

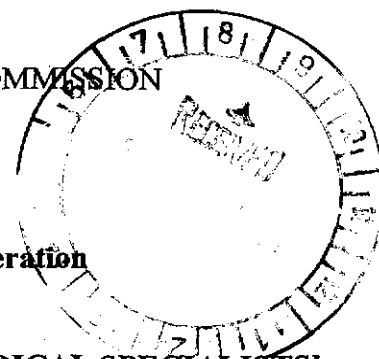
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AG832410 PR943869

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2004/1445)



**AMA - CALVARY HEALTH CARE BETHLEHEM [MEDICAL SPECIALISTS]
CERTIFIED AGREEMENT 2003**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 19 FEBRUARY 2004

Certification of Part VIB Division 2 agreement with organisations of employees.

PREAMBLE

This is an application to certify an agreement to be known as the *AMA - Calvary Health Care Bethlehem [Medical Specialists] Certified Agreement 2003*, that is made pursuant to s.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

In accordance with s.111(1)(r) of the Act I extend the time for filing of the documentation until 15 January 2004.

Having heard Mr R. Felmingham for the Australian Salaried Medical Officers Federation (ASMOF) and intervening for the Australian Medical Association (AMA), there being no appearance on behalf of the Calvary Health Care Bethlehem, and having read the statutory declarations of Ms Janet Compton filed on behalf of Calvary Health Care Bethlehem and Mr Geoff O’Kearney filed on behalf of the ASMOF, I am satisfied that the agreement filed is about matters pertaining to the relationship between an employer that is a constitutional corporation, namely Calvary Health Care Bethlehem ACN 105 303 704, that is carrying on a part of a single business and employees employed by the employer in the part of the single business and whose employment is subject to the agreement. I am also satisfied that ASMOF has at least one member employed in the part of the single business to which the agreement relates and is entitled to represent the industrial interests of its member.

I am also satisfied that:

- the agreement passes the no disadvantage test;
- the agreement was made in accordance with s.170LJ and a valid majority of persons employed at the time whose employment would be subject to the agreement genuinely approved the agreement;
- the explanation of the terms of the agreement was appropriate having regard to the persons’ particular circumstances and needs;

- the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;
- the agreement specifies 30 June 2005 as the nominal expiry date, which is not more than three years after the date on which the agreement will come into operation.

I am also satisfied that there are no reasons set out in s.170LU of the Act why I should refuse to certify the agreement.

Accordingly, the agreement will be certified to operate in accordance with its terms from 19 February 2004.

Although the AMA, an association not registered under the Act, is a party to the agreement, this does not detract from the fact that the agreement is made pursuant to s.170LT between an employer and an organisation of employees. The certification only extends to the employer and the registered organisation of employees.

CERTIFICATION OF AGREEMENT

In accordance with s.170LT of the *Workplace Relations Act 1996*, the Commission certifies the attached agreement between Calvary Health Care Bethlehem on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 19 February 2004.

BY THE COMMISSIONER:



SENIOR DEPUTY PRESIDENT

Appearances:

R. Felmingham on behalf of the ASMOF and the AMA.

Hearing details:

2004.

Melbourne:

February, 19.

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**AMA - CALVARY HEALTH CARE BETHLEHEM [MEDICAL
SPECIALISTS]
CERTIFIED AGREEMENT 2003**

Janet M.

CEO
Calvary Health Care Bethlehem.

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
WORKPLACE RELATIONS ACT 1996**

CERTIFIED AGREEMENT

PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This agreement shall be known as the AMA – Calvary Health Care Bethlehem [Medical Specialists] Certified Agreement 2003 ("the Agreement").

2. ARRANGEMENT

This Agreement is arranged as follows;

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3. INCIDENCE AND PARTIES BOUND

The Agreement shall bind Calvary Health Care Bethlehem, all of its employees who are employed as Medical Specialists, Clinical Academics and Medical Administrators, the Australian Medical Association Victoria (“The AMA”) and the Australian Salaried Medical Officers Federation (“ASMOF”).

4. TERM OF AGREEMENT

The Agreement shall remain in force under the terms of Part VIB of the Workplace Relations Act 1996 until 30 June 2005.

5. NO EXTRA CLAIMS

5.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

5.2 Subject to the Hospital meeting its obligations to consult arising under the Award or this Agreement, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

6. VARIATION OF AGREEMENT

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

7. 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.

8. RELATIONSHIP TO AWARDS / AGREEMENTS

This Agreement replaces the *Bethlehem Hospital Inc. (Hospital Specialists and Medical Administrators) Certified Agreement 1997*. This Agreement shall be read in conjunction with the *Hospital Specialists and Medical Administrators Award 2002*. To the extent of any inconsistency between the Award and the Agreement, the Agreement shall prevail.

9. SAVINGS

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

10. CONTINUITY OF EMPLOYMENT

10.1 Nothing in this Agreement affects the continuity of employment of a Specialist for the purpose of any entitlements.

10.2 If a Specialist was employed by the Hospital prior to certification of this Agreement, then the Specialist'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.

11. OTHER RIGHTS UNAFFECTED

The rights created under this Agreement are not intended to affect any rights which either a Specialist or the Hospital may have apart from this Agreement.

12. DEFINITIONS

“By-Laws” means the by-laws of the Hospital however styled in effect at the date of this Agreement together with all amendments thereto lawfully enacted from time to time.

“Clause” means a clause in this Agreement.

“Compensable Patient” means any patient who is covered by TAC, WorkCover or any other such insurance scheme.

“Bethlehem Hospital” means Calvary Health Care Bethlehem Inc or such other title as may be adopted from time to time.

“Credentiailling” means the process whereby a Medical Practitioner’s skills, experience and abilities are assessed against the position description.

“Director of Medical Services” means the Chief Medical Officer of the Hospital or Clinical Director of Unit and includes the nominee of such person provided that where the Hospital does not have a Director of Medical Services, the reference in this Agreement to the Director of Medical Services shall be taken to be a reference in the Hospital Chief Executive Officer.

“Fractional Allocation” means the hours agreed between the Hospital and a fractional specialist for the treatment of patients of Bethlehem Hospital and other agreed duties/commitments of a Practitioner and varied from time to time in accordance with this Agreement.

“Higher Qualification” means a qualification appropriate to the specialty in which a practitioner is employed conferred upon the practitioner by a University, Medical School or Learned College including:

postgraduate degrees and diplomas of Universities;

membership or fellowship of a College or Association of Specialists;

any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which an practitioner is employed.

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.

