

AG834493 PR947220

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ Agreement with organisations of employees (Division 2)

Australian Salaried Medical Officers Federation

Australian Medical Association (Victoria) Ltd

and

Northern Health

(AG2004/3254)

**AUSTRALIAN MEDICAL ASSOCIATION, NORTHERN HEALTH HOSPITAL
SPECIALISTS AGREEMENT 2002**

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 3 JUNE 2004

CERTIFICATION OF AGREEMENT

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

This agreement shall come into force from 3 June 2004 and shall remain in force until 30 June 2005.

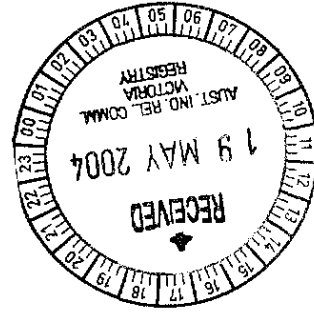
BY THE COMMISSION:

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code 43>

3 2 5 4



**AUSTRALIAN MEDICAL ASSOCIATION,
NORTHERN HEALTH
HOSPITAL SPECIALISTS AGREEMENT 2002**

**AUSTRALIAN MEDICAL ASSOCIATION, NORTHERN HEALTH HOSPITAL
SPECIALISTS AGREEMENT 2002**

1. TITLE

This Agreement shall be known as the Australian Medical Association, Northern Health Hospital Specialists Agreement 2002.

2. DATE AND PERIOD OF OPERATION OF AGREEMENT

This Agreement shall take effect from the beginning of the first full pay period commencing on or after 1 July 2002 and shall remain in force until 30 June 2005.

3. PARTIES TO THIS AGREEMENT

The Parties to this Agreement shall be Northern Health (Northern Hospital, Broadmeadows Health Service and Bundoora Extended Care Centre), the Australian Medical Association (Victoria) Ltd and the Australian Salaried Medical Officers Federation.

4. APPLICATION

This Agreement applies to the Parties with respect to the employment of medical practitioners as Specialists, Clinical Academics and Medical Administrators by Northern Health.

5. ARRANGEMENT

PART 1	Common Conditions for all Specialists
PART 2	Specific Additional Conditions applying to Full time Specialists.
PART 3	Specific Additional Conditions applying to Visiting Specialists.
PART 4	Specific Additional Conditions applying to Clinical Academics.
PART 5	Signatories

Clause No	Clause	Page No
16	Access to Operating Facilities	8
49	Additional Benefits (Full time)	28
53	Additional Benefits (Visiting Specialists)	33
33	Annual Leave	17
4	Application	2
5	Arrangement	2
53.2.3	Availability Retainer (Visiting Specialists)	31
49.4.5	Business Travel (Full time)	23
34	Compassionate Leave	17
35	Conference Leave	17
22	Confidential Information	11
53.2.2	Consultative On-call (Visiting Specialists)	27
10	Continuity of Employment	4
49.1	Continuous Duty (Full time)	22
20	Continuous Improvement	11
2	Date & Period of Operation of Agreement	2
42	Defence Forces Leave	22

13	Definitions	5
28	Disputes	15
18	Duties & Performance Indicators	8
21	Exclusion of Conflicting Activities	11
53.2.1	Exclusive On-call (Visiting Specialists)	26
7	Extension of Agreement	2
36	Family Leave	17
17	Health Service Commitment to Teaching, Training & Research	8
15	Health Service Support to its Specialists	8
49.4.3	Higher Duties (Full time Specialists)	23
51	Hours of Duty (Full time Specialists)	30
59	Hours of Duty (Visiting Specialists)	36
24	Incapacity	12
57	Indexation of CMBS	35
29	Insurance	15
37	Long Service Leave	18
26	Major Change Processes	14
14	Medical Appointment/Employment	8
62	Medical Appointment/Employment (Clinical Academics)	38
49.4.7	Medical Indemnity	24
49.4.2	Meeting Payments (Full time Specialists)	23
12	No Extra Claims	5
30	Notices	16
49.2	On call Payments (Full time Specialists)	23
53.2	On call Payments (Visiting Specialists)	33
11	Other Rights Unaffected	5
49.4.4	Overtime (Full time Specialists)	23
60	Overtime (Visiting Specialists)	37
38	Parental Leave	18
64	Parental Leave (Clinical Academics)	39
3	Parties to this Agreement	2
51	Payment for Recall for Emergencies only (Visiting Specialists)	28
19	Performance Criteria and Review	11
46	Physical Working Conditions	24
50	Private Practice (Full time Specialists)	30
49.3	Private Practice Allowance (Full time Specialists)	23
48	Progression (Full time Specialists)	28
44	Provision of Mobile Telephones	24
39	Public Holidays	21
63	Public Holidays – Christmas/New Year Closedown (Clinical Academics)	38
49.4.6	Public Holidays Work (Full time Specialists)	24
49.4.1	Recall Payments (Full time Specialists)	23
54	Recall Payments (Visiting Specialists other than Visiting Anaesthetists)	34
55	Recall Payments for (Visiting Anaesthetists)	35
27	Redeployment and Redundancy	14
7	Relationship between Agreement & Bylaws etc	4
6	Relationship to Award	4
61	Remuneration (Clinical Academics)	38
47	Remuneration (Full time Specialists)	26
31	Remuneration Entitlements	16

Clause No	Clause	Page No
23	Remuneration of Specialists	12
47	Remuneration (Visiting Specialists)	31
53	Review of Fractional Allocation (Visiting Specialists)	35
40	Sabbatical Leave	21
31	Salaries and Allowances	16
9	Savings	4
41	Sick Leave	22
65	Sick Leave (Clinical Academics)	39
43	Special Paid Leave	24
32	Stand Down	16
23.5	Superannuation Payments	10
45	Telephone Calls	24
25	Termination of Employment	13
1	Title	2
8	Variation or Extension of Agreement	4

6. RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the *Hospital Specialists and Medical Administrators Award 2002*. To the extent that there is any inconsistency between the Agreement and the Award the terms of the Agreement shall prevail.

7. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

If there is any inconsistency between the terms of this Agreement and the Health Service ByLaws, resolutions, Code of Conduct and policies, the Agreement shall prevail.

8. VARIATION OR EXTENSION OF AGREEMENT

8.1 This Agreement may be varied, or may be extended for such further period or periods and upon such terms as the parties may agree pursuant to the *Workplace Relations Act (1996)*.

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

9. SAVINGS

Nothing in this Agreement shall effect any 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 the Specialist for the purpose of any entitlements.

10.2 If the Specialist was employed by the Health Service prior to certification of this Agreement, then the Specialist's leave entitlements which have accrued during that

period of service with the Health Service will be recognised by the Health Service, 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 of the Specialist and the Health Service may have apart from this Agreement.

12. NO EXTRA CLAIMS

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

12.2 Subject to the Health Service 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 its right or ability to introduce change at the workplace.

13. DEFINITIONS

The following definitions and interpretations apply to this Agreement:

13.2 "Appointment" means appointment to the Medical Staff of the Health Service with clinical credentials applicable to the Medical services to be provided pursuant to the Specialist's employment.

13.3 "Award" means the *Hospital Specialists and Medical Administrators Interim Award 1996*;

13.5 "Campus" means the site listed in Clause 3 Parties to the Agreement or any other premises occupied from time to time by the Health Service;

13.6 "Chief Executive Officer" means the Chief Executive Officer of the Health Service and his/her nominee;

13.7 "Clinical Academic" means a currently employed member of the academic staff of the University.

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

13.10 "Department Head" means the Head of the relevant Department of the Specialist;

13.11 "Executive Specialist" means 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.

13.12 "Facility Fee" means a fee payable by the Specialist to the Health Service to reimburse the Health Service for direct and indirect costs incurred by the Health Service in the provision of Health Service services and infrastructure;

13.13 "Fractional Allocation" means the fraction each week devoted by a Visiting Specialist to the treatment of Public Patients being either operating hours, inpatient hours, outpatient hours and administration, including Quality Assurance research and teaching, divided by 35, after allowing for the Private Practice discount.

13.14 "Health Service" means the Northern Health as incorporated under the *Health Services Act 1988* and regulations made thereunder by the Governor in Council;

13.15 "Higher Qualification" means a qualification appropriate to the speciality in which a Specialist is employed conferred upon by the Specialist by a University, Medical School or Learned College which is recognised by the relevant Specialist College including:

- * postgraduate degrees and diplomas of Universities which are recognised by the relevant College;
- * membership or fellowship of a College or Association of Specialists recognised as being indicative of higher qualification by the relevant College;
- * any other postgraduate qualification at the level of Masters or above appropriate to the speciality in which a Specialist is employed;

13.16 "Hospital Patient" means a public patient, being a patient in respect of whom the Health Service provides comprehensive care including necessary medical, nursing and diagnostic services, by means of its own staff or by the Visiting Specialist and others who provide such services under agreed arrangements.

