

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2004/2468)

**AMA PENINSULA HEALTH [SENIOR MEDICAL SPECIALISTS]
CERTIFIED AGREEMENT 2002**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 23 APRIL 2004

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

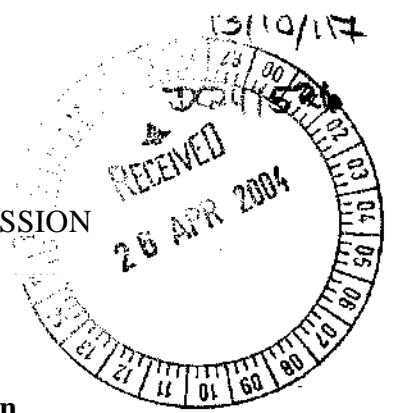
PREAMBLE

This is an application to certify an agreement, to be known as the *AMA Peninsula Health [Senior Medical Specialists] Certified Agreement 2002*, that is made pursuant to S.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Mr R. Felmingham for the Australian Salaried Medical Officers Federation (ASMOF) and intervening for the Australian Medical Association (AMA), and Mr P. Murphy for Peninsula Health Service, and having read the statutory declarations of Robert Walter Croft filed on behalf of Peninsula Health Service and Geoffrey O'Kearney filed on behalf of the ASMOF, I am satisfied that the agreement filed is about matters pertaining to the relationship between an employer in Victoria that is carrying on a part of a single business and employees in Victoria employed by the employer in the part of the single business and whose employment is subject to the agreement. I am also satisfied that the union has at least one member employed in the part of the single business to which the agreement relates and is entitled to represent the industrial interests of its member.

I am also satisfied that:

- the agreement passes the no disadvantage test;
- the agreement was made in accordance with S.170LJ and a valid majority of persons employed at the time whose employment would be subject to the agreement genuinely approved the agreement;
- the explanation of the terms of the agreement was appropriate having regard to the persons' particular circumstances and needs;
- the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;



- the agreement specifies a nominal expiry date which is not more than three years after the date on which the agreement will come into operation.

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

Accordingly, the agreement will be certified to operate in accordance with its terms from 23 April 2004.

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

CERTIFICATION OF AGREEMENT

In accordance with S.170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached agreement between Peninsula Health Service on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 23 April 2004.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

Appearances:

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

P. Murphy on behalf of Peninsula Health Service.

Hearing details:

2004.

Melbourne:

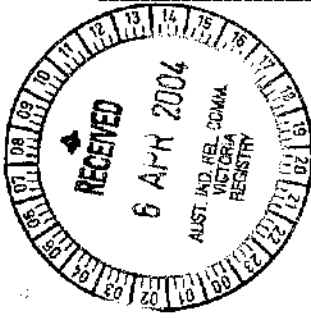
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AMA Peninsula Health [Senior Medical Specialists] Certified Agreement 2002



**AMA - PENINSULA HEALTH
[SENIOR MEDICAL SPECIALISTS]
CERTIFIED AGREEMENT 2002**

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

PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This agreement shall be known as the AMA Peninsula Health [Senior Medical Specialists] Certified Agreement 2002 ("the Agreement").

2. ARRANGEMENT

This Agreement is arranged as follows;

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3. INCIDENCE AND PARTIES BOUND

The Agreement shall bind Peninsula Health Service ("Peninsula Health"), all of its employees who are employed in either a full-time or visiting capacity as Medical Specialists, Clinical Academics and Medical Administrators, the Australian Medical Association Victoria ("the AMA"), and the Australian Salaried Medical Officers Federation ("ASMOF").

4. TERM OF AGREEMENT

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

5. NO EXTRA CLAIMS

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

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 an employer's right or ability to introduce change at the workplace.

6. VARIATION OF AGREEMENT

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

7. RENEWAL OF AGREEMENT

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

8. RELATIONSHIP TO THE AWARD

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

9. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

If there is any inconsistency between the terms of this Agreement and the Health Service By-Laws, Resolutions, Codes of Conduct and/or policies, the Agreement shall prevail.

10. SAVINGS

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

11. CONTINUITY OF EMPLOYMENT

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

11.2 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.

12. 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.

PART 2 - COMMON CONDITIONS FOR ALL MEDICAL PRACTITIONERS

13. CLASSIFICATION DEFINITIONS

13.1 Specialist a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy the Health Service that the appointment is warranted.

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

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

13.3 Principal Specialist

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

A medical practitioner appointed as a Clinical Head of Department or unit will be paid no less than a Principal Specialist Level 2.

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

13.4 Executive Specialist

a medical practitioner appointed as such by the Health Service. 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 Health Service
- 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 organizational structure contains such a role and a suitable candidate is available to fill it.

13.5 Director of Medical Services

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

13.6 Deputy Director of Medical Services

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

14. DUTIES OF MEDICAL PRACTITIONERS

Medical Practitioners are employed by Peninsula Health to provide and facilitate the provision of medical services to Peninsula Health clients. Medical Practitioners shall:

- 14.1 Undertake such duties and exercise such powers in Peninsula Health as the Executive Director Medical Services, Clinical Director or Clinical Head of Unit from time to time, reasonably assigns or vests in the Medical Practitioner.
- 14.2 In the discharge of such duties and in the exercise of such powers, observe and comply with Peninsula Health's policies, all resolutions passed by the Board, all lawful directions from time to time given by or through the Clinical Director or Clinical Head of Unit and with the terms of agreements and directions which are binding on Peninsula Health pursuant to the Health Services Act, to the extent that each is consistent with this Agreement.
- 14.3 Maintain current registration as required by the Medical Practice Act 1994.
- 14.4 Hold and maintain an appropriate level of medical indemnity insurance cover with a recognised medical defence insurance provider, if the practitioner intends to treat any private or compensable (TAC, DVA, Workcover) patients at Peninsula Health where the income may be received by the practitioner other than through a Peninsula Health controlled and approved Special Purpose Fund. Practitioners will periodically (and upon request) provide evidence of such medical indemnity insurance cover to Peninsula Health (if applicable).
- 14.5 Take part in annual appraisal of their performance in accordance with the process decided by their Clinical Director.
- 14.7 Apply for leave in accordance with Peninsula Health Policy.

