

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

Australian Salaried Medical Officers Federation

and

Australian Medical Association (AMA) (Vic Branch)

and

Barwon Health, The Geelong Hospital

(AG2005/5319)

BARWON HEALTH VISITING MEDICAL SPECIALISTS' CERTIFIED

AGREEMENT 2003

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 7 SEPTEMBER 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 7 September 2005 and shall remain in force until 31 October 2006.

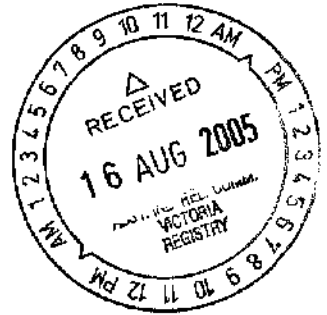
BY THE COMMISSION:



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Australian Industrial Relations Commission

CERTIFIED AGREEMENT

**1 TITLE**

This Agreement shall be called the Barwon Health Visiting Medical Specialists' Certified Agreement 2003 (the "Agreement").

2 INCIDENCE AND PARTIES BOUND

The parties to this Agreement are:

2.1 Barwon Health;

2.2 The Australian Medical Association Victoria on behalf of its members and those eligible to be its members; and

2.3 The Australian Salaried Medical Officers' Federation (Victoria)

This Agreement applies to the provision of medical services to Barwon Health and its patients by Visiting Medical Specialists, excepting Visiting Medical Specialists employed in Anaesthetists.

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4 DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of signing, however, its date of effect is 1 November 2003, and it shall remain in force until 31 October 2006.

5 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.

6 VARIATION OF AGREEMENT

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

7 AIM OF THE AGREEMENT

This Agreement aims to:

7.1 maintain and develop the ongoing viability and growth of Barwon Health through the provision of quality patient care in an increasingly competitive environment.

7.2 establish a commitment between Barwon Health and the Visiting Medical Specialists to continuous improvement in patient care, resource utilisation, work practices, productivity, teaching and research.

8 EMPLOYMENT PROCESS

The following employment processes will apply in respect of Visiting Medical Specialists:

8.1 Selection for appointment will be based on merit.

8.2 A Medical Appointments Committee comprising University, College, Medical and Executive staff and Barwon Health Board of Directors representatives will make recommendations on medical staff appointments to the Board of Directors.

8.3 Re-appointment will be subject to continuing and thoroughly satisfactory performance.

8.4 On-going peer review and management assessment will review the performance of all Visiting Medical Specialists annually.

8.5 Variation of fractions and non-renewal of contracts shall not be harsh, unjust or unreasonable, and contracts of no less than three (3) years will be standard save for 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 a continuing or ongoing employment relationship.

8.6 The reappointment of individuals who constantly are assessed as delivering "continuing and thoroughly satisfactory performance" will not be subject of public advertisement.

8.7 A Medical Review Committee will be convened as and when required to consider issues referred to it by the Board of Directors involving a Visiting Medical Specialist whose performance may not be "continuing and thoroughly satisfactory".

9 POSITION DESCRIPTION

The following generic position description will apply to all Visiting Medical Specialists:

9.1 to accept appropriate responsibility for the management of all patients admitted to their care once the Visiting Medical Specialist has been notified of the patient's admission under his/her bed card, including regular liaison between the specialist and the registrar, and to attend to patients in a timely manner.

9.2 to ensure that patients under their care are treated with due care, compassion, dignity and respect at all times and without compromise.

9.3 to ensure that patients under their care (or their guardians) are appropriately and as **fully** informed as possible of their medical condition and the planned treatment they will receive and, in particular, give adequate information to allow the patients to make informed decisions.

9.4 to ensure that the activities of registrars, hospital medical officers and medical students assigned to a Visiting Medical Specialist are adequately and appropriately supervised and directed with delegated responsibilities in accordance with their position and their level of experience, Barwon Health procedures and policies.

9.5 to provide adequate written and/or verbal information to ensure nursing staff are appropriately informed of all treatment decisions and plans for the care of individual patients.

9.6 to attend Barwon Health at such times and frequency as agreed at the time of appointment and as subsequently and mutually amended, including participation in a receiving or service roster, and at other times necessary to discharge their overall responsibility for patient management.

9.7 to provide after hours services within their speciality as agreed at the time of appointment and as subsequently reviewed with the Chief of Service and Chief Medical Officer.

9.8 (Proceduralists) to maintain an active review of their waiting list, appropriately prioritise patients according to clinical need and urgency category and use their best endeavours to keep the waiting list as low as possible by efficiently using available operating time in close liaison with registrars and theatre staff.

9.9 to practice within the limits of credentials granted at appointment and subsequently reviewed.

9.10 to participate in medical student teaching activities as mutually agreed with the Clinical Sub-Dean of the St. Vincent's and the Geelong Hospital's Clinical School.