13.17 "Immediate Family" means a spouse, parent, partner, sibling, child, step-child, grandparent, grandchild and parent-in-law and includes a de facto spouse and their parents and children;

13.18 "Major Change Processes" includes changes in the role or functions of the Health Service or a constituent hospital, the cessation of the provision of medical or surgical

services in a Specialist's discipline or speciality and the abolition of the Unit or Department in which a Specialist works;

- 13.19** "Medical Administrator" means a Specialist appointed to an administrative position within the Health Service's Medical Administration Department (other than a position as Director Clinical Services or equivalent) who possesses a higher qualification in Medical Administration. A Specialist who does not possess a higher qualification in Medical Administration may be appointed as a Medical Administrator if they have had sufficient experience in medical administration to satisfy the Health Service;
- 13.20** "Medical Appointment" means appointment of the Specialist to the Senior Medical Staff of the Health Service with clinical credentials applicable to the medical services to be provided by the Specialist pursuant to this Agreement and shall be for a fixed term of not less than one (1) year and not more than five (5) years;
- 13.21** "New Technology" includes technology that fundamentally alters the nature of the services provided by the Specialist and/or the procedures performed by the Specialist.
- 13.22** "On Call Period" means the hours between 1800 and 0800 each day and 0800 to 1800 on Saturday, Sunday and Public Holidays;
- 13.23** "Ordinary Hourly Rate" means the Ordinary Weekly Rate for a Full time specialist divided by thirty eight (38), or the hourly rate paid for a Visiting Specialists fractional allocation.
- 13.24** "Principal Specialist" means:
- * a Specialist appointed as Department Deputy Head; or
 - * a Specialist who possesses a higher qualification appropriate to the speciality in which they are employed, not less than six (6) years practical experience in that speciality after obtaining the appropriate higher qualification and who is appointed as such on the recommendation of the Director Clinical Services and Department Head on the basis of particular merit in their speciality;
- 13.25** "Primary Campus" means that Campus where the Specialist generally provides services or such other Campus as is agreed between the parties.
- 13.26** "Private Patients" means an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth) who elects to be treated on Health Service premises as an in patient or day patient by a medical Specialist of his or her choice and is responsible for paying for the provision of medical services, but does not include a Public Patient or a Compensable Patient;
- 13.27** "Private Practice" means the rendering by a Specialist of professional services to non-public patients for which fees are charged in the name of the Specialist and includes the preparation and signing of reports and certificates but excludes attendances at Court;
- 13.28** "Private Practice Discount" means the number of hours per week exercised by a Visiting Specialist in the care of private/compensable patients, expressed as a

percentage of the number of hours per week for which the Visiting Specialist is engaged to provide in-hours clinical services under this Agreement, exclusive of outpatient services hours and other non clinical duties hours.

13.29 "Public Patient" means an eligible person as defined in section 3(l) of the Health Insurance Act 1973 (Commonwealth) who elects to be treated as a public inpatient or a public outpatient in respect of whom the Health Service provides comprehensive care, including all necessary medical, nursing and diagnostic services by means of its own staff and by other agreed arrangements without charge to the eligible person;

13.30 "Relative Value Guide" means a fee for service provided to an Anaesthetist during the On Call period and defined in accordance with the AMA Relative Value Guide for Anaesthetic services in force at the time a service is provided;

13.31 "Specialist" means a specialist who possesses a higher qualification appropriate to the speciality in which he/she is employed. The Health Service may appoint a specialist as a Specialist if he/she has sufficient experience in the speciality. The term can include a Specialist, Principal Specialist, Senior Principal Specialist, Clinical Academic or Medical Administrator who holds a current registration as required by the Medical Practice Act 1994 or such other relevant legislative obligation having regard to the speciality of the Specialist;

13.32 "University" means the University of Melbourne;

13.33 "Weekend" means the period 1800 on Friday to 0800 the following Monday inclusive.

PART 1 COMMON CONDITIONS FOR ALL SPECIALISTS

14. MEDICAL APPOINTMENT/EMPLOYMENT

14.1 Following notification by the Health Service, a Specialist's employment with the Health Service is contingent upon the Specialist holding a current Medical Appointment to provide services at a campus.

14.2 A Specialist who wishes to seek reappointment shall advise the Health Service of such intention no less than six (6) months prior to the expiration of his/her current Medical Appointment.

14.3 Non renewal of contracts shall not be harsh, unjust or unreasonable.

14.4 Contracts of no less than three (3) years are standard save for identifiable and appropriate circumstances such as initial Specialist appointments, and specific mutually agreed projects etc. 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 a continuing or ongoing employment relationship

15. HEALTH SERVICE SUPPORT TO ITS SPECIALISTS

The Health Service shall endeavour to provide Medical Staff with access to the highest quality of service in regard to the provision of human resources, delivery of outpatient services, pharmacy, pathology, radiology, office support and access to information technology in the delivery of quality patient care.

16. ACCESS TO OPERATING FACILITIES

The Health Service is cognisant that timely access to operating facilities is a priority and are committed to working with Specialists in ensuring that its operating facilities are utilised in the most efficient and effective manner possible to ensure highest quality patient care.

17. HEALTH SERVICE COMMITMENT TO TEACHING, TRAINING AND RESEARCH.

17.1 The Health Service is committed to its philosophy that teaching, research training and professional obligations, are important aspects of the duties and time of Specialists.

17.2 Where a Visiting Specialist is required to undertake research on behalf of the Health Service, that activity shall be acknowledged in the specialists Fractional Allocation.

18. DUTIES AND PERFORMANCE INDICATORS

18.1 The Specialist having regard to best practice patient care, must:

18.1.1 undertake the duties and exercise the powers assigned by the Chief Executive Officer consistent with the role set out in their Position Description;

18.1.2 in discharging the duties and in exercising the powers comply with the Health Service By-Laws, resolutions, policies and all lawful directions from the Chief Executive Officer and with the terms of agreements and directions which are binding on the Health Service pursuant to the *Health Services Act 1988* (Vic);

18.1.3 subject to sub-clause 18.1.2 above, be responsible directly to and report to the relevant Health Services Clinical Director and the Head of the relevant Unit;

18.1.4 promote the interests of the Health Service;

18.1.5 maintain current registration as required by the *Medical Practice Act 1994* or hold and maintain membership of the relevant specialist body;

18.1.6 hold and maintain an appropriate level of membership of a recognised medical defence organisation and provide, not less than annually, evidence of this membership when requested by the Health Service;

18.1.7 use his/her best endeavours to perform the duties of the position as well as possible and in particular to achieve the best possible performance of the indicators attached to the Position Description within the parameters of best practice patient care;

18.1.8 be permitted to admit and treat private/compensable in patients at the Health Service subject to a Specialist's Appointment and the relevant Campus' admission policies and availability of resources and continued employment. Time spent by a Visiting Specialist in providing services for such in patients will not be remunerated by the Health Service.

18.2 Commitment

18.2.1 The Specialist agrees to support the endeavours of the relevant unit or department of the Health Service in achieving the Performance Indicators relevant to their employment. The Specialist agrees that the performance of the duties contemplated in this Agreement may be reviewed pursuant to clause 16 of this Agreement by the Head of the relevant Unit or nominee.

18.2.2 To the extent that the following commitments are relevant to the Specialist's duties, the Specialist agrees:

(i) Patient Care

Whilst on duty and in attendance at a Campus the Specialist will:

- (a)** perform consultations on in patients as requested by other Senior Medical staff within twenty four (24) hours of the request being received by the Specialist;
- (b)** ensure regular contact is made between the Specialist and Registrar/HMO to discuss patient management and discharge planning;
- (c)** use his/her best endeavours to ensure that the quality of medical records is sufficient to facilitate high quality patient care and coding for DRG's and ensure that discharge summaries are completed by the junior medical staff within three (3) days of discharge and contain all relevant information;
- (d)** attend unit and team meetings as appropriate and actively support multi-disciplinary teamwork, quality improvement activities, peer review and the development and implementation of critical care paths;
- (e)** be available to commence outpatient's sessions within fifteen (15) minutes of his/her established starting time at least 90% of the time;
- (f)** be available to commence theatre lists within fifteen (15) minutes of rostered starting time at least 90% of the time.

(ii) Budget/Efficiencies/Management

The Specialist will, having regard to best practice patient care:

- (a)** be committed to achieving maximal DRG revenue;
- (b)** assist the Health Service to achieve productivity and efficiency measures of comparable hospitals, by ensuring maximal and efficient utilisation of theatre time allocated, and by reaching throughput targets as specified by the hospital;
- (c)** ensure efficient bed utilisation by maximising same day cases, pre-admission clinics and minimising length of stay for in-patients;

- (d) be committed to ensuring that waiting list and Emergency Department targets are achieved;
- (e) strive for the achievement of cost centre budget targets where the Specialist has that recognised responsibility;
- (f) cooperate with data collection procedures;
- (g) comply with the rules and regulations of the Health Service, including notification of absences and appropriate prior notification of impending leave.

