

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Australian Medical Association

-and-

Royal Victorian Eye & Ear Hospital
(AG2001/1587)

**AMA - ROYAL VICTORIAN EYE & EAR HOSPITAL (VISITING SPECIALIST
ANAESTHETISTS) CERTIFIED AGREEMENT 2001**

Various employees

Health and welfare services

COMMISSIONER BLAIR

MELBOURNE, 2 APRIL 2001

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between Royal Victorian Eye & Ear Hospital and Australian Medical Association in this matter.

This agreement shall come into force from the first full pay period to commence on or after 28 March 2001 and shall remain in force until 28 March 2004.

BY THE COMMISSION:

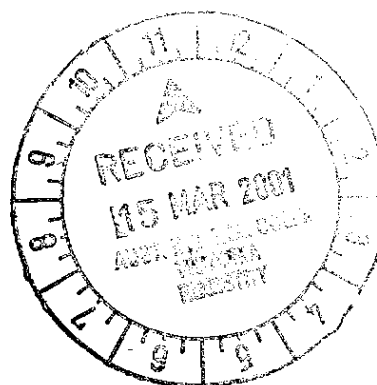


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No 1587

**AMA - ROYAL VICTORIAN EYE & EAR HOSPITAL
(VISITING SPECIALIST ANAESTHETISTS)
CERTIFIED AGREEMENT 2001**



1. ARRANGEMENT

This **Agreement** is arranged as follows:

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2. TITLE

This **Agreement** shall be known as the AMA - **Royal Victorian Eye & Ear Hospital Visiting Specialist Anaesthetists** Certified Agreement 2001.

3. DATE AND PERIOD OF OPERATION

This **Agreement** is made pursuant to S170LJ of the *Workplace Relations Act 1996* and shall take effect from the beginning of the first full pay period commencing on or after certification and shall remain in force for a period of three years.

4. PARTIES TO THIS AGREEMENT

The parties to this Agreement shall be The Royal Victorian Eye & Ear Hospital, the Australian Medical Association (Victoria), and the Australian Salaried Medical Officers Federation.

5. OBJECTIVE OF THIS AGREEMENT

The Royal Victorian Eye & Ear Hospital recognises the crucial role of **Visiting Specialist Anaesthetists** in treating patients and providing a viable medical service.

The Royal Victorian Eye & Ear Hospital is committed to continuous quality improvement. It is committed to being the leader in providing high quality, innovative and specialist health care to the community. Its leadership in its field of expertise is achieved through the outstanding contribution of the staff in delivering a range of specialist medical services underpinned by excellence in education and research.

This **Agreement** seeks to ensure the ongoing viability, growth and competitiveness of the services of **The Royal Victorian Eye & Ear Hospital** whilst at all times providing quality patient care through the establishment of a commitment between **The Royal Victorian Eye & Ear Hospital** and the **Visiting Specialist Anaesthetist** for continuous improvement, in all aspects of the Hospital's operation, with the view of achieving best practice.

6. CONSULTATION

The parties to this **Agreement** acknowledge the need to introduce and facilitate a culture of change. The **Visiting Specialist Anaesthetists** agree to not unreasonably withhold consent to such change. **The Royal Victorian Eye & Ear Hospital** agrees that no change, which may have a negative impact on the employment of the **Visiting Specialist Anaesthetists**, will be implemented without prior consultation, designed to explore ways in which to eliminate or lessen such negative impact.

7. APPLICATION

This **Agreement** applies to the Parties with respect to the provision of services by **Visiting Specialist Anaesthetists** (who may also be referred to as **Visiting Medical Officers, Sessional Medical Officers, Medical Practitioners** or **Practitioners** in the following pages of this **Agreement**) only while unconditionally registered with the Medical Practitioners Board of Victoria.

8. DEFINITIONS

“**Agreement**” means this Agreement.

“**Association**” means the Australian Medical Association (Victorian Branch).

“**Fee for Service**” means that payment is made for each service rendered.

“**Head of Department**” means the Director of The Department of Anaesthesia as appointed by The Royal Victorian Eye & Ear Hospital, or the designated Acting Head of Department.

“**Hospital Patient**” means a public patient in respect of whom The Royal Victorian Eye & Ear Hospital provides care, including medical, nursing and diagnostic services and, if they are available at The Royal Victorian Eye & Ear Hospital, dental and paramedical services, by means of its own staff or by other agreed arrangements. Overseas patients admitted to The Royal Victorian Eye & Ear Hospital, who, by virtue of their status are not eligible to be covered by the Medicare agreement, are not **Hospital Patients**.

“**Locum Visiting Specialist Anaesthetist**” means that the anaesthetist has been appointed by the Director of Anaesthesia for a period of not more than 9 months, but has not yet had an appointment approved by The Royal Victorian Eye & Ear Hospital. A **Locum Visiting Specialist Anaesthetist** cannot be re-appointed to the same locum position.

“**Medical Director**” means the senior medical administrator appointed by The Royal Victorian Eye & Ear Hospital, however styled.

“**On-Call Consultative**” means a medical practitioner who is available by telephone for consultation and who may return to the hospital if available.

“**On-Call Exclusive**” means a doctor is required to be on-call only to The Royal Victorian Eye & Ear Hospital paying exclusive on-call and available to return to the hospital as soon as called.

“**On-Call Period**” means the hours between 6 pm and 8 am each day and also the hours between 8 am and 6 pm on Saturdays, Sundays and **Public Holidays**.

“Ordinary Hours” are the hours between 8 am and 6 pm Monday to Friday inclusive, except for **Public Holidays**.