9.11 ensure that there is sufficient detailed information in each patient's medical record in relation to the provision of pre-operative, intra-operative and post-operative care for:

- * the patient to receive effective continuing care
- * effective communication within the health team
- * another medical practitioner or other health professional to assume and/or participate in the effective delivery of care of those individual patients
- * regular evaluation of patient care, for research, quality assurance or medico/legal review
- * allocation of complete and precise diagnosis procedure codes including co-morbidities.

9.12 ensure that the medical staff within the specialist unit use their best endeavours to provide the referring medical practitioners and the patient's usual general practitioner with a sufficiently detailed summary of a patient's admission within forty eight (48) hours of discharge, either through electronic transfer, through the Ward Based Discharge Summary, or written summary.

10 QUALITY IMPROVEMENT

10.1 All Visiting Medical Specialists are required to participate in quality improvement activities.

10.2 Barwon Health will produce, on an individual and annual basis, a clinical activity profile of each Visiting Medical Specialist which will remain confidential to the Visiting Medical Specialist, the Chief of Service and the Chief Medical Officer save for acknowledgment as 'satisfactory' or 'unsatisfactory', and will be managed under the auspices of the Barwon Health Quality Improvement Committee.

10.3 All Visiting Medical Specialists will become familiar with, participate in and contribute to the EQUIP standards, in particular, to the components of Continuum of Care, Safe Practice and Environment and Improving Performance.

10.4 All Visiting Medical Specialist will present a summary of his/her practice, research and quality improvement activities at their annual performance review with his/her Chief of Service. This summary, while required annually, will be used as one aspect of a formal one (1), three (3) or five (5) yearly review of performance.

10.5 A whole day's pay (7 ordinary hours) will be made to each Visiting Medical Specialist on production of such a report satisfactory to the Chief Medical Officer. Payment will only be made for reports that have been genuinely researched.

11 BASIS OF EMPLOYMENT

11.1 Visiting Medical Specialists will be engaged on a "fractional basis".

The fractional allocation will encompass:

11.1.1 Direct public patient care and related activities, including 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.

11.1.2 Management/administrative responsibilities, including duties associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, and reports.

11.1.3 Attendance at meetings constituted by Barwon Health or at the request of Barwon Health, including for example: when appointed to represent the medical staff on a Barwon Health committee; when appointed to represent Barwon Health 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 Barwon Health business.

11.1.4 Participation in quality assurance activities as required by Barwon Health, including 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.

11.1.5 Teaching and research as required by Barwon Health and not directly funded by a University.

11.1.6 Practice in a Distant Location (where an allowance is not paid)

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

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

11.4 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 for the purpose of sub-clause 11.3.

12 HOURS OF WORK

12.1 Ordinary / In Hours of work

The ordinary / in hours of work shall be between 7am and 7pm, Monday to Friday save for proceduralists where the hours shall be 7am to 6.30pm.

12.2. After/ Out of Hours of work

The after/out of hours work shall be between 7pm (6.30pm for proceduralists) and 7am Monday to Friday, and Saturday, Sunday and Public Holidays.

13 RATES OF PAY

13.1.1 Specialist means a Doctor who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy Barwon Health that the appointment is warranted.

13.1.2 Senior Specialist means a Doctor who in addition to the qualifications for a Specialist role has not less than three years practical experience in that specialty after obtaining the higher qualification, or sufficient experience in the specialties to satisfy Barwon Health that the appointment is warranted.

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

13.1.3 Principal Specialist means a Doctor appointed as such by Barwon Health. In addition to the qualifications for a Specialist role they must have not less than nine years practical experience in that specialty after obtaining the higher qualification, or sufficient experience in the specialty to satisfy Barwon Health that the appointment is warranted. A Doctor appointed as a head of department or unit in a teaching hospital Group 1A or Group 1B will be paid no less than a Principal Specialist Level 2.

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

13.1.4 Executive Specialist means a Doctor appointed as such by Barwon Health. An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2. Examples of such responsibility could include:

13.1.4 (a) Responsibility over a range of units/departments

13.1.4 (b) Direct supervision of a number of Principal Specialists Level 2

13.1.4 (c) Required to serve on the Executive Management Team of Barwon Health

13.1.4 (d) Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline.

