

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2004/2223)

**AMA, GOULBURN VALLEY HEALTH (FULL-TIME SPECIALIST
MEDICAL OFFICERS) CERTIFIED AGREEMENT 2002**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 30 MARCH 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, Goulburn Valley Health (Full-Time Specialist Medical Officers) Certified Agreement 2002*, that is made pursuant to s. 170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

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 for Goulburn Valley Health, and having read the statutory declarations of Dr Brian Cole filed on behalf of Goulburn Valley Health and Geoffrey 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 in Victoria that is carrying on a part of a single business and employees in Victoria employed by the employer in the part of the single business and whose employment is subject to the agreement. I am also satisfied that the union has at least one member employed in 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 a 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 from 30 March 2004 in accordance with its terms which provide that it shall have effect from 1 July 2002.

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 hereby certifies the attached agreement between Goulburn Valley Health on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 30 March 2004.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

Appearances:

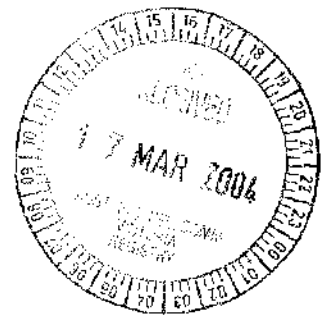
R. Felmingham on behalf of the ASMOF and the AMA.

Hearing details:

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The AMA, Goulburn Valley Health
(Full-time Specialist Medical Officers)
Certified Agreement 2002

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
WORKPLACE RELATIONS ACT 1996

THE AMA, GOULBURN VALLEY HEALTH FULL-TIME SPECIALIST MEDICAL
OFFICERS) CERTIFIED AGREEMENT 2002

1. TITLE

This Agreement shall be called the AMA, Goulburn Valley Health (Full-time Specialist Medical Officers) Certified Agreement 2002 (the "Agreement").

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

The parties to this Agreement are:

- (i) Goulburn Valley Health; and
- (ii) Employees of the Hospital who are employed in the capacity of Full-time Specialist Medical Officers; and
- (iii) The Australian Medical Association Victoria (AMA); and
- (iv) The Australian Salaried Medical Officers Federation (ASMOF).

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 July 2002 to 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. DEFINITIONS

" **Association** " means the Australian Medical Association (Victorian Branch).

" **Federation** " means the Australian Salaried Medical Officers Federation (ASMOF), Victorian Branch;

" **Board of Management** " means the Board of Management, or governing body of the Hospital, however styled.

" **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:

- (i) relevant postgraduate degrees and diplomas of Universities;

"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:

- (i) relevant postgraduate degrees and diplomas of Universities;
- (ii) assessment based membership or fellowship of a College or Association of Specialists;
- (iii) any other postgraduate qualification at the level of Masters or above which is recognised by the appropriate Board as being relevant to employment.

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 Goulburn Valley Health;

"Hospital Patient" means a public patient in respect of whom the Hospital provides care, including medical, nursing and diagnostic services and, if they are available at the Hospital, dental and paramedical services, by means of its own staff or by other agreed arrangements;

"Department Head" means the Officer appointed to be responsible for a Medical Service Unit, as defined by the Hospital;

"Director of Medical Services" means an officer appointed as the Director of Medical Services (however styled) of the Hospital;

"Deputy Director of Medical Services" means an officer appointed as Deputy to the Director of Medical Services;

"Officer" means a registered medical practitioner employed full-time in any of the classifications set out in Clause **10.1**.

"Ordinary Hourly Rate" means the Ordinary Weekly Rate divided by 38.

"Ordinary Weekly Rate" means the weekly rate of pay applicable to an Officer's classification, as prescribed by Schedule A, for Ordinary Hours worked.

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

"Salary" means the usual remuneration payment including all allowances.

7. PERFORMANCE REVIEW PROGRAM

The parties agree to co-operate in relation to the development and implementation of a Performance Review program.

8. APPOINTMENT

8.1 Where the Hospital appoints an Officer (other than a locum tenens) to provide clinical or diagnostic services within the Hospital, the appointment shall be for a fixed term of not less than three years.

8.2 The Hospital will contact the officer not less than 6 months prior to the expiry of his/her appointment to provide full details of the reappointment process.

8.3 A minimum period of 3 months advice shall be given to an Officer where the Hospital decides not to renew the appointment, or 3 months wages at the Ordinary Weekly Rate (including the continuous duty and on call allowances prescribed by clause 11 and 12 respectively and the private practice allowance) paid in lieu of such advice.

8.4 Applications for reappointment which are received less than three months prior to the expiry of the current appointment shall have the period of advice to which they may be entitled under clause 8.3 reduced accordingly.