“Public Holidays” includes New Year’s Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen’s Birthday, Christmas Day, Boxing Day and such day or days (including Melbourne Cup Day) that may be proclaimed as a holiday or holidays within the area in which The Royal Victorian Eye & Ear Hospital is incorporated.

“Service” means service as from the date of first being appointed at the relevant Hospital or Statutory Body (whether or not the authority responsible for the administration of The Royal Victorian Eye & Ear Hospital or Statutory Body changed during the period of employment) and shall include all periods during which a **Visiting Specialist Anaesthetist** was serving in Australia’s Military Forces or was made available by **The Royal Victorian Eye & Ear Hospital** or Statutory Body for National Duty or for other periods of paid absence approved in writing by **The Royal Victorian Eye & Ear Hospital** or Statutory Body. Where a **Visiting Specialist Anaesthetist**, for the sole purpose of undertaking a course of study related to his or her work as a **Visiting Specialist Anaesthetist** is, with the written approval of **The Royal Victorian Eye & Ear Hospital** or Statutory Body, absent without pay for up to but not exceeding fifty-two weeks, such absence shall not be deemed to have broken continuity of service, but shall not be counted in aggregating service for the purpose of establishing entitlement.

“Sessional Medical Officer” means a medical practitioner appointed as such, and includes **Visiting Medical Officers** (VMOs) and **Visiting Specialist Anaesthetists**.

“Specialist” means a medical practitioner appointed as such who possesses a higher qualification appropriate to the specialty in which he/she is employed. Provided that an officer may be appointed a **“Specialist”** to The Royal Victorian Eye & Ear Hospital concerned if he/she has had sufficient experience in his/her speciality to satisfy the hospital.

“Specialist Anaesthetist Class 1” means a medical practitioner appointed as such who possesses a higher qualification recognised as appropriate by the Australian and New Zealand College of Anaesthetists and who has had up to three years experience in that specialty from the date of obtaining the higher qualification.

“Specialist Anaesthetist Class 2” means a medical practitioner appointed as such who possesses a higher qualification recognised as appropriate by the Australian and New Zealand College of Anaesthetists and who has had more than three years experience in that specialty from the date of obtaining the higher qualification.

“Time Period” for this **Agreement** means a continuous period of not less than four (4) hours attendance by a **Visiting Specialist Anaesthetist** for the purpose of providing services for **Hospital Patients** or outpatients. Unless otherwise agreed such time period shall be between 8 am and 6 pm on any day from Monday to Friday inclusive.

“Regular Time Periods per Week” means the number of Time Periods allocated per week, on a regular basis, to a **Visiting Specialist Anaesthetist**.

“The Royal Victorian Eye & Ear Hospital” means the Royal Victorian Eye & Ear Hospital as incorporated under the Health Services Act 1988.

9. DUTIES

The **Visiting Specialist Anaesthetist** is employed by **The Royal Victorian Eye & Ear Hospital** to provide and facilitate the provision of medical services to **Hospital Patients**. The **Visiting Specialist Anaesthetist** shall

- a) undertake such duties and exercise such powers in **The Royal Victorian Eye & Ear Hospital** as the **Head of Department**, from time to time, reasonably assigns or vests in the **Visiting Specialist Anaesthetist**.
- b) in the discharge of such duties and in the exercise of such powers, observe and comply with
 - (i) **The Royal Victorian Eye & Ear Hospital’s** By Laws and policies
 - (ii) all resolutions passed by the Board
 - (iii) all lawful directions given by or through the **Head of Department**
 - (iv) the terms of agreements and directions which are binding on **The Royal Victorian Eye & Ear Hospital** pursuant to the Health Services Act, to the extent that each is consistent with this **Agreement**
 - (v) the Position Description for **Royal Victorian Eye & Ear Hospital Visiting Specialist Anaesthetists**
- a) maintain current registration as required by the Medical Practice Act 1994.
- d) hold and maintain membership of a recognised medical defence organisation and provide evidence of such membership when requested.
- e) agree to an annual performance review.

10. RATES OF PAY

- a) Hourly rates

Specialist Anaesthetist Class 1	years 1,2 and 3	
1-2 Time Periods per week		\$93.31
More than 2 Time Periods per week		\$97.60

Specialist Anaesthetist Class 2	more than 3 years	
1-2 Time Periods per week		\$120.75
More than 2 Time Periods per week		\$126.31

These rates shall be paid for all hours worked by **Visiting Specialist Anaesthetists** on **Hospital Patients** between 8 am and 6 pm on any day from Monday to Friday inclusive, except **Public holidays**.

When a **Visiting Specialist Anaesthetist** is required for the performance of his or her work (including assessment or treatment of patients or preparations for anaesthesia) prior to 8 am, then the hourly rate shall be paid from the actual time such work is commenced.

The hourly rate for all work performed by a **Locum Visiting Specialist Anaesthetist** for **Hospital Patients** between 8 am and 6 pm on any day from Monday to Friday inclusive, except **Public Holidays**, shall be 120% of the rate otherwise paid, and there shall be no entitlement to any leave.

- b) **Fee-for-Service**
For services other than those described in Clauses 12 a) b) and c) the Australian Society of Anaesthetists' Relative Value Guide (ASA RVG) will be applied with a Unit Value of \$31.00.
- c) The fee for a pre-anaesthetic visit shall be 2 ASA RVG units.
- d) **Leave payments**
All types of leave shall be calculated from the **Visiting Specialist Anaesthetist's Regular Time Periods per Week** and shall be paid at the hourly rate.
- e) The rates specified in Clause 10 a) and b) above will be increased by three percent (3%) effective 1 July 2001 and will be further varied in accordance with subsequent industry-wide agreements between the AMA, VHIA and / or DHS.
- f) An authorised hospital time card must be completed fortnightly, at the end of each pay period, and payment will be made by direct bank transfer.

