

AG838339 PR955080

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

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

Australian Salaried Medical Officers Federation

and

Western Health Service

and

Australian Medical Association (Victoria) Limited

(AG2004/8757)

AUSTRALIAN MEDICAL ASSOCIATION AND WESTERN HEALTH HOSPITAL

SPECIALISTS AGREEMENT 2002

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 1 FEBRUARY 2005

CERTIFICATION OF AGREEMENT

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

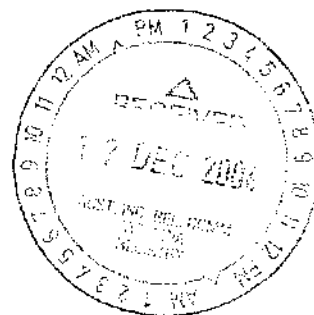
This agreement shall come into force from 1 February 2005 and shall remain in force until 30 June 2005.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN MEDICAL ASSOCIATION AND WESTERN HEALTH
HOSPITAL SPECIALISTS AGREEMENT 2002

**AUSTRALIAN MEDICAL ASSOCIATION AND WESTERN HEALTH HOSPITAL
SPECIALISTS AGREEMENT 2002**

1. TITLE

This Agreement shall be known as the Australian Medical Association and Western Health Hospital Specialists Agreement 2002.

2. DATE AND PERIOD OF OPERATION OF AGREEMENT

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

3. PARTIES TO THIS AGREEMENT

The Parties to this Agreement shall be Western Health (Western Hospital), the Australian Medical Association (Victoria) Ltd and the Australian Salaried Medical Officers Federation.

4. APPLICATION

This Agreement applies to the Parties with respect to the employment of Specialists, Clinical Academics and Medical Administrators by Western Health other than for Visiting Medical Officers at the Williamstown Campus or Specialists employed pursuant to the Western Health (Full time Medical Specialists - Anaesthetists/Intensivists) Certified Agreement 2000 and Western Health (Specialists Emergency Physicians) Certified Agreement 2000.

5. RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the *Hospital Specialists and Medical Administrators Award 2002*.

6. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

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

7. EXTENSION OF AGREEMENT

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

7.2 The parties agree that negotiations to form another Certified Agreement will commence at least six (6) months prior to the expiration of this Agreement.

8. NO EXTRA CLAIMS

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

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

9. ARRANGEMENT

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10. DEFINITIONS

The following definitions and interpretations apply to this Agreement:

- 10.1** "Appointment" means appointment to the Medical Staff of the Health Service with clinical credentials applicable to the Medical services to be provided pursuant to the Specialist's employment.
- 10.2** "Award" means the *Hospital Specialists and Medical Administrators Interim Award 2002*;
- 10.3** "Board" means the Committee of Management of the Health Service.
- 10.4** "Campus" means the site listed in Clause 3 Parties to Re Agreement or any other premises occupied from time to time by the Health Service;
- 10.5** "Chief Executive Officer" means the Chief Executive Officer of the Health Service and his/her nominee;
- 10.6** "Clinical Academic" means a currently employed member of the academic staff of the University.
- 10.7** "Compensable Patient" means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973* (Commonwealth) who is entitled to be paid compensation damages, or other benefits in respect of an injury, illness or disease for which he or she is receiving hospital services and includes a WorkCover patient, Accident Compensation Commission and Veterans Affairs patients;
- 10.9** "Department Head" means the Head of the relevant Department of the Specialist;
- 10.10** "Deputy Director of Medical Services" means a Doctor appointed as Deputy to a Director of Medical Services
- 10.11** "Director of Medical Services"¹ means a Doctor appointed as the Director of Medical Services (however styled) of a Hospital, provided that a Director of Medical Services appointed to a Group 1A or 1B Hospital will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy the Hospital that he/she had sufficient experience in his/her specialty to satisfy the Hospital
- 10.12** "Executive Specialist" means a Doctor appointed as such by the Hospital.
 An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.
 Examples of such responsibility could include:
- Responsibility over a range of units/departments
 - Direct supervision of a number of Principal Specialists Level 2

- Required to serve on the Executive Management Team of the Hospital
- Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

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

- 10.13** "Facility Fee" means a fee payable by the Specialist to the Health Service to reimburse the Health Service for direct and indirect costs incurred by the Health Service in the provision of Health Service services and infrastructure;
- 10.14** "Fractional Allocation" means the fraction each week devoted by a Visiting Specialist to the treatment of Public Patients being either operating hours, inpatient hours, outpatient hours and administration, including Quality Assurance research and teaching, divided by 35, after allowing for the Private Practice discount.
- 10.15** "Health Service" means the Western Health Care Service as incorporated under the *Health Services Act 1988* and regulations made thereunder by the Governor in Council;
- 10.16** "Higher Qualification" means a qualification appropriate to the speciality in which a Specialist is employed conferred upon by the Specialist by a University, Medical School or Learned College which is recognised by the relevant Specialist College including:
- * postgraduate degrees and diplomas of Universities which are recognised by the relevant College;
 - * membership or fellowship of a College or Association of Specialists recognised as being indicative of higher qualification by the relevant College;
 - * any other postgraduate qualification at the level of Masters or above appropriate to the speciality in which a Specialist is employed;
 - * where the minimum compulsory training period in that specialty required to qualify for the postgraduate qualification exceeds four years, years in excess of four will be counted as experience after obtaining higher qualification in the definition of Senior Specialist, Principal Specialist and Senior Principal Specialist.
- 10.17** "Hospital Patient" means a public patient, being a patient in respect of whom the Health Service provides comprehensive care including necessary medical, nursing and diagnostic services, by means of its own staff or by the Visiting Specialist and others who provide such services under agreed arrangements.
- 10.18** "Immediate Family" means a spouse, parent, partner, sibling, child, step-child, grandparent, grandchild and parent-in-law and includes a de facto spouse and their parents and children;
- 10.19** "Major Change Processes" includes changes in the role or functions of the Health Service or a constituent hospital, the cessation of the provision of medical or surgical