15. SUPERANNUATION

In addition to the remuneration of each medical practitioner, Peninsula Health shall contribute the amount required by law to a Complying Superannuation Fund for the benefit of the practitioner. The percentage contribution may increase during the life of the agreement in accordance with the *Superannuation Guarantee (Administration) Act*. The fund shall be selected by the Practitioner. In the absence of the Practitioner indicating their preference regarding the appropriate superannuation fund, payments shall be made by Peninsula Health into Health Super. Where the Superannuation Cap is expected to be applied this fact must be clearly set out in the Letter of Offer / Contract of Employment, otherwise Superannuation on the ordinary time earnings shall be held to be an implied term of the Contract of Employment, unless agreement is reached otherwise.

16. INSURANCE

16.1 Peninsula Health represents to each medical practitioner (with the intention that the medical practitioner should rely upon that representation) that pursuant to Peninsula Health's insurance cover employed medical practitioners are entitled to certain indemnity in respect of medical services provided to patients by Peninsula Health.

16.2 All employed medical staff are entitled to indemnity when treating public patients. The extent to which Peninsula Health's insurance does not cover senior employed medical staff, in respect of treating private or compensable (TAC, DVA, Workcover) patients, or in respect of treating patients in private consulting rooms, is made clear through information about medical indemnity made available by Peninsula Health. Senior employed medical practitioners are advised to check such information.

16.3 Peninsula Health's insurance provides indemnity for claims and compensation, but it does not ordinarily provide insurance cover for compensation or expenses arising out of professional conduct or disciplinary type complaints, inquiries or proceedings. For this reason, Peninsula Health and its insurer recommend that it is wise for all medical practitioners employed by Peninsula Health to hold and maintain a basic level of medical indemnity insurance cover with a recognised medical defence insurance provider, to cover eventualities that fall outside Peninsula Health's insurance. Practitioners will periodically (and upon request) provide evidence of such medical indemnity insurance cover to Peninsula Health.

17. SALARY PACKAGING

Remuneration as specified in this agreement can be packaged and taken as a combination of salary and benefits in accordance with Peninsula Health's policy on salary packaging and subject to the Medical Practitioner paying normal administrative costs. If changes to legislation result in the cost of this arrangement to Peninsula Health increasing, then any continuation of a salary packaging arrangement will be dependant on the participating Medical Practitioner meeting any additional costs, including taxation, associated with such changes.

18. CAR PARKING

Free car parking shall be available to Medical Practitioners whilst rostered on-call and who are recalled to Peninsula Health. Reasonable access to Hospital car parking will be available to all practitioners at other times according to Peninsula Health policy

19. MAJOR CHANGE PROCESSES

The Health Service agrees that if it is decided to introduce major organisational change or new technology that is likely to significantly affect medical practitioners, then the Health Service must consult the practitioners and;

- 19.1 provide a proposed timetable for and all relevant documentation about the proposed changes;
- 19.2 advise the practitioners concerned of the reasons for the change and likely effect of such change;
- 19.3 discuss measures to mitigate any adverse affects on the practitioners;
- 19.4 give prompt consideration to any matters raised by the practitioners with respect to the proposed change.

20. DISPUTE RESOLUTION

20.1 Framework for Resolution

- 20.1.1 The parties intend that most issues will be resolved informally between a Medical Practitioner and the Practitioner's immediate supervisor. The parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by Medical Practitioners or stand downs by the Health Service.
- 20.1.2 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
- 20.1.3 Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.
- 20.1.4 No party is prejudiced as to final settlement of the dispute by continuing to work during the dispute.

20.2 Process for Resolving Disputes

- 20.2.1 The Medical Practitioner shall attempt to resolve the dispute directly with their Head of Clinical Unit. The Practitioner and/or the Head of Clinical Unit may request the presence of another member of staff or representative to represent their interests,
- 20.2.2 If the matter is still unresolved it shall be referred to the Clinical Director, who will meet with the Medical practitioner and, if the Medical Practitioner chooses, an Association representative or any other person.
- 20.2.3 If still unresolved it shall be referred to the Executive Director Medical Services (or equivalent), who will meet with the Medical Practitioner and, if the Medical practitioner chooses, an Association representative or any other person.

20.2.4 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.

21. TERMINATION OF EMPLOYMENT

21.1 Peninsula Health may terminate the employment of a Medical Practitioner if the Practitioner shall at any time:

21.1.1 commit any serious or persistent breach of any of the provisions of this Agreement,

21.1.2 be guilty of any serious misconduct or neglect in the discharge of his/her duties,

21.1.3 cease to hold current registration as required by the Medical Practice Act or ceases to hold membership of a recognised medical defence organisation as required by this Agreement,

21.1.4 be found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act or if any limitation, condition or restriction on the practice of the Medical Practitioner is imposed pursuant to the Act,

21.1.5 be found guilty of any criminal offence other than an offence, which in the reasonable opinion of Peninsula Health should not affect the Medical Practitioner's employment by Peninsula Health,

21.2 In the exercise of its powers in relation to any Medical Practitioner, Peninsula Health shall make due inquiry, apply the principles of natural justice and comply with all applicable laws of the Commonwealth and the State.