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

13.2 Rates of Pay

13.2.1 Visiting Medical Specialists shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2003.

Classification	0.1-7 Hours per week- Minimum Hourly Rate	7.1-10.5 Hours per week- Minimum Hourly Rate	10.6-14.0 Hours per week- Minimum Hourly Rate	14.1-17.5 Hours per week- Minimum Hourly Rate	17.6+ Hours per week- Minimum Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$101.90

8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$105.50
9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$109.00
Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Executive Specialist					
Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

13.2.2 A Visiting Medical Specialist shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2004.

Classification	0.1-7 Hours per week- Minimum Hourly Rate	7.1-10.5 Hours per week- Minimum Hourly Rate	10.6-14.0 Hours per week- Minimum Hourly Rate	14.1-17.5 Hours per week- Minimum Hourly Rate	17.6+ Hours per week- Minimum Hourly Rate
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$105.00
8th year as Specialist	\$101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$108.70
9th year as Specialist and thereafter	\$104.90	\$ 105.70	\$ 108.40	\$ 110.20	\$112.30
Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$ 113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

13.2.3 A Visiting Medical Specialist shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2005.

Classification	0.1-7 Hours per week- Minimum Hourly Rate	7.1-10.5 Hours per week- Minimum Hourly Rate	10.6-14.0 Hours per week- Minimum Hourly Rate	14.1-17.5 Hours per week- Minimum Hourly Rate	17.6+ Hours per week- Minimum Hourly Rate
Specialist					

Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20

14. ON-CALL/ RECALL ARRANGEMENTS

14.1 The following payments will be made to Visiting Medical Specialists for On Call/ Recall duty at The Geelong Hospital.

14.1.1 From the first pay period to commence on or after 1 November 2003:

Specialty	Payment per On call Period	Recall Payment
General Medicine	\$221.28	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays.
General Surgery	\$178.78	100% CMBS
Paediatric Medicine	\$147.08	\$115.56
Obstetrics & Gynaecology	\$327.38	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays. In addition there will be a one hour payment for each call requiring attendance at the hospital.
Urology	\$79.78	Time based recalls at 125% of the hourly rate between 7pm-7am Monday to Friday, and at 150% of the hourly rate on weekends & public holidays. Minimum recall payment of 1.5 hours at the

appropriate rate

Where a registrar is unable to be provided to the Urology Service for 1 week or more, an additional payment of 10 hours at the ordinary hourly rate will be made to the Visiting Medical Specialist (Urology) on call for that week or pro rata thereof.

Normally, payment of 2 hours at the ordinary hourly rate will be made per weekend to the Visiting Medical Specialist (Urology) on call for regular ward rounds and continuity of patient care, or pro rata payment.

Orthopaedics	\$19.78	100% CMBS
ENT Surgery	\$79.78	100% CMBS
Plastic Surgery	\$94.78	100% CMBS
Medical Oncology	\$79.78	CMBS Item 110 for recalls between 7pm and 7am

CMBS Item 116 for recalls between 7am and 7pm

Where a registrar is unable to be provided to the Medical Oncology Service for 1 week or more, an additional payment of 8 hours will be made to the Visiting Medical Specialist (Oncology) on call for that week or pro rata payment thereof.

Renal Medicine	\$59.78	100% CMBS
Gastroenterology	\$19.78	100% CMBS
Vascular Surgery	\$19.78	100% CMBS
Endocrinology	\$19.78	100% CMBS
Infectious Diseases	\$19.78	100% CMBS
Cardiology	\$19.78	100% CMBS
Respiratory Medicine	\$19.78	100% CMBS
Neurology	\$19.78	100% CMBS
Oral & Maxillofacial Surgery	\$19.78	100% CMBS
Ophthalmology	\$19.78	100% CMBS
Dermatology	—	100% CMBS

14.1.2 From the first pay period to commence on or after 1 January 2004:

Specialty	Payment per On call Period	Recall Payment
General Medicine	\$227.92	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays.
General Surgery	\$184.14	100% CMBS
Paediatric Medicine	\$151.49	\$119.03
Obstetrics & Gynaecology	\$337.20	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays. In addition there will be a one hour payment for each call requiring attendance at the hospital.
Urology	\$82.17	Time based recalls at 125% of the hourly rate between 7pm-7am Monday to Friday, and at 150% of the hourly rate on weekends & public holidays. Minimum recall payment of 1.5 hours at the appropriate rate Where a registrar is unable to be provided to the Urology Service for 1 week or more, an additional payment of 10 hours at the ordinary hourly rate will be made to the Visiting Medical Specialist (Urology) on call for that week or pro rata thereof. Normally, payment of 2 hours at the ordinary hourly rate will be made per weekend to the Visiting Medical Specialist (Urology) on call for regular ward rounds and continuity of patient care, or pro rata payment.
Orthopaedics	\$20.37	100% CMBS
ENT Surgery	\$82.17	100% CMBS
Plastic Surgery	\$97.62	100% CMBS
Medical Oncology	\$82.17	CMBS Item 110 for recalls between 7pm and 7am CMBS Item 116 for recalls between 7am and 7pm

Where a registrar is unable to be provided to the Medical Oncology Service for 1 week or more, an additional payment of 8 hours will be made to the Visiting Medical Specialist (Oncology) on call for that week or pro rata payment thereof.