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

- 10.20** "Medical Administrator" means a Specialist appointed to an administrative position within the Health Service's Medical Administration Department (other than a position as Director Clinical Services or equivalent) who possesses a higher qualification in Medical Administration. A Specialist who does not possess a higher qualification in Medical Administration may be appointed as a Medical Administrator if they have had sufficient experience in medical administration to satisfy the Health Service;
- 10.21** "Medical Appointment" means appointment of the Specialist to the Senior Medical Staff of the Health Service with clinical credentials applicable to the medical services to be provided by the Specialist pursuant to this Agreement and shall be for a fixed term of not less than one (1) year and not more than five (5) years;
- 10.22** "New Technology" includes technology that fundamentally alters the nature of the services provided by the Visiting Specialist and/or the procedures performed by the Visiting Specialist.
- 10.23** "On Call Period" means the hours between 1900 and 0700 each day and 0700 to 1900 on Saturday, Sunday and Public Holidays;
- 10.24** "Ordinary Hourly Rate" means the Ordinary Weekly Rate for a Full time specialist divided by forty (40), or the hourly rate paid for a Visiting Specialists fractional allocation.
- 10.25** "Principal Specialist" means:
- * a Specialist appointed as Department Deputy Head; or
 - * Specialist who possesses a higher qualification appropriate to the speciality in which they are employed, not less than six (6) years practical experience in that speciality after obtaining the appropriate higher qualification and who is appointed as such on the recommendation of the Director Clinical Services and Department Head on the basis of particular merit in their speciality;
- 10.26** "Private Patients" means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973* (Commonwealth) who elects to be treated on Health Service premises as an in patient or day patient by a medical Specialist of his or her choice and is responsible for paying for the provision of medical services, but does not include a Public Patient or a Compensable Patient;
- 10.27** "Private Practice" means the rendering by a Specialist of professional services to non-public patients for which fees are charged in the name of the Specialist and includes the preparation and signing of reports and certificates but excludes attendances at Court;
- 10.28** "Private Practice Discount" means the number of hours per week exercised by a Visiting Specialist in the care of private/compensable patients, expressed as a percentage of the number of hours per week for which the Visiting Specialist is

engaged to provide in-hours clinical services under this Agreement, exclusive of outpatient services hours and other non clinical duties hours.

10.29 "Public Patient" means an eligible person as defined in section 3(1) of the *Health Insurance Act 1973* (Commonwealth) who elects to be treated as a public inpatient or a public outpatient in respect of whom the Health Service provides comprehensive care, including all necessary medical, nursing and diagnostic services by means of its own staff and by other agreed arrangements without charge to the eligible person;

10.30 "Relative Values Guide" means a fee for service provided to an Anaesthetist during the On Call period and defined in accordance with the ASA Relative Values Guide for Anaesthetists in force at the time a service is provided;

10.31 "Specialist" means a Doctor who possesses a higher qualification appropriate to the specialty in which they are employed or who has sufficient experience in their specialty to satisfy the hospital that the appointment is warranted. In the general clauses of this agreement the term can include a Specialist, Principal Specialist, Senior Principal Specialist, Clinical Academic or Medical Administrator who holds a current registration as required by the *Medical Practice Act 1994* or such other relevant legislative obligation having regard to the speciality of the Specialist;

10.32 "Senior Specialist" means a Doctor who in addition to the qualifications for a Specialist role has

- not less than three years practical experience in that specialty after obtaining the higher qualification, or
- sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.

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

10.33 "University" means the University of Melbourne;

10.34 "Weekend" means the period 1900 on Friday to 0700 the following Monday inclusive.

PART 1 COMMON CONDITIONS FOR ALL SPECIALISTS

11. AIMS AND OBJECTIVES

11.1 The Parties recognise that this Agreement is an opportunity to position the Health Service to compete effectively in the HealthCare field which is going through an unprecedented period of change, including:

11.1.1 changes to HealthCare financing

11.1.2 the separation of funder/provider responsibilities.

11.2 The overall goal of this Agreement is to maximise the availability, potential and efficiency of the Health Service's human resources to ensure the Health Service is well placed to meet this challenge by providing high quality, cost-effective patient care. The Parties are committed to ensuring that the Health Service provides health services of compassion and excellence to all people who seek its care through a dedicated workforce skilled in patient care, teaching, research, community health education and resource management.