21.3 Nothing in this clause shall be construed as to deny or limit the remedies at law of the Medical Practitioner where his or her appointment to Peninsula Health is wrongfully terminated or to deny or limit the rights of review of administrative decisions, which may be available at law.

21.4 If a Medical Practitioner's services are no longer required by Peninsula Health in consequence of structural or technological change, changes in the role or functions of Peninsula Health, substantial reduction in Peninsula Health patient numbers or like events, Peninsula Health may terminate the Practitioner's employment. In these circumstances the Practitioner shall be entitled, in addition to his/her accrued entitlements, to the following payments:

21.4.1 Four week's pay in lieu of notice

21.4.2 A lump sum payment of \$10,000 for a full-time practitioner, and pro rata for Visiting practitioners

21.4.3 Two weeks pay per year of service up to a maximum of 15 years.

22. PARENTAL LEAVE

22. PARENTAL LEAVE

22.1 Definitions

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

22.1.2 Subject to 22.1.3, in this clause, spouse includes a de facto or former spouse.

22.1.3 In relation to 22.5, spouse includes a de facto spouse but does not include a former spouse.

22.2 Basic entitlement

22.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken.

Parental leave is unpaid except that six (6) weeks of maternity leave will be on full pay and one (1) week of paternity leave will be on full pay. Equivalent Adoption leave may be taken in the case of adoption.

22.2.2 Subject to 22.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

22.3 Maternity leave

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

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

- 22.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks,
- 22.3.2 When the employee gives notice under 22.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 22.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 22.3.4 Subject to 22.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 22.3.5 " Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 22.3.6 Special maternity leave
- 22.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 22 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical officer certifies as necessary.
- 22.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 22.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical officer certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 22.3.7 Where leave is granted under 22.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 22.4 Paternity leave
- 22.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 22.4.1 (a) a certificate from a registered medical officer which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 22.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 22.4.1 (c) a statutory declaration stating:
- 22.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;
 - 22.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - 22.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 22.4.2 The employee will not be in breach of 22.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- 22.5 Adoption leave
- 22.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 22.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 22.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;
 - 22.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 22.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 22.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 22.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will

nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

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

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

22.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

22.7 Parental leave and other entitlements

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

22.8 Transfer to a safe job

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

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

22.9 Returning to work after a period of parental leave

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

22.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job

pursuant to 22.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

22.10 Replacement employees

- 22.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 22.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

23. PERSONAL LEAVE

- 23.1 If a Medical Practitioner satisfies his or her immediate superior that he/she is unable to attend work due to a significant personal reason (which may include providing care or support for a spouse, de facto spouse, partner, parent, parent in-law, child, grandchild, sibling, grandparent, or significant other) the Medical Practitioner may take up to five days of paid leave in any one year. A Medical Practitioner may be required to submit a statutory declaration which shall be retained by Peninsula Health as a confidential record to be destroyed 12 months after the conclusion of the calendar year to which it relates. An entitlement to personal leave shall not accumulate from year to year and the Practitioner's accrued sick leave entitlement will be reduced by the amount of personal leave taken.
- 23.2 An employee shall be entitled to a total of four days per year compassionate leave for the death or serious illness of a spouse, de facto spouse, partner, parent, sibling, Child, parent-in law, grandparent, grandchild or next of kin. This leave may be taken in conjunction with any other form of leave.
- 23.3 Compassionate leave does not accumulate from year to year.

24. LONG SERVICE LEAVE

FULL TIME SPECIALISTS

24.1 Entitlement

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

24.1.2 The amount of such entitlement will be -

24.1.2(a) upon the completion of ten (10) years continuous service - 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 prorated.

24.1.2(b) In addition, in the case of a practitioner who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the practitioner, an amount of long service leave equal to one-thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under clause 24.1.2(a).

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

VISITING SPECIALISTS

24.2.1 Visiting Specialists shall have the same entitlement to long service leave as Full Time Specialists as provided for in this sub-clause, except that in the case of practitioners employed by Peninsula Health as Visiting Specialists before the commencement of this agreement any entitlement to long service leave arising from service before the commencement of this agreement shall have accrued at the rate of two (2) months prorated long service leave upon the completion of ten (10) years continuous service - and thereafter an additional one (1) month prorated long service leave on the completion of each additional five (5) years service prorated.

24.2.2 It is agreed that when taking Long-Service Leave the basis for calculation of payment for Visiting Specialists will be the average of the ordinary hours of work applying over the preceding 2 years of employment.

24.2. Service entitling to leave

24.2.1 The service of a practitioner shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by clause 24.1.

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

24.2.3 When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.

- 24.2.4 Where a business is transmitted from one employer (the transmitter) to another employer (the transmittee) a practitioner who worked with the transmitter and who continued in the service of the transmittee shall be entitled to count her/his service with the transmitter as service with the transmittee for the purposes of this clause.
- 24.2.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding -
- 24.2.5(a) the taking of any annual leave or Long Service Leave or other paid leave approved in writing by the hospital and not covered by clauses 24.2.5(b) and 24.2.5(d);
 - 24.2.5(b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 23 - Personal Leave clause;
 - 24.2.5(c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - 24.2.5(d) any leave of absence on account of injury arising out of or in the course of the employment of the practitioner for a period during which payment is made under clause 23 - Personal Leave;
 - 24.2.5(e) any leave of absence of the practitioner where the absence is authorised in advance in writing by the employer to be counted as service;
 - 24.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
 - 24.2.5(g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the practitioner's allowable period of absence from employment. A practitioner's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or sick leave which the practitioner actually receives on termination or for which the practitioner is paid in lieu;
 - 24.2.5(h) the dismissal of a practitioner if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
 - 24.2.5(i) any absence from work of a female practitioner for a period not exceeding twelve months in respect of any pregnancy;
 - 24.2.5(j) any other absence of a practitioner by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by clause 24.2.5(d).