11. CLAIMS

Payment in accordance with Clauses 10 and 12 shall be made by **The Royal Victorian Eye & Ear Hospital** only after receipt from the **Visiting Specialist Anaesthetist** of a time card, or other authorised hospital document, setting out in detail the services for which the claim is made. The document must be completed and signed by the **Visiting Specialist Anaesthetist** and submitted by the due date, for certification as correct by the person authorised, so as to concur with audit requirements.

12. PAYMENT

Payments shall be made at the hourly rate appropriate to the **Class of Visiting Anaesthetist**.

a) **Regular Time Periods**

- (i) Except as provided in Clause 12 a) (v), a **Visiting Specialist Anaesthetist** shall be paid for a minimum of four (4) hours for each **Time Period** allocated pursuant to Clause 10 and for which the **Visiting Specialist Anaesthetist** is present in the hospital, ready, willing and available to work.
- (ii) Such payment shall apply to services provided to **Hospital Patients** only.
- (iii) Such payments shall apply to any time period cancelled by **The Royal Victorian Eye & Ear Hospital** where less than eight (8) weeks notice, or other time as mutually agreed, has been given.
- (iv) Where an anaesthetist is required to continue working for longer than the **Time Period**, calculated from the actual time of commencement of work in the hospital, he or she shall be paid at the usual hourly rate. Time thus worked shall be classified as “**Ordinary Hours**” and be included in calculation of entitlements for superannuation.
- (v) If the duties of a **Visiting Specialist Anaesthetist** for a **Time Period** are complete before the minimum four hours has elapsed, then the **Visiting Specialist Anaesthetist** may choose to leave the hospital early. The **Visiting Specialist Anaesthetist** shall be paid for the actual attendance time.
- (vi) Payments for time recorded shall be based on the number of hours rounded up to the nearest hour or half-hour.
- (vii) Where the location of the **Service to Hospital Patients** is not at the East Melbourne campus, but is at an alternative site, then the **Visiting Specialist Anaesthetists** shall be paid one hour for travelling time for each episode of travel to the spoke-site.

b) **On-call**

- (i) **Visiting Specialist Anaesthetists** rostered on-call by **The Royal Victorian Eye & Ear Hospital** and required to be on stand-by for emergencies for the whole of an **On-Call period**, shall be paid for each **On-Call Period**, an amount equal to three and one half (3.5) times the hourly rate listed in Clause 10 a).

- (ii) **Visiting Specialist Anaesthetists** rostered on-call by **The Royal Victorian Eye & Ear Hospital** on a consultative basis shall be paid one hour at the hourly rate for each **On-Call Period** and \$20 for each telephone consultation where not recalled.
- (iii) **Visiting Specialist Anaesthetists** not rostered on-call by the hospital shall be paid \$30 for each telephone consultation.

c) **Recall**

Visiting Specialist Anaesthetists rostered on-call during an **On-Call Period** shall be paid

- (i) one hour at the hourly rate in Clause 10 a) for travelling time, if recalled to the hospital, and
- (ii) a minimum of one hour for time spent in the hospital, at the rate of
 - one and one quarter the hourly rate in Clause 10 a) during weekdays
 - one and one half the hourly rate in Clause 10 a) on **Public Holidays**, Saturdays and Sundays
 - double the hourly rate in Clause 10 a) during the hours between midnight and 8 am and
- (iii) payments for time recorded shall be based on the number of hours rounded up to the nearest hour or half-hour.

Visiting Specialist Anaesthetists not rostered on-call and recalled to duty shall be paid at double rates; one hour for travelling time, and a minimum of one hour for time spent in the hospital, and half hourly after the first hour for each additional half hour or part half hour.

d) **Pre-anaesthetic visits**

- (i) if an additional trip to the hospital is required, payment shall be at the **Fee for Service** rate as specified in Clause 10 b).
- (ii) when performed during, or immediately before or after a **Time Period**, shall be paid as part of that **Time Period**.
- (iii) when performed whilst recalled during an **On-Call Period**, shall be paid as part of that recall time.

- e) Elective lists performed out-of-hours, on **Public Holidays** or weekends shall be paid in accordance with the **Fee for Service** rate specified in Clause 10 b).

13. SALARY PACKAGING

A practitioner shall be entitled to package a proportion of his or her salary in accordance with the policy of **The Royal Victorian Eye & Ear Hospital**.

14. OCCUPATIONAL SUPERANNUATION

The Royal Victorian Eye & Ear Hospital shall contribute to the Healthsuper Superannuation Fund (or other such fund as is mutually agreed to) in accordance with the Superannuation Guarantee (Administration) Act 1992 as varied from time to time.