(iii) Teaching and Training

The Specialist agrees to support and participate in undergraduate and postgraduate training as directed by the Clinical School or the Head of the relevant Unit.

18.3 Save as may be permitted by the Health Service, the services required to be provided by a Visiting Specialist must be provided personally. However, the Campus/Health Service may permit a locum approved by it to provide clinical services which would otherwise be provided by the Visiting Specialist, subject to the Visiting Specialist making such arrangements with the Health Service a reasonable period prior to the commencement of an anticipated absence of the Visiting Specialist.

19. PERFORMANCE CRITERIA AND REVIEW

19.1 The Specialist and the Health Service agree to finalise performance criteria for a Specialist having regard to the duties of the Specialist within six (6) months of certification of this Agreement (or such other time as is mutually agreed).

19.2 The performance of the Specialist shall be subject to periodic review by the Health Service once every twelve (12) months, commencing 1 July 2003.

19.3 The Health Service must give the Specialist at least seven (7) days notice in writing of the date when a performance review is to be conducted and the review must be concluded within one (1) month of that date.

19.4 Within one (1) month or as soon as practicable after the conclusion of the review, the Health Service must prepare and send to the Specialist a statement which sets out:

19.4.1 the outcome of the review;

19.4.2 any directions and recommendations of the Health Service in respect to the Specialist's performance;

19.4.3 any proposal to vary the performance criteria.

20. CONTINUOUS IMPROVEMENT

20.1 The Parties recognise that the Health Service's operational effectiveness depends upon making continuous improvements to the way in which it performs.

20.2 Therefore, the Parties agree that there will be full support of, full involvement in and full commitment to the ongoing process of continuous improvement.

21. EXCLUSION OF CONFLICTING ACTIVITIES

21.1 Subject to the private practice provisions of this Agreement or unless otherwise agreed, the Specialist may not engage or be interested either directly or indirectly in any trade or business occupation which:

21.1.1 conflicts with the interests of the Health Service or the Campus; or

21.1.2 compromises the capacity of the Specialist to perform the duties or provide the services under this Agreement.

21.2 nothing in this clause affects the right of a Visiting Specialist to accept an appointment at another hospital or to undertake private medical practice.

22. CONFIDENTIAL INFORMATION

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

22.2 On completion or termination of his/her employment, the Specialist must immediately deliver to the Health Service all books, notes and other records based on or incorporating information referred to in this Agreement, and all keys, computer software or other property relating to the business of the Health Service which belongs to the Health Service or relates to the duties of the Specialist during the period of the employment.

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

23. REMUNERATION OF SPECIALISTS

23.1 Subject to the Specialist at all times carrying out the duties as requested and the performance by the Specialist of the obligations set out in this Agreement, the Specialist is entitled to the rates of remuneration set out in Parts 2, 3 and 4 inclusive of Fringe Benefits Tax ("Total Remuneration Package").

23.2 Remuneration Packaging may be taken in accordance with the salary packaging policy of the Health Service.

23.3 Where the Health Service increases a Specialist's remuneration during the year, the Specialist is entitled to restructure their Employment Benefits at 1 January in the following year unless otherwise mutually agreed.

23.4 If there is any increase in the cost to the Health Service of the Employment Benefits being provided, arising from any cause whatsoever, the Health Service has the right after notifying the Specialist to alter the level of Employment Benefits by converting benefits to salary to the extent necessary to maintain the same level of cost to the Health Service of the Specialist's existing Total Remuneration Package.

23.5 Superannuation Payments - In addition to the remuneration of each specialist, the Health Service shall contribute 9% of ordinary time earnings to either Health Super or HESTA for the benefit of the specialist. The percentage contribution will be increased during the life of the agreement in accordance with the percentage established by the *Superannuation Guarantee (Administration) Act* (Cth). The fund shall be selected by the Specialist. In the absence of the Specialist indicating their preference regarding the appropriate superannuation fund, payments shall be made by the Health Service into Health Super.

24. INCAPACITY

24.1 If the Specialist is incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control (the incapacity) from discharging in full the duties required of the Specialist for a period longer than three months after the expiration of all annual and sick leave entitlements then the Health Service has the right, subject to the provisions of the *Workplace Relations Act 1996*, by notice in writing to the Specialist, to terminate his or her employment.

24.2 The Health Service may at any time and from time to time, so long as the incapacity continues, require the Specialist to provide satisfactory evidence of such incapacity and the cause thereof, subject always to the law relating to medical confidentiality.

24.3 The Specialist is entitled to pro-rata payment of any salary or other emolument or benefit in respect of any period during which the Specialist is able to perform part only of the duties. If the Specialist fails for any reason to perform the duties, the Specialist is not entitled to any payment.

24.4 Nothing in this clause affects a Specialist's rights under the *Accident Compensation Act 1985*.

24.5 If the incapacity arises as a result of the Specialist providing services to the Health Service, the Specialist shall be entitled to have his/her remuneration made up to the remuneration he/she would have otherwise received (not including On Call or Recall payments) but for the incapacity up to a maximum of thirty-nine (39) weeks in any one year of service.

25. TERMINATION OF EMPLOYMENT

25.1 Either the Health Service or the Specialist may terminate employment by giving three months notice of termination in writing. The Health Service has the right to make payment in lieu of giving notice.

25.2 If Major Change Processes result in the abolition of the Specialist's position and there is no equivalent position available to which the Specialist may be deployed within the Health Service, then the Specialist shall be entitled, in addition to his/her statutory

entitlements, to a redundancy package as funded for and provided by the State Government.

25.3 Except for summary dismissal, if the Health Service for any reason is considering terminating the Specialist's employment, the Health Service must, before giving notice of termination to the Specialist, consult and confer with the Specialist and give the Specialist the reasons for and details of the proposed action. If the proposed termination relates to the Specialist's behaviour the Specialist must be given an appropriate written warning or if due to unsatisfactory performance, must be given appropriate instructions, a written warning and the opportunity for a reasonable period of time to improve that performance.

25.4 Provided the Health Service complies with the requirements of the *Workplace Relations Act 1996*, the Health Service may summarily dismiss the Specialist at any time without the requirement to give notice, counselling or warning if the Specialist is guilty of misconduct such as would at common law give the right to summary dismissal. For the purposes of this clause, 'misconduct' may include but is not limited to:

25.4.1 neglect of duty of a serious nature or acts of dishonesty;

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

25.4.3 revocation of the Specialist's clinical credentials;

25.4.4 failure to carry out lawful requests or directions;

25.4.5 alcohol abuse or improper drug or substance use adversely affecting the performance and behaviour of the Specialist;

25.4.6 ceasing to hold current registration as required by the *Medical Practice Act 1994*, such other registration as is acceptable to the Health Service or ceasing to hold membership of a recognised medical defence Organisation;

25.4.7 being found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the *Medical Practice Act 1994* or having any limitation, condition or restriction imposed on the Specialist's right to practice by the Medical Board of Victoria.

25.4.8 failing to meet the standards required by the Specialist's specialist medical college in respect of continuing education of the Specialist;

25.4.9 being found guilty of an indictable offence under the *Crimes Act 1958*.

26. MAJOR CHANGE PROCESSES

26.1 The Health Service agrees that if it is decided to introduce Major Organisational Change or New Technology and the Health Service considers that change or technology is likely to significantly affect the Specialist, then the Health Service must consult the Specialist and;

- 26.1.1** provide a proposed timetable for and all relevant documentation about the proposed changes;
 - 26.1.2** advise the Specialist of the reasons for the change and likely effect of such change;
 - 26.1.3** discuss measures to mitigate any adverse affects on the Specialist;
 - 26.1.4** give prompt consideration to any matters raised by the Specialist with respect to the proposed change.
- 26.2** Nothing in this clause requires the Health Service to disclose Confidential Information to the Specialist but the Health Service shall endeavour to meet the reasonable requests of the Specialist where the Confidential Information will assist the consultation process. Such information as may be provided will remain privileged as between the parties and not be disclosed otherwise by the Specialist.