24.2.6 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 24.2.5(a) to 24.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 24.2.5(e) to 24.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.

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

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

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

24.4 Payment for period of leave

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

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

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

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

24.4.2 Where the employment of the practitioner is for any reason terminated before taking long service leave to which the practitioner is entitled or where any long service leave accrues to a practitioner pursuant to clause 24.1.2 (b), the practitioner will, subject to the provisions of clause 24.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.

24.4.3(a) Where any long service leave accrues to a practitioner pursuant to clause 24.1.2(a), the practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.

24.4.3(b) Provided in the case of a practitioner who accrues entitlement pursuant clause 24.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:

24.4.3(b)(i) such a practitioner may in writing request payment in respect of such leave to be deferred until after the expiry of the practitioner's allowable period of absence from employment provided in clause 24.1.5(g).

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

24.4.3(b)(iii) where a practitioner gives notice in writing that the practitioner has been employed by another Institution or Statutory Body, the Hospital is no longer required to make payment to the practitioner in respect of such leave.

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

24.5 Taking of leave

24.5.1 When a practitioner becomes entitled to long service leave, such leave will be granted by the hospital within six months from the date of the entitlement but the taking of such leave may be postponed to such date as is mutually agreed.

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

24.5.3 If the hospital and a practitioner so agree -

24.5.3(a) the Practitioner who is entitled to long service leave may take the whole or part of that leave at:

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

(ii) twice the Rate of Remuneration for a period equal to half the period to which the Practitioner would otherwise be entitled; and

24.5.3(b) Long service leave and 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.

24.5.4 Where the employment of a practitioner who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the practitioner upon termination, deduct and withhold an amount in respect of the leave in advance.

24.6. Definitions

For the purposes of this clause the following definitions apply:

24.6.1 Pay means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in clause 15 - Wages at the time leave is taken or (if the practitioner dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to the practitioner's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a practitioner during his period of leave and where a deduction is made for the rental pursuant to the Board and Lodging clause, such amount" shall be deducted from the pay for the period of leave. The basis of calculation of payment for Visiting Specialists will be the average of their ordinary hours of work applying over the preceding 2 years of employment.

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

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

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

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

24.6.4 **Statutory Body** means the Department of Human Services Victoria.

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

25. ANNUAL LEAVE

25.1 All Medical Practitioners shall be entitled to four (4) weeks' annual leave on completion of each year of service with Peninsula Health without deduction of pay. A full time practitioner who participates in On-call duties shall be entitled to one (1) week's additional paid leave (prorated), unless alternate arrangements / remuneration considerations are covered in the Medical Practitioners letter of appointment.

25.2 An additional day shall be added to the annual leave entitlement for any and every public holiday, which falls in a period of annual leave.

25.3 Annual leave shall be granted and taken within a period of 12 months of its becoming due (being twelve months after commencement and every twelve months thereafter), at a time suitable to Peninsula Health and the Medical Practitioner, Peninsula Health may direct the Practitioner to take annual leave, which has not been taken within 12 months of accrual.

- 25.4 If the Medical Practitioner's employment is terminated, he/she shall be granted pro rata annual leave or payment in lieu.
- 25.5 If the Medical Practitioner becomes sick for a period of not less than 5 days whilst on annual leave and upon return from leave provides Peninsula Health with a certificate of another registered medical practitioner, then the number of days not less than 5 specified in the certificate shall be deducted from any sick leave entitlement standing to the Practitioner's credit, and shall be re-credited to the annual leave entitlement.

26. PUBLIC HOLIDAYS

- 26.1 A Medical Practitioner shall be entitled to be absent without deduction of pay if normally rostered (other than on call) on the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day. In respect to Easter Saturday a Medical Practitioner who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall not be entitled to any benefit for the said public holiday.
- 26.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 26.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 26.4 When New Year's Day or Australia Day is a Saturday or Sunday a holiday in lieu thereof shall be observed on the next Monday.
- 26.5 A Medical Practitioner who is required by Peninsula Health to attend on a day specified as a public holiday shall be entitled to that period worked being added to the Medical Practitioner's annual leave, unless alternate arrangements / remuneration considerations are covered in the Medical Practitioners letter of appointment.

27. SICK LEAVE

A Medical Practitioner who becomes unfit for duty due to personal ill health or injury shall be entitled to a maximum of 28 days of paid sick leave (pro rata for Visiting Specialists) per year. Such leave shall be cumulative from year to year.

28. ACCIDENT PAY

28.1 Definitions

28.1.1 Accident pay

28.1.1(a) Accident pay - Total Incapacity

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

D the total amount of compensation paid under Part IV of the Act for the week in question, and

D the rate payable under this agreement.

28.1.1(b) Accident pay - Partial Incapacity

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

D the total amount of compensation paid under Part IV of the Act for the period in question together with the average weekly amount the practitioner is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the WorkCover Authority or as agreed between the parties), and

D the rate payable under this agreement.

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

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

28.1.2 Act

28.1.2(a) Act means the Accident Compensation Act 2885 (Vic).

28.1.2(b) Where an entitlement to accident pay arises under this agreement any reference to the Accident Compensation Act 2885 (Vic) will be deemed to include a reference to the Workers Compensation Act 2858 (Vic).