“Hospital” means Calvary Health Care Bethlehem .

“Hospital Chief Executive” means the Chief Executive Officer of Calvary Health Care Bethlehem and shall include any person acting in place or to who relevant authority has been given by such officer.

“Hospital Patient” means a Public Patient being a patient in respect of whom the Hospital provides comprehensive care, including a necessary medical, nursing and diagnostic services, by means of its own staff or by Medical Practitioners and other who provide such services pursuant to agreed arrangements.

“Medical Appointments Committee” is the Committee through which Medical Practitioners are appointed to the Hospital.

“Medical Practitioner” means the medical practitioner registered under the Medical Practice Act (1994) Victoria.

“Practitioner” means a medical practitioner who is employed under this Agreement.

“Privileges” means that which is granted to a Medical Practitioner to undertake certain procedures or treatments within his/her credentialed clinical appointment.

“Unit Head” means a Medical Practitioner who by virtue of his/her position description is designated as the head of a craft group (or part thereof).

PART 2 COMMON CONDITIONS APPLYING TO ALL MEDICAL PRACTITIONERS

13. DUTIES & OBLIGATIONS OF PRACTITIONERS

13.1 General

Practitioners must provide medical care and expertise to the Hospital in the capacity in which they are employed and must:

13.1.1 Perform the duties and exercise the functions delegated or assigned to them by the Director of Medical Services consistent with the duties set out in the Position Specification and within the tenor of their key performance indicators.

13.1.2 In the discharge of those duties, at all times comply with the Constitution, Objects, Regulations and By-laws of the Hospital as lawfully enacted or made from time to time, and the Hospital’s Policies and Circulars as published from time to time, so far as they are consistent with this Agreement

- 13.1.3 Act with due propriety, decorum and professionalism in their dealings for, and on behalf of, the Hospital.
- 13.1.4 Promote the interests of the Hospital at all times.
- 13.1.5 Maintain current registration as required by the *Medical Practice Act 1994*.
- 13.1.6 Be responsible for the delivery of quality services, the participation in quality monitoring activities and for continual improvement activities within their spheres of control.

13.2 Private Practice

- 13.2.1 Practitioners will be permitted to admit and treat private / compensable patients at the Hospital subject to the Hospital's admission policies and availability of resources. Time spent by a Practitioner in providing services for such patients will be encompassed within the fractional allocation given to the Practitioner and remunerated by the Hospital.
- 13.2.2 Practitioner will commit to working with the Hospital in maximising its legitimate claims to private patient fee income. The commitment is vital to ensure that the Hospital is able to meet its "Lochtenberg" commitments.
- 13.2.3 Coverage of medical malpractice indemnity is provided to the Practitioner within the scope Hospital's Insurance Policy.

13.3 Facilities Fees

There will be no facilities fee levied against a practitioner working under this agreement, including oncall/recall. Should a Practitioner enter into an agreement with the Hospital to treat private patients outside this agreement, including oncall/recall, that a facilities charge can be made.

14. CLINICAL REVIEW

- 14.1 Practitioners must abide by the Hospital's policies and procedures for the review of the clinical credentials and privileges of medical practitioners or other related policies and procedures as set down from time to time by the Hospital.
- 14.2 The Hospital must not vary or revoke the clinical credentials and privileges of a Practitioner without giving the practitioner and opportunity to be heard or without just cause.

15. PERFORMANCE REVIEW

A Practitioner's performance will be assessed at least annually by the Hospital as to the level of attainment of the key Performance Indicators and other factors related to performance as agreed. These factors will be communicated in advance.

16. REMUNERATION

- 16.1 Remuneration will be in accordance with Part 3 of this Agreement.
- 16.2 The Hospital will deduct PAYG taxation installments from gross remuneration paid to a Practitioner unless the Commissioner of the Taxation directs otherwise.
- 16.3 In addition to the remuneration described in Part 3, the Hospital will contribute to a complying Superannuation Fund contributions that are required by law for the benefit of each Practitioner.
- 16.4 Remuneration in respect to any authorised on-call or recall will be in accordance with Part 3 of this Agreement.
- 16.5 Salary packaging will be available in accordance with the policies and procedures of the Hospital.

17. ANNUAL LEAVE

- 17.1 Practitioners will be entitled to four (4) weeks annual leave as part of each twelve (12) months of employment.
- 17.2 Annual leave will be taken at a time mutually agreed between the Practitioner and the Hospital.
- 17.3 At least four (4) weeks notice of intention to take annual leave must be given by the Practitioner.
- 17.4 Where a Practitioner's appointment is terminated with less than twelve (12) months' service, pro-rata annual leave will be granted or paid in lieu upon termination.
- 17.5 With the exception of the final year of the contract, all annual leave entitlements will, unless the Hospital otherwise agrees, be taken by the Practitioner within twelve (12) months of the completion of the twelve (12) months in which leave is accrued.
- 17.6 All annual leave will be taken within the terms of the employment contract period unless agreed otherwise by the Hospital and the Practitioner.

18. PERSONAL LEAVE

18.1 Amount of paid personal leave

- 18.1.1 A practitioner is entitled to 28 working days paid personal leave for each year of service, paid pro rata to the fractional allocation in the case of a Fractional Specialist, such leave as is not taken being cumulative year to year.
- 18.1.2 Paid personal leave will be available to a practitioner when they are absent due to:
- personal illness or injury (sick leave).

- for the purposes of caring for an immediate family or household member who is sick and requires the practitioner's care and support (carer's leave); or

18.2 Immediate family or household

18.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

18.2.1(a) a member of the practitioner's immediate family; or

18.2.1(b) a member of the practitioner's household.

18.2.2 The term **immediate family** includes:

18.2.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the practitioner. A de facto spouse, in relation to a person, means a person of either sex to the first mentioned person who lives with the first mentioned person as the husband, wife or partner of that person on a bona fide domestic basis although not legally married to that person; and

18.2.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the practitioner or spouse of the practitioner.

18.3 Carer's leave

18.3.1 A practitioner is entitled to use up to five days personal leave each year as carer's leave, paid pro rata to the fractional allocation in the case of a Fractional Specialist.

18.3.2 This entitlement is subject to the following:

18.3.2 (a) the practitioner must be responsible for the care of the person concerned;

18.3.2 (b) the person concerned must be a person who permanently resides with the practitioner or who is a member of the practitioner's immediate family;

18.3.2 (c) the practitioner must notify the employer before the start of the first shift from which the practitioner will be absent. The practitioner must notify the employer of:

- the name of the person requiring care;
- the relationship of the person requiring care to the practitioner;
- the reasons for the practitioner taking such leave; and
- the estimated length of absence.