27. REDEPLOYMENT AND REDUNDANCY

- 27.1** If Major Organisational Change or New Technology results in a Specialist's position being superfluous to the Health Services requirements, the Health Service must endeavour to redeploy the Specialist elsewhere in the organisation in an equivalent position.
- 27.2** If redeployment to an equivalent position is not possible then the Health Service may offer to redeploy the Specialist in another specified position. If the Specialist accepts this offer the Health Service must continue to pay the full amount of remuneration set out in the Remuneration Schedule consistent with the Specialist's Full time Salary or Fractional Allocation for three (3) months from the date on which the Specialist agrees to work under this Agreement in the other position.
- 27.3** If the Health Service is unable to re-deploy the Specialist, the Health Service shall pay two (2) weeks salary prorated per year of continuous service with the Health Service up to ten (10) years to a maximum of (20) weeks. A "Weeks Salary" means the fractional or Full time rate, of pay for the Specialist for the week.

28. DISPUTES

28.1 Framework for Resolution

- 28.1.1** The parties intend that most issues will be resolved informally between a Specialist and the Specialist'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 Specialist's or stand downs by the Hospital.
- 28.1.2** 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
- 28.1.3** Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.

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

28.2 Process for Resolving Disputes

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

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

28.2.4 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*.

29. INSURANCE

29.1 The Health Service represents to all Specialists intending that the Specialists rely on the representation, that under the Liability and Malpractice Insurance Contract made between the Victorian Managed Insurance Authority and the Minister for Human Services for the State of Victoria and in force at the date of this Agreement the Health Service is a named insured therein and all Specialists are entitled to indemnity subject to the terms and conditions of that insurance contract.

29.2 The Specialist acknowledge the requirement to maintain membership of recognised medical defence organisations, and that the insurance contract referred to in this Agreement provides very limited indemnity to the Specialist for any legal liability arising in connection with the Specialist's treatment of Private and Compensable Patients other than in the case of an agreed Dillon type fund arrangement.

30. NOTICES

Any notice required to be given under this Agreement must be delivered to the Health Service at 185 Cooper Street, Epping 3076 and if to the Specialist, must be delivered or sent by pre-paid post to the Specialist's last known address. Any notice given accordingly to this clause is deemed to have been served at the time of delivery, if delivered, and on the day following posting, if posted.

31. SALARIES AND ALLOWANCES

31.1 Salaries and allowances 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.

31.2 Salary increases under this agreement apply to the "base" salary described in the relevant Award/Agreement/Contract for each member of medical staff. However, 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.

32. STAND DOWN

The Health Service may deduct payment for any part of a day during which a Specialist cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Health Service cannot reasonably be held responsible. This does not break the continuity of employment of a Specialist for the purpose of any entitlements.

33. ANNUAL LEAVE

33.1 A Specialist is entitled to Four (4) weeks paid leave shall accrue at the end of each year of employment prorated provided that the Specialist must take leave within twelve (12) months of it accruing. One (1) week’s additional paid leave accrues for each year of employment that a Full time Specialist is required to be On Call by the Health Service (prorated).

33.2 Annual leave accrued by the Specialist by virtue of continuous service with the Health Service as at the commencement date of this Agreement shall be credited to the Specialist pursuant to the Health Service’s policy.

33.3 The Health Service may, upon giving the Specialist a minimum of six (6) weeks written notice require the Specialist to take annual leave where such annual leave has accrued in excess of four (4) weeks.

34. COMPASSIONATE LEAVE

34.1 Upon notification to the Chief Executive Officer or nominee the Specialist is entitled:

34.1.1 on the death or serious illness within Australia of an immediate family member;

34.1.2 on the death outside Australia of a wife, husband or defacto spouse, mother, father, sister, brother or child;

to leave without deduction of pay up to and including the day of the funeral of such relative and such leave is for a period not exceeding two working days. Proof of such death or illness must be furnished by the Specialist to the satisfaction of the Chief Executive Officer or nominee. This Clause has no operation while this period of entitlement coincides with any other period of leave.

35. CONFERENCE LEAVE

A Specialist is entitled to Two (2) weeks paid leave per each year of employment. Conference leave can be accrued to a maximum of twenty (20) days in any two (2) year period, but the accrual of conference leave does not carry the right to be paid for any untaken conference leave on the termination of the Specialist’s employment with the Health Service. The

Specialist must seek prior approval to attend from the Department Head or nominee and provide the Director Clinical Services with a written report of conferences attended.

36. FAMILY LEAVE

A Specialist with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, up to 5 days family leave (from accrued sick leave entitlements) per year for absences to provide care and support for such person when they are ill.

37. LONG SERVICE LEAVE

37.1 The Specialist is entitled upon the completion of ten (10) years continuous service with the Health Service to four (4) months prorated long service leave and thereafter an additional two (2) months prorated long service leave on the completion of each additional five (5) years service with the Health Services prorated.

37.2 If the Health Services and the Specialist agree, the Specialist who is entitled to long service leave may take the whole or part of that leave at:

37.2.1 Half the Rate of Remuneration for a period equal to twice the period to which the Specialist would otherwise be entitled subject to appropriate rostering within the Specialists department; or

37.2.2 Twice the Rate of Remuneration for a period equal to half the period to which the Specialist would otherwise be entitled.

37.3 “Rate of remuneration” for Visiting Specialists means either the rate of remuneration at the date of commencement of the leave or the average rate of remuneration paid to the Visiting Specialist in the immediate prior 12 month period, whichever is greater.

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

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

37.6 Upon the death (from any cause) of the Specialist who, at the date of death was eligible for a grant of long service leave, the Network shall pay to the personal representative of the deceased Specialist the amount that the Specialist would have been entitled to receive had he/she retired immediately prior to the date of his/her death. Upon the death of the Specialist while on long service leave, the Health Service shall pay to the personal representative of the deceased Specialist a sum equal to the amount which would have been payable to the Specialist had he/she retired

immediately prior to his/her taking such leave any amount already paid to the Specialist in respect of such leave.

38. PARENTAL LEAVE

A Maternity and Adoption leave

(1) General

- (a) A female specialist who has completed twelve months' continuous service with the Health Service, and produces to the Health Service a certificate of a registered specialist stating that she is pregnant and specifying the day on which it is expected that she will give birth, will be entitled to leave with pay for a continuous period of six weeks commencing:
 - (i) six weeks prior to the expected date of birth; or
 - (ii) at such time within six weeks prior to the expected date of birth as the specialist elects where she produces a certificate of a registered specialist certifying fitness for duty; or
 - (iii) where the birth occurs earlier than six weeks prior to the expected date of birth, on the day she ceases duty on account of the birth.
- (b) A female specialist who has completed twelve months' continuous service with the Health Service and submits to the Health Service satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of a child for adoption will be entitled to leave with pay for a continuous period of six weeks commencing from the date of placement of the child with her.
- (c) The specialist will be entitled to such additional leave without pay as will bring the aggregate leave granted to a maximum period of fifty-two weeks.
- (d) A specialist who has not completed twelve months' continuous service with the Health Service will be entitled to leave without pay for a maximum period of fifty-two weeks.
- (e) Where the pregnancy of a specialist terminates earlier than twenty weeks prior to the expected date of delivery, her entitlement to any maternity leave will cease.

(2) Other entitlements to paid leave

- (a) A specialist who is entitled to leave without pay may in lieu of the whole or part of that leave without pay, utilise the whole or part of any annual leave or long service leave to which she is entitled provided that the aggregate of all leave does not exceed 52 weeks.
- (b) A specialist may not utilise sick leave or any other paid authorised leave under this agreement (other than annual leave and long service leave) whilst on maternity leave.

- (3) Leave counts as service
- (a) Leave of absence granted in accordance with this clause will be counted as service for the purpose of assessing annual leave, incremental progression, long service leave and sick leave, subject to the following:
- (i) the maximum period to count as service for purposes of calculating annual leave is twenty-six weeks; and
- (ii) the maximum period to count as service for purposes of calculating long service leave is the period of leave with pay.
- (4) Transfer to a safe job
- (a) Where in the opinion of a registered specialist, illness or risks arising out of the pregnancy or hazards with the work assigned to the specialist make it inadvisable for her to continue at her normal work, she will, if the Health Service deems it practicable, be transferred to a safe job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the Health Service may require the specialist to take leave for such period as is certified necessary by a registered specialist.
- (5) Returning to work after a period of maternity leave
- (a) A specialist who is on maternity leave must confirm her intention of returning to work by notice in writing to the Health Service at least four weeks prior to the expiration of her period of maternity leave.
- (b) A specialist, upon the expiration of the notice required by clause 26.1.5(a), will be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of a specialist who was transferred to a safe job pursuant to clause 26.1.4(a), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which she is qualified and the duties of which she is capable of performing, the specialist will be entitled to a position as nearly comparable in status and salary to that of her former position as possible.
- (6) Replacement Employees
- (a) A replacement employee is a specialist specifically engaged as a result of a specialist proceeding on maternity leave.
- (b) Before the Health Service engages a replacement specialist, the Health Service shall inform that person of the temporary nature of the employment and of the rights of the specialist who is being replaced.
- (c) Before the Health Service engages a person to replace a specialist temporarily promoted or transferred in order to replace a specialist exercising her rights under this subclause, the Health Service shall inform that person of the temporary nature of the promotion or transfer and of the rights of the specialist who is being replaced.

