

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

**Australian Salaried Medical Officers Federation**  
(AG2003/7762)

**AUSTRALIAN MEDICAL ASSOCIATION, ROYAL CHILDREN'S HOSPITAL**  
**FULL TIME ANAESTHETISTS CERTIFIED AGREEMENT 2002**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 14 OCTOBER 2003

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

**PREAMBLE**

On 13 October 2003 I certified the abovementioned agreement. My reasons and the certificate follow.

This is an application to certify an agreement to be known as the *Australian Medical Association, Royal Children's Hospital Full Time Anaesthetists Certified Agreement 2002*, that is made pursuant to S.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Ms G. Kitchin for the Royal Children's Hospital and Mr R. Felmingham for the Australian Salaried Medical Officers Federation (ASMOF), and having read the statutory declarations of Kathy Marie Alexander filed on behalf of the Royal Children's Hospital and 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 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 1 July 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 from 13 October 2003 in accordance with its terms which provide that it shall have effect from the beginning of the first pay period on or after 1 July 2002.

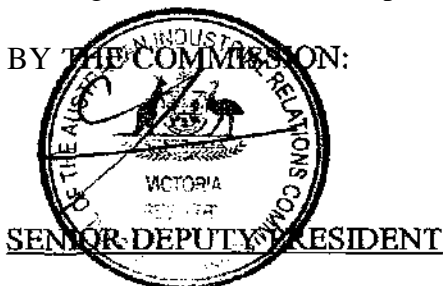
I note that an unregistered association of employees, the Australian Medical Association, is also a party to the agreement. The agreement that is certified is the agreement between the Royal Children's Hospital and the ASMOF.

### CERTIFICATION OF AGREEMENT

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

This agreement comes into operation on the date of certification, being 13 October 2003.

BY THE COMMISSION:



*Appearances:*

*G. Kitchen* on behalf of Royal Children's Hospital.

*R. Felmingham* on behalf of the ASMOF.

*Hearing details:*

2003.

Melbourne:

October, 13.

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AMA - ROYAL CHILDREN'S HOSPITAL  
FULL-TIME ANAESTHETISTS  
CERTIFIED AGREEMENT 2002

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

**Health Industry  
Melbourne 2002**

**1. TITLE**

This agreement shall be called the Australian Medical Association, Royal Children's Hospital Full Time Anaesthetists Certified Agreement 2002.

**2. INCIDENCE AND PARTIES BOUND**

- 2.1 This agreement is entered into under the provisions of the *Workplace Relations Act 1996* between the Women's and Children's Health Care Network solely in respect to its Royal Children's Hospital campus ("the Hospital"), the Australian Medical Association Victoria ("the AMA") and the Australian Salaried Medical Officers Federation. This agreement applies to the provision of medical services by full-time Specialist Anaesthetists at the Royal Children's Hospital.
- 2.2 This agreement replaces the *Royal Children's Hospital Full Time Anaesthetists Certified Agreement 1999*.

**3. ARRANGEMENT**

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

This agreement shall take effect from the beginning of the first full pay period commencing on or after 1 July 2002 and shall remain in force until 1 July 2005.

#### **5. RELATIONSHIP TO AWARDS AND AGREEMENTS**

5.1 The terms and conditions of this agreement shall be read in conjunction with the *AMA Women's and Children's (Senior Medical Specialists) Certified Agreement 2003*.

5.2 Where a provision of this agreement is inconsistent with a provision of the above Award or Agreement, this Agreement shall prevail.

#### **6. PERFORMANCE REVIEW AND OBJECTIVES**

The Director shall assess the performance targets set out in this clause. The performance targets shall be;

1. Development and implementation of a pre - operative system for managing patients with complex needs.
2. Each consultant anaesthetist shall provide evidence of post-operative attendance in at least 10% of patients.
3. Each consultant anaesthetist shall partake in an audit or research project approved by the Director per 2 years.
4. Undertake benchmarking studies with other anaesthetic departments on agreed areas.
5. Starting time is 0830 and 1330 and is defined as the "specified starting time". In accordance with delay codes, the start of a procedure should not be delayed due to anaesthetic exigencies in more than 30% of lists.
6. Each consultant anaesthetist shall attend departmental meetings on 50% of all occasions.
7. The consultant must provide evidence of involvement in the Australian and New Zealand College of Anaesthetists Maintenance of Professional Standards Program or similar recognised program.