15. APPOINTMENT

- a) Where **The Royal Victorian Eye & Ear Hospital** appoints a medical practitioner to provide medical services to **Hospital Patients** the appointment shall be for a period of not less than one year, nor more than five years, in accordance with the 1999 Heads of Agreement.
- b) A medical practitioner appointed for 3 or 5 years may apply for re-appointment up to six months before the expiration of the current period of employment. In such circumstances, the current appointment shall continue until **The Royal Victorian Eye & Ear Hospital** has furnished the medical practitioner with its decision on re-appointment. Non-renewal of appointments shall not be harsh, unjust or unreasonable. The medical practitioner must be advised of the decision within six months from the date of application.
- c) A medical practitioner, appointed for a probationary year, may apply for re-appointment up to three months before the expiration of that year. In such circumstances, the current appointment shall continue until **The Royal Victorian Eye & Ear Hospital** has furnished the medical practitioner with its decision on re-appointment. Such a decision must be advised to the medical practitioner within three months from the date of application.
- d) A medical practitioner shall be entitled to treat private patients in **The Royal Victorian Eye & Ear Hospital** subject to;
 - (i) the medical practitioner holding an appointment at **The Royal Victorian Eye & Ear Hospital**
 - (ii) the medical practitioner being allocated not less than one “**Regular Time Period per Week**”
 - (iii) available capacity of hospital resources
 - (iv) medical need of private patient
 - (v) the ability of **The Royal Victorian Eye & Ear Hospital** to provide adequate care given by the diagnosis and treatment required
 - (vi) the diagnosis and treatment required being appropriate to the specialty to which the medical practitioner was appointed

16. PROFESSIONAL INDEMNITY

The Royal Victorian Eye & Ear Hospital shall indemnify the medical practitioner for any services provided pursuant to this **Agreement** conducted by the medical practitioner for **Hospital Patients**.

17. ALLOCATION OF TIME PERIOD

Time Periods shall be allocated to **Visiting Specialist Anaesthetists** annually in advance. Such allocation shall remain in force for twelve months unless otherwise agreed, save that an allocation may be made for the remaining part of an annual period. A **Visiting Specialist Anaesthetist** shall during the term of their appointment be allocated at least four **Time Periods** per four weeks, and shall make themselves available for at least four **Time Periods** per four weeks, or otherwise at the discretion of the Director of Anaesthesia and the Medical Director. **Time Periods** shall commence at such times as may be agreed in advance between the **Visiting Specialist Anaesthetist** and **The Royal Victorian Eye & Ear Hospital**.

Variation of **Time Periods** and non-renewal of agreements shall not be harsh, unjust or unreasonable.

18. FACILITIES

The Royal Victorian Eye & Ear Hospital shall make available for the use of the medical practitioner, without charge reasonable facilities for the care of all patients including consumable items, equipment, clerical and nursing assistance, access to telephones and assistance in maintaining records.

When an anaesthetist is responsible for an all-day operating list, there shall be a 45 minute break at an appropriate time between patients. The Royal Victorian Eye & Ear Hospital shall supply food and beverages for him or her.

19. CAR PARKING

Car parking shall be provided for all **Visiting Specialist Anaesthetists** and emergency car parking shall be provided free of charge for all **Visiting Specialist Anaesthetists** when recalled for emergencies both during an **On-Call Period** and between 8 am and 6 pm on any day from Monday to Friday inclusive.

20. PUBLIC HOLIDAYS

A **Visiting Specialist Anaesthetist** shall be entitled to be absent without deduction of pay on **Public Holidays**.

21. ANNUAL LEAVE

- a) On completion of each year of service with **The Royal Victorian Eye & Ear Hospital** a **Visiting Specialist Anaesthetist** shall be entitled to the equivalent of 5 weeks annual leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** on the anniversary date of appointment multiplied by 5 and shall be paid at the hourly rate specified in Clause 10 a). Should a **Public Holiday** occur on any **Time Period(s)** taken as annual leave, an additional **Time Period(s)** shall be added to the **Visiting Specialist Anaesthetist's** annual leave entitlement for each **Time Period** so occurring.
- b) Annual Leave shall be granted and taken within a reasonable time from it becoming due and at a time mutually convenient to **The Royal Victorian Eye & Ear Hospital** and the **Visiting Specialist**.
- c) A **Visiting Specialist Anaesthetist** whose appointment is terminated with less than 12 months' service in any qualifying period, shall be granted pro rata annual leave or payment in lieu.

22. CONFERENCE LEAVE

- a) A **Visiting Specialist Anaesthetist** shall be entitled to the equivalent of 2 weeks conference leave without loss of pay on completion of each year of service with **The Royal Victorian Eye & Ear Hospital**. Such leave is subject to approval by The Royal Victorian Eye & Ear Hospital. The entitlement shall be equal to the number of **Regular Time Periods per Week** on the anniversary date of appointment multiplied by 2 and shall be paid at the hourly rate specified in Clause 10 a). Conference leave shall be cumulative by mutual agreement to a maximum, in 2 years, equal to the number of **Regular Time Periods per Week** multiplied by 4.
- b) A **Visiting Specialist Anaesthetist's** application for conference leave shall be in writing, shall contain adequate details of the conference or conferences he or she proposes to attend and shall be submitted at least six (6) weeks prior to the date of taking leave.
- c) Where **The Royal Victorian Eye & Ear Hospital** does not, within six (6) weeks of the receipt of such application approve the **Visiting Specialist Anaesthetist's** attendance at such conference or conferences, **The Royal Victorian Eye & Ear Hospital** shall refer the matter to the Advisory Board of

The Royal Victorian Eye & Ear Hospital. The Royal Victorian Eye & Ear Hospital and the **Visiting Specialist Anaesthetist** shall comply with the written advice of the said Advisory Board, except that it may be varied by mutual agreement between **The Royal Victorian Eye & Ear Hospital** and the **Visiting Specialist Anaesthetist**.

