

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
S.170LJ Agreement with organisations of employees (Division 2)

**Barwon Health**

and

**Australian Medical Association**

(AG2002/4299)

**AMA, BARWON HEALTH FULL-TIME HOSPITAL SPECIALISTS CERTIFIED  
AGREEMENT 2001**

Various employees

Health and welfare services

COMMISSIONER BLAIR

MELBOURNE. 5 SEPTEMBER 2002

**CERTIFICATION OF AGREEMENT**

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

This agreement shall come into force from 1 July 2001 and shall remain in force until 30 June 2004.

BY THE COMMISSION:

COMMISSIONER

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s. 170MD variation of certified agreement

**Australian Salaried Medical Officers Federation**  
(AG2002/5770)

**AMA, BARWON HEALTH FULL-TIME HOSPITAL SPECIALISTS**  
**CERTIFIED AGREEMENT 2001**  
(ODNAG2002/4299)

Various employees Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN MELBOURNE, 18 DECEMBER 2002

*Variation of certified agreement.*

**ORDER BY CONSENT**

A. In accordance with S.170MD of the Act the above agreement is varied by deleting clause 11.3 and inserting the following:

11.3 The eight-tiered remuneration structure for full-time Medical Specialists includes continuous duty allowance, on call allowance, annual leave loading, 9% Employer superannuation contribution, and private practice payment.

B. This order shall come into force from 18 December 2002 and shall remain in force for a period of 6 months.

BY THE COMMISSION:

  
  
SENIOR DEPUTY PRESIDENT

*Appearances:*

*R. Felmingham* on behalf of the AMA.

*D. Cook* on behalf of Barwon Health.

*Hearing details:*

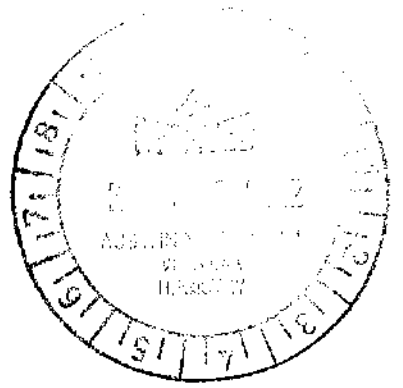
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Melbourne:

December, 18.

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AMA - BARWON HEALTH FULL-TIME HOSPITAL  
SPECIALISTS  
CERTIFIED AGREEMENT 2001

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION  
WORKPLACE RELATIONS ACT 1996

CERTIFIED AGREEMENT

1. Title

This agreement shall be called the AMA, Barwon Health Full-time Hospital Specialists Certified Agreement 2001. This Agreement supersedes all previous agreements between the parties.

2. Arrangement

This Agreement is arranged as follows:

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3. Incidence and Parties Bound

3.1 This Agreement applies to employees of Barwon Health employed as whole time Hospital Specialists excepting Anaesthetists and Specialists employed in Cancer Services.

3.2 The parties to the Agreement are:

3.2.1 Barwon Health and any successors in law; and

3.2.2 Employees of the Hospital who are employed in the capacity of Hospital Specialists; and

3.2.3 The Australian Salaried Medical Practitioners Federation (ASMOF) Victorian Branch; and

3.2.4 The Australian Medical Association (Victoria) Limited.

4. Date and Period of Operation

This Agreement shall operate for a period of three years from 1 July 2001.

5. Relationship to the Award

This Agreement shall be read in conjunction with the Hospital Specialists and Medical Administrators Interim Award 1996, provided that to the extent of any inconsistency the Agreement shall prevail.

6. No Extra Claims

The Parties undertake that during the life of this Agreement there shall be no further wage increases sought or granted except as provided for under the terms of this Agreement.

7. Variation of Agreement

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

8. Renewal of Agreement

At least three months prior to the expiration of this Agreement, the parties will commence discussions with a view to negotiating a further agreement.

9 Savings

Nothing in this Agreement shall effect any condition of employment which is superior to any term or condition pursuant to this agreement which a practitioner was entitled to prior to this Agreement.

10. Definitions

"Association" means the Australian Medical Association (Victorian) Limited and Australian Salaried Medical Practitioners Federation (ASMOF).