Renal Medicine	\$61.57	100% CMBS
Gastroenterology	\$20.37	100% CMBS
Vascular Surgery	\$20.37	100% CMBS
Endocrinology	\$20.37	100% CMBS
Infectious Diseases	\$20.37	100% CMBS
Cardiology	\$20.37	100% CMBS
Respiratory Medicine	\$20.37	100% CMBS
Neurology	\$20.37	100% CMBS
Oral & Maxillofacial Surgery	\$20.37	100% CMBS
Ophthalmology	\$20.37	100% CMBS
Dermatology	—	100% CMBS

14.1.3 From the first pay period to commence on or after 1 January 2005:

Specialty	Payment per On call Period	Recall Payment
General Medicine	\$234.76	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays.
General Surgery	\$189.66	100% CMBS
Paediatric Medicine	\$156.03	\$122.60
Obstetrics & Gynaecology	\$347.32	Time based recalls at 132% of the hourly rate between 7pm-7am Monday to Friday, and at 159% of the hourly rate on weekends & public holidays. In addition there will be a one hour payment for each call requiring attendance at the hospital.

Urology	\$84.64	<p>Time based recalls at 125% of the hourly rate between 7pm-7am Monday to Friday, and at 150% of the hourly rate on weekends & public holidays.</p> <p>Minimum recall payment of 1.5 hours at the appropriate rate</p> <p>Where a registrar is unable to be provided to the Urology Service for 1 week or more, an additional payment of 10 hours at the ordinary hourly rate will be made to the Visiting Medical Specialist (Urology) on call for that week or pro rata thereof.</p> <p>Normally, payment of 2 hours at the ordinary hourly rate will be made per weekend to the Visiting Medical Specialist (Urology) on call for regular ward rounds and continuity of patient care, or pro rata payment.</p>
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Orthopaedics	\$20.98	100% CMBS
ENT Surgery	\$84.64	100% CMBS
Plastic Surgery	\$100.55	100% CMBS
Medical Oncology	\$84.64	<p>CMBS Item 110 for recalls between 7pm and 7am</p> <p>CMBS Item 116 for recalls between 7am and 7pm</p> <p>Where a registrar is unable to be provided to the Medical Oncology Service for 1 week or more, an additional payment of 8 hours will be made to the Visiting Medical Specialist (Oncology) on call for that week or pro rata payment thereof.</p>

Renal Medicine	\$63.42	100% CMBS
Gastroenterology	\$20.98	100% CMBS
Vascular Surgery	\$20.98	100% CMBS
Endocrinology	\$20.98	100% CMBS
Infectious Diseases	\$20.98	100% CMBS
Cardiology	\$20.98	100% CMBS
Respiratory Medicine	\$20.98	100% CMBS
Neurology	\$20.98	100% CMBS
Oral & Maxillofacial	\$20.98	100% CMBS

Surgery

Ophthalmology \$20.98 100% CMBS

Dermatology - 100% CMBS

14.1.4 The following payments will be made to Visiting Specialists for On Call / Recall duty at the Grace McKellar Centre from the first pay period to commence on or after the dates indicated:

1 November 2003	1 January 2004	1 January 2005	
Payment per On call Period	Payment per On call Period	Payment per On call Period	Recall
\$244.08	\$251.40	\$258.94	125% of hourly rate (7.00pm to 7.00am Weekdays) 150% of hourly rate (Weekends, Public Holidays) Travel 75% of hourly rate for each recall

14.1.5 The following payments will be made to Visiting Specialists for On Call / Recall duty in Psychiatry Services from the first pay period to commence on or after the dates indicated:

1 November 2003	1 January 2004	1 January 2005	
Payment per On call Period	Payment per On call Period	Payment per On call Period	Recall
\$244.08	\$251.40	\$258.94	132% of hourly rate (7.00pm to 7.00am Monday-Friday) 159% of hourly rate (Weekends and Public Holidays)

14.1.6 From the first pay period to commence on or after 1 January 2006 the above on call and recall arrangements cease to apply and will be replaced by the following:

14.1.6 (a) The Geelong Hospital

On Call Category	Payment per On Call Period	Recall Payment	
		CMBS	Time Based
		(100% of Current CMBS In Hours and Out of Hours)	

1	3.5 Hours Pay*	Paediatric Medicine General Surgery General Medicine ** Vascular Surgery	Obstetrics & Gynaecology 132% Hourly rate 7 pm-7 am M-F, 159% hourly rate weekends & Public Holidays
2	1 Hours Pay*	Endocrinology Infectious Diseases Medical Oncology Gastroenterology Cardiology Renal Medicine ENT Oral & Maxillofacial Surgery Plastic Surgery	Urology If recall involves theatre procedures, 100% CMBS (Initial patient consultations prior to a theatre procedure will be included within the CMBS claim (104's or 105's) and not as a separate recall consultation) OR if recall does not involve theatre procedures time based recalls at 132% of the hourly rate between 7pm- 7am Monday to Friday, and at 150% of the hourly rate on weekends & Public Holidays, (minimum recall 1.5 hrs)
3	0.66 Hours Pay*	Orthopaedics Ophthalmology Neurology Respiratory Medicine Dermatology	
4	No On-Call Payment		

* "Hours Pay" is the rate for a 6th Year Specialist working 7.1-10.5 hours per week, at the time that the work is performed. The rate is \$98.20 from 1 January 2005, and will be increased by the proportion of any future centrally negotiated increases to the State-wide Minimum Rates.