23. COMPASSIONATE LEAVE

a) A **Visiting Specialist Anaesthetist** upon notification to **The Royal Victorian Eye & Ear Hospital** shall be entitled –

- (i) on the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild or next of kin - or
- (ii) on the death outside of Australia of a wife, husband, mother, father, sister, brother, child or next of kin -

to leave not exceeding two working days without deduction of pay up to and including the day of the funeral of the relative. The Visiting Specialist Anaesthetist to the satisfaction of **The Royal Victorian Eye & Ear Hospital** shall furnish proof of such death or illness. This clause shall have no operation however while the period of entitlement coincides with any other period of leave. For the purposes of this clause, the words "wife" or "husband" shall include any person who lives with the **Visiting Specialist Anaesthetist** as a de facto partner and shall apply equally to their respective kin as set out in sub-paragraphs (i) and (ii) above.

b) A **Visiting Specialist Anaesthetist** shall be paid for the **Time Periods** allocated during the days absent on compassionate leave. Maximum entitlement shall thus be equal to 4 **Time Periods** and shall be paid at the hourly rate specified in Clause 10 a).

24. LONG SERVICE LEAVE

a) Subject to the provisions of sub-clause b) hereof, a **Visiting Specialist Anaesthetist** after the completion of fifteen years continuous service shall be entitled to leave of absence as in the said sub-clause b).

b) Eligibility

- (i) A **Visiting Specialist Anaesthetist** who is, and has been in the service of the same hospital for the period specified in sub-clause a) hereof, shall be entitled to leave of absence without loss of pay for the equivalent of 26 weeks long service leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods**

per Week multiplied by 26 and shall be paid at the hourly rate specified in Clause 10 a). Thereafter, on completion of each additional five years of service, he or she shall be entitled to leave of absence without loss of pay for the equivalent of 9 weeks long service leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 9 and shall be paid at the hourly rate specified in Clause 10 a).

- (ii) A **Visiting Specialist Anaesthetist** who is and has been in the service of one or more hospitals including any Statutory Body directly associated with such Hospital or Hospitals for an aggregate of the period specified in sub-clause a) hereof, shall be entitled to leave of absence without loss of pay for the equivalent of 26 weeks long service leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 26 and shall be paid at the hourly rate specified in Clause 10 a). Thereafter, on completion of each additional five years of service, he or she shall be entitled to leave of absence without loss of pay for the equivalent of 9 weeks long service leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 9 and shall be paid at the hourly rate specified in Clause 10 a).
- (iii) In calculating such aggregate of service any period of employment in any one of the said hospitals of less than six months duration shall be disregarded. Service shall be deemed continuous despite any period between an appointment with one hospital and another (excluding all periods of paid annual, long service, special unpaid or sick leave) of five weeks or less, but it shall be necessary for the **Visiting Specialist Anaesthetist** as part of his or her qualification for any long service leave entitlement, to serve such additional period as equals the period between appointments
- (iv) The onus of providing a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the **Visiting Specialist** concerned.
- (v) For the purpose of determining the entitlement of any **Visiting Specialist Anaesthetist** the payment will be based on the **Individual Anaesthetist's** time-weighted average **Regular Time Periods per Week** during the twenty-four (24) months preceding leave falling due.

c) Taking of leave

- (i) A **Visiting Specialist Anaesthetist** may elect to aggregate his or her long service leave and take entitlement over a shorter period with a minimum of four (4) weeks, but being paid his full entitlement.

- (ii) By mutual agreement, after ten (10) years continuous service pro rata long service leave may be taken.
 - (iii) The long service leave to which a **Visiting Specialist Anaesthetist** is entitled shall be given as soon as practicable having regard to the needs of **The Royal Victorian Eye & Ear Hospital** but the taking of such leave may be arranged in such a way and postponed to such date as is mutually agreed, or in default of agreement as is directed by the Australian Industrial Relations Commission but no such direction shall require such leave to commence before the expiration of six months from the date of such direction.
- d) End of Service
- (i) A **Visiting Specialist Anaesthetist** who has been in the relevant service for at least the period prescribed in sub-clause a) hereof, who resigns or is retired or whose appointment expires and who has not received long service due to him or her under this clause, shall be entitled to a retiring gratuity from **The Royal Victorian Eye & Ear Hospital** equivalent to the pay for the period of leave to which the **Visiting Specialist Anaesthetist** would have been entitled under sub-clause b) i) hereof, plus a pro rata amount for all service in excess of fifteen years, provided that such resignation or retirement is not due to serious or wilful misconduct.
 - (ii) Upon the death from any cause of a **Visiting Specialist Anaesthetist** who, at the date of death was eligible for a grant of long service leave under the above sub-clauses, **The Royal Victorian Eye & Ear Hospital** shall pay to the personal representative of the deceased **Visiting Specialist Anaesthetist** a sum equal to the amount which the **Visiting Specialist Anaesthetist** would have been entitled to receive had he or she retired immediately prior to the date of his or her death. Upon the death of a **Visiting Specialist Anaesthetist** whilst on long service leave, **The Royal Victorian Eye & Ear Hospital** shall pay to the personal representative of the deceased **Visiting Specialist Anaesthetist** a sum equal to the amount which the **Visiting Specialist Anaesthetist** would have been entitled to receive had he or she retired immediately prior to his or her taking such leave, less any amount already paid to the **Visiting Specialist Anaesthetist** in respect of such leave.
 - (iii) A **Visiting Specialist Anaesthetist** who has completed at least ten, but less than fifteen years service with a Hospital or Hospitals, and whose appointment expires or is terminated by the **Visiting Specialist Anaesthetist** or **The Royal Victorian Eye & Ear Hospital** for any cause other than serious or wilful misconduct, shall be entitled to receive pro rata long service leave.

A certificate in the following form will constitute acceptable proof of service

CERTIFICATE OF SERVICE

Hospital: **Date:**

This is to certify thathas held an appointment as a **Visiting Specialist Anaesthetist** of this hospital for a period of Years and Months from to and in each of these years was allocated the following number of time periods (or sessions).