"Board" means the Board of Management, or the governing body of Barwon Health or its successor however styled.

"Clinical duties" means the provision of medical services to Barwon Health patients.

"Hospital" means a public Hospital within the meaning of the Health Services Act 1988, and includes the Board and/or the authorised agent of the Board.

"Hourly rate" means one-fortieth of the weekly wage.

"Non-clinical duties" means:

- Continuing medical education activities
- Research
- Teaching of medical students, other medical practitioners, nursing staff etc
- Quality assurance activities, auditing, risk management.
- Administration, including report writing, attending hospital, hospital committee, and college meetings

"Practitioner" means a registered medical practitioner employed whole time in any of the classifications set out in this Agreement.

"Private Practice" means the rendering by a practitioner of professional services to private patients for which fees are charged in the name of the practitioner, and includes the preparation and signing of reports and certificates but excludes attendances at Court.

"Specialty" means a field of work requiring the application of special experience and qualifications in a particular branch of medicine.

"Specialist" means a practitioner appointed as such who possesses a higher qualification appropriate to the specialty in which he/she is employed. Provided that a practitioner may be appointed a "Specialist" by the Hospital if he/she has had sufficient experience in his/her speciality to satisfy the Hospital.

"Specialist Qualification" means a qualification appropriate to the speciality in which a practitioner is employed conferred upon the practitioner by a University, Medical School or Learned College.

- (i) postgraduate degrees and diplomas of Universities which are recognised by a Specialist College;
- (ii) membership or fellowship of a College or Association of Specialists recognised as being indicative of higher qualification;
- (iii) any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which a practitioner is employed.
- (iv) recommendation for recognition as a Specialist by a Specialist Recognition Advisory Committee.
- (v) provided that where the minimum compulsory training period in that specialty required to qualify for the postgraduate qualification exceeds four years, years in excess of four will be counted as experience after obtaining higher qualification in the definition of Senior Specialist, Principal Specialist and Senior Principal Specialist.

"Senior Specialist" means a practitioner appointed as such who possesses a higher qualification appropriate to the specialty in which he/she is employed, and who has had not less than three years practical experience in that specialty after obtaining the higher qualification.

Notwithstanding a practitioner not having such years of experience, a practitioner may be appointed as a Senior Specialist by the Hospital if he/she had sufficient experience in the speciality to satisfy the Hospital. Provided also that where a practitioner has a first specialist qualification and is undergoing further specialist training, the time spent since acquiring his/her first specialist qualification shall be counted as experience within this and any higher classification.

"Principal Specialist" means a practitioner appointed as such who possesses a higher qualification appropriate to the specialty in which he/she is employed, and who has had not less than eight years practical experience in that specialty after obtaining the appropriate higher qualification. Notwithstanding a practitioner not having such years of experience, a practitioner may be appointed as a Principal Specialist by the Hospital if he/she has had sufficient experience in his/her specialty to satisfy the Hospital.

"Senior Principal Specialist" means a practitioner appointed as a head of a department or section within the Hospital, who meets all requirements specified for employment as a Principal Specialist.

11. Rates of Pay

11.1 The "Specialist" classification shall apply to a practitioner from the time of first receiving their specialist qualification to the third anniversary of receiving their specialist qualification.

11.2 The "Senior Specialist" classification shall apply to a practitioner from the the third anniversary of receiving their specialist qualification. The year level increment which applies shall advance automatically on each anniversary until Senior Specialist Year 5 is attained.

Classification	Annual Remuneration	Weekly Remuneration
Specialist Year 1-3	\$142,822.57	\$ 2,746.59
Senior Specialist Year 1	\$159,979.83	\$ 3,076.54
Senior Specialist Year 2	\$166,645.65	\$ 3,204.72
Senior Specialist Year 3	\$173,311.48	\$ 3,332.92
Senior Specialist Year 4	\$179,977.30	\$ 3,461.10
Senior Specialist Year 5	\$186,643.13	\$ 3,589.29
Deputy Director Principal Specialist	\$196,641.86	\$ 3,781.57
Director Senior Principal Specialist	\$213,306.43	\$ 4,102.05

11.3 The eight-tiered remuneration structure for full-time Medical Specialists includes continuance duty allowance, on call allowance, annual leave loading, and private practice payment.