** The recall payment for General Medicine will include an admitting ward round.

14.2 On Call Categories

The following Categories will apply to the status of On Call availability of Visiting Medical Specialists from the first pay period to commence on or after 1 January 2006

- 14.2.1 Category 1 - 'Exclusive' - The Consultant is immediately contactable, and available to attend the Barwon Health facility as soon as clinically required, within 15 minutes if necessary.
- 14.2.2 Category 2- 'Available' - The Consultant is immediately contactable, and available to attend the Barwon Health facility as soon as clinically required, within 60 minutes if necessary.
- 14.2.3 Category 3 - 'Consultative' - The Consultant is available for telephone consultation and is prepared, if clinically required, to attend the Barwon Health facility within an appropriate time.

- 14.2.4 Category 4- 'Specialty Specific' - The Consultant may be available for telephone consultation, and if clinically required, may attend the Barwon Health facility if and when they are available. No On Call payment is payable in this category.

With the agreement of both parties the category of on call for any specialty group may be changed to reflect on call requirements at that time.

14.3 Recall Categories

The following Categories will apply to the recall payments to Visiting Medical Specialists from the first pay period to commence on or after 1 January 2006

- 14.3.1 "CMBS"; Recall payments for both In Hours and Out of Hours recall will be at 100% of the current Commonwealth Medicare Benefits Schedule.
- 14.3.2 "Time Based": A multiple of the Visiting Medical Specialist's usual hourly rate, with some specialty specific rules as appropriate to the nature of the recall workload.
- 14.3.3 For the Obstetrics and Gynaecology speciality there will be a one hour payment for each call requiring attendance at the Hospital.
- 14.3.4 Where a registrar is unable to be provided to the Urology Service for 1 week or more, an additional payment of 10 hours at the ordinary hourly rate will be made to the Visiting Medical Specialist (Urology) on call for that week or pro rata thereof.
- 14.3.5 Normally, payment of 2 hours at the ordinary hourly rate will be made per weekend day to the Visiting Medical Specialist (Urology) on call for regular ward rounds and continuity of patient care, or pro rata payment. Accordingly no recalls will be claimed in the following situations:
- (a) On or about the time of the regular weekend ward round.
 - (b) At weekends where the Unit Registrar is rostered on and the ward round by the consultant has not been undertaken.
- 14.3.6 Where a registrar is unable to be provided to the Medical Oncology Service for 1 week or more, an additional payment of 8 hours will be made to the Visiting Medical Specialist (Oncology) on call for that week or pro rata payment thereof.
- 14.3.7 When a Visiting Medical Specialist who is on call and is recalled to Barwon Health during an on call period of 24 hours and is not undertaking their normal sessional work, he/she will be remunerated at the rate of recall set out in 14.1.
- 14.3.8 When a Visiting Medical Specialist is recalled to Barwon Health for the emergency or urgent care of a patient and is neither on call nor working within the usual fractional time allocation, he/she will be remunerated at the rate of 100% CMBS.

- 14.4 From the first pay period to commence on or after 1 January 2006 the below on call and recall arrangements apply at Grace McKellar Centre

1 January 2006

Payment per On call Period	Recall
\$258.94	125% of hourly rate (7.00pm to 7.00am Weekdays) 150% of hourly rate (Weekends, Public Holidays) Travel 75% of hourly rate for each recall

- 14.5 From the first pay period to commence on or after 1 January 2006 the below on call and recall arrangements apply for Psychiatry Services

1 January 2006

Payment per On call Period	Recall
\$258.94	132% of hourly rate (7.00pm to 7.00am Weekdays) 159% of hourly rate (Weekends, Public Holidays)

14.6 On Call/Recall Responsibilities of Visiting Medical Specialists.

All Visiting Medical Specialists appointed to Barwon Health are required to adhere to the following arrangements in respect of on call/recall responsibilities:

- 14.6.1 To participate in the after hour on call roster for their speciality.
- 14.6.2 Up to 31 December 2005, to be contactable by telephone and be in a position to provide advice to nursing staff, resident medical officers, registrars and other Visiting Medical Specialist's as needed but within fifteen (15) minutes); and to make themselves available to return to Barwon Health within a reasonable period of time depending on the patient's medical condition when they are rostered on call and an on call payment is made.
- 14.6.3 To complete recall claim forms within three (3) business days of the on call period worked and to forward them to the Clinical Services Directorate for authorisation and presentation to the Payroll Services department by the twenty first (21) day of the month.
- 14.6.4 Each speciality is to provide a roster covering each and every day of the year, including periods of leave for other Visiting Medical Specialists in that specialty, and any locum who is

appointed save where a Visiting Medical Specialist is on Long Service Leave and cannot provide cover, Barwon Health will provide a locum, if available.

