

The Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation, Eastern Health Service, General Practitioner Obstetrician Visiting Medical Officer Certified Agreement 2004

1. TITLE

The Agreement is called the Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation, Eastern Health Service, General Practitioner Obstetrician Visiting Medical Officer Certified Agreement 2004.

2. ARRANGEMENT

1. Title
 2. Arrangement
 3. Date and Period of Operation
 4. Incidence and Parties Bound
 5. Relationship Between this Agreement and By Laws
 6. Savings
 7. No Extra Claims
 8. Agreement Renewal
 9. Definitions
 10. Duties and Obligations of the Practitioner
 - 10.1 General
 - 10.2 Changes to Duties
 - 10.3 On Call
 11. Obligations of Eastern Health Service
 12. Remuneration
 - 12.1 General
 - 12.2 Salary Packaging
 - 12.3 Claims for Payments
 13. Notice When Leave Taken
 14. Confidentiality\Non Disclosure of Information
 15. Incapacity
 16. Settlement of Disputes
 17. Termination of Employment
 - 17.1 Termination on Notice
 - 17.2 Termination for a Reason
 18. Consultation
 19. Continuing Medical Education
- Schedule

3. DATE AND PERIOD OF OPERATION

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

4. INCIDENCE AND PARTIES BOUND

4.1 The parties to this Agreement are:

4.1.1 Eastern Health Service;

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 Public Patient obstetric medical services to Eastern Health Service by employees of Eastern Health Service who are employed in the capacity of General Practitioner Visiting Medical Officers at the Angliss Hospital ("Practitioner").

5. RELATIONSHIP BETWEEN THIS AGREEMENT AND BY LAWS

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

6. SAVINGS

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

7. NO EXTRA CLAIMS

- 7.1 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.
- 7.2 The Australian Medical Association, Practitioners and Eastern Health Service 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.
- 7.3 Subject to Eastern Health Service meeting its obligations to consult under this Agreement or a contract of employment binding on Eastern Health Service, it is not the intent of this provision to inhibit, limit or restrict Eastern Health Service's right or ability to introduce change at the workplace.

8. RENEWAL OF AGREEMENT

- 8.1 Not later than six (6) months prior to the date on which this Agreement nominally expires, Eastern Health Service agrees to enter into discussions with the Practitioners or their authorised representatives with a view to reaching a new agreement by the nominal expiry date.
- 8.2 Eastern Health Service must advise the Practitioners that this Agreement is due for renegotiation at least six (6) months prior to the date on which this Agreement nominally expires.
- 8.3 If no agreement has been reached by the nominal expiry date, it is agreed that a new agreement will apply from the day after the nominal expiry date. This sub clause does not apply where a Practitioner does not begin discussions with Eastern Health Service within 30 days of being notified under Clause 8.2.

9. DEFINITIONS

- 9.1 "**Act**" means: except where otherwise indicated by this Agreement the Health Services Act (1988) Victoria and any amendment thereto and regulations made there under by the Governor-in-Council.
- 9.2 "**Board**" means: the Board of Directors of Eastern Health.
- 9.3 "**By-Laws**" means: the by-laws of Eastern Health however styled in effect at the date of this Agreement together with all amendments thereto lawfully enacted from time to time.
- 9.4 "**Clause**" means: a clause in this Agreement.

- 9.5 **“Compensable Patient”** means: an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth) who is entitled to be paid compensation damages, or other benefits in respect of an injury, illness or disease for which he or she is receiving hospital services and includes a WorkCover patient, Transport Accident Commission and Veterans Affairs patients.
- 9.6 **“Director of Medical Services”** means: the Director of Medical Services of the Campus / Clinical Program of Eastern Health Service, however styled, and includes the nominee of such person.
- 9.7 **“Eastern Health”** means: its campuses and hospital sites and any successor entity.
- 9.8 **“Hospital Patient”** means: a Public Patient being a patient in respect of whom Eastern Health Service provides comprehensive care, including necessary medical, nursing and diagnostic services, by means of its own staff or by Medical Practitioners and others who provide such services pursuant to agreed arrangements.
- 9.9 **“Medical Practitioner”** means: a medical practitioner registered under the Medical Practice Act (1994) Victoria.
- 9.10 **“Practitioner”** means: the general practitioner obstetrician visiting medical officer employed under this Agreement.
- 9.11 **“Private Patients”** means: any patient who requests admission as a private patient, i.e. acknowledges that their private health insurance or some other mechanism will remunerate Eastern Health Service or the Practitioner for their fees.
- 9.12 **“Private Practice”** means: services provided by the Practitioner to Private Patients. It includes services to Compensable Patients but excludes the preparation of medicolegal reports.
- 9.13 **“Public Patient”** means: an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth) who elects to be treated as a public inpatient or a public outpatient in respect of whom Eastern Health Service provides comprehensive care, including all necessary medical, nursing and diagnostic services by means of its own staff and by other agreed arrangements without charge to the eligible person.
- 9.14 **“Record of Service Rendered”** means: the prescribed form provided by Eastern Health Service to record a service provided by the Practitioner to a Hospital Patient according to the terms and conditions of this Agreement.
- 9.15 **“Schedule”** means: the Schedule in this Agreement.
- 9.16 **“Unit Head”** means: a Medical Practitioner who by virtue of his / her position description is designated as the head of a craft group (or part thereof).