YEAR

NUMBER OF TIME PERIODS

.....
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Signed

Stamp of Institution

25. SABBATICAL LEAVE

- a) For the purposes of this clause only, the following definitions shall apply. “**Practitioner**” means a **Visiting Specialist Anaesthetist** who holds an appointment in accordance with Clause 15 or who has been engaged in medical undergraduate or postgraduate teaching or research with a hospital for a period specified as entitling him or her to sabbatical leave.
- b) Subject to the provisions set out in sub-clause c) hereof, a **Practitioner** after completion of a period of six years continuous service shall be entitled to leave of absence as in the said sub-clause c).
- c) Eligibility
 - (i) A **Practitioner** who is, and has been in the service of the same hospital for the period specified in sub-clause b) hereof, shall be entitled to the equivalent of 26 weeks sabbatical leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 26 and shall be paid at the hourly rate specified in Clause 10 a). By mutual agreement this sabbatical leave entitlement may be taken in up to three periods.
 - (ii) A **Practitioner** who is and has been in the service of one or more hospitals including any Statutory Body directly associated with such hospital or hospitals, for an aggregate of the period specified in sub-clause b) hereof, shall be entitled to the equivalent of 26 weeks sabbatical leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 26 and shall be paid at the hourly rate specified in Clause 10 a). Provided that in calculating such aggregate of service, any period of appointment in any one of the said hospitals of less than six continuous months duration shall be disregarded and provided further that in respect of any period between an appointment with one hospital and another (excluding all periods of paid annual, long service or sick leave and special unpaid leave) of five weeks or less, service shall be deemed to be unbroken. Further, it shall be necessary for a **Practitioner** as part of his or her qualification for any sabbatical leave entitlement, to serve such additional period as equals the period between appointments.
 - (iii) The onus of providing a sufficient aggregate of service to support a claim for sabbatical leave entitlement shall at all times rest with the **Practitioner**.
 - (iv) For the purpose of determining the entitlement of any **Visiting Specialist Anaesthetist** the payment will be based on the **Individual Anaesthetist’s** time-weighted average **Regular Time Periods per Week** during the twenty-four (24) months preceding leave falling due.

- c) The sabbatical leave shall be given as soon as practicable, having regard to the needs of **The Royal Victorian Eye & Ear Hospital**. The taking of such leave may be postponed to such date as is mutually agreed.
- e) The **Practitioner's** application for sabbatical leave shall be in writing and shall contain adequate details of the proposed program of study or research.
- f) Where a hospital does not approve of the **Practitioner's** program of study or research within three months of the receipt of the written application and details, **The Royal Victorian Eye & Ear Hospital** shall refer the matter to the Advisory Board of **The Royal Victorian Eye & Ear Hospital**. **The Royal Victorian Eye & Ear Hospital** and the **Practitioner** shall comply with the written advice of the said Advisory Board, except that it may be varied by mutual agreement between **The Royal Victorian Eye & Ear Hospital** and the **Practitioner**.
- g) Where a **Practitioner** has proceeded on sabbatical leave, a subsequent qualifying period specified in sub-clause c) hereof shall not commence to run until the date of the **Practitioner's** return to duty following sabbatical leave, provided that where by mutual agreement a **Practitioner** has delayed the taking of Sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave shall be included as part of a subsequent qualifying period.
- h) A **Practitioner** may elect to aggregate his or her sabbatical leave and take the entitlement over a shorter period with a minimum of four (4) weeks but being paid his or her full entitlement.

26. SICK LEAVE

- a) A **Visiting Specialist Anaesthetist** becoming unfit for duty due to personal ill health or injury is entitled to the equivalent of 28 days sick leave per year. Entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 5.6 and shall be paid at the hourly rate specified in Clause 10 a). Such leave as is not taken being cumulative from year to year.
- b) A **Visiting Specialist Anaesthetist** shall be entitled to use the equivalent of 1 week (5 days) of their Sick Leave entitlement per year as Carer's Leave, in accordance with the standards set by the Australian Industrial Relations Commission. Carer's Leave may be taken to attend to the needs of immediate family members or members in their household. The maximum entitlement shall be equal to the number of **Regular Time Periods per Week** on the anniversary date of appointment multiplied by one, and shall be paid at the hourly rate specified in Clause 10 a).

- c) Where a **Visiting Specialist Anaesthetist** transfers from one **Hospital** to another under this or similar Agreement, accumulated sick leave (if any) shall be credited to the **Visiting Specialist Anaesthetist** in his or her new employment. The maximum credit will be equal to the number of **Regular Time Periods per Week** on the anniversary date of appointment multiplied by 8 and will be paid at the hourly rate specified in Clause 10 a). The onus of providing accumulated sick leave credit shall rest with the **Visiting Specialist Anaesthetist**, but a statement signed by a person authorised by **The Royal Victorian Eye & Ear Hospital** certifying the amount of accumulated sick leave credit shall constitute acceptable proof. Where a **Visiting Specialist Anaesthetist** transfers from more than one hospital at the same time, the total sick leave credits shall be the sum of the credits from all of the former hospitals.
- d) Provided sick leave credits are available and adequate certification is provided, the **Visiting Specialist Anaesthetist** shall be paid sick leave.
- e) A **Visiting Specialist Anaesthetist** who contracts an infectious disease or suffers an injury resulting from the provision of services to The Royal Victorian Eye & Ear Hospital shall be entitled, in any one year of service, to the equivalent of 39 weeks leave without loss of pay. The maximum entitlement shall be equal to the number of **Regular Time Periods per Week** on the anniversary date of appointment multiplied by 39, and shall be paid at the hourly rate specified in Clause 10 a). Except that in the case of Human Immuno-insufficiency Virus infection (HIV) the maximum entitlement shall be equal to the number of **Regular Time Periods per Week** multiplied by 52 and shall be paid at the hourly rate specified in Clause 10 a).
- f) If a **Visiting Specialist Anaesthetist** becomes sick whilst on annual leave for a continuous period of not less than five (5) days on which he or she would otherwise have worked one or more **Time Periods** and if the **Visiting Specialist Anaesthetist** immediately forwards to **The Royal Victorian Eye & Ear Hospital** a certificate of a legally qualified medical practitioner, then the annual leave taken during the five or more days specified in the certificate, shall be deducted from any sick leave entitlement standing in the **Visiting Specialist Anaesthetist's** credit and shall be re-credited to his or her annual leave entitlement.