9. HOURS OF WORK

9.1 An Officer's normal hours of work shall be an average of 38 per week which shall be worked between 7.00 am and 6.00 pm Monday to Friday ("Ordinary Hours"). The precise nature of:

- * the services to be provided to the Hospital during Ordinary Hours; and the arrangement of Ordinary Hours;
- * shall be the subject of an explicit individual written agreement between the Officer, the Head of Department/ Director of Medical Services.

9.2 Ordinary Hours will be worked over 4 or more days, as agreed. If the Ordinary Hours are to be worked over less than 5 full days, the half or full day off (as the case may be) shall be explicitly agreed and fixed in advance. The arrangement of such time off shall take¹ appropriate account of the Hospital's need for continuous cover in the relevant specially during normal operating hours.

9.2.1 Ordinary Hours will be averaged over a four (4) week period.

- 9.3 By mutual agreement between the Officer and the Hospital, an Officer's hours of work may be spread over a nineteen day four (4) week period.
- 9.4 Where by mutual agreement the Hospital contracts with the Officer to be regularly rostered in excess of Ordinary Hours, all time worked in excess of Ordinary Hours will be paid for at:
- (i) time and one half of the Ordinary Hourly Rate for the first two hours and double time thereafter
 - (ii) weekends at the rate of double time of the Ordinary Rate
 - (iii) or by mutual agreement, time off in lieu - time equivalent
- 9.5 It is acknowledged - that in accordance with the philosophy of the Hospital, research, teaching and other non-Patient contact including professional obligations and administrative responsibilities comprises 30% of the working week for all Medical Officers and 50% of the working week for Department Heads and their Deputies. It is agreed that the employee shall be available for service duties in emergencies or conditions of extreme and unforeseen staff shortage.
- 9.6 The parties are aware that rosters and design of working arrangements should be implemented in a manner that as far as reasonable and practicable eliminates or minimises the risks to patient care and Officers health and safety.

10. PRIVATE PRACTICE

- 10.1 An Officer with an appointment of 12 or more months shall be eligible to treat private patients when acting as an employee at any time day or night and may use the hospital's facilities for this purpose.
- 10.2 All fees from private patients seen in the Hospital shall be collected into Special Purpose funds, as are presently operating at the Hospital.
- 10.3 Disbursements to Officers from a Fund shall be as agreed between the practitioner, on whose behalf fees have been raised, and the hospital.
- 10.4 The parties agree that the Private Practice Fund arrangements will be reviewed and implemented, provided that no changes shall be made to the current arrangements, as contained in Appendix B, which will reduce the right to private practice.
- 10.5 This clause shall operate only to the extent that it is consistent with rulings or other directions issued by the Australian Tax Office and / or by the Commonwealth Department of Health and Aging. The operation of this clause will be reviewed in the event that relevant rulings or other directions are issued after certification of this Agreement.

11. CLASSIFICATION DEFINITIONS

11.1 Specialist

a medical practitioner 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.

11.2 Senior Specialist

a medical practitioner 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 Medical practitioner 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.

11.3 Principal Specialist

a medical practitioner 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 medical practitioner appointed as a head of department or unit will be paid no less than a Principal Specialist Level 2. A medical practitioner appointed as a deputy to a head of department or unit, and/or as an associate professor will be paid no less than a Principal Specialist Level 1.

Where the medical practitioner 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.

11.4 Executive Specialist

a medical practitioner 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.

11.5 Director of Medical Services a medical practitioner appointed as the Director of Medical Services (however styled) of a 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

11.6 Deputy Director of Medical Director Services a medical practitioner appointed as Deputy to a of Medical Services

12. RATES OF PAY

Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates (including 20% All Purpose Allowances) from the first pay period to commence after the dates indicated:

	1 July 2002	1 January 2003	1 January 2004	1 January 2005
Specialist				
1st year as Specialist	\$ 1,936.90	\$1,995.00	\$2,054.90	\$2,116.60
2nd year as Specialist	\$ 1,974.50	\$2,033.80	\$2,094.70	\$2,157.60
3rd year as Specialist	\$ 2,011.90	\$2,072.30	\$2,139.40	\$2,198.50
Senior Specialist				
4th year as Specialist	\$ 2,146.70	\$2,211.10	\$2,277.50	\$2,345.80
5th year as Specialist	\$ 2,230.10	\$2,297.00	\$2,365.90	\$2,436.80
6th year as Specialist	\$ 2,317.20	\$2,386.70	\$2,458.30	\$2,532.10