28.1.3 Injury

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

28.2 Entitlement to Accident pay

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

28.2.2 Accident pay does not apply:

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

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

28.2.2(b) to any incapacity occurring during the first two weeks of employment, unless the incapacity continues beyond this time. Subject to clause 28.3.2(a) and clause 28.4 accident pay will only apply to the period of incapacity after the first two weeks of employment;

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

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

28.3 Cessation of Accident pay

A practitioner's entitlement to accident pay ceases:

28.3.1 when the incapacity ceases; or

28.3.2 on the death of the practitioner; or

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

- 28.3.4 when there is a cessation or redemption of weekly compensation payments under the Act, in which case accident pay will cease from the date of such cessation or redemption; or
- 28.3.5 where a practitioner refuses or fails to commence work after a medical referee, in accordance with the Act, has given a certificate specifying work for which the practitioner is fit and the employer makes this work available to the practitioner, in which case accident pay will cease from the date of the refusal or failure to commence work.

28.4 Termination of employment

- 28.4.1 Subject to clause 28.3 and clauses 28.4.3 and 28.4.4, a practitioner's entitlement to accident pay will continue on termination of employment by their employer, if the practitioner was incapacitated and receiving accident pay at the date of termination.
- 28.4.2 A practitioner with a partial incapacity will continue to receive accident pay from their employer on termination of their employment if:
- D the employer cannot provide suitable employment for the practitioner to perform; and
 - alternative employment is available with another employer.
- 28.4.3 To qualify for the continuance of accident pay on termination of employment, a practitioner will provide evidence to their employer of the continuing payment of weekly workers compensation payments.
- 28.4.4 A practitioner's entitlement to accident pay on termination of their employment will cease if the termination is due to serious and/or wilful misconduct on the part of the practitioner.

28.5 Absences on other paid leave

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

28.6 Notice of Injury

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

28.7 Medical examination

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

28.8 Civil damages claims

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

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

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

28.9 Variation in compensation rates

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

28.10 Insurance Against Liability

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

29. JURY SERVICE

A Medical Practitioner required to attend for jury service shall be paid the difference between the amount paid for such service and the amount he or she would have received for rostered work that otherwise would have been performed during such jury service.

30. CONFERENCE LEAVE

- 30.1 The Medical Practitioner shall be entitled to paid leave of absence up to a maximum of two weeks in any one year to attend a conference or conferences approved by Peninsula Health. Conference leave may be accumulated to a maximum of 4 weeks only. Whilst on leave the Medical Practitioner shall be paid the remuneration he or she would have received had he or she attended the Health Service during the period of leave.
- 30.2 The application for conference leave shall be in writing to the Clinical Director in accordance with Peninsula Health policy and any contractual provisions of the Medical Practitioner concerned and shall contain adequate details of the conference or conferences proposed to be attended and proof of intended participation..
- 30.3 Where the Peninsula Health does not within six weeks of the receipt of such application approve the Medical Practitioner's attendance at such conference or conferences, the employee shall again refer the matter to their Clinical Director. If the matter remains unresolved it will be dealt with under clause 20 Dispute Resolution in a timely fashion.

31. SABBATICAL LEAVE

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

"Practitioner" means:

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

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

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

Where, for the sole purpose of undertaking a course of study or research related to his work, a practitioner is with the written approval of the Hospital or Statutory Body absent without pay for up to but not exceeding 52 weeks, the absence shall not be deemed to have broken

continuity of service but shall not be counted in aggregating service for the purpose of establishing an entitlement to sabbatical leave.

31.2 Subject to the provisions set out in sub-clause (c), a practitioner after the completion of a period of 6 years' continuous service shall be entitled to leave of absence.

31.3 Entitlement

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

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

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

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

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

31.6 Where the Hospital does not approve the practitioner's programme of study or research within 3 months of the written application and details, the Hospital shall refer the matter to the Senior Medical Staff Appointments Committee of the Hospital. The Hospital and the practitioner shall comply with the written advice of the Senior Medical Staff Appointments Committee except that it may be varied by mutual agreement between the Hospital and the practitioner.

31.7 Where a practitioner has served as a Specialist, and such service is continuous with his service as a practitioner, a maximum of 3 years' service as a Specialist shall be counted in aggregating his eligibility for sabbatical leave under this clause.

31.8 It is agreed that sabbatical leave may be taken in two periods of up to 13 weeks duration which are taken within 2 years of each other.

31.9 Where a practitioner has proceeded on sabbatical leave, a subsequent qualifying period as specified in sub-clause (c) shall not commence to run until the date of the practitioner's return to duty following sabbatical leave; provided that where by mutual agreement a practitioner has delayed the taking of sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave shall be included as part of a subsequent qualifying period.

31.10 Visiting Specialists commencement of accrual for Sabbatical Leave purposes is as recorded in individual letters of appointment

32. DEFENCE FORCE LEAVE

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

32.2 Where a practitioner 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 practitioner reservist; or where a practitioner reservist volunteers to provide defence services without an Australian Defence Force request for their service, the practitioner may be granted such leave with pay:

32.2.1 for its duration where the requirement does not exceed 14 days; or

32.2.2 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 practitioner supports an application under the Commonwealth Health Service Support Payment Scheme.

32.3 The Health Service will not ordinarily withhold approval for requests under sub-clause 32.2 unless there are exceptional circumstances involving the practitioner's work or the number of training courses exceeds two in any one year. In such circumstances the practitioner's manager will negotiate with the practitioner and the Australian Defence Force to arrive at a mutually agreeable outcome.

32.4 In connection with leave approved under sub-clause 32.2.2, the practitioner 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 practitioner 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.

32.5 Where a practitioner is unable to meet the requirements under sub-clause 32.2.2; or where the call out provisions of the Commonwealth Act are used, the practitioner may be granted leave without pay to meet the defence service requirements.

32.6 A practitioner 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.

32.7 A practitioner who requires leave under this clause shall submit, in writing, an application to the Health Service and the relevant application form for the Commonwealth Employer 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.