18.3.2(d) Where it is not practicable for the practitioner to give prior notice of absence, the practitioner must notify the employer by telephone at the first available opportunity on the day of absence.

18.3.2 (e) If the employer so requires, the practitioner must establish by production of a medical certificate the illness of the person so concerned.

18.3.3 A practitioner may take unpaid carer's leave by agreement with the employer.

19. LONG SERVICE LEAVE

19.1 Entitlement

19.1.1 A practitioner shall be entitled to long service leave with pay, in respect of continuous service with Institutions or Statutory Bodies in accordance with the provisions of this clause.

19.1.2 The amount of such entitlement will be:

19.1.2(a) on the completion by the practitioner of fifteen 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;

19.1.2(b) in addition, in the case of a practitioner who has completed more than fifteen 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 her/his service since the last accrual of entitlement to long service leave under 19.1.2(a);

19.1.2(c) in the case of a practitioner who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.

19.2 Service entitling to leave

19.2.1 The service of a practitioner 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 Institution for the period required by 19.1.

19.2.2 Service also includes all periods during which a practitioner was serving in Her Majesty's Forces or was made available by the employer for National Duty.

19.2.3 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.

- 19.2.4** Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) a practitioner who worked with the transmittor and who continued in the service of the transmittee shall be entitled to count her/his service with the transmittor as service with the transmittee for the purposes of this clause.
- 19.2.5** For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- 19.2.5(a)** the taking of any annual leave or Long Service Leave or other paid leave approved in writing by the hospital and not covered by clauses 19.2.5(b) and 19.2.5(d);
 - 19.2.5(b)** any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 18 - Personal Leave;
 - 19.2.5(c)** any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - 19.2.5(d)** any leave of 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 clause 18 - Personal Leave;
 - 19.2.5(e)** any leave of absence of the practitioner where the absence is authorised in advance in writing by the employer to be counted as service;
 - 19.2.5(f)** any interruption arising directly or indirectly from an industrial dispute;
 - 19.2.5(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 leave and/or sick leave which the practitioner actually receives on termination or for which the practitioner is paid in lieu;
 - 19.2.5(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;
 - 19.2.5(i)** any absence from work of a female practitioner for a period not exceeding twelve months in respect of any pregnancy;
 - 19.2.5(j)** any other absence of a practitioner by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by 19.2.5(d).

19.2.6 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 19.2.5(a) to 19.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 19.2.5(e) to 19.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.

19.2.7 The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the practitioner concerned.

19.3 Payment in lieu of long service leave on the death of a practitioner

Where a practitioner who has completed at least ten years' service dies while still in the employ of the employer, the employer shall pay to such practitioner's personal representative, a sum equal to the pay of such practitioner for one-thirtieth of the period of the practitioner's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the practitioner.

19.4 Payment for period of leave

19.4.1 Payment to a practitioner in respect of long service leave will be made in one of the following ways:

19.4.1(a) in full in advance when the practitioner commences leave; or

19.4.1(b) at the same time as payment would have been made if the practitioner had remained on duty; or

19.4.1(c) in any other way agreed between the hospital and the practitioner.

19.4.2 Where the employment of the practitioner is for any reason terminated before taking long service leave to which the practitioner is entitled or where any long service leave accrues to a practitioner pursuant to 19.1.2(b), the practitioner will, subject to the provisions of 19.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.

19.4.2(a) Where any long service leave accrues to a practitioner pursuant to 19.1.2(a), the practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.

19.4.2(b) Provided in the case of a practitioner who accrues entitlement pursuant 19.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:

19.4.2(b)(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 19.2.5(g).

19.4.2(b)(ii) except where the practitioner gives notice in writing that the practitioner has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the practitioner's allowable period of absence from employment;

19.4.2(b)(iii) where a practitioner gives 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.

19.4.3 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the practitioner, the practitioner will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

19.5 Taking of leave

19.5.1 When a practitioner becomes entitled to long service leave, such leave will 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.

19.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.

19.5.3 If the hospital and a practitioner so agree:

19.5.3(a) the first six months long service leave to which a practitioner becomes entitled may be taken in two or three separate periods; and

19.5.3(b) any subsequent period of long service leave to which the practitioner becomes entitled may be taken in two separate periods;

19.5.4 A hospital may by agreement with a practitioner grant long service leave to the practitioner before entitlement to that leave has accrued; provided that such leave will not be granted before the practitioner has completed ten years' service.

19.5.4(a) 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 employer may, from whatever remuneration is payable to the practitioner upon termination, deduct and withhold an amount in respect of the leave in advance.

19.6 Definitions

For the purposes of this clause the following definitions apply:

19.6.1 **Pay** means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in clauses 41 – Remuneration (Full-time Specialists) and 46 – Remuneration (Fractional Specialists), at the time leave is taken or (if the practitioner dies before the completion of leave so taken) as at the time of 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 period of leave.

19.6.2 **Month** means a calendar month. For example:

19.6.2(a) a month commencing on 15 April will end at the close of business on 14 May; and

19.6.2(b) a month commencing on 31 October will end at the close of business on 30 November.

19.6.3 **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988*.

19.6.4 **Statutory body** means the Department of Human Services Victoria.

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

20. PARENTAL LEAVE

20.1 Definitions

20.1.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

20.1.2 Subject to 20.1.3, in this clause, **spouse** includes a de facto or former spouse.

20.1.3 In relation to 20.5, spouse includes a de facto spouse but does not include a former spouse.

20.2 Basic entitlement

24.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or

adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

In the case of maternity leave six weeks will be on full pay, and in the case of paternity leave one week will be on full pay.

20.2.2 Subject to 20.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

20.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

20.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

20.3 Maternity leave

20.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

20.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

20.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

20.3.2 When the employee gives notice under 20.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

20.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

20.3.4 Subject to 20.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

20.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

20.3.6 Special maternity leave

20.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

20.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

20.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

20.3.7 Where leave is granted under 20.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

20.4 Paternity leave

20.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

20.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

20.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

20.4.1(c) a statutory declaration stating:

20.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

20.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

20.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

20.4.2 The employee will not be in breach of 20.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

20.5 Adoption leave

20.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

20.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

20.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

20.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

20.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

20.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

20.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

20.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

20.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

20.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such

change to be notified at least four weeks prior to the commencement of the changed arrangements.

20.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

20.8 Transfer to a safe job

20.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

20.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

20.9 Returning to work after a period of parental leave

20.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

20.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 20.8, the employee will be entitled to return to the position they held immediately before such transfer.