9% Employer Superannuation contribution  
(See Annex A/R 92595)

11.4 Rates of remuneration shall be further varied by subsequent industry-wide agreements between the AMA, VHIA and / or DHS.

12. Occupational Superannuation

Any legislated increases to the Superannuation Guarantee Contribution will be met by Barwon Health.

13. Salary Packaging

It is a provision of this Agreement that the rate specified in the following clauses: "Wages", "Continuous Duty" and "On Call" of this Agreement can be packaged in accordance with the salary packaging program available in the Hospital.

14. Hours of Duty



- 14.1 A practitioner's hours of work shall be spread over five days per week, or by mutual agreement between the practitioner and the hospital may be spread over four days or four and half days in a week, or a nineteen-day four-week period, provided that a practitioner shall work at other reasonable times as and when necessary.
- 14.2 Each single week, or four week period shall stand alone. If an officer is unable to organise appropriate work arrangements in any such period, unless the accumulated day off is cancelled by the hospital, there shall be no accumulated day carried forward to a subsequent four-week period.
- 14.3 Clinical duties will not exceed 70% of a specialists' workload in order to provide time for other professional duties. In the case of the Director, Emergency Medicine, clinical duties will not exceed 50% of workload.

15. Continuous Duty

All practitioners shall remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their normal hours.

16. On Call

- (a) An on-call period will be up to 12 hours as required with a maximum of two on-calls per 24-hour period. With the exception of Intensivists, all practitioners shall hold themselves available to perform duty outside ordinary hours for 5 on-call periods per 4-week period. Intensivists will hold themselves available for 8 on-call periods in the first 12 months of the term of this agreement and thereafter for 5 on-calls per 4-week period. "Four week periods" will run consecutively from the beginning of the first pay period to commence on or after 1 January each year, and each 4 week period will stand alone.
- (b) Practitioners who participate in on-call arrangements for a twelve-month period shall be entitled to a week's paid leave in addition to the entitlement under the Annual Leave clause of this Agreement. Pro rata entitlements will apply.
- (c) Any rostered on-call periods in excess of 5 per four-week period will be paid at the rate of \$250 per on call period.

17. Recall

In addition to the on call allowance prescribed in this Agreement, a practitioner who is recalled for duty away from the place at which he/she is available for contact shall, in respect of each recall, be paid an amount equal to one-thirty eighth of the weekly wage specified in this Agreement as payment for time spent in travelling, and also shall be paid for the time spent at the place to which he/she is recalled at an hourly rate of time and a half for any portion of a recall that is

worked before midnight, and at double time for any portion of a recall that is worked after midnight.

18. After Hours Work

"After-hours work" is un-rostered work after 1800 on weekdays, and all time between 1800 Friday and 0700 Monday. Un-rostered after-hours work will be paid at a rate of time and a half on weekdays, and at double time on weekends and public holidays. The Emergency Department Specialists will be paid an allowance of \$40.00 per hour for rostered hours on weekends. This allowance shall be further varied by the proportion of any subsequent industry-wide agreements between the AMA, VHIA and / or DHS which are applied to the base rates of this agreement.

19. Annual Leave

- (a) A practitioner shall be entitled to 4 week's annual leave on completion of each year of service with the Hospital without deduction of pay.
- (b) An additional day shall be added to the annual leave entitlement for any and every public holiday specified in the Public Holiday clause which falls within a period of annual leave.
- (c) Annual leave shall be granted and taken within a period of twelve months of its becoming due, at a time suitable to the Hospital and the practitioner.
- (d) A practitioner whose employment is terminated with less than 12 months' service in any qualifying 12 monthly period shall be granted pro rata annual leave or payment in lieu.
- (e) Where a practitioner becomes sick for a period of not less than five days whilst on annual leave and upon return from leave provides the Hospital with a certificate of another registered medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the practitioner's credit, and shall be re-credited to the annual leave entitlement,

20. Sick Leave

- (a) A practitioner becoming unfit for duty due to personal ill health or injury is entitled to sick leave on full pay for a period not exceeding in the aggregate 28 working days for each year of service, such leave as is not taken being cumulative from year to year.
- (b) Where a practitioner transfers from another Hospital or Health Service to Barwon Health accumulated sick leave (if any) to the practitioner's credit

up to a maximum of two hundred and eighty working days shall be credited to the practitioner in his/her new employment. The onus of proving accumulated sick leave credit shall rest with the practitioner, but a statement signed by an authorised practitioner of the practitioner's former Hospital / Health Service certifying the amount of accumulated sick leave credit shall constitute acceptable proof.