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

32.9 A practitioner 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:

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

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

32.10 If compensation is paid and is less than the amount of pay which the practitioner would have received had the practitioner 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.

33. PROVISION OF MOBILE PHONES OR REIMBURSEMENT OF COST

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

34. TELEPHONE CALLS

34.1 The Health Service will introduce a protocol to govern the use of telephone consultations with Medical practitioners who are on-call.

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

35. DRESSING ROOMS

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

36. PHYSICAL WORKING CONDITIONS

- 36.1 It is agreed that the following infrastructure standards should be met:
- (a) Access for Medical Practitioners to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
 - (b) 24 hour access to the library and all of its resources;
 - (c) Reserved car parking paid for by the hospital and available for a Medical Practitioner on call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Hospital main entrance;
 - (d) Access for Medical Practitioners to Internet and e-mail facilities for work purposes;
 - (e) Availability of an appropriate room for Medical Practitioners for private discussion with patient's relatives;
 - (f) Access for Medical Practitioners to a security escort at night.
- 36.2 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.

37. PROTECTIVE CLOTHING

- 37.1 Each practitioner shall be supplied on request with white coats which shall be laundered at the expense of the Health Service. Such coats remain the property of the Health Service and must be returned at the completion of the practitioner's period of service at the Health Service.

38. ANTI-DISCRIMINATION

The parties to this agreement agree that:

- (a) It is their intention to achieve the principal object in paragraph 3 (G) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family

responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) Nothing in these provisions prohibits
 - (i) Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (ii) Any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) The employee is a member of staff of an institution in accordance with the doctrines, tenets, beliefs, or teachings of a particular religion or creed; and
 - (B) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

PART 3 -SPECIFIC CONDITIONS

PART 3.1 FULL TIME SPECIALISTS

39. HOURS OF DUTY (FULL TIME)

The ordinary hours of duty of a Full time Specialist are an average of forty (40) hours per week over a four (4) week period to be worked between 0700 and 1900 hours, during a minimum of four (4) days per week. The Full time Specialist must be available to perform duties outside those ordinary hours of duty.

40. RATES OF PAY

40.1 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid **no less than** the following minimum rates from the first pay period 1 July 2002.

Specialist	Base Rate +	Minimum Rate
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AMA Peninsula Health [Senior Medical Specialists] Certified Agreement 2002

	20% All Purpose Allowances)	including Private Practice Arrangements
1 st year as Specialist	\$ 1,936.90	\$ 2,324.30
2nd year as Specialist	\$ 1,974.50	\$ 2,369.40
3rd year as Specialist	\$ 2,011.90	\$ 2,414.30
 Senior Specialist		
4th year as Specialist	\$ 2,146.70	\$ 2,576.00
5th year as Specialist	\$ 2,230.10	\$ 2,676.10
6th year as Specialist	\$ 2,317.20	\$ 2,780.60
7th year as Specialist	\$ 2,407.40	\$ 2,888.90
8th year as Specialist	\$ 2,501.40	\$ 3,001.70
9th year as Specialist and thereafter	\$ 2,550.50	\$ 3,060.60
 Principal Specialist		
Level 1 - bottom of range	\$ 2,599.60	\$ 3,119.50
Level 1 - top of range	\$ 2,766.40	\$ 3,319.70
Level 2 - bottom of range	\$ 2,701.40	\$ 3,241.70
Level 2 - top of range	\$ 2,766.40	\$ 3,319.70
 Executive Specialist		
Bottom of Range	\$ 2,766.40	\$ 3,319.70
Top of Range	\$ 3,185.50	\$ 3,822.70

40.2 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid no less than the following minimum rates from the first pay period 1 January 2003.

	Base Rate + 20% All Purpose Allowances)	Minimum Rate including Private Practice Arrangements
Specialist		
1st year as Specialist	\$1,995.00	\$2,394.00
2nd year as Specialist	\$2,033.80	\$2,440.50
3rd year as Specialist	\$2,072.30	\$2,486.70
 Senior Specialist		
4th year as Specialist	\$2,211.10	\$2,653.30
5th year as Specialist	\$2,297.00	\$2,756.50
6th year as Specialist	\$2,386.70	\$2,864.00
7th year as Specialist	\$2,479.70	\$2,975.60
8th year as Specialist	\$2,576.40	\$3,091.70
9th year as Specialist and thereafter	\$2,627.00	\$3,152.50

AMA Peninsula Health [Senior Medical Specialists] Certified Agreement 2002

Principal Specialist		
Level 1 - bottom of range	\$2,677.60	\$3,213.10
Level 1 - top of range	\$2,849.40	\$3,419.30
Level 2 - bottom of range	\$2,782.40	\$3,338.90
Level 2 - top of range	\$2,849.40	\$3,419.30

Executive Specialist		
Bottom of Range	\$2,849.40	\$3,419.30
Top of Range	\$3,276.80	\$3,932.20

40.3 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be no less **than** paid the following minimum rates from the first pay period 1 January 2004.

	Base Rate + 20% All Purpose Allowances)	Minimum Rate including Private Practice Arrangements
Specialist		
1st year as Specialist	\$2,054.90	\$2,465.90
2nd year as Specialist	\$2,094.70	\$2,513.70
3rd year as Specialist	\$2,134.40	\$2,561.30

Senior Specialist		
4th year as Specialist	\$2,277.50	\$2,733.00
5th year as Specialist	\$2,365.90	\$2,839.10
6th year as Specialist	\$2,458.30	\$2,950.00
7th year as Specialist	\$2,554.10	\$3,064.90
8th year as Specialist	\$2,653.70	\$3,184.40
9th year as Specialist and thereafter	\$2,705.90	\$3,247.10

Principal Specialist		
Level 1 - bottom of range	\$2,757.80	\$3,309.40
Level 1 - top of range	\$2,934.80	\$3,521.80
Level 2 - bottom of range	\$2,866.00	\$3,439.20
Level 2 - top of range	\$2,934.80	\$3,521.80

Executive Specialist		
Bottom of Range	\$2,934.80	\$3,521.80
Top of Range	\$3,375.10	\$4,050.10

40.4 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid **no less than** the following minimum rates from the first pay period 1 January 2005.