27. PARENTAL LEAVE

- a) A **Visiting Specialist Anaesthetist** is entitled to the Parental and Adoption Leave in accordance with Schedule 1A of the *Workplace Relations Act 1996*.
- b) Maternity leave shall be granted in addition to the basic entitlements under the Act. A **Visiting Specialist Anaesthetist** shall be entitled to the equivalent of 2 weeks maternity leave without loss of pay. Entitlement shall be equal to the number of **Regular Time Periods per Week** on the anniversary date of

appointment multiplied by 2 and shall be paid at the hourly rate specified in Clause 10 a). For each child, a **Visiting Specialist Anaesthetist** shall be entitled to a maximum of 52 weeks maternity leave in total.

- c) Maternity leave shall not be deemed to have broken continuous service as defined for the purpose of establishing entitlement to long service leave and sabbatical leave.

28. OTHER LEAVE

- a) Special unpaid leave is available where agreed between **The Royal Victorian Eye & Ear Hospital** and the **Visiting Specialist Anaesthetist**. Special unpaid leave taken for a period of up to one year at a time shall not be deemed to have broken continuous service as defined for the purpose of establishing entitlement to long service leave and sabbatical leave.
- b) Special unpaid military leave shall be granted when requested by a **Visiting Specialist Anaesthetist** with appropriate supporting documentation.

29. LEAVE PAYMENTS

- a) Payment made at the time leave is taken shall be calculated from the **Individual Anaesthetist's Regular Time Periods per Week** on the anniversary date of appointment and shall be paid at the hourly rate specified in Clause 10 a). Payment shall be subject to any variations in such pay occurring during the period of such leave.
- b) Payment made at the time of termination or death shall be calculated from the **Individual Anaesthetist's Regular Time Periods per Week** and shall be paid at the hourly rate specified in Clause 10 a).

30. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- a) When a medical practitioner (or group of medical practitioners) has any grievance arising from his or her **Agreement** to raise with **The Royal Victorian Eye & Ear Hospital**, the **Director of Anaesthesia** shall be advised in the first instance. Provided that, where an officer claims to have been aggrieved by the immediate supervisor the immediate superior of that supervisor shall also be informed.
- b) If the grievance is not resolved, the **Director of Anaesthesia** shall advise the **Medical Director**, as Nominee of the Chief Executive Officer, of the –
 - (i) nature of the grievance; and
 - (ii) action taken

- c) If the grievance is not resolved by the Chief Executive Officer or his / her Nominee in the first instance, the Chief Executive Officer shall inform the medical practitioner of his or her right to be presented at a meeting of the parties by a representative of the **Association**.
- d) If not settled at that meeting, the grievance may be formally submitted in writing to **The Royal Victorian Eye & Ear Hospital** by the **Association** and discussed by representatives of the **Association** and **The Royal Victorian Eye & Ear Hospital**.
- e) For the purposes of mediation and conciliation a party may apply to the Australian Industrial Relations Commission for a Board of Reference to be established. The Board of Reference will consist of one person to be appointed from time to time by the **Association** and one person to be appointed from time to time 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 constitute a quorum. The Board shall sit at such time and place as the parties may agree or, in default of agreement, as the Industrial Registrar or his / her nominee may fix.
- f) If the matter is still not resolved after conciliation and mediation, either party may request the Australian Industrial Relations Commission to arbitrate the dispute. Any decision of the Australian Industrial Relations Commission shall be final and binding.
- g) The **Association** shall endeavour to ensure that the medical practitioner concerned continues working in a normal manner until the grievance has been resolved in accordance with the procedures set out above, or as otherwise agreed by **The Royal Victorian Eye & Ear Hospital**, except where the safety of a medical practitioner or patients is concerned.

31. STAND-DOWN CLAUSE

In the event of a general stoppage of work (strike), management will have the right to stand-down **Practitioners** without pay who are unable to perform their rostered duties. However **The Royal Victorian Eye & Ear Hospital** must take account of doctors' duty of care to their patients.

The standing down of a **Practitioner** under this clause does not break continuity of the **Practitioner's** employment for the purposes of any entitlement under this agreement.