21. Compassionate Leave

- (a) A practitioner shall upon notification to the Hospital 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 -
  - (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, Proof of such death or illness shall be furnished by the practitioner to the satisfaction of the Hospital. 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 practitioner 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 practitioner on compassionate leave shall be paid according to the roster or projected roster.

22. Public Holidays

- (a) An employee shall be entitled to holidays on the following days:
- (i) New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
  - (ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, ANZAC Day, Queen's Birthday and Eight Hours Day or Labour Day; and
  - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.
- (b) (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- (iii) When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) Where a State or local authority declares or prescribes public holidays on days other than those set out in (a) or (b) above, those days shall constitute additional holidays for the purposes of this Agreement.
- (d) (i) The Hospital, with the agreement of the Association, may substitute another day for any prescribed in this clause.
  - (ii) (1) The Hospital and the employees may agree to substitute another day or any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
  - (2) An agreement pursuant to (1) shall be recorded in writing and be available to every affected employee.
  - (3) The Association shall be informed of an agreement pursuant to (1) and may within seven days refuse to accept it. The Association will not unreasonably refuse to accept the agreement.
  - (4) If the Association, pursuant to (3), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Hospital, the employees and the Association.
  - (5) If no resolution is achieved pursuant to (4), the Hospital may apply to the Commission for approval of the agreement reached with the employees. Such an application must be made fourteen days before the prescribed holiday. After giving the employer and the Association an opportunity to be heard, the Commission will determine the application.
- (e) A practitioner who is required to work on a day specified in subclause (a), shall be paid for the time so worked at double the ordinary applicable hourly rate.
- (f) A practitioner who ordinarily works Monday to Friday and who does not work on Easter Saturday is entitled to one days pay, or by mutual consent may take one day off in lieu within four weeks following that day or have one day added to annual leave.

23. Long Service Leave

(A) Entitlement

- (1) A practitioner shall be entitled to long service leave with pay, in respect of continuous service with the Health Service, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (2) Subject to sub-clause (3) hereof, the amount of such entitlement shall be -
  - (a) on completion by the practitioner of 15 years' continuous service - six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;
  - (b) in addition, in the case of a practitioner who has completed more than 15 years' service and whose employment is terminated otherwise than by the death of the practitioner, an amount of long service leave equal to one-thirtieth of the period of his/her service since the last accrual of entitlement to long service leave under paragraph (a) of this sub-clause;
  - (c) in the case of a practitioner who has completed at least 10 years' service, but less than 15 years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.
  - (d) For the purpose of determining the entitlement of any male officer under any provisions of this Clause in respect of a period of employment beginning before 31st December, 1964 and ending after the said date, so much of that service as was completed before the said date shall be reduced by one quarter.

B. Service Entitling to Leave

- (1) Subject to this sub-clause, the service of a practitioner of an Institution or Statutory Body shall include service for which long service leave, or payment in lieu, has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institutions for the periods required by sub-clause (A) hereof.
- (2) Subject to this sub-clause, service shall also include all periods during which a practitioner was serving in Her Majesty's Forces or was made available by the Hospital for National Duty.
- (3) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or

Statutory Bodies of less than six months' duration shall be disregarded.