- (d) The Health Service is under no obligation to engage a replacement specialist.
- (e) A replacement specialist will not be entitled to any of the rights conferred by this Clause except where her employment continues beyond the twelve months' qualifying period.

B. Paternity leave and Adoption leave

- (1) A male specialist who has completed twelve months' continuous service with the Health Service and furnishes a statutory declaration that he:
 - (a) is the father of a child; or
 - (b) has accepted responsibility for the care of a child; or
 - (c) has been accepted as an approved applicant for adoption,will be entitled to five days' paternity leave with pay, which need not be taken consecutively, for the purposes of caring for such child or mother of the child.
- (2) Paternity leave may be commenced one week prior to the expected date of birth or adoption and will not be granted later than six weeks after the actual date of birth or placement of the child.
- (3) If the pregnancy terminates other than by way of the birth of a child, paternity leave may be taken in the period up to six weeks after the termination.
- (4) Paternity leave will not be granted in respect of a pregnancy that terminates more than twenty weeks before the expected date of birth of the child.

39. PUBLIC HOLIDAYS

39.1 Entitlement to public holidays

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

- 39.1.1(a)** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 39.1.1(b)** the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day, on the day for which it is gazetted; and
- 39.1.1(c)** one other day being specified according to the State, or on some other basis.

39.2 Public holidays falling on a weekend

- 39.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 39.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

39.2.3 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.

39.3 Prescription of additional days

Where public holidays are declared or prescribed by the State of Victoria on days other than those set out in clauses 39.1 and 39.2 above, those days shall constitute additional holidays for the purpose of this agreement.

39.5 Easter Saturday

A Full-time Specialist 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. This entitlement does not apply to Visiting Specialists.

39.6 Additional payment

A practitioner who is required to work on a day specified in clauses 39.1 and 39.2, 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.

40. SABBATICAL LEAVE

40.1 The Specialist is entitled to a maximum of twenty-six (26) weeks paid leave for each six (6) years of continuous employment. For Full time medical staff this leave may be taken in four (4) week periods whilst for visiting medical officers the leave may be taken at twice the rate of pay for a period equal to half the period to which the Visiting Specialist would otherwise be entitled. Sabbatical leave must be paid at the rate of remuneration for the Specialist as at the date of commencement of the leave.

40.2 To be entitled to leave the Specialist will generally be required to meet the following criteria.

40.2.1 The Specialist is a Specialist of at least three (3) years standing and has engaged in medical under-graduate and graduate teaching in the health service.

40.2.2 The dominant purpose of the leave is to undertake a course of study or research related to the Specialists work.

40.2.3 The course of study or research is of benefit to the Health Service and is approved by the Health Service.

40.3 It is an expectation of the Health Service granting sabbatical leave and meeting the costs of the leave that the Specialist must return to the employment of the Health Service for a minimum of two (2) years after the completion of the sabbatical leave. The Health Service reserves the right to recover from the Specialist any expenses paid by the Health Service to and on behalf of the Specialist whilst on sabbatical leave in excess of salary should the Specialist leave the employment of the Health Service (other than for redundancy or termination by the Health Service) within two (2) years of the taking of sabbatical leave.

- 40.4** The Health Service must recognise the Specialist's employment in excess of six (6) months in the Australian Defence Forces when calculating the continuous period of employment required.
- 40.5** Upon termination the Specialist will have no entitlement to remuneration for any accrued sabbatical leave.
- 40.6** A Specialist applying for sabbatical leave must provide nine (9) months notification of their intention to take sabbatical leave unless otherwise agreed. If the Health Service does not approve the taking of leave within three (3) months the matter must be referred for resolution in accordance with the dispute settling procedure of the agreement.
- 40.7** Sabbatical leave shall not accrue to an entitlement of longer than 6 months. Pro-rata accrual for subsequent sabbatical leave shall commence after each six years of service even if the whole of the previously accrued leave entitlement has not been taken.

41. SICK LEAVE

For each year of service with the Health Service, twenty-eight (28) working days per year sick leave paid pro rata to the percentage of Equivalent Full time worked by the Specialist. This leave may accumulate from year to year.

42. DEFENCE FORCES LEAVE

(a) Service with the Defence Reserve is regulated by the Commonwealth Defence Reserve Service (Protection) Act 2001 as amended from time to time. Employees volunteering to perform defence reserve service provide a valuable contribution to the Australian community recognised by the parties to this agreement.

(b) Where a Specialist is required to provide ordinary reserve service, such as attending an annual training camp or meeting other reservist training requirements; or where the Australian Defence Force requests the voluntary services of a Specialist reservist; or where a Specialist reservist volunteers to provide defence services without an Australian Defence Force request for their service, the Specialist may be granted such leave with pay:

(i) for its duration where the requirement does not exceed 14 days; or

(ii) for its duration in excess of 14 days up to a maximum of 78 weeks continuous service where the Commanding Officer of the relevant service certifies such service and where the Specialist support an application under the Commonwealth Health Service Support Payment Scheme.

(c) The Health Service will not ordinarily withhold approval for requests under clause 21.6.2 unless there are exceptional circumstances involving the Specialist's work or the number of training courses exceeds two in any one year. In such circumstances the Specialist's manager will negotiate with the Specialist and the Australian Defence Force to arrive at a mutually agreeable outcome.

(d) In connection with leave approved under sub-clause 21.6.2 (b), the Specialist may be paid only the amount (if any) by which the pay (exclusive of any overtime, penalty rates, higher duties or other allowance or payment of a temporary character) such employee would have received had he or she remained on duty exceeds the pay (including marriage and separation allowances) received by reason of attendance at a camp or training course or by providing voluntary service.

(e) Where a Specialist is unable to meet the requirements under sub-clause 21.6.2 (b); or where the call out provisions of the Commonwealth Act are used, the Specialist may be granted leave without pay to meet the defence service requirements.

(f) A Specialist may, at his or her election, be granted any recreation leave due to him or her in lieu of an equivalent period of leave under this clause.

(g) A Specialist who requires leave under this clause shall submit, in writing, an application to the Health Service and the relevant application form for the Commonwealth Health Service Support Payment Scheme, and, upon completion of the period of such leave shall furnish satisfactory evidence that he or she has attended for the purpose for which the leave was granted.

(h) Any period of leave granted to a Specialist under this clause shall not affect the incremental progression, accruing recreation and sick leave credits, or eligibility for long service leave of such employee.

(i) A Specialist who, while serving with the Australia Defence Force, sustains injury or contracts illness necessitating absence from duty beyond the period of leave granted under this clause may be granted leave on the following terms:

(i) If compensation is not paid to the Specialist by the appropriate Commonwealth Health Service in respect of such absence the leave may be granted as sick leave; or

(ii) If compensation is paid and is equal to or exceeds the amount of pay which the Specialist would have received had he or she been granted sick leave, the leave shall be granted without pay; or

(iii) If compensation is paid and is less than the amount of pay which the Specialist would have received had the Specialist been granted sick leave, he or she may be paid an amount equal to the difference, and his or her sick leave credit with full pay or half pay (as the case may be) reduced as if sick leave had been granted for such number of days as is appropriate to the amount of the difference.

43. SPECIAL PAID LEAVE

The parties agree that commensurate with the Health Services commitment to Teaching, Training and Research and the practice of medicine that Special Paid Leave may be granted to Specialists for the purpose of advancing medicine eg: supervision of examinations and other College based activities. This provision is however strictly based on the following conditions:

- (a) that the Specialists Health Service commitments can be met,
- (b) that other than for identifiable and exceptional circumstances at least four weeks notice is given in accordance with the Health Service leave delegation policy prior to the period of special leave, and

- (c) that the period of special leave is agreed prior to the leave being taken.

44. PROVISION OF MOBILE TELEPHONES

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

45. TELEPHONE CALLS

45.1 The Health Service will introduce a protocol to govern the use of telephone consultations with Specialists who are on-call. The protocol will include the following governing points

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

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

46. PHYSICAL WORKING CONDITIONS

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

- (a) Access for Specialists 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 Specialist 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 Specialists to Internet and e-mail facilities for work purposes;
- (e) Availability of an office for Specialists for private discussion with patient's relatives;
- (f) Access for Specialists to a security escort at night.

46.2 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.

**PART 2 SPECIFIC ADDITIONAL CONDITIONS APPLYING TO
FULL TIME SPECIALISTS**

47. REMUNERATION (FULL TIME SPECIALISTS)

47.1 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 commencing on or after 1 July 2002.