Specialist	Base Rate +	Minimum Rate
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	20% All Purpose Allowances)	including Private Practice Arrangements
1 st year as Specialist	\$2,116.60	\$2,539.90
2nd year as Specialist	\$2,157.60	\$2,589.10
3rd year as Specialist	\$2,198.50	\$2,638.20
 Senior Specialist		
4th year as Specialist	\$2,345.80	\$2,814.90
5th year as Specialist	\$2,436.80	\$2,924.20
6th year as Specialist	\$2,532.10	\$3,038.50
7th year as Specialist	\$2,630.80	\$3,156.90
8th year as Specialist	\$2,733.20	\$3,279.90
9th year as Specialist and thereafter	\$2,787.00	\$3,344.40
 Principal Specialist		
Level 1 - bottom of range	\$2,840.50	\$3,408.60
Level 1 - top of range	\$3,022.90	\$3,627.50
Level 2 - bottom of range	\$2,951.90	\$3,542.30
Level 2 - top of range	\$3,022.90	\$3,627.50
 Executive Specialist		
Bottom of Range	\$3,022.90	\$3,627.50
Top of Range	\$3,476.40	\$4,171.70

- 40.5 Medical practitioners who do not earn at least the Minimum Rate on average over a year, including any disbursement from Private Practice Arrangements paid as a salary bonus, or any payment pursuant to an individual contract of employment which is more generous than the agreed Statewide Minimum Benchmark Rates, may claim a top-up to the Minimum Rate. This agreement is prefaced on the basis that funding required to support this provision over the life of the agreement will not exceed (on a statewide basis) \$850,000 per annum. If expected costs appear likely to exceed that amount then the Minimum rate will be reduced proportionately in consultation with the AMA / ASMOF so that the funded cost is not exceeded. No Medical practitioner currently earning more than the Minimum Rate may claim an increase in payments based on the introduction of this provision.
- 40.6 Where a practitioner'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.

- 40.7 The increases referred to in sub-clauses 36.2 and 36.3 will not apply to private practice salary bonuses except where these have been included in a "rolled-up" or "annualised" salary arrangement.

41. 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:

- 41.1 **Re-call Payments (Full time)** Recall payments are pursuant to individual Unit negotiations directly with its Specialists. These arrangements are reflected in individual letters of appointment / Contracts of employment.
- 41.2 **Meetings Payments (Full time)** - A Full time Specialist will be paid one hundred and twenty five percent (125%) of their ordinary hourly rate for each **full** hour in attending meetings outside ordinary hours at the request of the Health Service.
- 41.3 **Higher duties (Full time)** - any **Full** time Specialist engaged for five (5) working days or more on the full duties of a higher classification than that to which the Specialist is appointed shall be paid at the ordinary weekly rate for that higher classification for the time higher duties are performed.
- 41.4 **Business Travel (Full time)** - 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.
- 41.5 **Public Holidays Work (Full time)** - Payment for public holidays. A Full time Specialist shall be remunerated at the ordinary rate of pay for one (1) day's work performed by the Full time Specialist on a public holiday and shall be entitled to one (1) day of paid leave taken on another mutually agreed day or accrued as annual leave, unless alternate arrangements / remuneration considerations are covered in the Medical Practitioners letter of appointment.

PART 3.2 VISITING SPECIALISTS

42. HOURS OF DUTY

- 42.1 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 assessment should be calculated by totalling the time spent per month in direct patient care and

related activities and adding elements for required administration, quality assurance, research teaching and training.

42.2 The method of fractional allocation for Visiting Specialists should be in accordance with the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

42.3 All Visiting Specialists, in conjunction with Health Service management should determine their hospital workload on a monthly basis. Activities to be specifically considered are listed below. Not all areas may be applicable to all specialists.

(a) Direct Public Patient Care and Related Activities

- Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.

(b) Management/Administrative Responsibilities

- Duties Associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.

(c) Hospital Meetings

- Attendance at meetings constituted by the hospital or at the request of the hospital, including for example: when appointed to represent the medical staff on a hospital committee; when appointed to represent hospital management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to hospital business

(d) Participation in Quality Assurance Activities as Required by the Health Service

- Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is attendance at committees established under ACHS guidelines, and Inter-unit clinical meetings e.g. Grand Rounds

(e) Teaching and research as required by the Health Service and not directly funded by the University

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

42.4 When calculating the actual fraction it will be clear that some aspects of the routine workload occur more frequently than others. For Instance, meetings may occur monthly

whereas ward rounds may occur daily or a couple of times a week. Calculations should take account of weekly rosters being transposed on a monthly basis.

43. ALTERATION IN HOURS OF WORK

- 43.1 Variation of fractions and non renewal of contracts will not be harsh, unjust or unreasonable. Contracts of no less than three (3) years are standard save for contracts for HMOs and any other identifiable and appropriate circumstance. Appropriate circumstances do not include circumstances where a short term contract extension is used as a device to avoid responsibilities under what is in effect an ongoing employment relationship.
- 43.2 The work hours of Visiting Specialists can be changed either at the end of a contract period or, where allowed by the contract, with appropriate notice during the contract period.
- 43.3 Where a change proposed during a contract period is of such magnitude that it alters the fundamental nature of the contract and the Visiting Specialist does not agree to the change, then the entire contract of employment will be terminated as a retrenchment and the Visiting Specialist will be entitled to the normal Hospital practice in relation to retrenchment notice periods and payments.
- 43.4 A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract for the purposes of sub-clause 43.3.