20.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

20.10 Replacement employees

20.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

20.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

21. CONFERENCE/STUDY LEAVE

Practitioners are entitled to a maximum of two (2) working weeks paid conference/study leave per annum, which can be cumulative up to three (3) years, in order for the Practitioner to attend approved professional development activities. Any such leave will be taken with the agreement of the Hospital. Additional unpaid conference/study leave may be negotiated in special circumstances between the Practitioner and the Hospital.

22. SABBATICAL LEAVE

22.1 For the purposes of this clause only, the following definitions shall apply -

22.1.1 Practitioner means:

- A Senior Specialist, Principal Specialist or Senior Principal Specialist who has been engaged in medical undergraduate or postgraduate teaching or research with a Hospital for the period specified as entitling him/her to sabbatical leave; and
- A Director of Medical Services who possesses a higher clinical qualification who is required or permitted by the Hospital to engage in clinical practice related to such higher clinical qualification as a regular feature of his/her employment, and who has been so engaged for the period specified as entitling him to sabbatical leave.

22.1.2 **Higher Clinical Qualification** means, in the case of a Director of Medical Services, a **Higher Qualification** defined in clause 12 - Definitions except those higher qualifications relating to medical and hospital administration and public health.

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

22.1.4 **Service** shall mean, subject to clause 22.3.3, service from the date of first entering employment with the Hospital or Statutory Body (whether or not such Hospital 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 or Statutory Body for National Duty.

22.1.5 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 or Statutory Body 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.

22.2 Subject to the provisions set out in clause 22.3, a practitioner after the completion of a period of six years' continuous service shall be entitled to leave of absence.

22.3 Entitlement

22.3.1 A practitioner who has been in the service of the same Hospital for the period specified in clause 22.2 shall be entitled to a maximum of 26 weeks' leave of absence on full salary or wages.

22.3.2 A practitioner who has been in the service of one or more Hospitals (including any Statutory Body directly associated with such Hospital or Hospitals) for an aggregate of the period specified in clause 22.2, 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 six continuous months' duration shall be disregarded. Further, in respect of any period of absence from employment between an engagement with one Hospital and another of five 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.

22.3.3 The twenty-six week entitlements may be split into two (2) thirteen (13) week allotments. Unless the Hospital in its absolute discretion agrees otherwise, if the Practitioner applies for or takes less than twenty-six weeks in one allotment or two thirteen week allotments of Sabbatical leave he/she shall be deemed to have received the full entitlement under this clause and shall not be entitled to any of the balance of his/her entitlement.

22.3.4 The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave shall rest with the practitioner.

22.3.5 The sabbatical leave shall be given as soon as practicable having regard to the needs of the Hospital, but the taking of such leave may be postponed to a mutually agreed date.

22.3.6 The practitioner's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed program of study or research.

22.3.7 Where the Hospital does not approve the practitioner's program of study or research within three months of the written application and details, the Hospital shall refer the matter to the Advisory Board or Electoral College of the Hospital. 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.

22.3.8 Where a practitioner has served as a Specialist, and such service is continuous with his service as a practitioner, a maximum of three years' service as a

Specialist shall be counted in aggregating his eligibility for sabbatical leave under this clause.

- 22.3.9** Where a practitioner has proceeded on sabbatical leave, a subsequent qualifying period as specified in clause 22.2 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.

23. LEAVE WITHOUT PAY

Leave without pay maybe negotiated with mutual consent.

24. PUBLIC HOLIDAYS

24.1 Entitlement to public holidays

24.1.1 A practitioner will be entitled to the following holidays without loss of pay:

24.1.1(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

24.1.1(b) 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, on the day and in the locality for which it is gazetted; and

24.1.1(c) one other day being specified according to States, Territories or localities or on some other basis.

24.2 Public holidays falling on a weekend

24.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

24.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

24.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the following Monday.

24.3 Prescription of additional days

Where in the relevant States, Territories or localities, public holidays are declared or prescribed on days other than those set out in clauses 24.1 and 24.2 above, those days shall constitute additional holidays for the purpose of this award.

24.4 Substitution of other days

24.4.1 An employer, with the agreement of the majority of the practitioners, may substitute another day for any prescribed in this clause.

24.4.2 An agreement pursuant to 24.4.1 will be recorded in writing and be available to every affected practitioner.

24.5 Easter Saturday

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

24.6 Additional payment

A practitioner who is required to work on a day specified in clauses 24.1 and 24.2, in addition to payment for the time so worked at ordinary time rates is entitled to one and one half days off which shall be added to the practitioner's annual leave, or by mutual agreement one and one half days without loss of pay may be taken at some other time.

25. ACCIDENT PAY

25.1 Definitions

25.1.1 Accident pay

25.1.1(a) Accident pay – total incapacity

Accident pay in respect of a practitioner deemed to be totally incapacitated under the Act means a weekly payment of an amount representing the difference between:

- the total amount of compensation paid under Part IV of the Act for the week in question; and
- the rate payable under this award.

25.1.1(b) Accident pay - partial incapacity

Accident pay in respect of as such deemed to be partially incapacitated under the Act means a weekly payment of an amount representing the difference between:

- the total amount of compensation paid under Part IV 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 WorkCover Authority or as agreed between the parties); and

- the rate payable under this award.

25.1.1(b)(i) The rate will be the same as that applying for a total incapacity. However, where a practitioner receives a weekly payment under this clause and the payment is subsequently reduced pursuant to the Act, the reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

25.1.1(c) Where a practitioner receives accident pay and the pay is payable for incapacity for part of a week, the amount will be a direct proportion.

25.1.2 Act

25.1.2(a) Act means the *Accident Compensation Act 1985 (Vic)*.

25.1.2(b) Where an entitlement to accident pay arises under this award any reference to the *Accident Compensation Act 1985 (Vic)* will be deemed to include a reference to the *Workers Compensation Act 1958 (Vic)*.

25.1.3 Injury

Injury has the same meaning and application as applying under the Act. No injury will result in the application of accident pay unless an entitlement exists under the Act.

25.2 Entitlement to accident pay

25.2.1 An employer will pay a practitioner accident pay where the practitioner receives payment in respect of a weekly incapacity (within the meaning of the Act) in respect of which the employer is liable to pay compensation under the Act. The employer's liability to pay accident pay may be discharged by another person on the employer's behalf.