Pay Code	Classification	Period of Service	A Ordinary Weekly Rate (Private practice entitlement)	B Ordinary Weekly Rate (No private practice entitlement)
MS 11	(Specialist)	Year 1	\$1,733.25	\$1,906.55
MS 12		Year 2	\$1,766.90	\$1,943.50
MS 13		Year 3	\$1,800.30	\$1,980.30
MS 21	(Senior Specialist)	Year 4	\$1,925.15	\$2,117.70
MS 22		Year 5	\$2,002.05	\$2,202.30
MS 23		Year 6	\$2,083.05	\$2,291.40
MS 24		Year 7	\$2,165.45	\$2,382.05
MS 25		Year 8	\$2,252.00	\$2,477.20
MS 19		Year 9	\$2,295.25	\$2,526.00
MS 26	Principal Specialist L1	Bottom of range	\$2,342.70	\$2,576.90
MS 20	Principal Specialist L1	Top of range	\$2,493.10	\$2,742.35
MS 27	Principal Specialist L2	Bottom of range	\$2,436.00	\$2,679.54
MS 28	Principal Specialist L2	Top of range	\$2,494.65	\$2,744.20
MS 29	Executive Specialist	Bottom of range	\$2,494.65	\$2,744.20
MS 30	Executive Specialist	Top of range	\$2,868.80	\$3,155.75
	Medical Administrator	Year 1	\$1,982.90	\$2,117.70
		Year 2	\$2,062.10	\$2,202.30
		Year 3	\$2,145.55	\$2,291.40
		Year 4+	\$2,230.45	\$2,382.05

47.2 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 commencing on or after 1 January 2003

Pay Code	Classification	Period of Service	A Ordinary Weekly Rate (Private practice entitlement)	B Ordinary Weekly Rate (No private practice entitlement)
MS 11	(Specialist)	Year 1	\$1,785.25	\$1,963.75
MS 12		Year 2	\$1,819.90	\$2,001.80
MS 13		Year 3	\$1,854.30	\$2,039.70

MS 21 (Senior Specialist)	Year 4	\$1,982.90	\$2,181.25
MS 22	Year 5	\$2,062.10	\$2,268.35
MS 23	Year 6	\$2,145.55	\$2,360.15
MS 24	Year 7	\$2,230.40	\$2,453.50
MS 25	Year 8	\$2,319.55	\$2,551.50
MS 19	Year 9	\$2,364.10	\$2,601.80
MS 26 Principal Specialist L1	Bottom of range	\$2,412.95	\$2,654.20
MS 20 Principal Specialist L1	Top of range	\$2,567.90	\$2,824.60
MS 27 Principal Specialist L2	Bottom of range	\$2,509.05	\$2,759.95
MS 28 Principal Specialist L2	Top of range	\$2,569.50	\$2,826.50
MS 29 Executive Specialist	Bottom of range	\$2,569.50	\$2,826.50
MS 30 Executive Specialist	Top of range	\$2,954.90	\$3,250.40
Medical Administrator	Year 1	\$1,982.93	\$2,181.21
	Year 2	\$2,062.12	\$2,268.36
	Year 3	\$2,145.56	\$2,360.13
	Year 4+	\$2,230.44	\$2,453.49

47.3 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 commencing on or after 1 January 2004

Pay Code	Classification	Period of Service	A	B
			Ordinary Weekly Rate (Private practice entitlement)	Ordinary Weekly Rate (No private practice entitlement)
MS 11 (Specialist)		Year 1	\$1,838.81	\$2,022.66
MS 12		Year 2	\$1,874.50	\$2,061.85
MS 13		Year 3	\$1,909.93	\$2,100.89
MS 21 (Senior Specialist)		Year 4	\$2,042.39	\$2,246.69
MS 22		Year 5	\$2,123.96	\$2,336.40
MS 23		Year 6	\$2,209.92	\$2,430.95
MS 24		Year 7	\$2,297.31	\$2,527.11
MS 25		Year 8	\$2,389.14	\$2,628.05
MS 19		Year 9	\$2,435.02	\$2,679.85
MS 26 Principal Specialist L1		Bottom of range	\$2,485.34	\$2,733.85
MS 20 Principal Specialist L1		Top of range	\$2,644.94	\$2,909.35
MS 27 Principal Specialist L2		Bottom of range	\$2,584.32	\$2,842.75
MS 28 Principal Specialist L2		Top of range	\$2,646.59	\$2,911.30

MS 29 Executive Specialist	Bottom of range	\$2,646.59	\$2,911.30
MS 30 Executive Specialist	Top of range	\$3,043.55	\$3,347.90
Medical	Year 1	\$1,982.93	\$2,181.20
Administrator	Year 2	\$2,062.12	\$2,268.35
	Year 3	\$2,145.56	\$2,360.15
	Year 4+	\$2,230.44	\$2,453.50

47.4 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 commencing on or after 1 January 2005

Pay Code	Classification	Period of Service	A	B
			Ordinary Weekly Rate (Private practice entitlement)	Ordinary Weekly Rate (No private practice entitlement)
MS 11	(Specialist)	Year 1	\$1,893.97	\$2,083.34
MS 12		Year 2	\$1,930.73	\$2,123.71
MS 13		Year 3	\$1,967.23	\$2,163.92
MS 21	(Senior Specialist)	Year 4	\$2,103.66	\$2,314.09
MS 22		Year 5	\$2,187.68	\$2,406.49
MS 23		Year 6	\$2,276.21	\$2,503.88
MS 24		Year 7	\$2,366.23	\$2,602.92
MS 25		Year 8	\$2,460.81	\$2,706.89
MS 19		Year 9	\$2,508.07	\$2,760.25
MS 26	Principal Specialist L1	Bottom of range	\$2,559.90	\$2,815.85
MS 20	Principal Specialist L1	Top of range	\$2,724.29	\$2,996.60
MS 27	Principal Specialist L2	Bottom of range	\$2,661.85	\$2,928.00
MS 28	Principal Specialist L2	Top of range	\$2,725.98	\$2,998.65
MS 29	Executive Specialist	Bottom of range	\$2,725.98	\$2,998.65
MS 30	Executive Specialist	Top of range	\$3,134.85	\$3,448.35
	Medical	Year 1	\$1,982.93	\$2,181.20
	Administrator	Year 2	\$2,062.12	\$2,268.35
		Year 3	\$2,145.56	\$2,360.15
		Year 4+	\$2,230.44	\$2,453.50

47.5 Where a specialist's remuneration has been agreed as an "annualised" salary pursuant to an individual contract in addition to this agreement, contract rates for each such member of medical staff will be increased by 3% from the first pay period to commence on or after 1 July 2002; from the first pay period to commence on or after 1 January 2003; from the first pay period to commence on or after 1 January 2004; and from the first pay period to commence on or after 1 January 2005.

48 PROGRESSION (FULL TIME SPECIALISTS)

Progression between year levels within each classification will, in part, be dependent upon a Specialist completing a minimum of one thousand (1000) hours paid work relevant to their speciality in a calendar year and subsequent to the completion of their Higher Qualification. The Health Service will also have regard to the Specialist satisfying their individual Performance Indicators and the definitional requirements as set out in this Agreement of each new classification prior to progression.

49. ADDITIONAL BENEFITS (FULL TIME SPECIALISTS)

49.1 Continuous Duty (Full time Specialists) - All Full time Specialists will be paid Continuous Duty Allowance of 10% in addition to the Ordinary Weekly Rate. The Continuous Duty Allowance is in recognition that Full time Specialists 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. When such continuous duty hours are worked, a Full time Specialist will not be entitled to additional payment.

49.2 On-Call payments (Full time Specialists) - Where the Health Service requires a Full time Specialist to be On Call, the Health Service shall formally advise the Full time Specialist of this in writing and shall provide an additional one (1) weeks annual leave and a ten percent (10%) On Call Allowance calculated on the ordinary weekly rate of the Full time Specialist as outlined in Schedule B in consideration of this requirement.

49.2.1 Where a Full time Specialist does not agree to participate in the rostered On Call arrangements, they are not eligible to receive an additional one (1) week's annual leave or the ten percent (10%) On Call Allowance referred to above.

49.3 Private Practice Allowance (Full time Specialists) - The ordinary weekly rate outlined in column A relates to those Full time Specialists who have an entitlement to Private Practice Fund income by virtue of being a member of a Private Practice Fund operated within the Health Service whereas Full time Specialists who do not have access to Private Practice income shall be paid according to column B.

49.4 Other Payments - In addition to monetary remuneration and Employment Benefits a Full time Specialist is entitled to the following benefits and allowances which are excluded from the calculation of the annual cost to the Health Service of the Total Remuneration Package:

49.4.1 Re-call Payments (Full time Specialists other than Anaesthetists) - If a Full time Specialist is recalled to a Campus the Specialist is entitled to be paid 150% of their ordinary hourly rate, 200% of their hourly rate during weekends and a maximum of one (1) hours travelling time each time the Specialist is recalled.

