

Mr. Hye

ST. VINCENT'S HOSPITAL (MELBOURNE) LIMITED (FULL TIME
RADIOLOGISTS AND NUCLEAR MEDICINE
PHYSICIANS AT CENTRAL MELBOURNE MEDICAL IMAGING)
CERTIFIED AGREEMENT 1998

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1 TITLE AND ~~DEFINITION~~

This Agreement shall be known as the St. Vincent's Hospital (Melbourne) Limited (Full Time Radiologists and Nuclear Medicine Physicians at CMMI) Certified Agreement 1998

2 1.2 Definitions

In this Agreement and unless the contrary intention is clearly indicated or required:

1.2.1 (a) "Act" means the, Workplace Relations Act 1996;

1.2.1(b) "**Adjusted Operating Profit**" means the surplus of receipts after payment or provision for expenses in establishing running and expanding Central Melbourne Medical Imaging including those specified in 14.2.5(a), 14.2.5(b) and 14.2.5 (c) for each year of this agreement.

1.2.1(c) "**Association**" means the Australian Medical Association (Victorian Branch);

1.2.1(d) "**Award**" means the Hospital Specialists and Medical Administrators Interim Award 1996;

1.2.1(e) "**Base Rate**" is the remuneration identified in Schedule 1;

1.2.1(f) "**Board**" means the Board of Directors, or the governing body of the Hospital however styled;

1.2.1(g) "**Campus**" means the geographic proximity of the Hospital including St Vincent's Private Hospital;

1.2.1(h) "**Clinical Assistant**" is a clinician without postgraduate speciality qualifications who is appointed to the Hospital staff;

(i) An appointment as a Clinical assistant shall not carry admitting rights but may involve attendance at Outpatients Clinics;

1.2.1(i) "**Continuous Employment**" means the period of continuous employment within the Victorian Public hospital System;

1.2.1(j) "**Close Family Relative**" means a spouse, partner, parent, sibling, child, step-child, grandparent, grandchild and parent-in-law and includes a de facto spouse and their parents and children;

1.2.1(k) "**Compensable Patient**" means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973 (Commonwealth)* who is entitled to be paid compensation damages, or other benefits in respect of an injury, illness or disease for which he or she is receiving hospital services and includes a WorkCover patient, Accident Compensation Commission and Veterans Affairs patients;

1.2.1(l) "**Department Head**" means the Head of the Department of Radiology (however termed) or nominee;

- 1.2.1(m) **"Director Clinical Services"** means the Director of Clinical Services at St Vincent's Hospital (Melbourne) Limited or nominee;
- 1.2. 1(n) "Effective Date" is as defined in Part 1 of Schedule 1;
- 1.2.1 (o) **"Employee"** means a registered medical practitioner employed full time in any of the classifications set out in Schedule 2;
- 1.2.1(p) **"Hospital"** or **"the Hospital"** means St Vincent's Hospital (Melbourne) Limited and any entity who:
- (i) succeeds the Hospital and takes over the management and control of the Hospital; or
 - (ii) is appointed to take over the functions of the Hospital in providing health services to the public;
- 1.2.1(q) **"Employee Benefits Charge"** means a prorated levy on the Total Remuneration Package of the Employee where the Employee accesses benefits as determined in Schedule 2 pursuant to Clause 9.2;
- 1.2.1(r) **"Enterprise Agreement"** means an Agreement entered into between an organisation of employees and the Hospital in accordance with the Act;
- 1.2.1(s) **"Executive Director"** means the Executive Director of St Vincent's Hospital (Melbourne) Limited or nominee;
- 1.2.1(t) **"FBT"** means Fringe Benefits Tax as levied pursuant to the Income Tax Assessment Act 1936 (Cth);
- 1.2.1 (u) **"Family Leave"** means leave allowed to an Employee who is required to provide primary care to a sick partner, parent, brother, sister, child or stepchild;
- 1.2.1(v) **"Fellow"** shall consist of clinicians who have not yet completed relevant specialist training;
- (i) The duties of a Fellow may be clinical or research or both and the position may be full or part time;
- 1.2.1(w) **"Financial Year"** means a period of twelve (12) months ending 30 June in any year;
- 1.2.1(x) **"Higher Qualification"** means a qualification appropriate to the speciality in which an employee is employed conferred upon the employee by a University, Medical School or Learned College which is recognised by the National Specialist Qualification Advisory Committee of Australia (NSQAC) including:
- (i) postgraduate degrees and diplomas of Universities which are recognised by NSQAC;
 - (ii) membership or fellowship of a College or Association of Specialists recognised as being indicative of higher qualification by NSQAC;
 - (iii) any other postgraduate qualification at the level of Masters or above appropriate to the speciality in which an employee is employed;