11.3 The Parties acknowledge that Specialists are well placed to provide significant impetus for the attainment of these goals and the Parties acknowledge that an essential factor in achieving this goal is the development and maintenance of harmonious and productive relationships between Specialists and management at the Health Service to ensure that Specialists are committed to their jobs and the success of the enterprise. The Parties agree that the achievement of such working relations requires:

11.3.1 an understanding by Specialists of their role in achieving the overall vision and objectives of the Health Service;

11.3.2 a continuing commitment to quality outputs and achievements, customer service, continuous improvement and operational efficiency;

11.3.3 direct, trusting and open relationship with Specialists which generates sound internal loyalty;

11.3.4 involvement of Specialists in the decision making process through ongoing consultative mechanisms;

11.3.5 the preparedness by Specialists to embrace change as a natural and necessary part of the Health Service's growth and survival;

11.3.6 the establishment of clearly defined performance indicators as a way of defining achievable targets to be met.

12. HEALTH SERVICE SUPPORT TO ITS SPECIALISTS

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

13. ACCESS TO OPERATING FACILITIES

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

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

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

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

15 DUTIES AND PERFORMANCE INDICATORS

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

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

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

15.1.3 subject to sub-clause 15.1.2 above, be responsible directly to and report to the relevant Health Services Clinical Director and the Head of the relevant Unit;

15.1.4 promote the interests of the Health Service;

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

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

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

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

15.2 Commitment

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

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

(i) Patient Care

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

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

(ii) Budget/Efficiencies/Management

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

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

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

(iii) Teaching and Training

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

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

16. PERFORMANCE CRITERIA AND REVIEW

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

16.2 The performance of Specialists shall be subject to periodic review by the Health Service once every twelve (12) months.

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

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

16.4.1 the outcome of the review;

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

16.4.3 any proposal to vary the performance criteria.

17. CONTINUOUS IMPROVEMENT

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

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

18. EXCLUSION OF CONFLICTING ACTIVITIES

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

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

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

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

19. CONFIDENTIAL INFORMATION

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

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

20. REMUNERATION OF SPECIALISTS

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

20.2 Salaries will be increased by four 3% increases during the life of this agreement. The increases will apply from the first pay period to commence on or after 1 July 2002, 1 January 2003, 1 January 2004 and 1 January 2005 respectively. On each occasion these rates will be rounded off to the nearest 10 cents.

20.3 Salary increases under this agreement apply to the "base" salary described in the relevant Award/Agreement/Contract for each member of medical staff. However, where the employee's remuneration has been negotiated as an "annualised" salary, the increase will apply to this "annualised" rate. Annualised Salaries include salaries which are "rolled-up" and may include payments in lieu of overtime allowances, loadings for private practice arrangements etc. The increases will not apply to private

practice salary bonuses except where these have been included in a "rolled-up" or "annualised" salary arrangement.

- 20.4 Remuneration Packaging may be taken in accordance with the salary packaging policy of the Health Service.
- 20.5 Where the Health Service increases a Specialist's remuneration during the year, the Specialist is entitled to restructure their Employment Benefits at 1 January in the following year unless otherwise mutually agreed.
- 20.6** If there is any increase in the cost to the Health Service of the Employment Benefits being provided, arising from any cause whatsoever, the Health Service has the right after notifying the Specialist to alter the level of Employment Benefits by converting benefits to salary to the extent necessary to maintain the same level of cost to the Health Service of the Specialist's existing Total Remuneration Package.
- 20.7 **Superannuation Payments** - The Health Service agrees to provide the prescribed minimum level of superannuation support required under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) in addition to the Total Remuneration Package.

21. CONTINUITY OF EMPLOYMENT

- 21.1 Nothing in this Agreement affects the continuity of employment of the Specialist for the purpose of any entitlements.
- 21.2 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.

22. 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.

23. INCAPACITY

- 23.1 If a Specialist is incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control (the incapacity) from discharging in full the duties required of the Specialist for a period longer than three months after the expiration of all annual and sick leave entitlements then the Health Service has the right, subject to the provisions of the Workplace Relations Act 1996, by notice in writing to the Specialist, to terminate his or her employment.
- 23.2 The Health Service may at any time and from time to time, so long as the incapacity continues, require the Specialist to provide satisfactory evidence of such incapacity and the cause thereof, subject always to the law relating to medical confidentiality.
- 23.3 A Specialist is entitled to pro-rata payment of any salary or other emolument or benefit in respect of any period during which the Specialist is able to perform part only of the

duties. If the Specialist fails for any reason to perform the duties, the Specialist is not entitled to any payment.

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

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

24. TERMINATION OF EMPLOYMENT

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

24.2 If Major Change Processes result in the abolition of a Specialist's position and there is no equivalent position available to which the Specialist may be deployed within the Health Service, then the Specialist shall be entitled, in addition to his/her statutory entitlements, to a redundancy package as funded for and provided by the State Government.

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

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

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

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

24.4.3 revocation of the Specialist's clinical credentials;

24.4.4 failure to carry out lawful requests or directions;

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

- 24.4.6 ceasing to hold current registration as required by the Medical Practice Act 1994, such other registration as is acceptable to the Health Service or ceasing to hold membership of a recognised medical defence Organisation;
- 24.4.7 being found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act 1994 or having any limitation, condition or restriction imposed on the Specialist's right to practice by the Medical Board of Victoria.
- 24.4.8 failing to meet the standards required by the Specialist's specialist medical college in respect of continuing education of the Specialist;
- 24.4.9 being found guilty of an indictable offence under the Crimes Act 1958.