- (4) Where a business is transmitted from one Hospital (the transmitter) to another Hospital (the transferee), a practitioner who worked with the transmitter and who continues in the service of the transferee shall be entitled to count service with the transmitter as service with the transferee for the purposes of this clause.
- (5) For the purpose of this clause, service shall be deemed to be continuous notwithstanding -
  - (a) the taking of any annual leave, long service leave or other paid leave approved in writing by the Hospital and not covered by paragraphs (b) or (d) below;
  - (b) any absence from work of not more than 14 days in any year on account of illness or injury or, if applicable, such longer period as provided in the Sick Leave clause of this Agreement;
  - (c) any interruption or ending of the employment by the Hospital if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (d) any absence on account of injury arising out of or in the course of the employment of the practitioner for a period during which payment is made under the Sick Leave clause of this Agreement;
  - (e) any unpaid leave of absence of the practitioner where the absence is authorised, in advance in writing, by the Hospital to be counted as service;
  - (f) any interruption arising directly or indirectly from an industrial dispute;
  - (g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the practitioner's allowable period of absence from employment. A practitioner's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the practitioner actually received on termination or for which he/she is paid lieu;

- (h) the dismissal of a practitioner if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
  - (i) any unpaid absence from work of a female practitioner for a period not exceeding 12 months in respect of any pregnancy;
  - (j) any other absence of a practitioner by leave of the Health Service, or on account of injury arising out of or in the course of their employment not covered by paragraph (d) of this sub-clause.
- (6) In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in paragraphs (a) to (e) of the last preceding sub-clause, shall be counted as part of the period of service, but any interruption or absence of a kind mentioned in paragraphs (f) to (j) of the said sub-clause shall not be counted as part of the period of service unless it is so authorised in writing by the Health Service.
- (7) The onus of proving a sufficient aggregate of service to support claim for long service leave entitlement shall at all time rest upon the practitioner concerned. A certificate as set out in this paragraph shall constitute acceptable proof.

Certificate of Service

.....  
 (Name of Health Service)

.....  
 (Date)

This is to certify that.....

(Name of Practitioner)

has been employed by.....

(Name of Hospital / Health Service)

for a period of.....(Years/Months/etc.)

from.....to.....(Dates).

Hereunder is specified full details of Long Service Leave granted during service or on termination:

.....  
 .....





subject to the provisions of sub-clause (D)(3), be entitled to pay in respect of such leave as at the date of termination of employment.

- (3)
  - (a) Where any long service leave accrues to a practitioner pursuant to sub-clause (A)(2)(c) hereof, the practitioner shall be entitled to pay in respect of such leave as at the date of termination of employment.
  - (b) Provided in the case of a practitioner of an Institution who accrues entitlement pursuant to sub-clause (A)(2)(c) hereof, and who intends to be re-employed by another Institution or Statutory Body -
    - (i) Such a practitioner may, in writing request payment in respect of such leave to be deferred until after the expiry of the practitioner's allowable period of absence from employment provided in sub-clause (B)(5)(g);
    - (ii) Except where the practitioner gives the Hospital notice in writing that the practitioner has been employed by another Institution or Statutory Body, the Hospital shall make payment in respect of such leave at the expiry of the practitioner's allowable period of absence from employment;
    - (iii) Where the practitioner gives the Hospital notice in writing that the practitioner has been employed by another Institution or Statutory Body, the Hospital is no longer required to make payment to the practitioner in respect of such leave.
- (4) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the practitioner, the practitioner shall be entitled to receive payment of the amount of any increase in pay from the date that increase became operative at the completion of such leave.

(E) Taking of Leave

- (1) When a practitioner becomes entitled to long service leave such leave shall be granted by the Hospital within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Australian Industrial Relations Commission provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

- (2) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (3) If the Hospital and a practitioner so agree -
  - (a) the first six months' long service leave to which a practitioner becomes entitled under this Agreement may be taken in two or three separate periods; and
  - (b) any subsequent period of long service leave to which the practitioner becomes entitled may be taken in two separate periods -

but save as aforesaid long service leave shall be taken in one period.

- (4)
  - (a) The Hospital may by agreement with a practitioner, grant long service leave to a practitioner before the entitlement to that leave has accrued, provided that such leave shall not be granted before the practitioner has completed ten years<sup>1</sup> service.
  - (b) Where the employment of a practitioner who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Hospital may, from whatever remuneration is payable to the practitioner upon termination deduct and withhold an amount equivalent to the amount paid to the practitioner in respect of the leave in advance.

F. Definitions

For the purpose of this clause the following definitions apply:

"Pay" means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in the Wages clause of this Agreement 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 practitioner'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 a practitioner during his or her period of leave and where a deduction is made for the rental thereof pursuant to the Board and Lodging clause of this Agreement, such amount shall be deducted from the pay for the period of leave.