25.2.2 Accident pay does not apply:

25.2.2(a) for the first five normal working days of incapacity;

25.2.2(a)(i) A practitioner who contracts an infectious disease in the course of duty and is entitled to receive workers compensation will receive accident pay from the first day of the incapacity.

25.2.2(b) to any incapacity occurring during the first two weeks of employment, unless the incapacity continues beyond this time. Subject to 25.3.2(a) and

25.4 accident pay will only apply to the period of incapacity after the first two weeks of employment;

25.2.2(c) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the Act) unless the practitioner has been employed with the employer at the time of the incapacity for a minimum period of one month.

25.2.3 A practitioner on engagement may be required to declare all workers compensation claims made in the previous five years. In the event of false or inaccurate information being knowingly declared by the practitioner the employer is entitled to require the employer to forfeit his or her entitlement to accident pay under this clause.

25.3 Cessation of accident pay

A practitioner's entitlement to accident pay ceases:

25.3.1 when the incapacity ceases; or

25.3.2 on the death of the practitioner; or

25.3.3 when the practitioner has received a total of 39 weeks accident pay for any one injury; or

25.3.4 when there is a cessation or redemption of weekly compensation payments under the Act, in which case accident pay will cease from the date of such cessation or redemption; or

25.3.5 where a practitioner refuses or fails to commence work after a medical referee, in accordance with the Act, has given a certificate specifying work for which the practitioner is fit and the employer makes this work available to the practitioner, in which case accident pay will cease from the date of the refusal or failure to commence work.

25.4 Termination of employment

25.4.1 Subject to 25.3 and clauses 25.4.3 and 25.4.4, a practitioner's entitlement to accident pay will continue on termination of employment by their employer, if the practitioner was incapacitated and receiving accident pay at the date of termination.

25.4.2 A practitioner with a partial incapacity will continue to receive accident pay from their employer on termination of their employment if:

the employer cannot provide suitable employment for the practitioner to perform; and

alternative employment is available with another employer.

25.4.3 To qualify for the continuance of accident pay on termination of employment, a practitioner will provide evidence to their employer of the continuing payment of weekly workers compensation payments.

25.4.4 A practitioner's entitlement to accident pay on termination of their employment will cease if the termination is due to serious and/or wilful misconduct on the part of the practitioner.

25.5 Absences on other paid leave

A practitioner is not entitled to payment for Accident pay in respect of any period of other paid leave of absence.

25.6 Notice of injury

A practitioner on receiving an injury for which the practitioner claims to be entitled to receive accident pay, will give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence of the injury. Notice may be given by a representative of the practitioner.

25.7 Medical examination

To receive entitlement to accident pay a practitioner will conform to the requirements of the Act as to medical examinations.

25.8 Civil damages claims

25.8.1 A practitioner receiving or who has received accident pay will advise his or her employer of any action the practitioner may institute or any claim the practitioner may make for damages. The practitioner, if requested, will provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.

25.8.2 Where a practitioner obtains a judgment or settlement for damages in respect of an injury for which they have received accident pay, the employer's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the practitioner will pay to the employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

25.8.3 Where a practitioner obtains a judgment or settlement for damages against a person other than the employer in respect of an injury for which the practitioner has received accident pay, the employer's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the practitioner will pay to the employer any amount of

accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

25.9 Variation in compensation rates

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

25.10 Insurance against liability

Nothing in this award requires an employer to insure against liability for accident pay.

26. ACCRUED LEAVE ENTITLEMENTS

26.1 Accrued annual, sick and long service leave entitlements at the date of commencement of this Agreement will carry over into this Agreement.

26.2 Unless otherwise agreed by the Hospital any annual leave entitlements accrued prior to the commencement of this Agreement will be taken within the period of the appointment.

27. CLAIMS FOR PAYMENT

27.1 Payment in accordance with this Agreement will be made by the Hospital on a fortnightly basis, as determined by the Hospital, following receipt from the Practitioner of a signed time sheet and any other supporting documentation required by the Hospital setting out in detail the services for which the claim is made. All claims must be authorised by the Unit Head/Director of Medical Services or nominee.

27.2 In the event that a Practitioner submits a timesheet/claim and details for authorisation more than two (2) months beyond the date of provision of the services to which the timesheet/claim relates, the Hospital will apply an administrative charge to the amounts otherwise payable of ten per cent (10%).

28. CONFIDENTIALITY/NON DISCLOSURE OF INFORMATION

28.1 Practitioners will not any time either during the continuance of their employment or after its termination divulge, either directly or indirectly, to any person, confidential knowledge or information acquired during the course of their employment.

28.2 The exceptions to paragraph 28.1 are where:

28.2.1 the Hospital has directed or permitted the divulging of the confidential knowledge or information to the person to whom it was divulged.

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

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

28.3 Confidential knowledge or information will mean, for the purposes of this clause, knowledge or information regarding the business transactions, affairs, property, policies, processes or activities of the Hospital, its committees and subcommittees that is plainly of a confidential nature and treated by the Hospital as such.

29. INCAPACITY

29.1 If a Practitioner is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond their control (“the incapacity”) from discharging in full the duties required of the Practitioner for a period longer than 3 months then the Hospital will have the right, subject to the provisions of the *Health Services Act 1998*, Clause – 18 Personal Leave if relevant, and taking into consideration the nature of the incapacity and requirements of the Hospital by notice in writing to the Practitioner to terminate their employment in accordance with Clause 31 – Unsatisfactory Work Performance.

29.2 The Hospital may at any time and from time to time, so long as the incapacity will continue, require the Practitioner to provide satisfactory evidence to the Hospital of such incapacity and the cause thereof.

29.3 Except as provided by this Agreement, the Practitioner will not be entitled to any salary or other emolument or benefit in respect of any period during which the Practitioner will fail or be able from any cause to perform the duties hereunder in full.

30. TERMINATION OF EMPLOYMENT

30.1 Termination on notice

The employment of a practitioner may be terminated by either party by serving on the other party three month’s written notice of termination.

30.2 Hospital’s power to terminate employment.

Subject to the *Health Services Act 1998*, the employment of a practitioner may be terminated by the Hospital if the Practitioner at any time:

30.2.1 Commits any serious or persistent breach of any of the provisions of this Agreement.

30.2.2 Engages in serious misconduct or neglect in the discharge of duties required of the Practitioner hereunder.

30.2.3 Breaches clause 28 - Confidentiality/Non Disclosure of Information.

30.2.4 Ceases to hold current registration as required by the Medical Practice Act. The Hospital may at any reasonable time, require the Practitioner to provide to its Director of Medical Services satisfactory written evidence of such registration and/or membership.

