decision shall be final and binding on the parties.


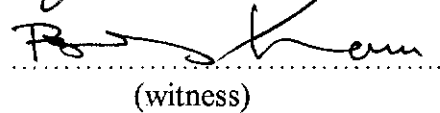
SIGNATORIES

For and on behalf of
BARWON HEALTH


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(witness)

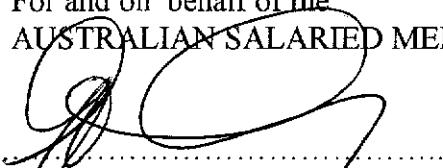
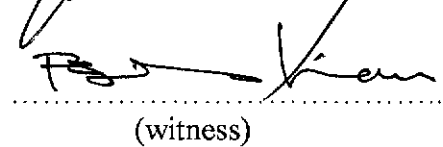
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31 - 1 - 2002
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(Date)

For and on behalf of the
AUSTRALIAN MEDICAL ASSOCIATION (Victoria) LIMITED


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(witness)

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1 FEB 2002
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(Date)

For and on behalf of the
AUSTRALIAN SALARIED MEDICAL PRACTITIONERS FEDERATION


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(witness)

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OFFICER
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1 FEB 2002
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