## 7. RATES OF PAY

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

Classification	First full period to commence on or after 1 July 2002	First full period to commence on or after 1 January 2003	First full period to commence on or after 1 January 2004	First full period to commence on or after 1 January 2005
Specialist Year 1	\$132,612.70	\$136,591.10	\$140,688.80	\$144,909.50
Specialist Year 2	\$136,484.60	\$140,579.20	\$144,796.60	\$149,140.50
Specialist Year 3	\$140,356.50	\$144,567.30	\$148,904.30	\$153,371.40
Senior Specialist Year 4	\$144,228.40	\$148,555.30	\$153,012.00	\$157,602.40
Senior Specialist Year 5	\$148,498.90	\$152,953.90	\$157,542.50	\$162,268.80
Senior Specialist Year 6	\$152,946.50	\$157,534.80	\$162,260.80	\$167,128.60
Senior Specialist Year 7	\$157,570.80	\$162,298.00	\$167,166.90	\$172,181.90
Senior Specialist Year 8	\$162,380.50	\$167,251.90	\$172,269.50	\$177,437.60
Senior Specialist Year 9	\$164,882.30	\$169,828.70	\$174,923.60	\$180,171.30
Prin Specialist Level 1	\$167,384.00	\$172,405.50	\$177,577.70	\$182,905.00
Prin Specialist Level 2	\$172,534.00	\$177,710.00	\$183,041.30	\$188,532.50

7.2 These rates include both the 10% On Call and 10% Continuous Duty allowances payable pursuant to the *Hospital Specialists and Medical Administrators Interim Award 1996*.

## 8. HOURS OF WORK

8.1 A medical officer's hours of work shall be 40 hours between 7.30 am and 6.00 pm. spread over any five or fewer days per week as determined by the Head of Department, of no more than 10 hours in any one shift.

8.2 The 40 ordinary hours of duty (other than on call and/or recall) shall be worked in rostered periods as designated by the Hospital, each period being continuous notwithstanding meal breaks of not less than thirty minutes duration, necessarily

taken which would count as time worked unless the officer is not available to answer calls during such meal intervals.

- 8.3 No medical officer shall work more than 1 week night per week or 1 weekend in 5 unless agreed in advance. A week night is defined as Monday to Friday inclusive.
- 8.4 Staff anaesthetists shall spend 25/32 of their normal contracted hours rostered to clinical service and 7/32 shall be available for non - clinical duties.
- 8.5 The Director shall spend 16/32 of normal contracted hours providing clinical service and shall be available for non - clinical duties. Deputy Director/s shall spend 19/32 of their normal contracted hours providing clinical service and 13/32 shall be available for non - clinical duties. All clinical work required to be worked in excess of 40 hours will be paid at overtime rates of time and a half.
- 8.6 Non - clinical duties means time not rostered to theatre or other clinical duties, that is available for research, teaching, administration, personal continuing education or similar activities.
- 8.7 In order to gain additional experience any medical officer (with the consent of the Director and Divisional Director) shall be able to exchange two sessions per week with a doctor in another hospital provided the arrangement is cost neutral.
- 8.8 By agreement between the medical officer and the Director, a medical officer may undertake one session of clinical duty in addition to his/her rostered 40 hours per week for which the medical officer shall be paid a minimum of 3.5 hours at time and a half.

## 9. ON CALL

- 9.1 A full time anaesthetist shall be available and work outside the ordinary hours of work and shall be entitled to one (1) weeks paid leave in addition to the leave provisions of the parent certified agreement.
- 9.2 The on call provision inclusive in the above remuneration structure comprehends that no full time anaesthetist shall be required to work more than one (1) week night per week or one (1) weekend in five (5) unless agreed in advance.
- 9.3 An on call period during the week is defined as between 6.00pm and 7.30am.
- 9.4 An on call period on the weekend is defined as between 7.30am Saturday and 7.30am Monday.
- 9.5 Any additional on call period is to be paid at one CA070 payment per on call period. CA070 shall be paid at four units at:
  - \$30.60 per unit from the first pay period to commence on or after 1 July 2002;
  - \$31.50 per unit from the first pay period to commence on or after 1 January 2003;

- \$32.40 per unit from the first pay period to commence on or after 1 January 2004; and
- \$33.40 per unit from the first pay period to commence on or after 1 January 2005.

## **10. AFTER HOURS WORK**

- 10.1 After hops work additional to the normal roster shall be paid on the basis of the RVG system provided for in the Australian Medical Association 'Relative Value Guide to Anaesthetic Services one to the other on the basis of difficulty and time<sup>1</sup>, as published from time to time in the AMA List of Medical Fees and Services, at the unit values specified in sub-clause 9.5 of the agreement. The dollar rates set out in the AMA Relative Value Guide do not apply to this agreement.
- 10.2 Where a public holiday falls on a rostered day of duty, remuneration for cases attended that day shall be on the basis of the RVG system at the rates specified in sub-clause 9.5 above with an additional day of annual leave in lieu of the public holiday.
- 10.3 There shall be no payment for recall to privately insured patients. The full time anaesthetist is responsible for collecting fees from such patients.