30.2.5 Is found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the *Medical Practice Act 1994* or if any limitation,

condition or restriction on the practice of the Practitioner is imposed pursuant to part 3 – Division 2 of the Act.

30.2.6 After counselling still fails to meet the standards reasonable required by the Hospitals credentialling processes in respect of the continuing education of the Practitioner.

30.2.7 If in the opinion of two independent psychiatrists (the AMA will be consulted re the choice of these practitioners) a Practitioner becomes of unsound mind.

30.2.8 Is found guilty of a criminal offence other than an offence which in the reasonable opinion of the Board should not affect the Practitioner's employment by the Hospital.

30.2.9 If the Practitioner fails or refuses to comply with any lawful directions given to the Practitioner by the Hospital or any person authorised by the Hospital.

30.3 In the exercise of its powers in relation to the Practitioner the Hospital will make due inquiry, apply the principles of natural justice and comply with all applicable laws of the State of Victoria, including the provisions of the *Health Services Act 1998*.

31. UNSATISFACTORY WORK PERFORMANCE

The Disciplinary Procedures of the Hospital will apply to the employment of the Practitioner under this Agreement.

32. PROVISION OF MOBILE TELEPHONES

When the hospital requires a Medical Practitioner to be in telephone contact for work purposes, the hospital must provide a fully funded mobile phone for the Practitioner's work use; OR fully reimburse the practitioner for all reasonable and actual costs incurred by the Medical practitioner when making or receiving work related telephone calls.

33. PHYSICAL WORKING CONDITIONS

33.1 It is agreed that the following infrastructure standards should be met:

- (a) Access for Medical Practitioners to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
- (b) 24 hour access to the library and all of its resources;
- (c) Reserved car parking paid for by the hospital and available for a Medical Practitioner on call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Hospital main entrance;
- (d) Access for Medical Practitioners to Internet and e-mail facilities for work purposes;
- (e) Availability of an office for Medical Practitioners for private discussion with patient's relatives;
- (f) Access for Medical Practitioners to a security escort at night.

33.2 Where this is currently not the case the Hospital, DHS and the AMA/ASMOF will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

34. CAR PARKING

The Hospital shall provide each Practitioner with access to car parking facilities close to the Hospital. Any costs of parking will be paid by the Practitioner.

36. DISPUTE RESOLUTION

36.1 Framework for Resolution

36.1.1 The parties intend that most issues will be resolved informally between a Medical Practitioner and the Practitioner's immediate supervisor. The parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by Medical practitioner's or stand downs by the Hospital.

36.1.2 Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement

36.1.3 Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.

36.1.4 No party is prejudiced as to final settlement of the dispute by continuing to work during the dispute.

36.2 Process for Resolving Disputes

36.2.1 The Medical Practitioner shall attempt to resolve the dispute directly with their Unit Head. The Practitioner and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

36.2.2 If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Medical practitioner and, if the Medical practitioner chooses, an Association representative or any other person.

36.2.4 If the Parties are still unable to reach a resolution, the matter shall be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if necessary, arbitration, pursuant to s.170LW of the Workplace Relations Act 1996.

37. INTERPRETATION

37.1 Headings are for ease of reference only. None of the provisions of this Agreement will be construed or interpreted by references to such headings.

37.2 Words and expressions denoting the singular will mean and include the plural and vice versa.

PART 3 - SPECIFIC CONDITIONS

PART 3.1 FULL TIME SPECIALISTS

38. HOURS OF DUTY (FULL TIME SPECIALISTS)

The ordinary hours of duty of a Full time Specialist are an average of thirty eight (38) hours per week over a four (4) week period to be worked between 0700 and 1900 hours, during a minimum of four (4) days per week. The Full time Specialist must be available to perform duties outside those ordinary hours of duty.

39. CLASSIFICATION DEFINITIONS (FULL TIME SPECIALISTS)

39.1 Specialist

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

39.2 Senior Specialist

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

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

39.3 Principal Specialist

a Doctor appointed as such by the Hospital. In addition to the qualifications for a Specialist role they must have not less than nine years practical experience in that specialty after obtaining the higher qualification, or sufficient experience in the specialties to satisfy the Hospital that the appointment is warranted.

A Doctor appointed as a head of department or unit will be paid no less than a Principal Specialist Level 2. A Doctor appointed as a deputy to a head of department or unit, or as a

“Senior Clinician” and/or as an associate professor will be paid no less than a Principal Specialist Level 1.

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

39.4 Executive Specialist

a Doctor appointed as such by the Hospital. An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.

Examples of such responsibility could include:

- Responsibility over a range of units/departments
- Direct supervision of a number of Principal Specialists Level 2
- Being required to serve on the Executive Management Team of the Hospital
- Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

Executive Specialist roles will only be utilised where the organisational structure contains such a role and a suitable candidate is available to fill it.

39.5 Director of Medical Services

a Doctor appointed as the Director of Medical Services (however styled) of the Hospital, and having a higher qualification appropriate to the specialty of medical administration, or e able to satisfy the Hospital that he/she had sufficient experience in his/her specialty to satisfy the Hospital.

39.6 Deputy Director of Medical Services

a Doctor appointed as Deputy to a Director of Medical Services

40. REMUNERATION (FULL-TIME SPECIALISTS)

40.1 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 July 2002. The minimum weekly rate will be that set out in Column 1 below consistent with the practitioner’s correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1	Column 2
	Minimum Rate Excluding Private Practice Arrangements	Minimum Rate Including Private Practice Arrangements
Specialist		
1st year as Specialist	\$2,027.30	\$2,324.30
2nd year as Specialist	\$2,100.60	\$2,369.40
3rd year as Specialist	\$2,174.00	\$2,414.30
Senior Specialist		
4th year as Specialist	\$2,247.30	\$2,576.00
5th year as Specialist	\$2,337.20	\$2,676.10
6th year as Specialist	\$2,430.70	\$2,780.60
7th year as Specialist	\$2,527.90	\$2,888.90
8th year as Specialist	\$2,629.00	\$3,001.70
9th year as Specialist and thereafter	\$2,681.70	\$3,060.60
Principal Specialist		
Level 1	\$2,766.40	\$3,119.50
Level 2	\$2,855.37	\$3,319.70
Executive Specialist	\$3,340.50	\$3,822.70

40.2 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2003. The minimum weekly rate will be that set out in Column 1 below consistent with the practitioner’s correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

Column 1	Column 2
Minimum Rate Excluding Private Practice	Minimum Rate Including Private Practice