7th year as Specialist	\$ 2,407.40	\$2,479.70	\$2,554.10	\$2,630.80
8th year as Specialist	\$ 2,501.40	\$2,576.40	\$2,653.70	\$2,733.20
9th year as Specialist and thereafter	\$ • 2,550.50	\$2,627.00	\$2,705.90	\$2,787.00
Principal Specialist				
Level 1 - bottom of range	\$ 2,599.60	\$2,677.60	\$2,757.80	\$2,840.50
Level 1 - top of range	\$ 2,766.40	\$2,849.40	\$2,939.80	\$3,022.90
Level 2 - bottom of range	\$ 2,701.40	\$2,782.40	\$2,866.00	\$2,951.90
Level 2 - top of range	\$ 2,766.40	\$2,849.40	\$2,939.80	\$3,022.90
Executive Specialist				
Bottom of Range	\$ 2,766.40	\$2,849.40	\$2,939.80	\$3,022.90
Top of Range	\$ 3,185.50	\$3,276.80	\$3,375.10	\$3,476.40

13. REMUNERATION ENTITLEMENTS

13.1 The remuneration rates set out in Clause 12 are minimum rates. Actual salaries will be increased by four 3% increases during the life of this agreement. The increases will apply from the first pay period to commence on or after 1 July 2002, 1 January 2003, 1 January 2004 and 1 January 2005 respectively. On each occasion these rates will be rounded off to the nearest 10 cents.

13.2 Salary increases under this agreement apply to the current salary of each member of medical staff. Where the Specialist's remuneration has been negotiated as an "annualised" salary, the increase will apply to this "annualised" rate. Annualised Salaries include salaries which are "rolled-up" and may include payments in lieu of overtime allowances, loadings for private practice arrangements etc. The increases will not apply to private practice salary bonuses except where these have been included in a "rolled-up" or "annualised" salary arrangement.

13.3 Work-related, non-salary-based allowances will be adjusted in accordance with salary movements and other allowances will be adjusted by 3% per annum over the life of the proposed agreement. These increases will apply from the first pay period to commence on or after 1 January 2003, 1 January 2004 and 1 January 2005 respectively.

13.4 Late Night Shift Allowance

The following loading will be paid in addition to the Ordinary Hourly Rate:

- (a) 4% for rostered shifts finishing on the day after the start of duty or commencing after midnight and before 5.00 a.m.; or
- (b) 5% for rostered shifts permanently worked within the times set out in (a) above; permanently meaning for any period in excess of four consecutive weeks.

14. CONTINUOUS DUTY ALLOWANCE

The continuous duty allowance is in recognition of the fact that Officers, may from time to time, be required to work more than their Ordinary Hours due to the need to remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their rostered hours. This requirement shall not be unreasonable. This 10% allowance is included in the calculation in Clause 12.

15. ON CALL/RECALL

15.1 All Officers shall hold themselves available to be contacted and/or recalled to duty outside their rostered hours, or outside ordinary hours as defined by clause 11. Further, such Officers will receive a week's paid annual leave in addition to the entitlement under clause 27.1. This 10% allowance is included in the calculation in Clause 12.

15.2 In addition to the on call allowance prescribed in clause 15.1, an Officer who is recalled for duty away from the place at which they are available for contact shall, in respect of each recall, be paid:

- (i) an amount equal to one and one half times the Ordinary hourly rate for the first two hours and double time the Ordinary Hourly rate thereafter.
- (ii) on Saturdays, Sundays and Public holiday an amount equal to double time the Ordinary Hourly rate.

15.3 The on call roster shall be agreed in advance between the Officer and the Hospital and shall not be unreasonable.

16. HIGHER DUTIES

Any officer engaged for five working days or more on the full duties of a higher classification than that to which the Officer is appointed shall be paid at the Ordinary Weekly Rate for that higher classification for the time higher duties are performed.

17. MOTOR VEHICLE/TRAVELLING ALLOWANCE

17.1 The Hospital may provide to the Officer a fully maintained motor vehicle of agreed standard and shall assume the costs of petrol for all travel within Victoria and for costs of petrol should interstate travel be required in the course of duty. Provided that the Hospital will not assume any additional costs which may arise from any legislative or other changes that may have the effect of increasing the cost of the provision of the motor vehicle to the Officer by the Hospital.

17.2 Alternatively an Officer who is required to use personal transport in the course of duty, whether during normal hours, during on-call duty or on recall and is not reimbursed in any other way, may elect to receive an allowance corresponding to the mileage rates determined by the Australian Taxation Office. The onus of

supporting a claim for the allowance shall be with the Officer. This shall not apply to travel between home and the Hospital or Recall.