14.6.5 To maintain continuity of care of all patients under the Visiting Medical Specialist's bed card at all times by that Visiting Medical Specialist's unit or through timely and effective communication with other specialist medical staff in hours and after hours.

14.6.6 To undertake emergency and urgent procedures both in hours and after hours when they are the receiving or on call Visiting Medical Specialist, with the expectation that in the majority of cases, Visiting Medical Specialists will be able to undertake this work in hours when the time and theatre is available save for when they are involved in the emergency care of a patient elsewhere.

14.6.7 If a specialist is not available or contactable the receiving or on call General Physician or General Surgeon will be responsible for coordinating the patient's care.

15 APPROVED COMMITTEES

15.1 The following are the Approved Committees with the number of Visiting Medical Specialists for which payment of up to one and a half hours will be made for each meeting attended:

Committee	Up to
Medical Appointments	3 Visiting Medical Specialists
Drug and Therapeutic	4 Visiting Medical Specialists
Barwon Health Infection Prevention Service	2 Visiting Medical Specialists
Credentials	3 Visiting Medical Specialists
Board of Graduate Studies	4 Visiting Medical Specialists
Mortality Review	6 Visiting Medical Specialists
Perinatal Audit	All Visiting Medical Specialist Paediatricians who attend
Clinico Pathological (CPC)	3 Visiting Medical Specialists involved in preparation and presentation of case
Women's & Children's Services Adverse Events	1 Paediatrician
Baxter Maternity Services Advisory Group	1 Paediatrician
Ethics and Research	3 Visiting Medical Specialists
Barwon Health Clinical Risk Management	4 Visiting Medical Specialists

- 15.2 Ad hoc committees established from time to time would also be recognised for payment when a Visiting Medical Specialist is specifically requested, needed and attends.
- 15.3 Members of Committees will be selected by Barwon Health on the basis of their capacity to advise on the issues covered by a Committee's brief. Consideration will be given to nominations from the Medical Staff Group. Visiting Medical Specialists so appointed will receive a letter of appointment from Barwon Health confirming their appointment, tenure and the procedures to be followed in claiming payment.
- 15.4 Barwon Health will not make payment for Medical Staff Group Meetings, College Meetings, Journal Clubs, or attendance at the Tuesday Grand Round.

16 PROVISION OF MOBILE PHONES OR REIMBURSEMENT OF COST

When a Visiting Medical Specialist is required to be in telephone contact for work purposes, Barwon Health must provide a fully funded mobile phone for the Visiting Medical Specialist's work use; or fully reimburse the Visiting Medical Specialist for all reasonable and actual costs incurred by the Visiting Medical Specialist when making or receiving work related telephone calls.

17 SUPERANNUATION

17.1 Superannuation Guarantee payments will be made to a Visiting Medical Specialist whose employment relationship with Barwon Health is that of a direct employee and not through an incorporated practice.

17.2 Where a Visiting Medical Specialist as defined in Clause 17.1 above is a member of the HSB Contributory Scheme, HOS fund or has his/her own complying fund, the Superannuation Guarantee will be paid on his/her ordinary time earnings, including salary sacrifice.

17.3 Superannuation Guarantee payments will be made monthly where payments are directed to the Hospitals' Superannuation Board and the Visiting Medical Specialists' complying superannuation fund.

18 SALARY PACKAGING

18.1 Barwon Health, because of its status as a benevolent institution, is exempt from fringe benefit tax and is able to offer Visiting Medical Specialists the opportunity to participate in the Barwon Health 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 the Visiting Medical Specialists ordinary allocated (fractional) hours.

18.2 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.

18.3 Should the cost of salary packaging to Barwon Health be increased in the future by legislative or other factors, then the cost will be borne by the Visiting Medical Specialist, or he/she may choose to discontinue his/her participation in the program.

19 LEAVE

19.1 Accrued Entitlements

Any accrued leave entitlements for annual leave, sick leave, and long service leave existing at the commencement date of this agreement shall continue into this Agreement.

19.2 Leave Roster

Each speciality shall confer and prepare a leave roster to ensure adequate coverage for that speciality and submit it to the Chief Medical Officer every three (3) months.

19.3 Annual Leave

19.3.1 A Visiting Medical Specialist shall be entitled to four (4) weeks' leave on the completion of each year of service.

19.3.2 Annual leave shall be granted and taken within a period of six (6) months of its becoming due and at a time suitable to the mutual convenience of Barwon Health and the Visiting Medical Specialist.

19.3.3 A Visiting Medical Specialist will give adequate advance notice (of at least eight (8) weeks) of the taking of such annual leave. Annual Leave applications should be made in writing to the Chief Medical Officer who will provide written approval.