	Arrangements	Arrangements
Specialist		
1st year as Specialist	\$2,088.12	\$2,394.03
2nd year as Specialist	\$2,163.62	\$2,440.48
3rd year as Specialist	\$2,239.22	\$2,486.73
Senior Specialist		
4th year as Specialist	\$2,314.72	\$2,653.28
5th year as Specialist	\$2,407.32	\$2,756.38
6th year as Specialist	\$2,503.62	\$2,864.02
7th year as Specialist	\$2,603.74	\$2,975.57
8th year as Specialist	\$2,707.87	\$3,091.75
9th year as Specialist and thereafter	\$2,762.15	\$3,152.42
Principal Specialist		
Level 1	\$2,849.39	\$3,213.09
Level 2	\$2,941.03	\$3,419.29
Executive Specialist	\$3,440.72	\$3,937.38

40.3 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2004. The minimum weekly rate will be that set out in Column 1 below consistent with the practitioner's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1	Column 2
	Minimum Rate Excluding Private Practice Arrangements	Minimum Rate Including Private Practice Arrangements
Specialist		
1st year as Specialist	\$2,150.77	\$2,425.90
2nd year as Specialist	\$2,228.57	\$2,513.70
3rd year as Specialist	\$2,306.38	\$2,561.30
Senior Specialist		
4th year as Specialist	\$2,384.18	\$2,733.00
5th year as Specialist	\$2,479.51	\$2,839.10
6th year as Specialist	\$2,578.73	\$2,950.00
7th year as Specialist	\$2,681.88	\$3,064.90
8th year as Specialist	\$2,789.14	\$3,184.40
9th year as Specialist and thereafter	\$2,844.98	\$3,247.10
Principal Specialist		

Level 1 - bottom of range	\$2,900.82	\$3,309.40
Level 1 - top of range	\$3,029.26	\$3,521.80
Level 2 - bottom of range	\$2,900.82	\$3,439.20
Level 2 - top of range	\$3,029.26	\$3,521.80
Executive Specialist		
Bottom of Range	\$2,934.87	\$3,521.80
Top of Range	\$3,379.50	\$4,050.10

40.4 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2005. The minimum weekly rate will be that set out in Column 1 below consistent with the practitioner's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1	Column 2
	Minimum Rate Excluding Private Practice Arrangements	Minimum Rate Including Private Practice Arrangements
Specialist		
1st year as Specialist	\$2,215.30	\$2,539.90
2nd year as Specialist	\$2,295.43	\$2,589.10
3rd year as Specialist	\$2,375.57	\$2,638.20
Senior Specialist		
4th year as Specialist	\$2,455.71	\$2,814.90
5th year as Specialist	\$2,553.90	\$2,924.20
6th year as Specialist	\$2,656.09	\$3,038.50
7th year as Specialist	\$2,762.34	\$3,156.90
8th year as Specialist	\$2,872.81	\$3,279.90
9th year as Specialist and thereafter	\$2,930.33	\$3,344.40
Principal Specialist		
Level 1 - bottom of range	\$2,987.84	\$3,408.60
Level 1 - top of range	\$3,120.14	\$3,627.50
Level 2 - bottom of range	\$2,987.84	\$3,542.30
Level 2 - top of range	\$3,120.14	\$3,627.50
Executive Specialist		
Bottom of Range	\$3,022.92	\$3,627.50
Top of Range	\$3,480.88	\$4,171.70

41. ON CALL

All Full-time Specialists will hold themselves available to perform duty outside ordinary hours. The rates set out in clause 40 are inclusive of the 10% on-call allowance provided for in the Award. Full-time Specialists will also be entitled to a week's paid leave in addition to the entitlement in clause 17.

42. OTHER PAYMENTS

In addition to monetary remuneration a Full time Specialist is entitled to the following benefits and allowances.

- 42.1 Re-call Payments (Full time)** - If a Full time Specialist is who is recalled for duty away from the place at which the practitioner is available for contact will, in respect of each recall, be paid an amount equal to 1/38th weekly wage rate specified in clause 41, as payment for time spent in travelling, and also will be paid for the time spent at the place to which the practitioner is recalled at an hourly rate of time and a half on weekdays and double time on weekends or public holidays.
- 42.2 Meetings Payments (Full time)** - A Full time Specialist will be paid one hundred and twenty five percent (125%) of their ordinary hourly rate for each full hour in attending meetings outside ordinary hours at the request of the Hospital.
- 42.3 Higher duties (Full time)** - any Full time Specialist engaged for five (5) working days or more on the full duties of a higher classification than that to which the Specialist is appointed shall be paid at the ordinary weekly rate for that higher classification for the time higher duties are performed.
- 42.4 Overtime (Full time)** – A Full time Specialist will not be entitled to overtime in respect to list overruns (all worked performed in relation to list overruns will be paid at ordinary rates of pay). For all other overtime worked, the Specialist will be entitled to one hundred and twenty five percent (125%) of their ordinary hourly rate.
- 42.5 Business Travel (Full time)** - Where a Full time Specialist is undertaking work pursuant to this Agreement and is requested by the Hospital to travel to another Campus, expenses incurred shall be reimbursed in accordance with Victoria Public Service rates as circularised from time to time
- 42.6 Public Holidays Work (Full time)** – Payment for public holidays. A Full time Specialist shall be remunerated at the ordinary rate of pay for one (1) day's work performed by the Full time Specialist on a public holiday and shall be entitled to one (1) day of paid leave taken on another mutually agreed day or accrued as annual leave.

PART 3.2 FRACTIONAL SPECIALISTS

43. HOURS OF DUTY (FRACTIONAL SPECIALISTS)

- 43.1** Ordinary Hours – The ordinary hours of duty of a Fractional Specialists shall be the number of hours fixed by the Hospital following consultation with the Fractional Specialist, the assessment should be calculated by totalling the time spent per month in direct patient care and related activities and adding elements for required administration, quality assurance, research teaching and training.
- 43.2** No hourly part time contracts of employment will be entered into covering Medical Specialists except pursuant to the Fractional Specialist provisions of this Agreement.
- 43.3** The method of fractional allocation for Fractional Specialists should be in accordance with the Lochtenberg Implementation Guidelines finalised in 1995 as follows.
- 43.4** All Fractional Specialists, in conjunction with Hospital management should determine their hospital workload on a quarterly monthly basis. Activities to be specifically considered are listed below. Not all areas may be applicable to all specialists.
- (a) Direct Public Patient Care and Related Activities
 - Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.
 - (b) Management/Administrative Responsibilities
 - Duties Associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.
 - (c) Hospital Meetings
 - Attendance at meetings constituted by the hospital or at the request of the hospital, including for example: when appointed to represent the medical staff on a hospital committee; when appointed to represent hospital management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to hospital business
 - (d) Participation in Quality Assurance Activities as Required by the Hospital
 - Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is attendance at committees

established under ACHS guidelines, and Inter-unit clinical meetings e.g Grand Rounds

- (e) Teaching and research as required by the Hospital and not directly funded by the University
- (f) Practice in a Distant Location (where an allowance is not being paid).