- (iv) provided that where the minimum compulsory training period in that speciality required to qualify for the postgraduate qualification exceeds four (4) years in excess of four (4) be counted as experience after obtaining higher qualification in the definition of Senior Specialist, Principal Specialist and Senior Principal Specialist;
- 1.2.1(y) "Hospital" means the St Vincent's Hospital (Melbourne) Limited, and includes the Board of Directors and/or the authorised agent of the Board;
- 1.2.1(z) "**Hourly Rate**" means one fortieth (1/40) of the ordinary weekly wage as determined in Schedule 2 of this Agreement;
- 1.2.1(aa) "**Lifestyle Plan**" means the St Vincent's Hospital (Melbourne) Limited Lifestyle Plan as provided to employees who participate in an Enterprise Agreement signed by the Hospital from time to time;
- 1.2.1(bb) "**Major Change Process**" includes change in the role of function of the Hospital or a constituent hospital, the cessation of the provision of medical or surgical services in an Employee's discipline or specialty and the abolition of the Unit of Department in which an Employee works;
- 1.2.1(cc) "**Month**" means any calendar month;
- 1.2.1(dd) "**Normal Working Hours**" means between 7.00am and 7.00pm, Monday to Friday inclusive, but excluding Public Holidays;
- 1.2.1(ee) "**On-Call Period**" is between the hours of 7.00pm and 7.00am on any one day per week and from 7.00pm Friday to 7.00am Monday, and the whole of Public Holidays;
- 1.2.1 (ff) "**Ordinary Pay**" means the pay an Employee is entitled to receive at the time he or she takes long service leave for working his or her ordinary time rate of pay;
- 1.2.1(gg) "**Parties**" means each of the Hospital and the ~~Employee~~ ^{ASSOCIATION} and "**Party**" means either of the Hospital or the Employee ^{frv&t.v r v ^ < i f > J}
- 1.2.1(hh) "**Pay**" means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Schedule 2 of this Agreement" hereof at the time leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates, provided that where accommodation is made available to an employee during his or her period of leave;
- 1.2.1(ii) "**Practical Experience**" shall mean clinical or research work within the particular speciality;
- 1.2.1(jj) "**Principal Specialist**" shall consist of clinicians with the appropriate postgraduate qualifications and who have had not less than eight (8) years practical experience in the speciality since obtaining the higher qualification and recommended as such by the Electoral College and appointed by the Board. Principal Specialists may be appointed however notwithstanding their being less than eight (8) years post-speciality qualification should the Board deem appropriate;

- 1.2.1(kk) **"Private Patients"** means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973 (Commonwealth)* who elects to be treated on Hospital premises as an inpatient or day patient by a medical practitioner of his or her choice and is responsible for paying for the provision of medical services, but does not include a Public Patient or a Compensable Patient;
- 1.2.1(11) **"Private Practice"** means the rendering by an employee of professional services at the Hospital to private patients for which fees are charged in the name of the employee, and includes the preparation and signing of reports and certificates but excludes attendances at Court;
- 1.2.1 (mm) **"Professional Environment"** means the Hospital agrees that the professional body for radiologists, the Australian and New Zealand College of Radiologists, sets the minimum professional standards through its guidelines and other documents. The Hospital agrees to provide conditions of employment in accordance with College guidelines subject to such guidelines not being in conflict with it's own minimum professional standards;
- 1.2.1(nn) **"Public Holiday"** means public holidays appointed under the *Public Holidays Act 1993 (Victoria)*;
- 1.2.1(oo) **"Public Patient"** means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973 (Commonwealth)* who elects to be treated as a public inpatient or a public outpatient in respect of whom the Hospital provides comprehensive care, including all necessary medical, nursing and diagnostic services by means of its own staff and by other agreed arrangements without charge to the eligible person;
- 1.2.1(pp) **"Recitals"** means the recitals to this Agreement;
- 1.2.1(qq) **"Remuneration"** means an employee's pay and includes drawings from the Special Purpose Medical Fund and leave entitlements;
- 1.2.1(rr) **"Savings Plan"** means the Norwich Investment Portfolio;
- 1.2.1(ss) **"Senior Principal Specialist"** shall consist of clinicians with the appropriate qualifications who have had not less than eight (8) years practical experience in the speciality since obtaining the higher qualification;
- (i) Senior Principal Specialists shall be appointed by the Board on the advice of the Electoral College to the position of Director of a Hospital Department;
 - (ii) Senior Principal Specialists may be appointed by the Board as Directors of a Hospital Department notwithstanding they have less than eight (8) years post-speciality qualifications should the Electoral College deem appropriate;
- 1.2.1(tt) **"Senior Specialist"** shall consist of clinicians with the appropriate postgraduate qualifications and who have completed their relevant postgraduate qualification and have had not less than three (3) years practical experience in the speciality since obtaining the qualification;

- (i) Senior Specialists may be appointed by the Board notwithstanding they have less than three (3) years post-speciality qualifications should the Electoral College deem it appropriate;
- 1.2.1(uu) "Sessions" means a division of the working week between Monday and Friday (inclusive) such that there, are ten (10) sessions in each week of this Agreement of one half (1/2) day per session;
- 1.2.1(w) "**Specialist**" shall consist of clinicians with the appropriate postgraduate qualifications and who have had less than three (3) years practical experience in the speciality since obtaining the qualification;
- 1.2.1(ww) "**Special Purpose Medical Fund**" means the private practice funds administered by the Hospital into which private practice income by virtue of treating Private Patients is received, currently this is account SMO59;
- 1.2.1(xx) "**Speciality**" means a field of work requiring the application of special experience and qualifications in a particular branch of medicine;
- 1.2.1(yy) "**Statutory Body**" means the Department of Human Services of Victoria;
- 1.2.1(zz) "**Total Remuneration Package**" means that part of the whole remuneration paid to the employee pursuant to Clause 9.1 of this Agreement;
- 1.2.1(aaa) "**Transmission**" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

1.3 Interpretation

1.3.1 In this Agreement except to the extent that the context otherwise requires:

1.3.1(a) This Agreement may only be varied by the parties -upon mutual ~~consent with such variation to be in writing.~~

1.3.1 (b) If any provision (or part thereof) of this Agreement or its application to any party or any circumstances is unenforceable or invalid, or its operations excluded by operation of law, Then that provision (or part thereof) shall be severed from this Agreement and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

1.3.1(c) Words importing the singular include the plural and vice versa and words importing a gender include other genders;

1.3.1(d) A reference to an Act of Parliament or Code or Section or Schedule of that Act or Code should be read as if the words "or any Statutory modification or reenactment thereof or substitution thereof are added to the reference and includes all Statutory Instruments issued under that Act or Code as at the date of this Agreement;

1.3.1 (e) Where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

1.3.1(f) Reference to a Clause, Schedule or Annexure shall be construed as references to a Clause of or Schedule or Annexure to this Agreement and references to this Agreement include its Schedules and any Annexures;

1.3.1(g) A reference to a party to this Agreement or any other Document or Agreement includes its successors and permitted assigns;

1.3.1 (h) A reference to a party shall be construed as a reference to a party to this Agreement;

1.3.1(i) A reference to a Document or Agreement including this Agreement includes, a reference to that Document or Agreement as amended, novated, supplemented, varied or replaced from time to time;

1.3.1 (j) In the interpretation of this Agreement, headings shall be disregarded;

1.3.1(k) Reference to currency shall be construed as reference to Australian currency.