19.4 Compassionate Leave

19.4.1 A Visiting Medical Specialist shall upon notification to Barwon Health be entitled to up to five (5) days of compassionate leave without deduction of fractional payment in the case of the death or serious illness within Australasia of wife, husband, father, mother, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, son daughter or next of kin.

Any additional leave requested would be considered and only granted after determination by the Chief Medical Officer.

19.5 Incapacity and Impairment Leave

If a Visiting Medical Specialist at any time becomes incapacitated or prevented by illness, injury or accident to undertake in full the duties required by Barwon Health for a period longer than three (3) months after the expiry of any paid sick leave to which he/she is entitled, then Barwon Health shall have the right to terminate the Agreement and the

Visiting Medical Specialist's appointment subject to the provisions of the Health Services Act 1988.

During the period of incapacity or impairment where the Visiting Medical Specialist is unable to undertake duties in relation to the treatment of public patients, he/she will also be considered to be on leave in relation to the treatment and admission of private patients and the conduct of private operating lists.

The period during which the Visiting Medical Specialist is on leave will be regarded as continuous service only if satisfactory written evidence of the incapacity and the cause is supplied to the Chief Medical Officer covering the full period without interruption.

19.6 Long Service Leave

A Visiting Medical Specialist on completion of fifteen (15) years continuous service shall be entitled to six (6) months' long service leave and thereafter an additional two (2) months' longer service leave on the completion of each additional five (5) years' service.

The basis for calculation of the payment for long service leave will be the average of the ordinary / in hours of work over the preceding two (2) years of employment.

19.7 Parental and Adoption Leave

A Visiting Medical Specialist shall be entitled to parental and adoption leave in accordance with Schedule IA of the Workplace Relations Act 1996, except that 6 weeks maternity leave and 1 week paternity leave, as the case applies, will be paid at the ordinary time rate in addition to basic entitlements under the Act.

A Visiting Medical Specialist, who commences Parental Leave, will not break continuity of service by any period of absence from employment between engagements not exceeding the periods set out in the leave provisions. Any period of absence which is unpaid will not count as service.

19.8 Sabbatical Leave

A Visiting Medical Specialist shall be entitled to twenty-six (26) weeks' Sabbatical Leave after the completion of a period of six (6) years' continuous service. Such leave requires the approval of the Chief Medical Officer and must related to a relevant and significant activity in the area of research, study, teaching or the gaining of additional experience.

It is agreed that sabbatical leave may be taken in two periods of up to 13 weeks duration which are taken within 2 years of each other.

19.9 Sick Leave

A Visiting Medical Specialist shall be entitled to five point six (5.6) weeks Sick Leave per annum. Such leave shall be cumulative.

19.10 Study/Conference Leave

A Visiting Medical Specialist shall be entitled to two (2) weeks' Study/Conference Leave in any one year.

19.11 Leave Without Pay

A Visiting Medical Specialist shall apply for Leave Without Pay under the terms and conditions of the Barwon Health Leave Without Pay policy.

20 PUBLIC HOLIDAYS

20.1 A Visiting Medical Specialist shall be entitled to the public holidays gazetted in the State of Victoria, namely New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

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

21 DISPUTE RESOLUTION PROCEDURE

Framework for Resolution

- a) The parties intend that most issues will be resolved informally between a Visiting Medical Specialist and the Visiting Medical Specialist'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 doctor's or stand downs by Barwon Health.
- b) Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement.
- c) Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.
- d) No party is prejudiced as to final settlement of the dispute by continuing to work during the dispute.

Process for Resolving Disputes

- e) The Visiting Medical Specialist shall attempt to resolve the dispute directly with their Unit Head.

The Visiting Medical Specialist and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

- f) If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Visiting Medical Specialist and, if the Visiting Medical Specialist chooses, an Association representative or any other person.
- g) If the matter is still unresolved it may be referred to a Board of Reference in accordance with the Workplace Relations Act 1996.
- h) If the Parties are still unable to reach a resolution, the matter shall 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

- i) 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 shall form a quorum.

22 BY-LAWS AND POLICIES

A Visiting Medical Specialist shall at all times comply with the policies and by-laws of Barwon Health (as amended from time to time). If there is any inconsistency between this Agreement and the by-laws and policies, the Agreement shall prevail.

23 STAND DOWN

Barwon Health may stand down a Visiting Medical Specialist without pay in the event that he/she cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which Barwon Health cannot reasonably be held responsible.

Prior to such stand down, Barwon Health shall endeavour, where possible, to discuss critical patient care with the Visiting Medical Specialist or a representative of the speciality.

If a Visiting Medical Specialist is stood down (in writing), he/she is no longer considered by Barwon Health to have a responsibility for individual patient care during the period of stand-down.

However, the standing down of a Visiting Medical Specialist under this provision does not break the continuity of the Visiting Medical Specialist's employment for the purpose of any entitlement under this Agreement.