"Month" shall mean a Calendar Month.

"Institution" shall mean any Hospital, Health Service or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act 1988.

"Statutory Body" means the Department of Human Services.

"Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

#### 24. Sabbatical Leave

- (a) For the purposes of this clause only, the following definitions shall apply -

"Practitioner" means a medical practitioner to whom this agreement applies..

"Salary" or "Wage" shall mean the practitioner's salary or wage (including allowances) at the time leave is taken.

"Service" shall mean, subject to sub-clause (c)(i)(C), service from the date of first entering employment with the Hospital, Health Service or Statutory Body (whether or not such Hospital/Health Service or Statutory Body has been transmitted from one employer to another during the period of such employment), and shall include all periods of paid leave including all periods during which the practitioner was serving in Her Majesty's Forces or was made available by the Hospital/ Health Service or Statutory Body for National Duty.

Where, for the sole purpose of undertaking a course of study or research related to his work, a practitioner is with the written approval of the Hospital absent without pay for up to but not exceeding 52 weeks, the absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing an entitlement to sabbatical leave.

- (b) Subject to the provisions set out in sub-clause (c), a practitioner after the completion of a period of 6 years' continuous service shall be entitled to leave of absence.
- (c) (i) (A) A practitioner who has been in the service of the Hospital for the period specified in sub-clause (b) shall be entitled to a maximum of 26 weeks' leave of absence on full salary or wages.
- (B) A practitioner who is and has been in the service of one or more Hospital or Health Service(s) (including any Statutory Body directly associated with such Hospital or Health Service) for an aggregate of the period specified in sub-

clause (b), shall be entitled to a maximum of 26 weeks' leave of absence on full salary or wages. In calculating such aggregate of service any period of employment in any one Hospital of less than 6 continuous months' duration shall be disregarded. Further, in respect of any period of absence from employment between an engagement with one Hospital or Health Service and another of 5 weeks' or less (excluding all periods of paid annual long service or sick leave) service shall be deemed to be unbroken, but it shall be necessary for a practitioner as part of his/her qualification for any sabbatical leave entitlement to serve such additional period as equals the total period of all such absences.

- (C) The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave shall rest with the practitioner.
  - (ii) The sabbatical leave shall be given as soon as practicable having regard to the needs of the Health Service, but the taking of such leave may be postponed to a mutually agreed date.
- (d)
  - (i) The practitioner's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed program of study or research.
  - (ii) Where the Hospital does not approve the practitioner's program of study or research within 3 months of the written application and details, the Hospital shall refer the matter to the Advisory Board or Electoral College. The Hospital and the practitioner shall comply with the written advice of the Advisory Board or Electoral College except that it may be varied by mutual agreement between the Hospital and the practitioner.
- (e) Where a practitioner proceeds on sabbatical leave of less than 26 weeks' duration, the practitioner shall be deemed to have received his full entitlement under this clause and he shall not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any). The absence of a practitioner on sabbatical leave shall be prima facie evidence that he/she has received his/her full entitlement under this clause.
- (f) Notwithstanding sub-clause (e) above, the medical practitioner may take his or her sabbatical leave in more than one period of four or more weeks. If the medical practitioner takes only part of his or her sabbatical leave entitlement, then, subject to application and written agreement from the departmental head before proceeding on leave, he or she may continue to be eligible to receive the balance of the sabbatical leave.
- (g) Where a practitioner has proceeded on sabbatical leave, a subsequent qualifying period as specified in sub-clause (c) 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.

25. Parental Leave

Parental and Adoption leave will be available to medical staff in accordance with Schedule 1A of the Workplace Relations Act 1996, except that 2 weeks maternity leave paid at the ordinary time rate shall be granted in addition to basic entitlements under the Act.