1.4 Time

If the time for doing any act or thing under or pursuant to this Agreement falls or expires on a date being a Saturday, Sunday or gazetted public holiday for the Melbourne Metropolitan area, the time by which or in which that act or thing must be done will be extended to the next day not being a Saturday, Sunday or gazetted public holiday for the Melbourne Metropolitan area.

2 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the 1 June 1998 and shall remain in force for thirty six (36) months.

3 APPLICATION

3.1 This Agreement applies to the employment of the Employees by the Hospital on a fulltime basis who are appointed to the Medical Imaging Department of the Hospital and Central Melbourne Medical Imaging concurrently.

3.2 This Agreement will be a Certified Agreement registered under the provisions of Division 2 of Part VIB of the *Workplace Relations Act 1996*.

4 COMMITMENT

The parties to this Agreement are committed to implement workplace reform and such reform shall include but not be limited to the performance indicators as detailed in the job description attached as Schedule 3 and to the following:

4.1 Service Orientation

4.1.1 Close working relationship with clinical team delivering care to patient, supplying verbal and written reports in a timely manner.

4.1.2 Liaison with clinical staff to ensure appropriateness of investigations and promptness of performance to minimise delay for any patient on any modality.

4.1.3 Availability on-site at all times when rostered on duty.

4.2 Technological Change

- 4.2.1 Commitment to "soft-copy" reporting including verification.
- 4.2.2 Commitment to development of PACS/Digital Imaging
- 4.2.3 Commitment to utilisation of voice recognition technologies and when possible the direct inputting of reports by medical staff.
- 4.2.4 Commitment to developing a remote diagnostic programme.

4.3 Teaching, Training and Research

Commitment to fostering an active teaching, training and research program within the Medical Imaging Department.

4.4 Central Melbourne Medical Imaging

- 4.4.1 Commitment to the development of Central Melbourne Medical Imaging;
- 4.4.2 Commitment to the proactive marketing, sourcing and referral of patients to Central Melbourne Medical Imaging at the Hospital.

5 RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the Award, provided that to the extent of any inconsistency the Agreement shall prevail.

6 OBJECTIVES AND PRINCIPLES

6.1 Objectives of the Agreement

- 6.1.1 Inspired by the caring tradition of the Sisters of Charity and the healing ministry of Christ, the Hospital strives to be leader in providing high quality and innovative health care to the community. The Hospital's values and concern for all people permeate every aspect of life and work at the Hospital. The Hospital's leadership is achieved by the outstanding contribution of its people in delivering a range of specialist hospital and community services underpinned by excellence in education and research. The Hospital recognises and supports these values within the Department of Radiology.
- 6.1.2 This Agreement seeks to ensure the ongoing viability, growth and competitiveness of the Hospital's services, whilst providing quality patient care through establishment of a commitment between the Hospital and the Employee to continuous improvement in all aspects of the Hospital's operations with the view to achieving private and public best practice benchmarks in the delivery of health care.
- 6.1.3 The Employee agrees the Hospital is best able to provide proper remuneration, security of employment and improved job satisfaction where the Hospital is in a sound financial and competitive position.
- 6.1.4 The purpose of this Agreement is to recognise the contributions of the Employee towards continuous improvement through the provision of additional benefits.

6.2

Principles of the Agreement

No Employee will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by that specific classification of employment without consultation and agreement.

RENEWAL OF CERTIFIED AGREEMENT

- 7.1 At least three (3) months prior to the expiration of the initial term of and subsequent terms of the Certified Agreement the Hospital and the Employees 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. •
- 7.2 Each party must advise no later than one (1) month (or other such period as they agree in writing) prior to the expiration of the Certified Agreement of their decision regarding the matters referred to in Clause 7.1.
- 7.3 ~~If this Agreement is not renewed, the Agreement shall expire. However, nothing in this clause prevents prior termination under Section 170MH of the Workplace Relations Act 1996.~~
- 7.4 If agreement is reached to renew the Certified Agreement, the continued service of the Employee 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.

8 CONTINUITY OF EMPLOYMENT

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

9 REMUNERATION

- 9.1 Subject to the Employee's classification and the Employee at all times carrying out the duties set out in Schedule 3 and the performance by the Employee of the obligations set out in this Agreement, the Employee is entitled from the Effective Date to the rates of remuneration set out in Schedule B which are inclusive of Leave Loading penalties, Fringe Benefits Tax and all allowances ("Total Remuneration Package").
- 9.2 A minimum of 70% of the Total Remuneration Package must be taken as monetary remuneration with the remainder being allocated to employment benefits. Employment benefits as outlined in Schedule 2 may be accessed having regard to the salary packaging policy of the Hospital.
- 9.3 If there is any increase in the cost to the Hospital of the employment benefits being provided, arising from any cause whatsoever, the Hospital has the right after notifying the Employee to alter the level of employment benefits by converting benefits to salary to the extent necessary to maintain the same level of cost to the Hospital of the Employee's existing Total Remuneration Package.

9.4 The Hospital agrees to provide the prescribed minimum level of superannuation support required under the *Superannuation Guarantee (Administration) Act 1992* (Commonwealth) in addition to the Total Remuneration Package.

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

10 ADDITIONAL REMUNERATION AND BENEFITS

10.1 In addition to monetary remuneration and employment benefits the Employee is entitled to the following benefits and allowances, which are excluded from the calculation of the annual cost to the Hospital of the Total Remuneration Package:

10.1.1 Where an Employee is recalled, they shall not be entitled to further remuneration as such remuneration has been included in the Total Remuneration Package. However, angio-interventional after-hours duty and the pacemaker screening sessions will attract additional remuneration as detailed in Schedule 2.