25. MAJOR CHANGE PROCESSES

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

25.1.1 provide a proposed timetable for and all relevant documentation about the proposed changes;

25.1.2 advise the Specialist of the reasons for the change and likely effect of such change;

25.1.3 discuss measures to mitigate any adverse affects on the Specialist;

25.1.4 give prompt consideration to any matters raised by the Specialist with respect to the proposed change.

25.2 Nothing in this clause requires the Health Service to disclose Confidential Information to the Specialist but the Health Service shall endeavour to meet the reasonable requests of the Specialist where the Confidential Information will assist the consultation process. Such information as may be provided will remain privileged as between the parties and not be disclosed otherwise by the Specialist.

26. REDEPLOYMENT AND REDUNDANCY

26.1 If Major Organisational Change or New Technology results in a Specialist's position being surplus to the Health Services requirements, the Health Service must endeavour to redeploy the Specialist elsewhere in the organisation in an equivalent position.

26.2 If redeployment to an equivalent position is not possible then the Health Service may offer to redeploy the Specialist in another specified position. If the Specialist accepts this offer the Health Service must continue to pay the full amount of remuneration set out in the Remuneration Schedule consistent with the Specialist's Full time Salary or Fractional Allocation for three (3) months from the date on which the Specialist agrees to work under this Agreement in the other position.

26.3 If the Health Service is unable to re-deploy the Specialist, the Health Service shall pay two (2) weeks salary prorated per year of continuous service with the Health Service up to ten (10) years to a maximum of twenty (20) weeks. A "Weeks Salary" means the ordinary fractional or Full time rate, of pay for the Specialist for the week.

27. DISPUTE RESOLUTION

27.1 Framework for Resolution

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

27.1.2 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

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

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

27.2 Process for Resolving Disputes

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

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

27.2.4 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.

27.3 Nothing in this Agreement shall prevent the Specialist from supplying information to the Australian Medical Association in relation to a probable, threatened or actual grievance or dispute arising from this Agreement.

28. INSURANCE

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

29. NOTICES

Any notice required to be given under this Agreement must be delivered to the Health Service at Gordon Street, Footscray 3011 and if to the Specialist, must be delivered or sent by pre-paid post to the Specialist's last known address. Any notice given accordingly to this clause is deemed to have been served at the time of delivery, if delivered, and on the day following posting, if posted.

30. MEDICAL APPOINTMENT/EMPLOYMENT

- 30.1** Following notification by the Health Service, a Specialist's employment with the Health Service is contingent upon the Specialist holding a current Medical Appointment to provide services at a campus.
- 30.2** A Specialist who wishes to seek reappointment shall advise the Health Service of such intention no less than six (6) months prior to the expiration of his/her current Medical Appointment.

31. STAND DOWN

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

32. ANNUAL LEAVE

- 32.1** A Specialist is entitled to Four (4) weeks paid leave shall accrue at the end of each year of employment prorated provided that the Specialist must take leave within twelve (12) months of it accruing. One (1) week's additional paid leave accrues for each year of employment that a Full time Specialist is required to be On Call by the Health Service (prorated).
- 32.2** The Health Service may, upon giving the Specialist a minimum of six (6) weeks written notice require the Specialist to take annual leave where such annual leave has accrued in excess of four (4) weeks.

33. COMPASSIONATE LEAVE

- 33.1** Upon notification to the Chief Executive Officer or nominee the Visiting Specialist is entitled:
- 33.1.1** on the death or serious illness within Australia of an immediate family member;
- 33.1.2** on the death outside Australia of a wife, husband or defacto spouse, mother, father, sister, brother or child;

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

34. CONFERENCE LEAVE

A Specialist is entitled to Two (2) weeks paid leave per each year of employment. Conference leave can be accrued to a maximum of twenty (20) days in any two (2) year period, but the accrual of conference leave does not carry the right to be paid for any untaken conference leave on the termination of the Specialist's employment with the Health Service. The Specialist must seek prior approval to attend from the Department Head or nominee and provide the Director Clinical Services with a written report of conferences attended.

35. FAMILY LEAVE

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

36. LONG SERVICE LEAVE

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

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

36.2.1 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 Specialist's department; or

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

36.3 "Rate of remuneration" for Visiting Specialists means either the rate of remuneration at the date of commencement of the leave or the average rate of remuneration paid to the Visiting Specialist in the immediate prior 2 year period, whichever is greater.

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

36.5 If the Specialist has been employed by the Health Service for at least ten (10) years and resigns or retires, or if the Specialist's appointment expires and/she has not received Long Service Leave for the period to which the Specialist would have been

entitled, the Health Service shall pay the Specialist the amount to which he/she would have been entitled plus a pro rata amount for all service with the Health Service in excess of ten (10) years, provided that such resignation or retirement is not due to serious or wilful misconduct.

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

37. PARENTAL LEAVE

37.1 Definitions

37.1.1 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.