26. Professional Development

- (a) The practitioner will jointly develop with his/her Director a program of professional development, including maintenance of knowledge and expertise through membership of and attendance at professional bodies, programs, seminars and activities.
- (b) Up to \$3,500 per annum may be claimed by the practitioner for professional subscriptions, including magazines, books and computers.
- (c) A practitioner shall be entitled to conference leave of a total of ten (10) working days per annum. Conference leave may be accumulated to a maximum of twenty (20) days in any two (2) year period, but the accrual of conference leave does not carry the right to be paid for any untaken conference leave on the termination of the Specialist's employment with the Health Service. Travel to and from conferences is to be undertaken within the 10 working days. Travel is to be arranged with sufficient rest time prior to return to work. Travel arrangements are to be agreed with the appropriate Chief of Service or Departmental Head. Reimbursement through the Private Practice Fund will be in accordance with the rules of the Fund
- (d) The Hospital may request a practitioner to attend a professional conference where it is in the Hospital's interest. Such request will require a recommendation from the relevant Chief of Service and the approval of the Director of Medical Services.

27. Travelling Allowance

- (a) A practitioner who is required to use personal transport in the course of duty, whether during normal hours, during on-call duty or on recall, shall receive an allowance corresponding to the reimbursement rates applying in the Victorian Public Service from time to time.
- (b) The onus of supporting a claim for the allowance shall lie with the practitioner.

- (c) A practitioner recalled who does not use personal transport shall be provided at the expense of the Hospital with suitable return transport.

28. Telephone Allowance

Where the Hospital requires a practitioner to be on call it will pay to maintain a telephone and shall refund the subsequent rental charges on production of receipted accounts, except where the Hospital provides a mobile telephone or an alpha numerical message pager.

29. Uniforms and Protective Clothing

- (a) Each practitioner 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 and must be returned at the completion of the practitioner's period of service at the Hospital. For the purposes of this clause, the Hospital may deem white coats to constitute a uniform.

- (b) In lieu of supplying uniforms, the Hospital may pay an allowance of \$5.15 per week to the practitioner and either launder or pay for the laundry of such uniform provided by the practitioner. This allowance shall be paid during all absences on leave, except absence on long service leave and sick leave beyond twenty one days.

30. Dressing Rooms

Dressing rooms, rest rooms, bathrooms or shower rooms with individual full-length lockers shall be provided for practitioners on duty who do not live in.

31. Medical Defence Cover

Medical Defence Cover will be provided for by and under the arrangements of the Private Practice Agreement at a level consistent with the Hospital's policy in relation to the particular speciality as amended from time to time.

32. Notification of Classification

The Hospital shall notify practitioners in writing upon commencement of their classification and of any alteration to their classification within 14 days of the operative day of such alteration.

33. Consultation

- (a) The Hospital is committed to consultation and agreement on organisational change.
- (b) The onus to demonstrate the merit and / or desirability of organisational change lies with the initiating party of the proposed change.
- (c) Agreement on proposals for organisational change can only properly be reached after information has been provided and consultation/discussion has occurred within a time frame that will allow the change to proceed without prejudicing the interests of the Hospital, its patients or employees.

#### 34. Dispute Resolution Procedure

34.1 Any dispute or grievance relating to a practitioner's employment shall be referred to the Director of Clinical Services (Medical) for resolution.

34.2 If the dispute or grievance is not resolved, the Director of Clinical Services (Medical) shall refer the matter to the Chief Executive of the Hospital for resolution.

34.3 If the dispute or grievance is not resolved by the Chief Executive (or his/her nominee), the Chief Executive shall inform the practitioner of his/her right to be represented at a meeting of the parties by a representative of the Australian Medical Association, Victoria, or other representative.

34.4 If the matter is still not resolved, either party may seek to have the matter referred to the Australian Industrial Relations Commission whose decision shall be final and binding on the parties.

#### 35. Termination of Appointment

- (a) Except when the conduct of the practitioner justifies instant dismissal, at least 3 months' notice of termination of employment shall be given by either the Hospital or the practitioner, or 3 months' wages paid or forfeited as the case may be in lieu of such notice, unless the period of notice is reduced by mutual agreement.
- (b) The Hospital shall not dismiss or remove a practitioner without careful enquiry into the matter alleged against the practitioner, and having heard whatever statement the practitioner may wish to make relative to that matter and against such dismissal. The Hospital shall give the practitioner reasonable opportunity to make such a statement, and the practitioner may be assisted in making any statement or submission by a representative of the Association.