10.1.2 Meetings - the Employee must be paid one hundred and twenty five percent (125%) of their ordinary hourly rate of pay for each full hour in attending meetings outside ordinary hours at the request of the Hospital.

10.1.3 Higher duties - the Employee must be paid for the full day applicable to a higher classification if the Employee works at least eight (8) hours at that level.

10.1.4 Public holiday - the Employee shall be remunerated at the ordinary rate of pay for one (1) day's work performed by the Employee on a public holiday and shall be entitled to one (1) day of paid leave taken on another mutually agreed day.

10.1.5 Overtime - The Total Remuneration Package incorporates payments for reasonable overtime however where work performed in any fortnight exceeds ninety six (96) hours, the Employee will be entitled to overtime at one hundred and twenty five percent (125%) of their base rate of pay.

10.1.6 Business Travel - Where the Employee is undertaking work pursuant to this Agreement at the Hospital and is requested by the Hospital to travel to another hospital, expenses incurred shall be reimbursed in accordance with Victoria Public Service rates as circularised from time to time upon completion of a travelling expenses claim form which will need to be submitted to the Finance Division.

10.1.7 The Hospital shall, at its cost, insure the Employee for income protection in the event of illness or injury. The policy shall provide the payment of seventy five percent (75%) of pre-illness or injury earnings for a period of up to two (2) years after a waiting period of thirty (30) days. The payments to the Employee shall be made on a fortnightly basis through the Hospital's payroll system.

10.1.8 The membership fee of one (1) of the conventional indemnity funds in respect to the Employee as and when that fee is due including any additional fee payable on cessation of membership of the fund to secure continuing cover for events occurring during the period of membership. The Hospital will continue to indemnify the Employee for all claims against the Employee by Public Patients.

11 REVIEW OF REMUNERATION PACKAGE

- 11.1 It is the Hospital's policy to review the Total Remuneration Package of the Employee on or before 31 December of each year for the duration of this Agreement.
- 11.2 If legislative changes affect an employee's package then a review shall be instigated within four (4) weeks of the change being notified to the Employee.
- 11.3 In the event of there being significant lifestyle changes occurring in the life of the Employee including:
- 11.3.1 Separation
 - 11.3.2 Divorce
 - 11.3.3 Ill Health and particularly when the Hospitals Salary Continuance Plan is accessed
 - 11.3.4 Retirement
 - 11.3.5 Extended Leave including Parental Leave
 - 11.3.6 Work Related Injury
 - 11.3.7 Undertaking additional duties that are not normally those of the employee for any extended period of time
 - 11.3.8 Change in Hospital Fringe Benefits Tax exemption status

The Employee shall have the right to request the Hospital to change the structure and benefits of the Remuneration Package.

12 INSURANCE

- 12.1 The Hospital represents to the Employee intending that the Employee rely on the representation, that under the Liability and Malpractice Insurance Contract made between Aon Risk Services Australia Limited and the Minister for Human Services for the State of Victoria and in force at the date of this Agreement the Hospital is a named insured therein and the Employee is entitled to indemnity subject to the terms and conditions of that insurance contract.
- 12.2 The Employee acknowledges the requirement to maintain membership of a recognised medical defence organisation and that the insurance contract referred to in clause 12.1 of this Agreement provides very limited indemnity to the Employee for any legal liability arising in connection with the Employee's treatment of Private and Compensable Patients.

13 PERFORMANCE MANAGEMENT

- 13.1 The Hospital has introduced a Performance Management Measurement System and the Employee shall be required to participate in this System"-
- 13.2 It is the Hospital's policy to undertake a formal review of performance pursuant to Clause 13.1 on a minimum twelve (12) monthly basis or within thirty (30) days of the end of the financial year. This review will involve a meeting between the Employee and the Department Head (or the appointed Review Committee of the Hospital), culminating in a written report on the Employee's performance which is to be signed off by both the Hospital representative and the Employee.

14 PARTICIPATION IN CENTRAL MELBOURNE MEDICAL IMAGING

- 14.1 The Hospital has established a Private Medical Imaging Service (hereinafter known as Central Melbourne Medical Imaging) located at the Campus and the Employee shall be eligible to treat and charge fees to Private and Compensable Patients utilising the facilities of Central Melbourne Medical Imaging subject to the following appointment criteria:

- 14.1.1 the Employee shall not be entitled to participate in Central Melbourne Medical Imaging unless they are a fulltime Employee of the Hospital;
- 14.1.2 the Employee shall not be eligible to participate in the disbursement of monies in Central Melbourne Medical Imaging pursuant to clause 14.2.5 of this Agreement until they have served a minimum of twelve (12) months continuous fulltime employment with the Hospital and Central Melbourne Medical Imaging at which time the Employee shall be eligible for a bonus payment of thirty thousand dollars (\$30,000), payable subject to reappointment to the Medical Imaging Department and Central Melbourne Medical Imaging for a further period;
- 14.1.3 the Employee must be generally available and able to undertake work during the On Call period' which requires the Employee to have a multiskilled capability in respect to Medical Imaging.
- 14.1.4 The Hospital may appoint a locum approved by it to provide clinical services which would otherwise be supplied by the Employee subject to the Employee making' such arrangements with the Hospital a reasonable period prior to the commencement of an anticipated absence. In such circumstances, the locum shall be paid at the base hourly rate of the Employee (excluding the Employee's entitlement to a bonus (if any)) as outlined in this Agreement.
- 14.1.5 In the event that Central Melbourne Medical Imaging ceases to operate, or the Employee is either not required to participate in Central Melbourne Medical Imaging or is not appointed to participate in Central Melbourne Medical Imaging, then such non-participation shall not be cause for termination of the Employee's employment with the Hospital.