17.3 Other arrangements may be made by mutual agreement.

18. TELEPHONE ALLOWANCE

Where the Hospital requires an Officer to be on call it will pay to maintain a home telephone and shall refund the subsequent rental charges on production of receipted accounts. The Hospital shall also provide a fully maintained mobile telephone.

19. SALARY PACKAGING

19.1 The Hospital and an Officer may agree that an Officer's Ordinary Weekly Rate (together with any agreed payment from the Private Practice Funds) will be packaged, if legally practicable subject to acceptance of, and compliance with, the terms and conditions of the Hospital's Salary Packaging Policy and the policies and procedures of the hospital.

19.2 It is the intention of the Hospital, as far as possible, to maintain a worthwhile salary packaging program for staff. If legislative or other changes have the effect of increasing the cost of salary packaging to the Hospital, then:

- (a) these costs shall be paid by the Officer; or
- (b) the Officer may choose to cease or amend the salary packaging arrangement; such that there is no net cost increase to the Hospital.

20. SUPERANNUATION

The Hospital shall contribute to the Health Super Fund (or other such fund as permitted by current legislation/regulation and is mutually agreed to) up to the maximum required in accordance with relevant legislative requirements. Contributions will be calculated on an Officer's Ordinary -Weekly Rate as well as payment from the Private Practice fund. Where a remuneration package in excess of base award as been negotiated between the practitioner and the hospital, the practitioner may elect to increase the amount contributed to superannuation in place of salary. Existing arrangements with individual employees will not be affected by this clause.

21. CAR PARKING

Car Parking facilities are available on-site for all Officers.

22. TELEPHONE CALLS

22.1 The Hospital will introduce a protocol to govern the use of telephone consultations with Medical practitioners who are on-call. The protocol will include the following governing points

- (a) That the introduction of the changed on-call allowance for Doctors-in-Training will not lead to an increased incidence of telephone calls being made to Medical practitioners, particularly in comparison with other health professionals
- (b) That the incidence of trivial or unnecessary telephone calls is controlled

22.2 The form and application of these protocols may be reviewed at the request of the AMA to ensure their effectiveness.

23. PHYSICAL WORKING CONDITIONS

23.1 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) Where an Officer has concerns about their personal security as a result of recall requirements to the Hospital, these should be brought to the attention of the Director of Medical Services and a mutually agreed solution developed within seven days.

23.2 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.

24. FACILITIES

The Hospital shall make available for the use of Officers reasonable facilities for the care of Hospital patients including consumable items, clinical and other equipment, clerical and nursing assistance and access to telephones. Hospital Medical Officers and Health Information Services staff will assist the Officer in maintaining medical records.

However, it remains the responsibility of the Officer that adequate medical records are maintained to support patient care.

25. UNIFORMS

Each Officer 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 Officer's period of service at the Hospital. For the purposes of this clause, the Hospital may deem white coats to constitute a uniform.

26. PUBLIC HOLIDAYS

26.1 An Officer shall be entitled to be absent without deduction of pay on the days observed as New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day and Boxing Day and any other State public holidays.

26.2 (a) When Christmas day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(c) Where New Year's Day or Australia Day is a Saturday or Sunday a Holiday in lieu thereof shall be observed on the next Monday.

26.3 An Officer who is required by the Hospital to attend for duty on a day specified in subclause

26.1 or 26.2 above, shall be paid at the rate of time and one half in addition to ordinary hours worked for each hour of attendance; or by mutual consent have one and a half days added to the Officer's annual leave.

27. ANNUAL LEAVE

27.1 An Officer shall be entitled to four (4) weeks paid leave on completion of each year of service in the Hospital without deduction of remuneration for the hours they would have worked had they not been on leave. Should a public holiday(s) occur during a period of annual leave, an additional day(s) shall be added to the period of annual leave.

27.2 Annual Leave must be given by the employer and may be taken at the request of the Officer within six (6) months of it becoming due. Other arrangement may be made by mutual agreement.

- 27.3 An Officer whose appointment is terminated with less than 12 months¹ service in any qualifying period, shall be granted pro rata annual leave or payment in lieu.
- 27.4 Where an Officer becomes sick whilst on annual leave for a continuous period of not less than 5 days and immediately forwards to the Hospital a certificate of a legally qualified medical practitioner, the number of days not less than 5 specified in the certificate shall be deducted from any sick leave entitlement standing to the Officer's credit and shall be recredited to their annual leave entitlement.

28. SICK LEAVE

- 28.1 An Officer who is 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 services.
- 28.2 Unused sick leave is cumulative.