#### 36. Accident Pay

Where an entitlement to Accident Make-up Pay arises under this Agreement any reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Accident Compensation Act 1985.

A. Definitions

The words hereunder shall bear the respective definitions set out herein:

"Accident Pay"

- (i) Total Incapacity - In the case of a practitioner who is or deemed to be totally incapacitated within the meaning of the Workers Compensation Act (hereinafter referred to as the Act) and arising from an injury covered by the clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9(1)(b)(i) of the Act for the week in question and the payment which would have been payable under this Agreement.
- (ii) Partial Incapacity - In the case of a practitioner who is or deemed to be partially incapacitated within the meaning of the Workers Compensation Act and arising from an injury covered by the clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9(1)(b)(i) of the Act for the period in question together with the average weekly amount the practitioner is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the wage which would have been payable under the Agreement.
- (iii) The payment above shall be the same as that applying for a total incapacity provided that where a practitioner receives a weekly payment under this section and subsequently such payment is reduced pursuant to section (9)6(1) of the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (iv) Payment for Part of a Week - Where a practitioner receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

"Injury"

Injury shall be given the same meaning and application as applying under the Workers Compensation Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

"Workers Compensation Act"



Means Workers Compensation Act 1958, as amended from time to time, of the State of Victoria.

B. Qualification for Payment

Always subject to the terms of this clause, a practitioner covered by this Agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by their employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on their behalf, provided that:

- (a) Accident pay shall be only payable to a practitioner whilst such practitioner remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the Act. Provided that if a practitioner on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that in the case of the termination of employment by an employer of a practitioner who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the practitioner.

In order to qualify for the continuance of accident pay on termination a practitioner shall if required provide evidence to their employer of the continuing payment of weekly workers compensation payments.

- (b)
  - (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to sub-clause (c) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (ii) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in section 3 of the Act) such injuries or diseases shall not be subject to accident pay unless the practitioner has been employed with the

employer at the time of the incapacity for a minimum period of one month.

- (c) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of a practitioner who contracts an infectious disease in the course of duty and is entitled to receive worker's compensation therefore shall receive accident pay from the first day of the incapacity.
- (d) A practitioner on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the practitioner to forfeit their entitlement to accident pay under this clause.

C. Maximum Period Payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in sub-clause (b) of Clause A.

D. Absences of Other Paid Leave

A practitioner shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

E. Notice of Injury

A practitioner upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to their employer as soon as reasonably practicable after the occurrence thereof: provided that such notice may be given by a representative of the practitioner.

F. Medical Examination

In order to receive entitlement to accident pay a practitioner shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the practitioner and their fitness for work or specifies work for which the practitioner is fit and such work is made available by the employer and refused by the practitioner or the practitioner fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

G. Cessation of Weekly Payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

H. Civil Damages Claims

- (a) A practitioner receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they may make for damages. Further the practitioner shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where a practitioner obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement: provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the practitioner shall pay to their employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where a practitioner obtains a judgement or settlement for damage against a person other than the employer in respect of an injury for which they have received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement: provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the practitioner shall pay to their employer any amount of accident pay already received in respect of that injury by which judgement or settlement has not been so reduced.

I. Insurance Against Liability

Nothing in this Agreement shall require an employer to insure against his/her liability for accident pay.

J. Variation in Compensation Rates


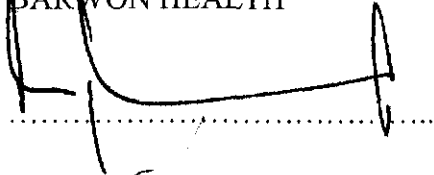
Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

K. Death of a practitioner

All rights to accident pay shall cease on the death of a practitioner.

SIGNATORIES

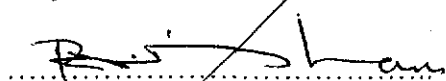
For and on behalf of  
BARWON HEALTH



(witness)

27/8/02  
(Date)



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



(witness)

28 AUG 02  
(Date)

For and on behalf of the  
AUSTRALIAN SALARIED MEDICAL PRACTITIONERS FEDERATION (~~Victorian~~  
~~Branch~~)



(witness)

28 AUG 02  
(Date)