14.2 During the continuance of this Agreement:

- 14.2.1 Subject to compliance with all reasonable guidelines or directives ~~imposed by the Hospital~~ regarding to its obligations under Section 17 of the Health Insurance Act 1973 and the Medicare Agreement which expires on 30 June 1998 and to any subsequent Agreement, the Employee is entitled to ~~treat and~~ charge fees to Private and Compensable Patients (utilising the Employee's provider number) using the Hospital facilities. All private practice fees referable to that treatment belong to " the Hospital and are to be collected and disbursed by the Hospital pursuant to the provisions of this clause.
- Handwritten: DEDUCTION PAYMENT - EMPLOYING ACTION THIS WILL BE DONE BY THE EMPLOYER TO THE HOSPITAL*
- 14.2.2 The Employee appoints the Hospital as the sole and exclusive agent of the Employee for the purposes of collecting, depositing and disbursing private By the practice fees and the earnings thereon.
- 14.2.3 Private practice fees must be collected as follows:
- (i) the Hospital will render all accounts for services given by the Employee;
 - (ii) the account must be rendered in the name of the Employee;
 - (iii) the Hospital must collect the private practice fees and deposit them in an account designated according to the Employee's discipline or speciality;
 - (iv) the private practice fees of the Employee may be mixed with other private practice fees collected by the Hospital from other employees engaged in the same discipline or speciality and the earnings on those funds;
 - (v) the Hospital is not a trustee of any part of the deposits and earnings in the designated account;

(vi) if the Hospital takes any action to recover outstanding amounts then the Employee must provide all reasonable assistance to the Hospital including the Employee's name to any legal proceedings;

(vii) the Hospital may cease any action taken to recover outstanding amounts if in its opinion it is reasonable to do so and it is not liable to compensate or reimburse or otherwise account to the Employee for the amount not recovered.

14.2.4 The Employee must provide the Hospital with sufficient particulars of the patient, the service provided, the item number and the applicable charge so as to allow the Hospital to issue a properly itemised account and receipt.

14.2.5 The Employee authorises the Hospital to deal with all monies held in the Employee's designated account and any interest thereon (together referred to as the "Receipts") each year as follows:

14.2.5(a) the Hospital shall be entitled to be paid such monies as are required to reimburse the costs of establishing Central Melbourne Medical Imaging (including refurbishment of premises and the Hospital contribution to purchase of equipment) and such other expenses as are reasonably incurred by the Hospital in running and expanding the Service (including an annual sum of \$1.4 million which is agreed as owing comprising of \$500,000 owing to the Hospital and \$900,000 owing to the Special Purpose Medical Fund together with all loan repayments, capital expenditure, working capital and accumulated losses.)

14.2.5 (b) In addition, the Hospital may also retain within the accounts of the Central Melbourne Medical Imaging reasonable provisions for working capital or capital expenditure.

14.2.5 (c) The Adjusted Operating Profit will be distributed as follows: An amount of sixty thousand dollars (\$60,000) per annum for each fulltime employee of greater than one (1) year's standing employed by the Medical Imaging Department who participates in the Central Melbourne Medical Imaging and an amount of thirty thousand dollars (\$30,000) per annum for each participating fulltime employee of less than one (1) year's standing, shall be paid to the* participating employees via the Special Purpose Medical Fund (currently SMO59); and

14.2.5(d) when the Central Melbourne Medical Imaging is able to meet its total debt obligations in respect to the establishment of the Service, the Adjusted Operating Profit shall be divided as to fifty percent (50%) being paid to the Hospital and fifty percent (50%) shall be distributed equally among the participating Specialists of greater than one (1) year's standing;

14.2.5(e) the arrangements as outlined in clause 14.2.5(d) are subject to review and agreement of the parties in the event that:

(i) the Hospital in consultation with the Medical Imaging Department determines that there is a need to increase the fulltime employees employed by the Medical Imaging Department beyond eight (8); or

(ii) the number of daily examinations exceed one hundred and seventy (170) on average over a four (4) week period; or

(iii) the Adjusted Operating Profit of the Central Melbourne Medical Imaging (after payment of all expenses and contributions to the Hospital and the Special Purpose

Medical Fund as determined in clause 14.2.5(a) and 14.2.5(b) and 14.2.5(c)) exceeds \$2.6 million on an annualised basis as determined over a continuous twelve (12) month period so that

the profit share formula as determined in clause 14.2.5(d) shall be amended such that the Hospital shall increase its share of the profits above fifty percent (50%), but not to exceed 70% in the first instance. If agreement is not reached as to the increase in the Hospital's percentage share of the adjusted operating profit, the division of profits shall be determined by the Chairman of the Board of the Hospital after consultation with both parties.

15 LEAVE

15.1 The Employee is entitled to the following leave entitlements:

15.1.1 Annual Recreation Leave

Four (4) weeks paid leave shall accrue at the end of each year of employment prorated provided that the Employee must take leave within twelve (12) months of it accruing. One (1) week's additional paid leave accrues for each year of employment the Employee is required to be On Call by the Hospital (prorated).

Any annual leave accrued by the Employee by virtue of continuous service with the Hospital as at the commencement date of this Agreement shall be credited to the Employee and accrued by the Employee pursuant to the Hospital's policy.

15.1.2 Sick Leave

Twelve (12) days paid leave for each year of employment pro-rated with the entitlement to sick leave being cumulative. The accrual of sick leave does not carry the right to be paid for any untaken sick leave on the termination of the Employee's employment and sick leave in excess of two (2) days must be supported by a medical certificate.

Any sick leave accrued by the Employee and recognised by the Hospital as at the commencement date of this Agreement shall be credited to the Employee.

15.1.3 Compassionate Leave

Two (2) days paid leave for each year of employment upon the death of a Close Family Relative in Australia or the illness or death overseas of a spouse (including de facto spouse of the opposite or same sex), parent, partner, sibling or child provided that the Employee must not take compassionate leave whilst on other leave and must provide proof of illness or death or relationship when requested by the Hospital.