24 NO FURTHER CLAIMS

The Visiting Medical Specialists and the Australian Medical Association Victoria will not pursue any extra claims for the life of this Agreement,

25 TERMINATION OF EMPLOYMENT

25.1 By the Visiting Medical Specialist

The individual Visiting Medical Specialist will be required to give a minimum of three (3) months notice in writing advising the Chief Medical Officer of such resignation.

25.2 By Barwon Health

The employment of a Visiting Medical Specialist may be terminated by Barwon Health subject to the provisions of Health Services Act 1988, on the following grounds if the Visiting Medical Specialist:

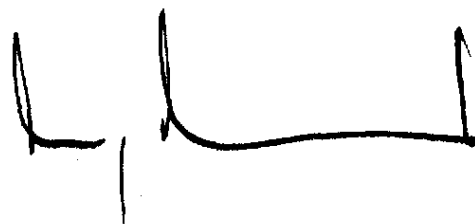
- (a) commits any serious and/or persistent breach of this Agreement.
- (b) is guilty of any serious misconduct or neglect in the discharge of duties required of the Visiting Medical Specialist.
- (c) ceases to hold current registration with the Medical Practitioners' Board of Victoria or ceases to hold membership of a recognised Medical Defence Organisation. Written evidence of such membership will be required on an annual basis.
- (d) has been 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 is imposed pursuant to Part 3, Division 2 of that act that would interfere with the Visiting Medical Specialist's ability to fulfil the required duties as agreed, provided that Barwon Health may not terminate the employment of the Visiting Medical Specialist in reliance upon this clause during such time as any appeal by the Visiting Medical Specialist the finding or the limitation, condition or restriction (as the case may be) remains unresolved.
- (e) failed to meet the standards reasonably required by Barwon Health in respect of continuing education in accordance with relevant college guidelines.
- (f) has become incapacitated or impaired for a prolonged period.
- (g) has been found guilty of any criminal offence other than an offence that would not interfere with the Visiting Medical Specialist's employment by Barwon Health.

Grounds (a) and (b) above shall be referred to the Medical Review Committee.

SIGNATURES

Name

Barry Huncaster



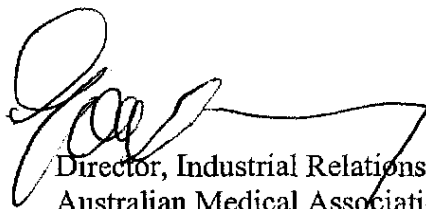
Executive Director Human
Resources
Barwon Health

Date

11 August 2005

Name

Geoff O'Keefe



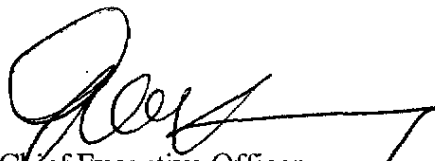
Director, Industrial Relations
Australian Medical Association
Victoria.

Date

16 August 2005

Name

Geoff O'Keefe



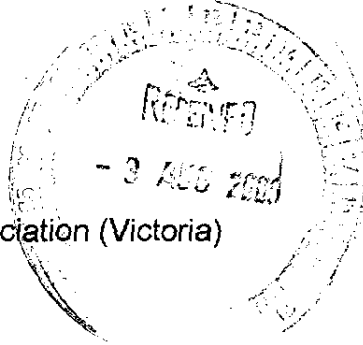
Chief Executive Officer
Australian Salaried Medical
Officers'
Federation (Victoria)

Date

16 August 2005

1 August 2000

Mr Rod Felmingham
Australian Medical Association (Victoria)
293 Royal Parade
Parkville Vic 3052



02220451
**Barwon
Health**

Corporate Office

C/- The Geelong Hospital
Ryrie Street P.O. Box 1855
Geelong Victoria 3220

Telephone 03 5226 7429
Facsimile 03 5226 7672

Dear Rod,

Re Visiting Psychiatrists' Claim for OnCall and Recall

Further to our meeting of 21 July and our telephone discussion of 31 July 2000 in respect of the above matter, I now formally confirm that Barwon Health has agreed to pay Visiting Psychiatrists the oncall/recall rates for General Medicine, as set out in the Barwon Health Visiting Medical Specialists' Certified Agreement 1997, namely

Oncall	\$201.50	Recall	Time based recalls 132% hourly rate 7pm-7am Monday to Friday, 159% hourly rate w/ends and public holidays
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These new rates are to be effective from the first pay period on or after 1 July 2000.

Yours sincerely

A handwritten signature in cursive script that reads 'Ann Donnan'.

Ann Donnan
Director of Human Resources

Cc T Callaly, Director of Psychiatry
D Dillon, Finance Manager-C&MH
G Hollis, AGM, Mental Health
J Gallichio, Chief Medical Officer
P O'Keefe, Staff Representative
C Treble, HR Information Manager