32. TERMINATION OF APPOINTMENT

- a) The **Appointment** of a **Visiting Specialist Anaesthetist** may be terminated
- (i) by mutual agreement or
 - (ii) by **The Royal Victorian Eye & Ear Hospital** after careful inquiry into, and substantiation of, any matter alleged against the **Visiting Specialist Anaesthetist**, on the grounds of misconduct, malpractice, neglect of duty, failure to maintain standards that reflect A.N.Z.C.A. guidelines, poor performance following performance appraisal and counselling, serious breach of confidentiality or conflict of interest affecting the performance, being found guilty of an indictable offence under the Crimes Act 1958 or breach of any condition of the appointment. At the written request of the **Visiting Specialist Anaesthetist**, **The Royal Victorian Eye & Ear Hospital** shall, before exercising its power under this sub-clause, first inform the **Association** and give the **Visiting Specialist Anaesthetist** the opportunity of being heard with the assistance of a representative of the **Association** nominated by the Council of the Victorian Branch.
 - (iii) Redundancy as a result of closure or funding limitation.
 - (iv) If the **Practitioner** is incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control (“the incapacity”) from discharging in full the duties required of the **Practitioner** for a period longer than three (3) months after the expiration of all annual leave and sick leave entitlements pursuant to this **Agreement**. **The Royal Victorian Eye and Ear Hospital** may at any time and from time to time so long as the incapacity continues, require the **Practitioner** to provide satisfactory evidence of such incapacity and the cause thereof, subject always to the law relating to medical confidentiality. Nothing in this part of the Clause affects the **Practitioner’s** rights under the Accident Compensation Act 1985.
- b) Appeal
- (i) If **The Royal Victorian Eye & Ear Hospital** decides to appoint or re-appoint the **Visiting Specialist Anaesthetist** subject to conditions or decides to not re-appoint the **Visiting Specialist Anaesthetist** and where such decision does not relate to matters concerned with the delineation of clinical credentials or accreditation, **The Royal Victorian Eye & Ear Hospital** shall give notice in writing to the **Visiting Specialist Anaesthetist** of its decision within seven days of the date of the decision.
 - (ii) If a **Visiting Specialist Anaesthetist** to whom notice is given under this clause requests **The Royal Victorian Eye & Ear Hospital** in

writing, within fourteen (14) days of the date of receipt of that notice, to notify him or her of the reason for the decision, then **The Royal Victorian Eye & Ear Hospital** shall within seven (7) days of the receipt of the request, notify the **Visiting Specialist Anaesthetist** of the reasons for its decision.

- (iii) Where a **Visiting Specialist Anaesthetist** wishes to appeal against a decision of **The Royal Victorian Eye & Ear Hospital**, an appeal board shall be established within fourteen (14) days to determine the matter. The appeal board will be made up of a nominee of the **Association**, a nominee from **The Royal Victorian Eye & Ear Hospital** and an independent chairperson agreed between the **Association** and **The Royal Victorian Eye & Ear Hospital**.

c) Notice Period

The **Visiting Specialist Anaesthetist** shall be given a minimum of three months notice in the circumstance of redundancy.

d) Natural Justice

Any termination of a **Visiting Specialist Anaesthetist** must accord with the principles of natural justice and not be harsh, unjust or unreasonable.

33. VARIATION OR RENEWAL OF CERTIFIED AGREEMENT

- a) This **Agreement** may be varied in accordance with the provisions of the *Workplace Relations Act 1996*.
- b) At least three (3) months prior to the expiration of this **Agreement**, **The Royal Victorian Eye & Ear Hospital** and the **Association** must confer with a view to reaching agreement about whether the Certified Agreement will be renewed for a further period and, if so, on what terms.
- c) Each party must advise the other no later than 1 month (or such other period as they may agree in writing) prior to the expiration of the **Agreement** of their decision regarding the matters referred to in clause 33 a)
- d) If agreement is reached to renew the **Agreement**, the continued service of the Practitioner will be recognised under the new **Agreement** so as to avoid any break in service and any accrued or pro-rata entitlements will be carried forward into the new **Agreement**.

34. **TERMS OF AGREEMENT**

Nothing in this **Agreement** shall be deemed to be construed to reduce the pay or allowances which a **Visiting Specialist Anaesthetist** was receiving prior to the operative date of the **Agreement**. Any benefits accrued previously as a result of service to this or any other **Hospital** shall be maintained. The adoption of this **Agreement** shall not break a **Visiting Specialist Anaesthetist's** continuity of service for the purposes of determining entitlement to annual, sabbatical, long service, sick or other leave as described in this **Agreement**.


35. **NO FURTHER CLAIMS**

The **Practitioners**, the **Association**, and the Australian Salaried Medical Officer's Association will not pursue any extra claims for the life of this **Agreement**.

Executed as an Agreement

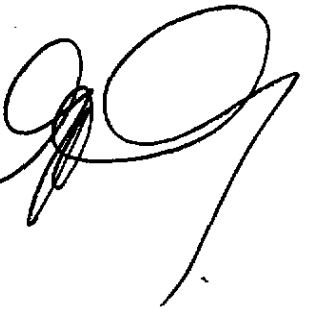
SIGNED

by a duly authorised officer of
the **ROYAL VICTORIAN EYE & EAR HOSPITAL**
in the presence of:

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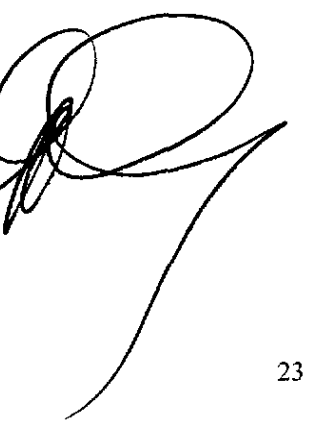
.....Witness

Signed for and on behalf of
the **AUSTRALIAN MEDICAL
ASSOCIATION (Victorian Branch) LIMITED**
(ACN 064 447 678) representing the Practitioners
in the presence of:

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)

.....Witness

Signed for and on behalf of
the **AUSTRALIAN SALARIED
MEDICAL OFFICERS FEDERATION**
representing the Practitioners
in the presence of:

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.....Witness