29. COMPASSIONATE LEAVE

- 29.1 An Officer shall be entitled to a maximum of 2 day's leave up to the date of the funeral without loss of pay, on each occasion of-
- (a) the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild or next of kin; or
 - (b) the death outside of Australia of a wife, husband, mother, father, sister, brother, child or next of kin.
- 29.2 For the purposes of this clause, the words "wife" or "husband" shall include any person who lives with the Officer as a de facto partner and shall apply equally to their respective kin as set out in (a) and (b) above.
- 29.3 Proof of such death or illness shall be furnished by the Officer to the satisfaction of the Hospital.
- 29.4 This clause shall have no operation while the period of entitlement coincides with any other period of leave.
- 29.5 An Officer on compassionate leave shall be paid according to their roster or projected roster at the Ordinary Hourly Rate for all time rostered. Overtime and penalty rates are not payable.

30. CONFERENCE LEAVE

A Specialist is entitled to up two (2) weeks paid leave per each year of employment to attend conferences. The accrual of conference leave does not entitle the Specialist to be paid for any untaken conference leave on the termination of the Specialist's employment with the Health Service. The Specialist shall make written application to the Director of Medical Services containing adequate details of the conference(s) he / she proposes to attend.

31. SABBATICAL LEAVE

31.1 For the purpose of this clause only, the following definition shall apply:

"Service" means service as, from the date of first being appointed at this Hospital or its predecessors and shall include all periods during which an Officer was serving in Her Majesty's Forces or was made available by the Hospital for National Duty or for other periods of paid absence approved in writing by the Hospital.

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

31.2 Subject to the provisions set out in clause 31.3 an Officer shall, after completion of a period of six years' continuous service, be entitled to a maximum of twenty-six weeks' sabbatical leave on full salary or wages. Such leave may be taken in two periods of up to 13 weeks duration which are taken within two years of each other. While on approved sabbatical leave, an Officer shall be paid at the Ordinary Weekly Rate plus the continuous duty and on call allowances prescribed by clauses 14 and 15 respectively.

- 31.3
- (a) An Officer who has been in the service of one or more institutions as listed in Appendix A, for an aggregate of six continuous years shall be entitled to a maximum of twenty-six weeks' leave of absence on full salary or wages
 - (b) In calculating such aggregate of service, any period of appointment in any one of the Appendix A institutions of less than six continuous months' duration shall be disregarded.
 - (c) In respect of any period between an appointment with one Hospital and another (excluding all period of paid annual, long service or sick leave), of five weeks or less, service shall be deemed to be continuous.

- (d) It shall be necessary for an Officer as part of their qualification for any sabbatical leave entitlement, to serve such additional period as equals the period between appointments.
 - (e) The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave entitlement shall at all times rest with the Officer.
 - (f) Officers on sabbatical leave will continue to receive their normal benefits from the Private Practice Fund.
 - (g) Sabbatical leave shall not accrue to longer than nine (9) months entitlements.
- 31.4 The sabbatical leave shall be given as soon as practicable after the entitlement is accrued, having regard to the needs of the Hospital.- The taking of sabbatical leave may be postponed to a date that is mutually agreed.
- 31.5 The Officer's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed program of study or research.
- 31.6 Where the Hospital does not approve of the Officer's program of study or research within three months of the receipt of the written application and details, the Hospital shall refer the matter to the Medical Appointments Advisory Committee. The Hospital and the Officer shall comply with the written advice of the Committee except that it may be varied by mutual agreement between the Hospital and the Officer.
- 31.7 Where an Officer has served in an appointment corresponding to Specialist in another Institution as listed in Appendix A, and where such service is continuous with their service as an Officer, a maximum of three years¹ service in the earlier appointment shall be counted in aggregating their eligibility for sabbatical leave under this clause.
- 31.8 Accrual of entitlement for second or subsequent periods of sabbatical leave shall commence when the previous period of leave is due even if it is not taken.

32. PARENTAL LEAVE

32.1 Definitions

- 32.1.1 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.

- 32.1.2 Subject to 32.1.3, in this clause, **spouse** includes a de facto or former spouse,
- 32.1.3 In relation to 32.5, spouse includes a de facto spouse but does not include a former spouse.

32.2 **Basic entitlement**

- 32.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks 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. Parental leave is unpaid leave, except that six weeks of maternity leave will be on full pay, and one week of paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.
- 32.2.2 Subject to 32.3.6, 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:
- 32.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 32.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

32.3 **Maternity leave**

- 32.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 32.3.1(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;
 - 32.3.1(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.
- 32.3.2 When the employee gives notice under 32.3.1(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.
- 32.3.3 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.

32.3.4 Subject to 32.2.1 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.

32.3.5 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.

32.3.6 **Special maternity leave**

32.3.6(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.

32.3.6(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.