10. DUTIES AND OBLIGATIONS OF PRACTITIONERS

A Practitioner must provide medical care and expertise to Eastern Health Service in the capacity in which he / she is employed and must:

- 10.1 General
- 10.1.1 Perform the duties and exercise the functions delegated or assigned to him / her by the Director of Medical Services or his / her delegate consistent with the Practitioner’s appointment.

- 10.1.2 In the discharge of those duties, at all times comply with the constitution, objects, regulations and By-Laws of Eastern Health Service as lawfully enacted or made from time to time, and Eastern Health Service's policies and circulars as published from time to time.
 - 10.1.3 Comply with all relevant legislation.
 - 10.1.4 Act with due propriety, decorum and professionalism in his / her dealings for, and on behalf of, Eastern Health Service.
 - 10.1.5 Promote the interests of Eastern Health Service at all times.
 - 10.1.6 Maintain current registration as required by the Medical Practice Act 1994 and provide evidence of this annually if requested.
 - 10.1.7 Immediately notify Eastern Health Service where the Practitioner becomes aware of an actual or potential adverse event (complaint, incident, or possible litigation, subpoena, negligence) involving a patient of Eastern Health Service.
 - 10.1.8 Immediately notify Eastern Health Service in writing should the Practitioner become the subject of investigation by the Medical Practitioners Board of Victoria or its successor.
 - 10.1.9 Immediately notify Eastern Health Service in writing should any professional registration be suspended, revoked or amended.
 - 10.1.10 Immediately notify Eastern Health Service if his / her credentials at any other hospital or day procedure centre are limited in any way.
 - 10.1.11 Provide as requested to the Director of Medical Services evidence of Registration with the Medical Practitioners Board of Victoria, Fellowship of RACGP and Diploma of RANZCOG, and Medical Indemnity.
 - 10.1.12 Be responsible for the delivery of quality services, the participation in quality monitoring activities and for continual improvement activities within their spheres of control.
 - 10.1.13 Comply with the policies of Eastern Health Service.
 - 10.1.14 Co-operate with any review by a Clinical Review Committee of Eastern Health Service.
- 10.2 Eastern Health Service may make reasonable changes to the Practitioners' duties from time to time.
- 10.3 On Call

On call commitments are an integral component of a Practitioner's appointment to Eastern Health Service. It is expected that a Practitioner will be available for on call duties as rostered by Eastern Health Service and paid for that duty consistent with the Schedule.

11. OBLIGATIONS OF EASTERN HEALTH SERVICE

Eastern Health Service recognises the contribution made to the health service by Practitioners and its obligations to the Practitioners. Eastern Health Service:

- 11.1 Shall provide junior medical, nursing and allied health staff and equipment for routine safe care, consistent with Eastern Health Service's model of care in the particular discipline.
- 11.2 Represents to the Practitioners that pursuant to the public liability / malpractice insurance contract entered into by the Minister for Health for the State of Victoria on behalf of Eastern Health Service (amongst others), the Practitioners are Named Insured under that contract and entitled to indemnity as provided by and subject to the terms and conditions of that contract.
- 11.3 Shall notify the Practitioners of changes to Eastern Health Service By-Laws and Policies and Procedures of Eastern Health Service where they impact on the role of the Practitioners.
- 11.4 Is committed to the aims and objectives of the Whistleblowers Protection Act 2001. Eastern Health Service recognises the value of transparency and accountability in its administrative and management practices, and supports the making of disclosures that reveal corrupt conduct, conduct involving a substantial mismanagement of public resources, or conduct involving a substantial risk to public health and safety or the environment. Refer also to Whistleblowers Protection Act 2001 Policies and Procedures.
- 11.5 Shall ensure an efficient means of communication is available for the Practitioners when rostered on call. Eastern Health Service reserves the right to charge the Practitioners for any non-hospital calls.
- 11.6 Shall immediately and without delay forward to the Practitioners any information or documents which may be relevant to the Practitioners in executing their functions as Practitioners.
- 11.7 Shall ensure that the same advantages are extended to the Practitioners as are extended to the hospital staff in general. In particular the Practitioners may avail themselves, free of cost, of counselling such as critical debriefing which is available to other staff.
- 11.8 Shall ensure a safe working environment as far as practicable.
- 11.9 Shall ensure the Practitioners are permitted to admit and treat Private Patients and Compensable Patients at Eastern Health Service using hospital facilities and consumables subject to Eastern Health Service's admission policies and availability of resources. Time spent by a Practitioner in providing services for such patients will not be remunerated by Eastern Health Service.

12. REMUNERATION

12.1 General

12.1.1 In consideration of a Practitioner providing services to Eastern Health Service, the Practitioner's remuneration will be in accordance with the fees set out in the Schedule.

12.1.2 Eastern Health Service will deduct PAYG taxation instalments from gross remuneration paid to a Practitioner unless the Commissioner of Taxation directs otherwise.

12.1.3 In addition to the remuneration described in the Schedule, Eastern Health Service will contribute to a complying Superannuation Fund contributions that are required by law for the benefit of a Practitioner.

12.1.4 Total remuneration as described in the Schedule is inclusive of all benefits excluding superannuation but including annual leave, sick leave, long service leave, maternity leave, paternity leave, family leave, parental leave, long service leave, conference / study leave, sabbatical leave, compassionate leave, as well as any allowance, penalty, loading or other payments that may otherwise accrue except for those payments provided for under this Agreement.

12.2 Salary Packaging

Salary packaging will be available in accordance with the policies and procedures of Eastern Health Service. The policies and procedures may change from time to time including changes to FBT or other tax requirements.

12.3 Claims for Payment

12.3.1 Payment in accordance with this Agreement will be made by Eastern Health Service on a four (4) weekly or fortnightly basis, as determined by Eastern Health Service, following receipt from a Practitioner of a signed Record of Services Rendered and any other supporting documentation required by Eastern Health Service, setting out in detail the services for which the claim is made. All claims must be authorised by Medical Administration or nominee.

12.3.2 A Practitioner must submit all timesheets / claims and details for authorisation no more than two (2) months beyond the date of provision of the services to which the claims relate.

13. NOTICE WHEN LEAVE TAKEN

13.1 A Practitioner must provide written notice to Eastern Health Service in advance of any period during which the Practitioner will not be available to provide Medical Services and ensure adequate arrangements are made to cover such absence by another Medical Practitioner who is appointed and credentialed by Eastern Health Service.

14. CONFIDENTIALITY / NON-DISCLOSURE OF INFORMATION

14.1 A Practitioner must not at any time either during the continuance of this Agreement or after its termination, divulge either directly or indirectly, to any person, confidential knowledge or information acquired during the course of their employment.

14.2 The exceptions to Clause 14.1 are where:

14.2.1 Eastern Health Service has directed or permitted the divulging of the confidential knowledge or information to the person to whom it was divulged;

14.2.2 The divulging of the confidential knowledge or information is reasonably necessary in the course of the Practitioner's duties; or

14.2.3 The divulging of the confidential knowledge or information is required by law.

- 14.3 Confidential knowledge or information will mean, for the purposes of Clauses 14.1 and 14.2, knowledge or information regarding the business transactions, affairs, property, policies, processes or activities of Eastern Health Service, its committees and sub-committees, that is plainly of a confidential nature and treated by Eastern Health Service as such.
- 14.4 A Practitioner shall comply with the requirements of Section 141 of the Act which relates to the unlawful disclosure of patient information and with the relevant provisions of the Health Records Act 2001.