44. RATES OF PAY

44.1 In the following tables the abbreviation "HPW" refers to the fractional allocation in accordance with Clause 17 expressed as Hours per Week

44.2 A Visiting Specialist shall be paid no less than the hourly rate set out below from the first pay period to commence on or after 1 July 2002.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80

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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

44.3 A Visiting Specialist shall be paid no less **than** at the hourly rate set out below from the first pay period to commence on or after 1 January 2003.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$105.50
9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$109.00

Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40

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

44.4 A Visiting Specialist shall be paid at no less **than** the hourly rate set out below from the first pay period to commence on or after 1 January 2004.

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Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$105.00
8th year as Specialist	\$101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$108.70
9th year as Specialist and thereafter	\$104.90	\$ 105.70	\$ 108.40	\$110.20	\$112.30
Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

44.5 A Visiting Specialist shall be paid at no less than the hourly rate set out below from the first pay period to commence on or after 1 January 2005.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$113.50	\$115.70

Principal Specialist

Level 1 Bottom of Range	\$111.50	\$	112.50	\$115.30	\$117.10	\$119.50
Level 1 Top of Range	\$115.40	\$	116.30	\$119.20	\$121.00	\$123.50
Level2	\$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

44.6 The classification definitions for Visiting Specialists shall be the same as those for Full-time Specialists (see clause 13).

45. OVERTIME

45.1 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.

45.2 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.

46 ON-CALL

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

46.2 The on-call periods generally mean between the hours of 7.00pm and 7.00am Monday to Friday all weekend and Public Holidays, (or as determined by the specific Clinical Unit).

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

47 ON-CALL PAYMENTS

47.1 On call payments are determined by each Clinical Unit and annotated in letters of appointment.

48. RE-CALL PAYMENTS

48.1 Recall payments are determined by each Clinical Unit and annotated in letters of appointment.

49. RE-CALL PAYMENTS FOR VISITING ANAESTHETISTS

- 49.1 If a Visiting Anaesthetist is re-called to a campus for an emergency the Visiting Anaesthetist will be entitled be paid fee-for-service in accordance with the provisions of the ASA Relative Value Guide as it applies at the time. The Unit value will be as follows:

Operative Date	RVG Unit Rate
1 July 2002	\$23.60
1 January 2003	\$24.30
1 January 2004	\$25.03
1 January 2005	\$25.80

- 49.2 The Health Service will use it's best endeavours to ensure that registrar support is available for Visiting Anaesthetists.

50 CONTINUOUS IMPROVEMENT

- 50.1.1 The Practitioner agrees to support the endeavours of the relevant Unit or service of Peninsula Health.
- 50.1.2 To the extent that the following commitments are relevant to the Practitioner's duties, the Practitioner agrees:

- (i) Patient Care

Whilst on duty and in attendance the Practitioner will:

- (a) where practical, perform consultations on inpatients as requested by other Senior Medical staff within twenty four (24) hours of the request being received by the Practitioner;
- (b) ensure regular contact is made between the Practitioner and other relevant Healthcare professionals 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 use their best endeavour to ensure that discharge summaries are completed by the junior medical staff at the time of discharge and contain all relevant information;
- (d) attend unit and team meetings as appropriate and actively support multi-disciplinary teamwork, quality improvement activities, mortality and morbidity review and the development and implementation of clinical pathways;
- (e) be available to commence outpatients sessions within fifteen minutes of his/her established starting time at least 90% of the time;
- (f) be available to commence theatre lists within fifteen minutes of rostered starting time at least 90% of the time.

(ii) Budget/Efficiencies/Management

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

- (a) be committed to achieving maximal DRG revenue;
- (b) assist Peninsula Health 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 Practitioner has that recognised responsibility;
- (f) cooperate with data collection procedures;
- (g) comply with the By Laws, Policies, Rules and Regulations of Peninsula Health, including notification of absences and appropriate prior notification of impending leave.

(iii) Teaching and Training

The Practitioner agrees to support and participate in undergraduate and postgraduate training as directed by the Clinical Director.

50.2 The Parties recognise that the Peninsula Health's operational effectiveness depends upon making continuous improvements to the way in which it performs in the market place (ie. the organisation's ability to satisfy and exceed customer expectations in competition with other organisations).

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

50.2.2 The Parties agree that the scope of continuous improvement referred to in clause 50.2 will be broad based and may include the following:

50.3.1 better organisational efficiency;

50.3.2 improved work procedures/processes;

50.3.3 better utilisation of equipment and resources;

50.3.4 greater flexibility in roster arrangements;

50.3.5 reduction in non-productive time.

50.4 The benefits that are expected to flow from these activities include:

50.4.1 the achievement of the critical business goals of Peninsula Health;

50.5 Productivity measures will not be implemented at the expense of patient care or Peninsula Health's Occupational Health and Safety standards.

51 NON DISCLOSURE ARRANGEMENTS

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

The exceptions to the above are where the Hospital has directed or permitted the divulging of the confidential knowledge or information to the person to whom it was divulged;

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

The divulging of the confidential knowledge or information is required by law; or a disclosure is made in accordance with the Whistleblowers Protection Act 2001.

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

SIGNATORIES



Dr Sherene Devanesen
Chief Executive Officer
Peninsula Health

Dated: 31 / 3 / 2004



Acting Chief Executive Officer
Australian Medical Association (Victoria)
Dated: 06 / 04 /2004



Senior Industrial Relations Adviser
Australian Salaried Medical Officers Federation ("ASMOF")
Dated: 6 / APR /2004