43.5 When calculating the actual fraction it will be clear that some aspects of the routine workload occur more frequently than others. For instance, meetings may occur monthly whereas ward rounds may occur daily or a couple of times a week. Calculations should take account of weekly rosters being transposed on a monthly basis.

44. ALTERATION IN FRACTIONAL SPECIALISTS HOURS OF WORK

44.1 Variation of fractions and non renewal of contracts will not be harsh, unjust or unreasonable. Contracts of no less than five (5) years are standard save for contracts for specific identifiable and appropriate circumstance. Appropriate circumstances do not include circumstances where a short term contract extension is used as a device to avoid responsibilities under what is in effect an ongoing employment relationship.

44.2 The work hours of Fractional Specialists can be changed either at the end of a contract period or, where allowed by the contract, with three (3) month's notice during the contract period.

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

44.4 A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract for the purposes of sub-clause 44.3.

45. CLASSIFICATION DEFINITIONS (FRACTIONAL SPECIALISTS)

The classification definitions for fractional specialists shall be the same as those for full-time specialists as set out in Clause 40.

46. REMUNERATION – FRACTIONAL SPECIALISTS

46.1 In the following tables “HPW” is the abbreviation for hours worked per week.

46.2 Fractional Specialists will be paid the hourly rates set out below from the first pay period to commence on or after 1 July 2002.

Classification	0.1.7 HPW Minimum Hourly Rate	7.1.-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$ 102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$ 105.85
Principal Specialist					
Level 1 Bottom of Range	\$102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$109.30
Level 1 Top of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Level 2	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Executive Specialist					
Bottom of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Top of Range	\$120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$129.20

46.3 Fractional Specialists will be paid the hourly rates set out below from the first pay period to commence on or after 1 January 2003.

Classification	0.1.7 HPW Minimum Hourly Rate	7.1.-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$ 101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$ 105.50
9th year as Specialist and thereafter	\$ 101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$ 109.00
Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40

Executive Specialist					
Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

46.4 Fractional Specialists will be paid the hourly rates set out below from the first pay period to commence on or after 1 January 2004.

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

46.5 Fractional Specialists will be paid the hourly rates set out below from the first pay period to commence on or after 1 January 2005.

Classification	0.1-7 HPW Minimum Hourly Rate	7.1.-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20

8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20

46.6 The minimum hourly rates for Sessional Specialists will increase or decrease depending on the number of hours allocated per week.

47. OVERTIME (FRACTIONAL SPECIALISTS)

47.1 Overtime will be paid at 125% of the Fractional Specialist hourly base rate of remuneration on completed hours worked where such overtime extends the Fractional Specialist allocated fractional appointment by greater than 0.028 (1 hour) in any week averaged over each pay period.

47.2 Overtime means a period of time worked by a Fractional Specialist in excess of one (1) hour more than their average fractional allocation and excludes work undertaken as a result of a fractional specialist being on call or recalled for an emergency.

48. ON-CALL (FRACTIONAL SPECIALISTS)

48.1 A fractional specialist is entitled to the following payments in respect of on-call / recall services.

48.1.1 A fractional specialist may be required to be on-call or available to attend the campus for medical emergencies. The Fractional Specialist may be rostered for “exclusive”, “consultative” on-call or to be “available” or by chance contacted by the hospital in case of emergency. In these instances the following payments are to be made.

48.1.2 The on-call periods generally mean between the hours of 7.00pm and 7.00am Monday to Friday, all weekend and Public Holidays.

48.1.3 There are generally 9 on-call periods per week (one per weeknight and two for each day of the weekend or public holiday).

49. ON-CALL PAYMENTS (FRACTIONAL SPECIALISTS)

Where a fractional specialist is required by the Hospital to be available for telephone consultations and be prepared if available in regard to other commitments, including on-call

to other institutions, to return to the Hospital the pay per on-call period is one hour's pay at the Specialist's hourly rate.

50. RE-CALL PAYMENTS (FRACTIONAL SPECIALISTS)

50.1 If a Fractional Specialist on-call is recalled to duty, the following payments apply:

7.00 am to 7.00 pm Monday to Friday	7.00 pm to midnight Monday to Friday and 7.00 am to midnight Saturday, Sunday and Public Holidays Per Hour	Midnight to 7.00 am Per Hour
100% CMBS	125% ordinary hourly rate	150% ordinary hourly rate

50.2 One hour minimum payment is to be made per re-call.

50.3 One hour's additional pay at the ordinary time rate applies to each recall to cover travel time.

SIGNATORIES

For and on behalf of

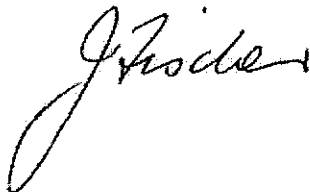
CALVARY HEALTH CARE BETHLEHEM



Chief Executive Officer, Calvary Health Care Bethlehem

9 January 2004

(Witness)



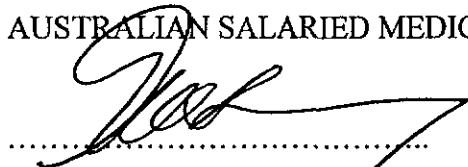
9 January 2004

Dr Jane Fischer

Clinical Director Palliative Care MBBS, DCH, FACHPM

For and on behalf of the

AUSTRALIAN SALARIED MEDICAL OFFICERS FEDERATION



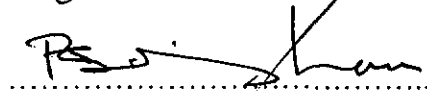
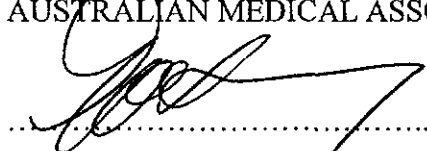
(Witness)

13/1/04

(Date)

For and on behalf of the

AUSTRALIAN MEDICAL ASSOCIATION (Victoria) LIMITED



(Witness)

13/1/04

(Date)