## **11. PRIVATE PRACTICE**

- 11.1 "Private patient" means private inpatient and private non-admitted patient, and includes any person not eligible to be treated free of charge as a public patient.
- 11.2 A medical officer may, with the permission of the Hospital's Board of Management use Hospital facilities and equipment to carry on a private practice subject to the following conditions.
- 11.3 General Conditions

- (a) A medical officer may render accounts and collect fees him/herself for private patient services or appoint the hospital as his/her agent to render accounts and collect fees in the medical officer's name.
- (b) Fees collected for all "in hours" private patients shall be paid into a Department Special Purposes Fund operated by the Hospital or, at the election of the medical officer into a separate bank account operated under the medical officer's name. Monies in the Department Special Purposes Fund together with accumulated interest, shall be expended strictly in accordance with clause 11.4.

All records of income and expenditure must be maintained and an auditable statement forwarded to the Hospital by 31 August for the preceding financial year.



- (c) If a medical officer fails to comply with any of the conditions applying to his/her exercise of private practice, including those in clause 11.4 the hospital may suspend or revoke the medical officer's right of private practice.
- (d) The conditions of private practice set out in this agreement have been based on the assumption that no less than 25% and no more than 40% of Hospital patients will be private patients. If, in any 12 month period, the number of private in patients is less than 25% or more than 40% of total admissions, the parties agree to re negotiate the conditions of private practice. If no agreement is reached within three months of re negotiation discussions commencing, then the matter will be referred to a Committee consisting of the President of the Medical Practitioners' Board of Victoria or nominee (who shall be Chairman), Chief Executive Officer and the Divisional Director of Specialist Services. Decisions of the Committee shall be final and binding on the Hospital and the medical officer.

#### 11.4 Distribution of Monies

Monies contained in the Special Purposes Fund referred to in clause 11.3 (b) shall be expended for the following purposes in order of priority.

- (a) The first call on monies shall be to reimburse the Hospital for reasonable expenses which the Hospital has advised the medical officer it has incurred in rendering accounts and collecting fees on behalf of a medical officer who has appointed the Hospital as his/her agent under clause 11.3.
- (b) The next call will be \$20,000 per annum to be placed in a separate fund and used for the benefit of the Department as a whole - to pay for journal, books, slides and educational and research aids for staff and trainees; and for other expenses deemed appropriate by a majority of the full time specialist contributors.
- (c) The next call will be to make a distribution to contributors in order to reach a net 25% (or a percentage determined by available funds) of base salary derived from private practice. Net private practice income will be determined by deducting agreed practice expenses from gross "in hours" private practice income. Agreed practical expenses include professional subscriptions; AMA, College and Professional Society fees; conference expenses and office expenses to a total agreed on an annual basis by a majority of contributors.
- (d) The next call when all participants have received 25% will be to pay an amount up to a further \$20,000 to the separate Department fund to enhance the functions outlined above or for a purpose related to anaesthesia, agreed by a majority of the group.
- (e) Remaining funds will be distributed to contributors up to a maximum of a net 40% of base salary derived from private practice. Any funds remaining will be used for equipment, research and scholarships, as agreed by a majority of contributors.

- (f) Net private practice income derived from "in hours" patients, which exceeds 40% of annual base salary in any financial year, will be returned to the Department fund.

#### **11.5 Review of Private Practice Arrangements**

The parties agree to review the current private practice arrangements and where agreement is reached on new provisions that will affect the operation of any clause in this enterprise agreement, an appropriate variation to this enterprise agreement will be made in accordance with clause 14.

### **12. DISPUTE RESOLUTION**

12.1 It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties. It is recognised that from time to time individual medical officers may have grievances, which need to be resolved in the interests of good relationships. A medical officer will have the right for grievances to be heard through all levels of line management.

- (a) In the first instance the medical officer shall attempt to resolve the grievance with his/her Department Head;
- (b) If the medical officer still feels aggrieved then the matter shall be referred to the Divisional director Specialist Services;
- (c) If the matter is still unresolved it shall be referred to the Executive Director - Medical for resolution;
- (d) 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.

12.3 The medical officer will be informed of his/her right to have a representative present at any stage in the process.

12.4 Until the grievance is resolved, work shall continue normally in accordance with custom and practice before the grievance arose, while discussions take place.

### **13. NO EXTRA CLAIMS**

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

### **14. VARIATION OF AGREEMENT**

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

### **15. 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.

## SIGNATORIES

For and on behalf of  
THE WOMEN'S AND CHILDREN'S HEALTH SERVICE

*K Alexander*  
.....

*Elizabeth Kennedy*  
.....  
(witness)

*14/9/03*  
.....  
(Date)

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

*[Signature]*  
.....

*[Signature]*  
.....  
(witness)

Douglas James Bishop *12/9/03*  
.....  
JP - 9767 - 92 (Date)  
6 Merion Court, Sunbury, 3429

For and on behalf of the  
AUSTRALIAN SALARIED MEDICAL PRACTITIONERS FEDERATION

*[Signature]*  
.....

*[Signature]*  
.....  
(witness)

*19/9/03*  
.....  
(Date)

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