32.3.6(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.

32.3.7 Where leave is granted under 32.3.4, 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.

32.4 **Paternity leave**

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

32.4.1 (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

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

32.4.1(c) a statutory declaration stating:

- 32.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;
- 32.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
- 32.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

32.4.2 The employee will not be in breach of 32.4.1 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.

32.5 Adoption leave

32.5.1 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.

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

- 32.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;
- 32.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 32.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

32.5.4 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.

32.5.5 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.

- 32.5.6 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.

32.6 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.

32.7 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.

32.8 Transfer to a safe job

- 32.8.1 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.

- 32.8.2 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.

32.9 Returning to work after a period of parental leave

- 32.9.1 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.
- 32.9.2 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 32.8, the employee will be entitled to return to the position they held immediately before such transfer.

- 32.9.3 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.

32.10 Replacement employees

- 32.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 32.10.2 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.

33. CARERS LEAVE

- 33.1 In recognition of the need for leave to care for family members, an Officer shall be entitled to up to five (5) paid days per annum for this purpose. This leave is to enable the Officer to provide care for dependents, which include spouse, de facto spouse of the opposite or same sex, child, parent, grandparent, grandchild, or siblings of the Officer or the spouse or de facto spouse of the Officer. The Officer must have responsibility for the care of the dependent person concerned and must provide, if required by the Hospital, a medical certificate from a registered Medical Practitioner verifying the nature of the illness and stating its expected duration. Carers, leave is non-cumulative from year to year.
- 33.2 Leave taken by an Officer under this clause shall be deducted from the amount of sick leave provided for in clause 23.
- 33.3 The Officer must, where practicable, give the employer reasonable notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Officer, the reasons for taking such leave and the expected length of absence.

34. LONG SERVICE LEAVE

34.1 Entitlements

- (1) An officer shall be entitled to long service leave with full pay, together with their normal benefits from the Private Practice Fund, in respect of continuous service with the hospital, 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 officer of 10 years' continuous service - four 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 an officer who has completed more than 10 years' service and whose employment is terminated otherwise than by the death of the officer, and 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 subclause;
- (c) in the case of a officer who has completed at least 8 years' service, but less than 10 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.

34.2 Service Entitling to Leave

Subject to this sub-clause, the service of an officer in 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 subclause 34.2 (a) hereof.

- (2) Subject to this sub-clause, service shall also include all periods during which an officer 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 transmittee), an officer who worked with the transmitter and who continues in the service of the transmittee shall be entitled to count service with the transmitter as service with the transmittee 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 Award;
 - (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 officer for a period during which payment is made under the Sick Leave clause of this Award;
 - (e) any unpaid leave of absence of the officer 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 officer's allowable period of absence from employment. An officer'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 officer actually received on termination or for which he/she is paid lieu;
 - (h) the dismissal of an officer if the officer is re-employed within a period not exceeding two months from the date of such dismissal;
 - (i) any absence from work of a female officer for a period not exceeding 12 months in respect of any pregnancy;
 - (j) any other absence of an officer by leave of the hospital, 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 officer, any interruption or absence of a kind mentioned in paragraphs (a) to (e) of the last preceding subclause, 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 hospital.
- (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 officer

concerned. A certificate as set out in this paragraph shall constitute acceptable proof.

Certificate Of Service	
_____ (Name of Institution) _____ (Date)	
This is to certify that _____ (name of Doctor)	
has been employed by this institution for a period of _____ (years/months/etc)	
from _____ to _____	
Specify below full details of paid or unpaid leave of absences including periods represented by payments made in lieu of leave on termination:	
_____ _____	
Specify below full details of Long Service Leave granted during service or on termination:	
_____ _____	
Signed _____	Stamp of institution

- (8) The hospital shall keep or cause to be kept a long service leave record for each officer containing particulars of service, leave taken and payments made.

34.3 Payment in Lieu of Long Service Leave on the Death of an Officer

Where an officer who has completed at least 10 years' service dies while still in the employ of the hospital, the hospital shall pay to such officer's personal representative a sum equal to the pay of such officer for one-thirtieth of the period of the officer's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the officer, together with their normal benefits from the Private Practice Fund.