37.1.2 Subject to 37.1.3, in this clause, **spouse** includes a de facto or former spouse.

37.1.3 In relation to 37.5, spouse includes a de facto spouse but does not include a former spouse.

37.2 Basic entitlement

37.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Parental leave is unpaid leave, except that six weeks of maternity leave will be on full pay, and one week of paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.

37.2.2 Subject to 37.3.6, 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:

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

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

37.3 **Maternity leave**

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

37.3.1(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;

37.3.1 (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.

37.3.2 When the employee gives notice under 37.3.1(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.

37.3.3 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.

37.3.4 Subject to 37.2.1 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.

37.3.5 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.

37.3.6 **Special maternity leave**

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

37.3.6(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.

37.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner

certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

37.3.7 Where leave is granted under 37.3.4, 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.

37.4 Paternity leave

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

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

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

37.4.1(c) a statutory declaration stating:

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

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

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

37.4.2 The employee will not be in breach of 37.4.1 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.

37.5 Adoption leave

37.5.1 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.

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

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

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

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

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

37.5.4 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.

37.5.5 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.

37.5.6 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.

37.6 **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.

37.7 **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.

37.8 **Transfer to a safe job**

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

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

37.9 Returning to work after a period of parental leave

37.9.1 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.

37.9.2 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 37.8, the employee will be entitled to return to the position they held immediately before such transfer.

37.9.3 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.

37.10 Replacement employees

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

37.10.2 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.

38. PUBLIC HOLIDAYS

38.1 All Specialists shall be entitled to paid holidays on the following days:

38.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day and those prescribed as:

Australia Day, Queens Birthday, Melbourne Cup Day, Anzac Day and Labour Day.

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

38.3 When Boxing Day is a Saturday or a Sunday a holiday in lieu thereof shall be observed on 28 December.

38.4 When New Year's Day or Australia Day respectively is a Saturday or a Sunday a holiday in lieu thereof shall be observed on the next Monday.

38.5 Where in Victoria other public holidays are declared or prescribed holidays other than those set out in this clause, those days shall constitute additional paid holidays for the purpose of this Agreement.

38.6 The Health Service and the Australian Medical Association may agree to substitute another day for any holiday prescribed in this clause.

39. SABBATICAL LEAVE

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

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

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

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

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

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

39.4 The Health Service must recognise the Specialist's employment in excess of six (6) months in the Australian Defence Forces when calculating the continuous period of employment required.

39.5 Upon termination the Specialist will have no entitlement to remuneration for any accrued sabbatical leave.

39.6 A Specialist applying for sabbatical leave must provide nine (9) months notification of their intention to take sabbatical leave unless otherwise agreed. If the Health Service does not approve the taking of leave within three (3) months the matter must be referred for resolution in accordance with the dispute settling procedure of the agreement.

39.7 Sabbatical leave taken by a Visiting Specialist for a period of less than thirteen (13) weeks pro-rata is deemed to have been taken for thirteen (13) weeks pro-rata. Sabbatical leave taken by a Visiting Specialist for a period between thirteen (13) weeks pro-rata and twenty-six weeks pro-rata is deemed to have been taken for twenty-six weeks pro-rata.

40. SICK LEAVE

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

41. SPECIAL PAID LEAVE

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

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

42. PROVISION OF MOBILE TELEPHONES

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

43. TELEPHONE CALLS

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

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

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

44. PHYSICAL WORKING CONDITIONS

- 44.1 It is agreed that the following infrastructure standards should be met:
- (a) Access for Medical Practitioners to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
 - (b) 24 hour access to the library and all of its resources;
 - (c) Reserved car parking paid for by the hospital and available for a Medical Practitioner on call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Hospital main entrance;
 - (d) Access for Medical Practitioners to Internet and e-mail facilities for work purposes;
 - (e) Availability of an office for Medical Practitioners for private discussion with patient's relatives;
 - (f) Access for Medical Practitioners to a security escort at night.
- 44.2 Where this is currently not the case the Hospital, DHS and the AMA/ASMOF will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

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

45. REMUNERATION (FULL TIME SPECIALISTS)

**45.2 Remuneration entitlements (Full Time Specialists) from the first pay period to
commence on or after 1 July 2002.**

Classification	Classification Code	Level 1 Ordinary Weekly Rate (With Private Practice)	Level 2 Ordinary Weekly Rate (No Private Practice Ent.)
Specialist Year 1	MS11	\$1,733.25	\$1,906.55
Specialist Year 2	MS12	\$1,766.90	\$1,943.50
Specialist Year 3	MS13	\$1,800.30	\$1,980.30
Senior Specialist Year 4	MS21	\$1,925.15	\$2,117.70
Senior Specialist Year 5	MS22	\$2,002.05	\$2,202.30
Senior Specialist Year 6	MS23	\$2,083.05	\$2,291.40
Senior Specialist Year 7	MS24	\$2,165.45	\$2,382.05
Senior Specialist Year 8	MS25	\$2,252.00	\$2,477.20
Senior Specialist Year 9	MS19	\$2,295.40	\$2,526.00
Principal Specialist	MS26	\$2,342.65	\$2,576.90
Senior Principal Specialist	MS27	\$2,435.95	\$2,679.55
Executive Specialist	MS29	\$2,494.65	\$2,744.15
Executive Specialist	MS30	\$2,868.85	\$3,155.75