15.1.4 Approved Conference Leave

Two (2) weeks paid leave for each year of employment provided that the Employee may carry up to four (4) weeks conference leave into a subsequent year. The accrual of conference leave does not carry the right to be paid for any untaken conference leave on the termination of this Agreement for any reason. The Employee must seek prior approval to attend from the Department Head or nominee and provide the Director of Clinical Services with a written report of conferences attended.

15.1.5 Long Service Leave

The Employee is entitled upon the completion of ten (10) years continuous service with the Hospital - four (4) months long service leave and thereafter an additional two (2) months long service leave on the completion of each additional five (5) years service with the Hospital prorated.

If the Hospital and the Employee agree, the Employee who is entitled to long service leave may take the whole or part of that leave at:

- (i) half the Rate of Remuneration for a period equal to twice the period to which the Employee would otherwise be entitled subject to appropriate rostering within the Employee's department; or
- (ii) twice the Rate of Remuneration for a period equal to half the period to which the Employee would otherwise be entitled.

Long service leave may be taken by mutual agreement or upon 12 weeks notice in writing, in instalments of not less than one week prorated. The number of instalments taken is limited only by the requirement that there be mutual agreement.

If the Employee has been employed by the Hospital for at least ten (10) years and resigns or retires, or if the Employee's appointment expires and he/she has not received Long Service Leave for the period to which the Employee would have been entitled, the Hospital shall pay the Employee the amount to which he/she would have been entitled plus a pro rata amount for all service with the Hospital in excess of ten (10) years, provided that such resignation or retirement is not due to serious or wilful misconduct.

Upon death from any cause of the Employee who, at the date of death was eligible for a grant of long service leave, the Hospital shall pay to the personal representative of the deceased Employee the amount that the Employee would have been entitled to receive had he/she retired immediately prior to the date of his/her death. Upon the death of the Employee while on long service leave, the Hospital shall pay to the personal representative of the deceased Employee a sum equal to the amount which would have been payable to the Employee had he/she retired immediately prior to his/her taking such leave less any amount already paid to the Employee in respect of such leave.

Where the Employee is employed by the Hospital subsequent to 1 July 1997, the Employee shall be entitled to long service leave in accordance with the Award, save that service with another Institution or Statutory Body (as those terms are defined in the Award) shall not be regarded as service for the purposes of calculating the long service leave entitlement with the Hospital.

15.1.6 Sabbatical Leave

The Employee is entitled to a maximum of twenty six (26) weeks paid leave for each six (6) years of continuous employment (which may be taken in four (4) week periods) provided that:

- (i) the Employee is a Specialist of at least three (3) years standing and has engaged in medical undergraduate and graduate teaching in the Hospital;
- (ii) the dominant purpose of the leave is to undertake a course of study or research related to the Employee's work;
- (iii) the course of study or research is of benefit to the Hospital and is approved by the Hospital;
- (iv) the Employee undertakes to remain in the employment of the Hospital for at least two years after returning from leave;
- (v) the Hospital may recover costs in excess of the monetary remuneration paid to the Employee or incurred by the Hospital in respect of the leave if the Employee voluntarily leaves the employment of the Hospital within two years of returning from leave;
- (vi) the Hospital must recognise the Employee's employment in excess of six (6) months in the Australian Defence Forces when calculating the continuous period of employment required.
- (vii) Upon termination of this Agreement, the Employee has no entitlement to be remunerated for any accrued Sabbatical Leave.

15.1.7 Family Leave

In recognition of the need for leave to care for family members, Employees are entitled to up to five (5) paid days per annum for this purpose. This leave is to enable the Employee to provide care for dependants, which include spouse, de facto spouse of the opposite or same sex, child, parent, grandparent, grandchild, or siblings of the Employee or the spouse or de facto spouse of the Employee. The Employee must have responsibility for the care of the dependant person concerned and must provide, if required by the Hospital, a medical certificate provided by a registered Medical Practitioner verifying the nature of the illness and stating its expected duration. Family leave is non-cumulative from year to year.

15.1.8 Other Leave

Where not specifically referred to, the minimum terms and conditions of employment, including parental, maternity and adoptive leave, will be as determined in the Act.

16 DISPUTES

16.1 If any dispute arises out of or relates to a Employee's employment which relates to duties and obligations under this Agreement which is not resolved by discussion between the Employee and the Employee's Department Head, then the parties must endeavour to settle the dispute by further discussion between the Employee and his Agent and the Director Clinical Services or Department Head and the Executive Director of the Hospital or a person nominated by him/her.

16.2 If the matter remains unresolved, either party may refer the dispute to the Australian Industrial Relations Commission or propose to the other for agreement an alternative mediator, who is independent of both the Hospital and the Employee and

who has appropriate skill and knowledge in the area of dispute resolution, for the purposes of mediation.

- 16.3 If one of the parties proposes to refer the matter for mediation pursuant to clause 16.2, that mediation ('alternative mediation¹') procedure is as follows:

16.3.1 At the same time as proposing agreement to refer the matter for alternative mediation, the party wishing to adopt that course shall give to the other a Notice of Dispute specifying the matter or matters which are in dispute.

16.3.2 Within seven (7) days of receiving the proposal for mediation and the Notice of Dispute, the respondent party shall indicate in writing agreement or otherwise to the proposal. Upon such indication the matters or matters in dispute shall be immediately referred to the alternative mediator, or failing that, shall be referred to the Australian Industrial Relations Commission.

16.3.3 Any costs of the mediation must be borne equally between the parties.

- 16.4 If the matter is still not resolved after mediation, either party may request the Australian Industrial Relations Commission to conciliate and arbitrate the dispute. Any decision of the Australian Industrial Relations Commission shall be final and binding.