34.4 Payment for Period of Leave

- (1) Payment to an officer in respect of long service leave, shall be made in one of the following ways;
 - (a) In full in advance when the officer commenced his/her leave; or
 - (b) At the same time as payment would have been made if the officer had remained on duty; in which case payment shall, if the officer in writing so requires, be made by cheque posted to a specified address; or
 - (c) In any other way agreed between the hospital and the officers
- (2) Where the employment of an officer is, for any reason, terminated before he/she takes any long service leave to which he/she is entitled or where any long service accrues to an officer pursuant to sub-clause (A)(2)(b) hereof the officer shall, 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 an officer pursuant to sub-clause (A)(2)(c) hereof, the officer shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - (b) Provided in the case of an officer 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 an officer may, in writing request payment in respect of such leave to be deferred until after the expiry of the officer's allowable period of absence from employment provided in sub-clause (B)(5)(g);
 - (ii) Except where the officer gives the hospital notice in writing that the officer has been employed by another Institution or Statutory Body, the hospital shall make payment in respect of such leave at the expiry of the officer's allowable period of absence from employment;
 - (iii) Where the officer gives the hospital notice in writing that the officer has been employed by another Institution or Statutory Body, the hospital is no longer required to make payment to the officer 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 officer, the officer 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.

34.5 Taking of Leave

- (1) When an officer 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,
- (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 an officer so agree -
 - (a) the first six months' long service leave to which an officer 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 officer becomes entitled may be taken in two separate periods -

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

- (4)
 - (a) A hospital may by agreement with an officer, grant long service leave to an officer before the entitlement to that leave has accrued, provided that such leave shall not be granted before the officer has completed ten years' service.
 - (b) Where the employment of an officer 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 officer upon termination deduct and withhold an amount equivalent to the amount paid to the officer in respect of the leave in advance.

34.6 Definitions

For the purpose of this clause the following definitions apply:

"Pay" means remuneration for an officer's normal weekly hours of work calculated at the officer's ordinary time rate of pay provided in this Agreement hereof at the time leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the officer's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates, provided that where accommodation is made available to an officer 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 hereof, such amount shall be deducted from the pay for the period of leave.

"Month" shall mean a Calendar Month.

"**Institution**" shall mean any Hospital 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 Victoria.

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

35. **ACCIDENT MAKE UP PAY**

If following an accident, an Officer receives workers compensation pursuant to the Accident Compensation (WorkCover Act) 1992, as amended, then that compensation payment will be increased by the Hospital to the amount of the Officer's Ordinary Weekly Rate during the period of absence. This payment made by the Hospital will be limited to a maximum of 39 weeks.

36. **SPECIAL LEAVE**

An Officer shall from time to time be eligible for special leave by mutual agreement with the Hospital when it requires that Officer to perform special duties away from the Hospital.

37. **STAND-DOWN**

In the event of any strike, breakdown of machinery or any stoppage of work for any cause for which the Hospital cannot reasonably be held responsible, the Hospital will have the right to stand-down Officers who are unable to perform their rostered duties. However, the Hospital must take account of the Officers' duty of care to their patients.

38. **GRIEVANCE/DISPUTE SETTling PROCEDURE**

38.1 Framework for Resolution

38.1.1 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.

38.1.2 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

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

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

38.2 Process for Resolving Disputes

38.2.1 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.

38.2.2 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.

38.2.4 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.

39. CONSULTATION AND ORGANISATIONAL CHANGE

39.1 The Medical Officer (the "Officer" recognises that Goulburn Valley Health needs, from time to time, to review the medical services it provides, and its medical staff numbers, both to maximise the quality and efficiency of its service delivery, and to benchmark its performance against data from other major teaching hospitals both in Australia and overseas.

39.2 If the Board of Management of Goulburn Valley Health decides to introduce major organisational change or new technology, that is likely to have significant effect on an Officer, the Hospital will consult with the affected Officer.

39.3 In consulting with the Officer pursuant to sub-clause 39.2, the Hospital will discuss the following:

- (a) The proposed timetable for the introduction of changes;
- (b) The effects the changes are likely to have on the Officer's employment within the Hospital;