**45.3 Remuneration entitlements (Full Time Specialists) from the first pay period to
commence on or after 1 January 2003.**

Classification	Classification Code	Level 1 Ordinary Weekly Rate (With Private Practice)	Level 2 Ordinary Weekly Rate (No Private Practice Ent.)
Specialist Year 1	MS11	\$1,785.25	\$1,963.75
Specialist Year 2	MS12	\$1,819.90	\$2,001.80
Specialist Year 3	MS13	\$1,854.30	\$2,039.70
Senior Specialist Year 4	MS21	\$1,982.90	\$2,181.25
Senior Specialist Year 5	MS22	\$2,062.10	\$2,268.35
Senior Specialist Year 6	MS23	\$2,145.55	\$2,360.15
Senior Specialist Year 7	MS24	\$2,230.40	\$2,453.50
Senior Specialist Year 8	MS25	\$2,319.55	\$2,551.50
Senior Specialist Year 9	MS19	\$2,364.10	\$2,601.80
Principal Specialist	MS26	\$2,412.95	\$2,654.20
Senior Principal Specialist	MS27	\$2,509.05	\$2,759.95
Executive Specialist	MS29	\$2,569.50	\$2,826.50
Executive Specialist	MS30	\$2,954.90	\$3,250.40

45.4 Remuneration entitlements (Full Time Specialists) from the first pay period to commence on or after 1 January 2004.

Classification	Classification Code	Level 1 Ordinary Weekly Rate (With Private Practice)	Level 2 Ordinary Weekly Rate (No Private Practice Ent.)
Specialist Year 1	MS11	\$1,838.80	\$2,022.70
Specialist Year 2	MS12	\$1,874.50	\$2,061.90
Specialist Year 3	MS13	\$1,909.90	\$2,100.90
Senior Specialist Year 4	MS21	\$2,042.40	\$2,246.70
Senior Specialist Year 5	MS22	\$2,124.00	\$2,336.40
Senior Specialist Year 6	MS23	\$2,209.90	\$2,431.00
Senior Specialist Year 7	MS24	\$2,297.30	\$2,527.10
Senior Specialist Year 8	MS25	\$2,389.10	\$2,628.00
Senior Specialist Year 9	MS19	\$2,435.00	\$2,679.90
Principal Specialist	MS26	\$2,485.30	\$2,733.80
Senior Principal Specialist	MS27	\$2,584.30	\$2,842.70
Executive Specialist	MS29	\$2,646.60	\$2,911.30
Executive Specialist	MS30	\$3,043.50	\$3,347.90

45.5 Remuneration entitlements (Full Time Specialists) from the first pay period to commence on or after 1 January 2005.

Classification	Classification Code	Level 1 Ordinary Weekly Rate (With Private Practice)	Level 2 Ordinary Weekly Rate (No Private Practice Ent.)
Specialist Year 1	MS11	\$1,894.00	\$2,083.40
Specialist Year 2	MS12	\$1,930.70	\$2,123.80
Specialist Year 3	MS13	\$1,967.20	\$2,163.90
Senior Specialist Year 4	MS21	\$2,103.70	\$2,314.10
Senior Specialist Year 5	MS22	\$2,187.70	\$2,406.50
Senior Specialist Year 6	MS23	\$2,276.20	\$2,503.90
Senior Specialist Year 7	MS24	\$2,366.20	\$2,602.90
Senior Specialist Year 8	MS25	\$2,460.80	\$2,706.80
Senior Specialist Year 9	MS19	\$2,508.10	\$2,760.30
Principal Specialist	MS26	\$2,559.90	\$2,815.80
Senior Principal Specialist	MS27	\$2,661.80	\$2,928.00
Executive Specialist	MS29	\$2,726.00	\$2,998.60
Executive Specialist	MS30	\$3,134.80	\$3,448.30

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

period to commence on or after 1 January 2004; and from the first pay period to commence on or after 1 January 2005.

46. ADDITIONAL BENEFITS (Full time)

46.1 Continuous Duty (Full time) - All Full time Specialists will be paid Continuous Duty Allowance of 10% in addition to the Ordinary Weekly Rate. The Continuous Duty Allowance is in recognition that Full time Specialists may, from time to time, be required to work more than their Ordinary Hours due to the need to remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their rostered hours. When such continuous duty hours are worked, a Full time Specialist will not be entitled to additional payment.

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

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

46.3 Private Practice Allowance (Full time) - The ordinary weekly rate outlined in column A relates to those Full time Specialists who have an entitlement to Private Practice Fund income by virtue of being a member of a Private Practice Fund operated within the Health Service whereas Full time Specialists who do not have such access shall be paid according to column B. This does not preclude these Specialists from admitting private patients and earning income from the treatment of private patients above that specified in column B of clause 45.

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

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

46.4.2 Meeting 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.

46.4.3 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.

46.4.4 Overtime (Full time) - A Full time Specialist will not be entitled to overtime in respect to list overruns (all worked performed in relation to list overruns will be paid at ordinary rates of pay). For all other overtime worked, the Specialist will be entitled to one hundred and twenty five percent (125%) of their ordinary hourly rate.