15. INCAPACITY

- 15.1 If a Practitioner is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond their control ("the Incapacity") from discharging in full the duties required of the Practitioner for a period longer than three (3) months then Eastern Health Service will have the right, subject to the provisions of the Act or Clause 17.2 if relevant, and taking into consideration the nature of the Incapacity and requirements of Eastern Health Service, by notice in writing to the Practitioner, terminate the employment of the Practitioner in accordance with Clause 17.1.
- 15.2 Eastern Health Service may at any time and from time to time, so long as the Incapacity will continue, require a Practitioner to provide satisfactory evidence to Eastern Health Service of such Incapacity and the cause thereof.

16. SETTLEMENT OF DISPUTES

- 16.1 In every case where the parties fail to agree upon some issue, matter or thing, the subject of or touching or concerning this Agreement, except for unsatisfactory performance, conduct or renewal or non-renewal of appointment ("The Issue"), they shall follow these procedures:
- 16.1.1 The parties intend that most Issues will be resolved informally between a Practitioner and the Practitioner's immediate supervisor. The parties agree that they will promptly resolve any grievance or industrial dispute by informal conciliation without resort to industrial action of any kind by Medical Practitioners or stand downs by Eastern Health Service.
- 16.1.2 Every effort will be made to ensure that any Issue will be resolved under this Clause within seven (7) days or as close to seven (7) days as practical circumstances will allow. This time frame includes Issues relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement.
- 16.1.3 Until the Issue is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.
- 16.1.4 No party is prejudiced as to final settlement of the Issue by continuing to work during the dispute.

16.2 Process for Resolving Disputes

- 16.2.1 The Practitioner shall attempt to resolve the Issue directly with their Unit Head. The Practitioner and / or the Unit Head may request the presence of another member of staff or representative to represent their interests.
- 16.2.2 If the Issue is still unresolved, it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Practitioner and, if the Practitioner chooses, an Australian Medical Association representative or any other person.
- 16.2.3 If the parties are still unable to reach a resolution, the Issue shall be referred to the Australian Industrial Relations Commission for a resolution by conciliation and, if necessary, arbitration, pursuant to s.170LW of the Workplace Relations Act 1996.

16.3 At every stage in the attempted resolution of the Issue:

- 16.3.1 The Practitioner shall be given adequate opportunity to address the individual or individuals representing Eastern Health Service and to present evidence.
- 16.3.2 The Practitioner shall be entitled to ask for and receive reasons for the decision, opinion, view, act or omission (as the case may be) of the individual or individuals representing Eastern Health Service.
- 16.3.3 The parties shall use their best endeavours to ensure that that process by which the Issue is sought to be resolved is not delayed.

- 16.4 Until the Issue is resolved, the Practitioner shall ensure that he / she continues to provide medical expertise to Eastern Health Service. Until the Issue is resolved, Eastern Health Service will continue to comply with its obligations to the Practitioner as outlined in Clause 10. No party shall be prejudiced as to the final resolution of the Issue by the continuance of the provision of those services in accordance with this Agreement.

17. TERMINATION OF EMPLOYMENT

17.1 Termination on Notice

A Practitioner's employment may be terminated by Eastern Health Service or by the Practitioner by serving on the other party three (3) months' written notice of termination.

17.2 Termination for Reason

Without prejudice to Eastern Health Service's rights under Clause 15 and subject to the Act, a Practitioner may be terminated by Eastern Health Service if the Practitioner at any time:

- 17.2.1 Commits any serious or persistent breach of any of the provisions of this Agreement.
- 17.2.2 Engages in serious misconduct or neglect in the discharge of duties required of the Practitioner hereunder.
- 17.2.3 Breaches Clause 14 "Confidentiality / Non-Disclosure of Information".
- 17.2.4 Fails to comply with the obligations concerning medical indemnity membership

- 17.2.5 Is found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act 1994, or if any limitation, condition or restriction on the practice of the Practitioner is imposed pursuant to Part 3 – Division 2 of that Act.
 - 17.2.6 After counselling still fails to meet the standards reasonably required by Eastern Health Service's credentialing processes in respect of the continuing education of the Practitioner.
 - 17.2.7 In the opinion of two (2) independent psychiatrists (the Australian Medical Association will be consulted regarding the choice of these Medical Practitioners) and not inconsistent with Clause 15, the Practitioner becomes of unsound mind.
 - 17.2.8 Is found guilty of a criminal offence other than an offence, which in the reasonable opinion of the Board should not affect the Practitioner's employment, by Eastern Health Service.
 - 17.2.9 Fails or refuses to comply with any lawful directions given to the Practitioner by Eastern Health Service or any person authorised by Eastern Health Service.
 - 17.2.10 Has their credentials revoked by Eastern Health Service.
 - 17.2.11 Is incapable of providing, or is not a fit and proper person to provide, the services of a Medical Practitioner.
- 17.3 If a Practitioner's appointment to the hospital's medical staff has terminated, he / she may not provide medical services at the hospital to Hospital Patients, Private Patients or Compensable Patients.