49.4.1 Re-call Payments (Full time Anaesthetists) - If a Full time Anaesthetist is recalled to a Campus the Anaesthetist is entitled to be paid fee-for-service in accordance with the AMA Relative Value Guide (RVG) as it applies from time to time at the following rate of per unit:

Operative from the 1st pay period to commence on or after	Anaesthetic RVG Unit Value
1 January 2003	\$27.20
1 January 2004	\$28.00
1 January 2005	\$28.85

- 49.4.2 Meetings Payments (Full time Specialists)** - 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 Health Service.
- 49.4.3 Higher duties (Full time Specialists)** - 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.
- 49.4.4 Overtime (Full time Specialists)** – 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.
- 49.4.5 Business Travel (Full time Specialists)** - Where a Full time Specialist is undertaking work pursuant to this Agreement and is requested by the Health Service to travel to another Campus, expenses incurred shall be reimbursed in accordance with Victoria Public Service rates as circularised from time to time upon completion of a travelling expenses claim form which will need to be submitted to the Finance Division.
- 49.4.6 Medical Indemnity** – The Health Service shall reimburse Full time Specialists’ membership costs to a medical defence organisation and appropriate medical organisations.

50. PRIVATE PRACTICE (FULL TIME SPECIALISTS)

- 50.1** A Full time Specialist with a Medical Appointment of twelve (12) months or more shall be eligible to treat private patients within the Health Service.
- 50.2** In the event of the Funds (in their current form and with their current range of contributors) being unable to sustain the level of disbursements which have been determined by the Private Practice Funds' Trustees, the Health Service will review the terms of this Agreement.
- 50.3** Where a Full time Specialist is not a member of a Fund, the Full time Specialist's rights of private practice (subject to a mutually agreed Facility Fee if relevant) may be exercised at any Campus for which the Specialist has admitting rights and these rights terminate either upon the expiry of the Medical Appointment or the employment of the Full time Specialist, whichever is the earlier.
- 50.4** The Health Service and the Full time Specialists shall review the operations of the Funds within six (6) months of certification of this Agreement.

51. HOURS OF DUTY (FULL TIME SPECIALISTS)

- 51.1** Ordinary Hours - 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, Monday to Friday, during a minimum of sixteen (16) days per four (4) week period. The 38-hour week will be effective from the 1 July 2004. The Full time Specialist must be available to perform duties outside those ordinary hours of duty.
- 51.1.1** Full time Specialists are required to work a minimum of 70% clinical sessions, except at the discretion of the Head of the Department who may reduce this.
- 51.1.2** Full time Department Heads and Deputy Department Heads are each required to work a minimum of 50% clinical sessions.
- 51.2** On-Call - The Health Service shall require a Full time Specialist to be On Call in this event, the Department Head and the Full time Specialist shall mutually agree on the rostered On Call arrangements relevant to the specific Department.
- 51.2.1** The Specialist shall ensure that they have access to an appropriate means of transport.

PART 3 SPECIFIC ADDITIONAL CONDITIONS APPLYING TO VISITING SPECIALISTS

52. REMUNERATION (VISITING SPECIALISTS)

(The abbreviation “HPW” in the tables below refers to the fractional allocation and means “hours per week”.)

52.1 A Visiting Specialist shall be paid the hourly rate set out below from 1 July 2002.

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min 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

52.2 A Visiting Specialist shall be paid the hourly rate set out below from 1 January 2003.

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min 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

52.3 A Visiting Specialist shall be paid the hourly rate set out below from 1 January 2004.

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min 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

52.4 A Visiting Specialist shall be paid the hourly rate set out below from 1 January 2005.

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min 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

52.5 The classification definitions for Visiting Specialists shall be the same as those for full time specialists.

53 ADDITIONAL BENEFITS (VISITING SPECIALISTS)

53.1 ON-CALL (VISITING SPECIALISTS)

53.1 A visiting specialist is entitled to the following payments in respect of on-call / re-call services.

53.1.1 A Visiting Specialist may be required to be on-call or available to attend the campus for medical emergencies. The Visiting 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.

53.1.2 The on-call periods generally mean between the hours of 1800 hrs and 0800 hrs Monday to Friday all weekend and Public Holidays.

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

53.2 ON-CALL PAYMENTS (VISITING SPECIALISTS)

53.2.1 “**Exclusive on-call**” (**Visiting Specialists**) means a period of on-call where a Visiting Specialist is required to be on-call only to a specified campus and available to attend the campus as soon as clinically required, usually within thirty minutes for life threatening emergencies. The pay per on-call period is three and a half hour’s pay at the Specialist’s hourly rate.

53.2.2 “**Consultative on-call**” (**Visiting Specialists**) means a period of on-call where the Visiting Specialist is required by the Health Service 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 a specified campus. The pay per on-call period is equivalent to one hour’s pay at the Specialist’s hourly rate.

53.2.3 “Availability (Visiting Specialists) means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available having regard to other commitments including on-call to other institutions to return to a specified campus. The pay per on-call period is equivalent to thirty minute’s pay at the Specialist’s hourly rate.

53.3 The Health Service shall advise visiting specialists where the Health Service has no expectation of a visiting specialist being available for telephone consultation and being prepared, if available, having regard to other commitments, including on-call to other institutions, to return to a specified campus.

54. RE-CALL PAYMENTS (VISITING SPECIALISTS OTHER THAN FOR VISITING ANAESTHETISTS)

54.1 The parties acknowledge that certain specialties may elect after consultation and agreement of the Health Service to receive re-call payments. In recognition of receiving such re-call rates, the Visiting Specialists agree to provide an on-call service to the Health Service.

54.2 Re-call rates if paid Exclusive or Consultative on-call

Operative from the 1 st pay period o commence on or after	0800 to 1800 Monday to Friday	1800 to midnight Monday to Friday and 0800 to midnight Saturday, Sunday and Public Holidays Per Hour	Midnight to 0800 Per Hour
1 July 2002	100% CMBS	Base hourly rate	Base hourly rate
1 January 2003	100% CMBS	Base hourly rate	Base hourly rate
1 January 2004	100% CMBS	Base hourly rate	Base hourly rate
1 January 2005	100% CMBS	Base hourly rate	Base hourly rate

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

54.2.2 Maximum one hours travel can be claimed per re-call.

54.3 Re-call rates if paid an availability retainer

54.3.1 Re-call payments made for emergency re-calls between 8.00am to 6.00pm Monday to Friday are 100% CMBS and for all other times 85% of CMBS. This payment is for emergencies only and the Director of the relevant Clinical Service shall be the sole arbiter.

54.4 Re-call rates if no on-call or availability retainer paid

If a Visiting Specialist is recalled to a campus for an emergency the Visiting Specialist is entitled to 100% of CMBS.

55. RE-CALL PAYMENTS (VISITING ANAESTHETISTS)

55.1 If a Visiting Anaesthetist is re-called to a campus for an emergency the Visiting Anaesthetist will be entitled to the following payments.

Operative from the 1st pay period to commence on or after	Anaesthetic RVG Units Northern Hospital
1 January 2003	\$27.20
1 January 2004	\$28.00
1 January 2005	\$28.85

55.2 The hospital will ensure that registrar support is available for Visiting Anaesthetist.

56. PAYMENT FOR RE-CALL FOR EMERGENCIES ONLY (VISITING SPECIALISTS)

Payment is for emergencies only and the Director of the relevant Clinical Service shall be the sole arbiter.

57. INDEXATION OF CMBS (VISITING SPECIALISTS)

The CMBS rates shall be the rates listed in the edition of the Commonwealth Medicare Benefits Schedule book in force at the time a service is provided.

58. REVIEW OF FRACTIONAL ALLOCATION (VISITING SPECIALISTS)

58.1 Not less than six (6) weeks prior to 30 November, a Visiting Specialists and officers of the Campus nominated by the Chief Executive Officer for that purpose, must meet and review the performance and workload of individual Visiting Specialists during the prior year as well as the workload expectations applicable to individual Visiting Specialist in respect of the following year. Having completed such a review, the Health Service shall, after consultation with the relevant Visiting Specialist, fix the fractional allocation which the duties of the Visiting Specialist will occupy during the following year together with any amendments to the terms and conditions of employment.

58.2 In the event there is a substantial change in the Fractional Allocation, any dispute arising between the parties must be dealt with in accordance with the Dispute Settling procedure. The decision of the arbiter will be accepted by the parties.

58.3 Either the Health Service or the Visiting Specialist may request a review of the Fractional Allocation at any time.

58.4 Visiting Specialist's rights of private practice (subject to a mutually agreed facility fee if relevant) may be exercised at any Campus for which the Visiting Specialist has admitting rights and these rights terminate either upon the expiry of the Appointment or the employment of the Visiting Specialist, whichever is the earlier.