- 16.5 The Employee and the Hospital must co-operate with the mediator or arbitrator in an effort to resolve the dispute within six (6) weeks of the dispute first being notified to the parties.

- 16.6 Until the matter is resolved, the Employee and the Hospital shall continue to observe their respective obligations under this Agreement. No party is to be prejudiced by the continuance of those obligations in accordance with this clause.

- 16.7 Nothing in this Agreement shall prevent the Employee from supplying information to the Australian Medical Association or the Employee's Agent in relation to a probable, threatened or actual grievance or dispute arising from this Agreement.

17 DISCLOSURE OF INFORMATION

- 17.1 An employee may be required for medico-legal purposes to disclose to the Hospital information relating to the mental or physical condition of another person who is or was a patient of the Hospital and not being the employee's private patient and such employee shall make such disclosure in accordance with the requirement.

- 17.2 Nothing in the foregoing sub-clause shall prevent an employee from supplying information to the Association in relation to a probable, threatened or actual grievance or dispute.

18 CONFIDENTIAL INFORMATION

- 18.1 Information, whether or not in material form, other than that generally published and available regarding the Hospital's business transactions, operations and systems, financial affairs and structures, is of value to the Hospital, and is of a restricted, confidential nature. During the continuance of this Agreement and for any time thereafter, the Employee must not use or disclose any such confidential information to any other person, firm or corporation without the prior written consent of the Hospital.

- 18.2 On completion or termination of his/her employment, the Employee must immediately deliver to the Hospital all books, notes and other records based on or incorporating information referred to in clause 20.1, and all keys, computer software or other property relating to the business of the Hospital which belongs to the Hospital or relates to the duties of the Employee during the period of the employment.

18.3 The Employee acknowledges and agrees that the Employee is aware of the provisions of *Section 141* of the *Health Services Act 1988 (Victoria)* which relates to the unlawful disclosure of patient information.

19 HOURS OF DUTY

- 19.1 An employee's minimum ordinary hours of work shall be forty (40) hours between 7.00am and 7.00pm Monday to Friday incorporating ten (10) sessions.
- 19.2 The forty (40) minimum ordinary hours of work per week and any required extra hours of work (other than on call and/or recall) shall be worked in rostered sessions as designated and shall include but not be limited to the duties identified in Schedule 3.
- 19.3 It is acknowledged that in accordance with the philosophy of the Hospital, research and teaching and other non-patient contact including professional obligations and administrative responsibilities shall comprise two (2) sessions per week. In addition it is agreed that the employee shall be available for service duties in emergencies or conditions of extreme and unforeseen staff shortage.
- 19.4 The employee shall during the non On Call period be available full time on site of the Hospital campus for ten (10) sessions inclusive of Clause 21.3.

20 RESEARCH MATERIAL

- 21.1.1 Any research materials, documentation, literature, manuals, records and other materials brought into existence by the Practitioner in the course of performing the duties under this Agreement or which are the property of the Hospital at the commencement of this Agreement, are and will remain the property of the Hospital and will be left with the Hospital on the termination of this Agreement.
- 21.1.2 Any property whether real or personal, tangible or intangible, which is created, expanded, added to or modified in any matter or to any extent whatsoever by the Practitioner in the course of performance of the duties under this Agreement, is and will remain the sole and exclusive property of the Hospital at all times during the continuance and after the termination of this Agreement. No right, title or any interest of any nature whatsoever will accrue or deemed to have accrued to the Practitioner at any time in respect of all or any of the abovementioned property.
- 21.1.3 On termination of this Agreement for whatever reason, the Practitioner will immediately deliver to the Hospital all records whatsoever in the Practitioner's possession or control which relate directly or indirectly to the Hospital's business or patients.

22 CONFIDENTIAL INFORMATION

- 22.1. Information, whether or not in material form, other than that generally published and available regarding the Hospital's business transactions, operations and systems, financial affairs and structures, is of value to the Hospital, and is of a restricted, confidential nature. During the continuance of this Agreement and for any time thereafter, the Practitioner must not use or disclose any such confidential information to any other person, firm or corporation without the prior written consent of the Hospital.
- 22.2. On completion or termination of his/her employment, the Practitioner must immediately deliver to the Hospital all books, notes and other records based on or incorporating information referred to in clause 23.1, and all keys, computer software or other property relating to the business of the Hospital which belongs to the Hospital or relates to the duties of the Practitioner during the period of the employment.

22.3. The Practitioner acknowledges and agrees that the Practitioner is aware of the provisions of *Section 141 of the Act* which relates to the unlawful disclosure of patient information.

23 STAND-DOWN CLAUSE

In the event of a general stoppage of work (a strike), the Hospital will after taking into account the employee's duty of care to their patients have the right to stand down employees without pay who are prevented from or unable to perform their rostered duties. The stand down does not break the continuity of employment of the employee for the purpose of any entitlements.

24 UNIFORMS AND PROTECTIVE CLOTHING

Each employee shall be supplied with sufficient suitable and serviceable uniforms which shall be laundered at the expense of the Hospital. Such uniforms remain the property of the Hospital concerned and must be returned at the completion of the employee's period of service at the Hospital. For the purposes of this clause, the Hospital may deem white coats to constitute a uniform.

25 TERMINATION

25.1 Either party may terminate employment by giving three (3) months notice of termination in writing to the other party. The Hospital has the right to make payment in lieu of giving notice.

25.2 If Major Change Processes result in the abolition of the Employee's position and there is no equivalent position available in which to redeploy the Employee within the Hospital, then the Employee shall be entitled, *in addition* to his/her accrued entitlements, to the following payments only:

25.2.1 two (2) weeks salary prorated per year of continuous service to a maximum of twenty (20) weeks;

25.2.1(a) "Weeks Salary" means in this sub paragraph the Total Remuneration Package for the Employee for the week.