- (c) The reasons for any proposed reduction in medical or other staff within the unit in which the Officer works;
 - (d) Measures available to avert or mitigate any adverse effects on the Officer,
- 39.4 The Hospital shall consult with the Officer as soon as practicable after the Board of Management has made a decision referred to in sub-clause 39.1 and shall give prompt consideration to matters raised by the Officer pursuant to sub-clause 39.3
- 39.5 For the purpose of the consultative process described in this clause, the Hospital will give the Officer all relevant documentation about the proposed changes, including workforce planning data, staff impact statements, and directions from the Department of Human Services and other government agencies. However, the Hospital shall not be required to disclose any confidential information if the disclosure would be inimical to the Hospital's interests.
- 39.6 If, as a result of the changes referred to above, the Officer's position has become surplus to requirements the Hospital will, so far as is practicable, seek to redeploy the Officer within the Hospital.
- 39.7 If redeployment in an equivalent position is not practicable, and the Hospital is able to offer redeployment in a lesser classification, it will maintain the Officer's remuneration at the rate pertaining to the former classification for three (3) months following the Officer's acceptance of the new classification.
- 39.8 If the Hospital is unable to offer redeployment at the same or a lesser classification, the Officer shall be entitled to three (3) months emolument in lieu of notice, unless the Officer's period of service is greater than two (2) years when the Officer will be entitled to six (6) months emolument in lieu of notice.
- 39.9 If requested by the Officer, the Hospital will apply to Health Super (or other such fund as permitted by the current legislation/regulation and has been mutually agreed to) for the termination of employment to be treated as a bona fide redundancy under the appropriate legislation.
- 39.10 The termination of an Officer on the grounds of redundancy prior to the expiry date of this Heads of Agreement shall in no way affect the right of the Officer to continue to treat private/compensable patients at the Hospital.
- 39.11 If the Officer requests the involvement of any consultant, including the AMA, to assist the Officer in the consultation process referred to in the clause, the Hospital will meet with the consultant as well as the officer.
- 39.12 Major organisation change includes the cessation of provision of medical or surgical services in the Officer's professional speciality, and the abolition of the Unit or Department to which the Officer belongs.

- 39.13 New technology included that which fundamentally alters the nature of services provided by the Officer and/or the procedures performed by the Officer.
- 39.14 Significant effect includes the cessation of delivery of the type of medical or surgical treatment which the Officer has provided for more than 50% of the Officer's employment time with the Hospital.

40. TERMINATION

- 40.1 An Officer shall provide the Hospital with three (3) months notice of intention to terminate his/her employment at the Hospital unless the period of notice is reduced by mutual agreement.
- 40.2 The Hospital may by notice in writing terminate the Officer's employment for reasons of serious and wilful misconduct, malpractice, neglect of duty or breach of any condition of the appointment. Prior to terminating the Officer's appointment pursuant to this clause, the Hospital shall make careful inquiry and provide the Officer an opportunity to respond to any allegations at a meeting specifically arranged for that purpose to which the Officer may bring his/her agent.

41. SAVINGS

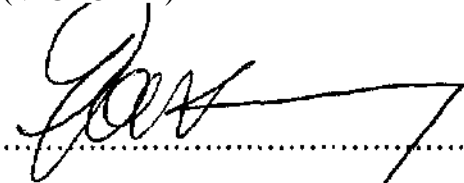
Nothing in this Agreement shall be deemed or be construed to reduce the salary or allowances or accrued entitlements which an Officer was receiving, or entitled to, prior to the operative date of this Agreement.

42. RENEWAL OF AGREEMENT

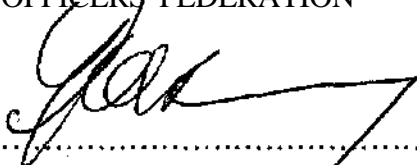
Notwithstanding the provisions contained elsewhere in this Agreement the parties to this Agreement agree that they will commence negotiations for a new agreement no later than three (3) months prior to the expiry date of this Agreement.

EXECUTED as an agreement this ^{16th} day of March, 2004

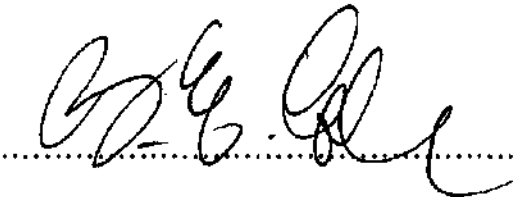
SIGNED for and on behalf of
AUSTRALIAN MEDICAL ASSOCIATION
(VICTORIA)


.....

SIGNED for and on behalf of
AUSTRALIAN SALARIED MEDICAL
OFFICERS FEDERATION


.....

SIGNED for and on behalf of
GOULBURN VALLEY HEALTH


.....

APPENDIX A

All Victorian Public Hospitals
All Victorian Community Health Centres
The Red Cross Society

APPENDIX B

Private Practice

Each Officer shall be paid a supplement of 35% payment of salary including all allowances and salary packaging arrangements annually

Plus:

Payment of Medical Indemnity Subscription

Subscriptions to AMA, Learned Colleges and other Professional Bodies related to employment

To pay or reimburse an Officer to pay such other persons as the Officer directs such amounts as provides for the reasonable cost of travel of the Officer (both within Australia and abroad) in connection with their professional practice including Conference/Sabbatical Leave expenses and interstate conference expenses each year (including accommodation and travelling expenses up to a sum of money to be agreed between the Officer and the Hospital).

Work related telephone expenses

Local travelling expenses for work related activities other than those specified under Clause 17.

Any other expense categories currently agreed to by the Trustees.