18. CONSULTATION

- 18.1 Where Eastern Health Service decides to make changes to the manner in which Public Patient obstetric services are provided or decides to purchase equipment or change administrative practices that are likely to affect a Practitioner, Eastern Health Service must discuss the changes with the Practitioner prior to acting on its decision. Examples of change include amending the obstetrics service model in a way that limits or excludes the Practitioners when compared to the status quo, purchase of new equipment or change to billing administration.
- 18.2 Eastern Health Service must provide a Practitioner with an opportunity to both consider information relevant to the change and to make suggestions or alternatives to the proposed change. Where a number of Practitioners may be affected, the opportunity must also be provided to the VMO Group.
- 18.3 Eastern Health Service recognises the responsibility of a Practitioner to manage their Private Practice and undertakes to consider the Practitioner's Private Practice responsibilities when implementing decisions.
- 18.4 Nothing in this Clause limits Eastern Health Service's authority to implement change other than where limited under this Agreement.

19. CONTINUING MEDICAL EDUCATION (CME)

19.1 Eastern Health Service must apply to RACGP for CME accreditation on behalf of a Practitioner where the Practitioner has participated in:

19.1.1 Obstetrics and Paediatrics meetings;

19.1.2 Perinatal Mortality meetings; and

19.1.3 any other medical education lecture intended to enhance the Practitioner's obstetric or paediatrics knowledge or skill.

Signatories

For and behalf of Eastern Health Service

Chief Executive Officer

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

Chief Executive Officer

For and behalf of the Australian Salaried Medical Officers' Federation

Chief Executive Officer (Victoria Branch)

SCHEDULE 1

1.1. Fees for services

Code	Description of Service	Rate as of 01/04/04
ANC	Antenatal Consultation at the hospital due to pregnancy complication.	\$30.20
DEL	Management of Labour and attendance for delivery by any means including post partum care for 5 days.	\$453.58
INCOMP	Incomplete confinement where the practitioner has attended and managed the confinement prior to referral.	\$453.58
COMPLEX	Management of labour and delivery, where in the course of antenatal supervision or intra-partum management, one or more of the following condition is present, including postnatal care for 7 days <ul style="list-style-type: none"> • recurrent ante-partum haemorrhage necessitating attendance at hospital after 20 weeks gestation; • baby with a birth weight less than or equal to 2500gm; • preexisting diabetes mellitus dependant on medication, or gestational diabetes requiring at least daily blood glucose monitoring; • trial of vaginal delivery in a patient with uterine scar • preexisting hypertension requiring antihypertensive medication, or pregnancy induced hypertension of at least 140/90mmHg associated with at least 1+proteinuria on urinalysis; • prolonged labour greater than 12 hours with partogram evidence of abnormal cervimetric progress; • fetal distress defined by significant cardiograph abnormality requiring immediate delivery. 	\$800.00
Assist	Assistance at Emergency Caesarean Section, where the practitioner has managed the confinement	\$103.65
2 nd Trim	Management of 2 nd Trimester Labour and Delivery	\$245.75
Manual Rem	Manual Removal of Retained Placenta under anaesthesia or regional analgesia in the Operating Theatre	\$181.15
Call	For each on call period On Call (Weekday) 5pm to 8am each day Monday to Friday (Weekend) 8am Saturday to 8am Sunday (Weekend) 8am Sunday to 8am Monday	\$150.00 \$300.00 \$300.00

1.2. Claims for items not included under item 1.1 will not be payable unless prior authorisation obtained from the Director of Medical Services, Angliss Hospital.

1.3. The amounts payable in item 1.1 will be increased by 3% on the 1st January 2005

1.4. Remuneration for attendance at compulsory meetings will be paid at \$140.00 per hour indexed each 1 January by Melbourne CPI.