46.4.5 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.

47. PRIVATE PRACTICE (FULL TIME)

47.1 A Full time Specialist with a Medical Appointment of twelve (12) months or more shall be eligible to treat private patients within the Health Service.

47.2 All fees from private patients seen shall be collected into Private Practice Funds (the "Funds"), as are presently operating within the Health Service.

47.3 Disbursements to Full time Specialists from the Funds shall be as determined from time to time by the Private Practice Funds' Trustees.

47.4 In the event of the Funds (in their current form and with their current range of contributors) being unable to sustain the level of disbursements which have been determined by the Private Practice Funds' Trustees, the Health Service will review the terms of this Agreement.

47.5 Where a Full time Specialist is not a member of a Fund, the Full time Specialist's rights of private practice (subject to a mutually agreed Facility Fee if relevant) may be exercised at any Campus for which the Specialist has admitting rights and these rights terminate either upon the expiry of the Medical Appointment or the employment of the Full time Specialist, whichever is the earlier.

47.6 The Health Service and the Full time Specialists shall review the operations of the Funds within six (6) months of certification of this Agreement.

48. HOURS OF DUTY (FULL TIME)

48.1 Ordinary Hours - 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.

48.1.1 Full time Specialists are required to work a minimum of eight (8) four (4) hour clinical sessions per week, except at the discretion of the Head of the Department who may reduce this allocation to seven (7) clinical sessions per week subject to the needs of the Department.

- 48.1.2 Full time Department Heads and Deputy Department Heads are each required to work a minimum of six (6) four (4) hour clinical sessions per week.
- 48.2 On-Call - The Health Service shall require a Full time Specialist to be On Call in this event, the Department Head and the Full time Specialist shall mutually agree on the rostered On Call arrangements relevant to the specific Department.
- 48.2.1 The Specialist shall ensure that they have access to an appropriate means of transport.

PART 3 SPECIFIC ADDITIONAL CONDITIONS APPLYING TO VISITING SPECIALISTS

49. REMUNERATION (VISITING SPECIALISTS)

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

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

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min Hourly Rate
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$ 102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$ 105.85
Principal Specialist					
Level 1 Bottom of Range	\$102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$ 109.30
Level 1 Top of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Level 2	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Executive Specialist					
Bottom of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Top of Range	\$120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$ 129.20

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

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

9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$105.20	\$107.00	\$109.00
Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Level2	\$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

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

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

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

Classification	0.1-7 HPW Min Hourly Rate	7.1-10.5 HPW Min Hourly Rate	10.6-14.0 HPW Min Hourly Rate	14.1-17.5 HPW Min Hourly Rate	17.6+ HPW Min Hourly Rate
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40

5th year as Specialist	\$93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20

50 ADDITIONAL BENEFITS (VISITING SPECIALISTS)

50.1 ON-CALL (VISITING SPECIALISTS)

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

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

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

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

50.2 ON-CALL PAYMENTS (VISITING SPECIALISTS)

50.2.1 "Exclusive on-call" (Visiting Specialists) means a period of on-call where a Visiting Specialist is required to be on-call only to a specified campus and available to attend the campus as soon as clinically required, usually within thirty minutes for life threatening emergencies. The pay per on-call period is as follows:

Exclusive on-call payments

Operative from the 1 st pay period to commence on or after	Per on-call period \$
1 July 2002	\$ 290.87
1 January 2003	\$ 299.60
1 January 2004	\$ 308.59
1 January 2005	\$317.84

50.2.2 "Consultative on-call" (Visiting Specialists) means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified campus. The Visiting Specialist is entitled to the following payments for each on-call period.

Consultative on-call payments

Operative from the 1 st pay period to commence on or after	per on-call period \$
1 July 2002	\$ 72.72
1 January 2003	\$ 74.90
1 January 2004	\$ 77.15
1 January 2005	\$ 79.46

50.2.3 "Availability (Visiting Specialists) means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available having regard to other commitments including on-call to other institutions to return to a specified campus. The Visiting Specialist will be entitled to the following payments for each on-call period.

Availability retainer payments

Operative from the 1 st pay period to commence on or after	per on-call period \$
1 July 2002	\$ 48.46
1 January 2003	\$ 49.92
1 January 2004	\$ 51.41
1 January 2005	\$ 52.96

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

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

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

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

Operative from the 1 st pay period to commence on or after	7.00 am to 7.00 pm Monday to Friday	7.00 pm to midnight Monday to Friday and 7.00 am to midnight Saturday, Sunday and Public	Midnight to 7.00 am Per Hour

		Holidays Per Hour	
1 July 2002	100%CMBS	\$ 122.16	\$ 128.60
1 January 2003	100%CMBS	\$ 125.82	\$ 132.45
1 January 2004	100%CMBS	\$ 129.60	\$ 136.43
1 January 2005	100%CMBS	\$ 133.49	\$ 140.52

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

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

51.3 Re-call rates if paid an availability retainer

51.3.1 Re-call payments made for emergency re-calls between 7.00am to 7.00pm Monday to Friday are 100% CMBS and for all other times 80% of CMBS. This payment is for emergencies only and the Director of the relevant Clinical Service shall be the sole arbiter.