25.3 Subject only to summary dismissal set out in 25.4, if the Hospital for any reason, including but not limited to non-compliance by the Employee with the Performance Criteria or the abolition of the position due to Major Change Processes, is considering terminating the Employee's employment, the Hospital must, before giving notice of termination to the Employee, consult and confer with the Employee and give the Employee the reasons for and details of the proposed action. If the proposed termination relates to the Employee's behaviour the Employee must be given an appropriate written warning or if due to unsatisfactory performance, must be given appropriate instructions, a written warning and the opportunity for a reasonable period of time to improve that performance.

25.4 Providing that the Hospital complies with the requirements of the *Health Services Act 1988 (Victoria)*, the Hospital may summarily dismiss the Employee at any time without the requirement to give notice, counselling or warning if the Employee is guilty of misconduct such as would at common law give the right to summary dismissal. This may include but is not limited to:

25.4.1 of duty (of a serious nature or acts of dishonesty)

25.4.2 breach of confidentiality or a serious conflict of interest affecting the performance of the duties of the Employee;

25.4.3 revocation of the Employee's clinical credentials;

- 25.4.4 failure to carry out lawful requests or directions;
- 25.4.5 alcohol abuse or improper drug or substance use adversely affecting the performance and behaviour of the Employee;
- 25.4.6 ceasing to hold current registration as required by the *Medical Practice Act 1994*, such other registration as is acceptable to the Hospital or ceasing to hold membership of a recognised medical defence organisation;
- 25.4.7 being found to have engaged in unprofessional conduct of a serious nature as referred to in section 50 of the *Medical Practice Act 1994* or having any limitation, condition or restriction imposed on the Employee's right to practice by the Medical Board of Victoria;
- 25.4.8 failing to meet the standards required by the Employee's specialist medical college in respect of continuing education of the Employee;
- 25.4.9 being found guilty of an indictable offence under the *Crimes Act 1958*.
-
- 25.4.10 upon a decision by management to proceed with the proposed changes, recommend the process and timetable for implementation;
- 25.4.11 ensure that employees whose positions are to be made redundant are promptly counselled. The employee may seek additional counselling from a department head as to the redeployment process to be adopted and placement services available;
- 25.4.12 endeavour to resolve/grievances relating to change including issues relating to redeployment, training and redundancy of affected employees;
- 25.4.13 ensure Working Party representatives are permitted to take necessary time off work to carry out functions associated with the change project including consultation with employees pursuant to this Agreement without loss of income

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first
hereinbefore written.

SIGNED
by a duly authorised officer of
ST VINCENT'S HOSPITAL (MELBOURNE) LIMITED
in the presence of:

)
)
) _____
)

WITNESS:

SIGNED by
_____ in the presence of:

)
) _____

WITNESS:

SCHEDULE 1

Part 1 Effective Date: The date of commencement of Central Melbourne Medical Imaging, which is 1 June 1998

Part 2 Remuneration: Current (1 June 1998) remuneration of the Specialist plus the additional remuneration specified in this contract.

Part 3 Classification: Current (1 June 1998) classification of the Specialist.

3 1/2 %
15 7/8 %
3 1/2 %
3 1/2 %
SCHEDULE 2

99 3 1/2 %
SO 3 1/2 %
3 1/2 %

REMUNERATION ENTITLEMENTS

1. Classification	Total Remuneration	Package	Ordinary Weekly Wage:
Specialist	\$194,308.92	237,805	\$3,736.71 4,573.18
Senior Specialist	\$194,787.32	244,776	\$3,745.91 4,707.25
Principal Specialist	\$199,578.34	250,797	\$3,838.05 4,823.03
Senior Principal Specialist	\$220,375.48	276,931	\$4,237.99 5,325.61
2. Salary Packaging Benefits:			

- A*
varied
- a) Additional Personal Superannuation Contributions
 - b) Managed Savings Plan
 - c) Mortgage or rent payments
 - d) Rates/Taxes/Utilities
 - e) Education expenses
 - f) Childcare
 - g) Motor vehicle payments
 - h) Car parking
 - i) Health Insurance
 - j) Life Insurance
 - k) Trauma Insurance
 - l) Public Transport (monthly prepaid tickets)
 - m) Employee Benefits Charge

4,573
4,560
1

An Employee may elect to "package" up to 30% of their salary as employment benefits.

For administrative and operational purposes, an Employee participating in salary packaging shall be charged a Employee Benefits Charge, of up to 4.2% (on a sliding scale) of the Employee's Total Remuneration Package.

Employees may elect components of the Lifestyle Plan that they wish to participate in and where Employees elect to participate, the Employee Benefits Charge is discounted by the following percentages:

Health Insurance	1.5 %
Life Insurance	0.2 %
Trauma Insurance	0.5 %
Income Protection	1.0 %

Where an Employee elects not to include the above components, the maximum Employee Benefits Charge will be provided:

- Financial Counselling
- The Bureau Service
- Access to maximum salary packaging

The Employee Benefits Charge is capped on a salary of \$100,000. Where a full-time Employee's remuneration is less than \$30,000 a flat Employee Benefits Charge of \$1,200 is levied.

3. Lifestyle Plan

For details see "The St Vincent's Hospital, Melbourne, Lifestyle Plan".

A. Private Health Cover

- access to singles health insurance

B. Life Insurance

- \$25,000 cover

C. Trauma Insurance

- \$25,000 cover for
 - heart attack
 - most cancers
 - stroke
 - coronary bypass surgery
 - paraplegia
 - quadriplegia
 - minor organ transplant
 - chronic kidney failure
 - occupational acquired HIV

D. Income Protection

-75% of Total Employment Cost for 2 years with a 30 day waiting period

4. Supplementary Remuneration

Angio-intervention On Call duty

\$18,850.

\$15,000 per annum

Pacemaker Screening

\$2,000 per annum

\$2,510

SCHEDULE 3 (CLAUSE 9.1)

DUTIES

See attached job description