58.5 Variation of fractions shall not be harsh, unjust or unreasonable. Where a Visiting Specialist is required to undertake research on behalf of the Health Service, that activity shall be acknowledged in the Visiting Specialists fractional allocation.

59. HOURS OF DUTY (VISITING SPECIALISTS)

59.1 Ordinary Hours – The ordinary hours of duty of a Visiting Specialists shall be the number of hours fixed by the Health Service following consultation with the Visiting Specialist. The method of fractional allocation for Visiting Specialists should be in accordance with the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

59.1.1 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.

59.1.2 Management/Administrative Responsibilities - Duties associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.

59.1.3 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

59.1.4 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

59.1.5 Teaching and research as required by the Hospital and not directly funded by the University

59.1.6 Practice in a Distant Location (where an allowance is not being paid).

59.1.7 These hours are discounted by Private Practice hours.

59.2 Calculation of Private Practice Percentage - The Private Practice Percentage (PPP) is used to calculate Private Practice hours.

59.2.1 The PPP is calculated on:

- (a) Unit based Admissions between 0700 – 1900 Monday to Friday for physicians.
- (b) Unit based Operations between 0700 – 1900 Monday to Friday for surgeons. (Anaesthetists take the average figure):

59.2.2 Calculation of Private Practice Hours - The PPP is applied against hours where billable private work may be performed. This is for in patient and operating hours, NOT for outpatients or administrative hours.

59.2.3 The Private Practice hours is the private practice percentage of the in patient and operating hours component.

59.2.4 Calculation of Public hours – Total hours minus Private Practice Hours equals public hours. Public hours are paid at hourly rates.

59.3 All Visiting Specialists will have their Fractional Allocation and Private practice percentage advised to them in writing each year .

60. OVERTIME (VISITING SPECIALISTS OTHER THAN ANAESTHETISTS)

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

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

PART 4 SPECIFIC ADDITIONAL CONDITIONS APPLYING TO CLINICAL ACADEMICS

61. REMUNERATION (CLINICAL ACADEMICS)

The rates of pay, benefits and hours of work of Clinical Academics shall be as specified for Visiting Specialists.

62. MEDICAL APPOINTMENT/EMPLOYMENT (CLINICAL ACADEMICS)

62.1 A Clinical Academic's employment by the Health Service is conditional upon:

62.1.1 the Dean of the Faculty of Medicine, Dentistry and Health Sciences of the University approving the Clinical Academic's employment under this Agreement;

62.1.2 Clinical Academic producing a letter from the University varying the terms of employment of the Clinical Academic by the University so as to allow the Clinical Academic to provide clinical services to the Network under this Agreement.

62.2 The Clinical Academic's employment is not for a fixed term and the rights of the Health Service and the Clinical Academic to terminate the Clinical Academic's employment are set out in this Agreement.

62.3 The Clinical Academic continues to be employed under this Agreement only for so long as to the Clinical Academic is concurrently employed by the University. If the Clinical Academic ceases for any reason to be employed by the University, then subject to the termination clause of this Agreement the Clinical Academic's employment under this Agreement ceases.

62.4 The University acknowledges that in its appointment of a Clinical Academic, It must take account of the clinical needs and requirements of the Health Service (including meaningful contribution to in hours and after hours work of the Health Service).

62.5 Subject to the Health Service providing a written request to the Clinical Academic to provide services which would otherwise not be contemplated within this Agreement, the Health Service shall pay to the Clinical Academic a mutually agreed amount in respect to the services requested upon the raising of an appropriate invoice by the Clinical Academic.

63. PUBLIC HOLIDAYS – CHRISTMAS/NEW YEAR CLOSEDOWN (CLINICAL ACADEMICS)

63.1 In addition to the Public Holidays provision, the Clinical Academic will be entitled to the following;

63.1.1 A paid holiday on Easter Sunday and Easter Tuesday.

63.1.2 The Clinical Academic will not be required to attend the Health Service between Christmas Eve and the working day following New Year's Day holiday.

63.1.3 The closedown period will constitute five (5) week days during which the Clinical Academic will not be required to attend the Health Service. Two (2) of these days will be observed as Christmas Day and Boxing Day holidays (or holiday(s) in lieu thereof) and the three (3) remaining days are granted to all the Clinical Academics pursuant to Clause 63.1.2 as paid days on the basis that no days will be taken with respect to the Melbourne Cup and Labour Day holidays.

64. PARENTAL LEAVE (CLINICAL ACADEMICS)

A Clinical Academic will be entitled to three (3) months paid maternity leave, one (1) week's paid paternity leave and adoption leave with all other maternity, paternity and adoption leave conditions in accordance with the Workplace Relations Act 1996;

65. SICK LEAVE (CLINICAL ACADEMICS)

65.1 The parties agree to implement a trial arrangement for access to extended sick leave for the Clinical Academic who is ill and consequently unable to attend work. The trial will operate according to the provisions of this Clause and will be for the term of this Agreement or for such lesser period that is determined by the Health Service. The Health Service will continue to record sick leave in accordance with existing arrangements for the purpose of enabling accurate reinstatement of sick leave credits, if necessary, at the conclusion of the trial period.

65.1.1 Where a Clinical Academic has been absent for an extended period, as determined by a period of absence greater than the Clinical Academic's accrued entitlement under the arrangements that would have applied but for this Agreement, the Health Service may seek to determine when or whether the Clinical Academic is able to resume work.

65.1.2 If the Health Service does not seek to determine when or whether the Clinical Academic is able to resume work, the Clinical Academic will be entitled to receive paid sick leave.

65.1.3 In relation to the Health Service seeking to determine when or whether the Clinical Academic is able to resume work, the Clinical Academic is required to provide the Health Service with a report from his/her treating medical Clinical Academic, containing advice as to:

65.1.3(a) the general nature (but not the details, subject to the provisions of relevant legislation) of the Clinical Academic's illness; and

65.1.3(b) the seriousness of the Clinical Academic's illness; and

65.1.3(c) the likely duration of the illness and the expected length of time for which the Clinical Academic will be unfit for work; and

65.1.3(d) whether the Clinical Academic is unfit for all work, or whether he or she may be able to perform some duties, and if so, what those duties might be.

If, for whatever reason, the Clinical Academic does not provide a report from his or her treating specialist, and/or if the Health Service requires a further medical report, he or she will be examined by a mutually agreed Specialist. The Clinical Academic will, as a result of this examination, subsequently provide a report to the Health Service relating to:

- (i) the general nature (but not the details, subject to the provisions of relevant legislation) of the Clinical Academic's illness; and
- (ii) the seriousness of the Clinical Academic's illness; and
- (iii) the likely duration of the illness and the expected length of time for which the Clinical Academic will be unfit for work; and
- (iv) whether the Clinical Academic is unfit for all work, or whether he or she may be able to perform some duties, and if so, what those duties might be.


65.2 In relation to the operation of this Clause, confidentiality and ethical standards will be observed and adhered to by the Health Service at all times.

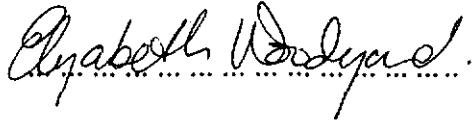
65.3 Where the Health Service has determined from the report(s) of the kind referred to in subclause 65.1.3 that the Clinical Academic is unlikely to resume work in the foreseeable future, the Health Service may elect to place the Clinical Academic on sick leave without salary and/or may advise the Clinical Academic to seek other sick leave cover.

65.4 The parties agree that from the date upon which this Agreement takes effect, subject to the operation of this Clause, the Clinical Academic will be entitled to receive paid leave whenever the Clinical Academic is unable to attend work and perform normal duties due to illness.

PART 5 SIGNATORIES

For and on behalf of
NORTHERN HEALTH


C.E.O.

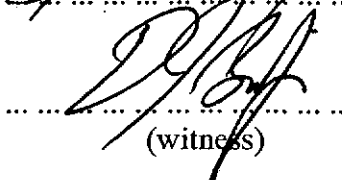

.....

ELIZABETH WOODYARD
(witness)

17/5/2004
(Date)


For and on behalf of the
AUSTRALIAN MEDICAL ASSOCIATION VICTORIA

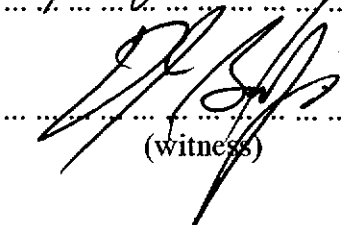

.....


(witness)

18/5/2004
(Date)

For and on behalf of the
AUSTRALIAN SALARIED MEDICAL OFFICERS FEDERATION


.....


(witness)

18/5/2004
(Date)