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

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

52. RE-CALL PAYMENTS (VISITING ANAESTHETISTS)

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

Rate of re-call payment

Operative from the 1 st pay period to commence on or after	Anaesthetic RVG Units Western Hospital	Anaesthetic RVG Units Williamstown and Sunshine Hospitals
1 July 2002	\$ 24.46	\$ 25.70
1 January 2003	\$ 25.20	\$ 26.47
1 January 2004	\$ 25.95	\$ 27.26
1 January 2005	\$ 26.73	\$ 28.08

52.2 The hospital will ensure that registrar support is available for Visiting Anaesthetists.

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

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

54. INDEXATION OF CMBS (VISITING SPECIALISTS)

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

55. FRACTIONAL ALLOCATION (VISITING SPECIALISTS)

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

55.2 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).

56. ALTERATION IN VISITING SPECIALISTS HOURS OF WORK

56.1 Not less than six (6) weeks prior to 30 November, a Visiting Specialist and officers of the Campus nominated by the Chief Executive Officer for that purpose must meet and review the performance and workload of the individual Visiting Specialist during the prior year as well as the workload expectations applicable to the individual Visiting Specialist in respect of the following year. Having completed such a review, the Health Service shall, after consultation with the Visiting Specialist, fix the fractional

allocation for the Visiting Specialist during the following year together with any amendments to the terms and conditions of employment.

- 56.2 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 identifiable and appropriate circumstances. 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.
- 56.3 In the event there is a substantial change in the Fractional Allocation, any dispute arising between the parties must be dealt with in accordance with the Dispute Settling procedure. The decision of the arbiter will be accepted by the parties.
- 56.4** 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.
- 56.5 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 56.4.
- 56.6 Either the Health Service or the Visiting Specialist may request a review of the Fractional Allocation at any time.
- 56.7 Visiting Specialist's rights of private practice (subject to a mutually agreed facility fee if relevant) may be exercised at any Campus for which the Visiting Specialist has admitting rights and these rights terminate either upon the expiry of the Appointment or the employment of the Visiting Specialist, whichever is the earlier.

57. PRIVATE PRACTICE DISCOUNT (VISITING SPECIALISTS)

- 57.1** The ordinary hours of duty of a Visiting Specialists shall be the number of hours fixed in accordance with Clause 55. These hours are discounted by Private Practice hours.
- 57.1.2 Calculation of Private Practice Percentage - The Private Practice Percentage (PPP) is used to calculate Private Practice hours.
- 57.1.3 The PPP is calculated on:
- (a) Unit based Admissions between 0700 - 1900 Monday to Friday for physicians.
 - (b) Unit based Operations between 0700 - 1900 Monday to Friday for surgeons. (Anaesthetists take the average figure):
- 57.1.4** Calculation of Private Practice Hours - The PPP is applied against hours where billable private work may be performed. This is for in patient and operating hours, NOT for outpatients or administrative hours.

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

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

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

58. OVERTIME (VISITING SPECIALISTS)

58.1 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.

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

**PART 4 SPECIFIC ADDITIONAL CONDITIONS APPLYING TO CLINICAL
ACADEMICS**

59. REMUNERATION (CLINICAL ACADEMICS)

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

60. MEDICAL APPOINTMENT/EMPLOYMENT (CLINICAL ACADEMICS)

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

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

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

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

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

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

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

**61. PUBLIC HOLIDAYS - CHRISTMAS/NEW YEAR CLOSEDOWN (CLINICAL
ACADEMICS)**

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

61.1.1 A paid holiday on Easter Sunday and Easter Tuesday.

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

61.1.3 The closedown period will constitute five (5) week days during which the Clinical Academic will not be required to attend the Health Service. Two (2) of these days will be observed as Christmas Day and Boxing Day holidays (or holiday(s) in lieu thereof) and the three (3) remaining days are granted to all the Clinical Academics pursuant to Clause 61.1.2 as paid days on the basis that no days will be taken with respect to the Melbourne Cup and Labour Day holidays.

62. MATERNITY, PATERNITY AND ADOPTION LEAVE (CLINICAL ACADEMICS)

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

63. SICK LEAVE (CLINICAL ACADEMICS)

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

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

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

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

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

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

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

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

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

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

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

63.3 Where the Health Service has determined from the report(s) of the kind referred to in subclause 63.1.3 that the Clinical Academic is unlikely to resume work in the foreseeable future, the Health Service may elect to place the Clinical Academic on sick leave without salary and/or may advise the Clinical Academic to seek other sick leave cover.

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

64. SABBATICAL LEAVE (CLINICAL ACADEMICS)

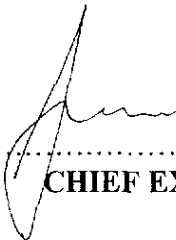
In addition to the general provision, a Clinical Academic is entitled to a maximum of twenty-six (26) weeks paid leave for each three (3) years of continuous employment. The sabbatical leave must be paid at 50% of the Clinical Academic's ordinary hourly rate of remuneration at the date of the commencement of the leave by the Health Service and University respectively.

PART 5 SIGNATORIES

65. SIGNATORIES

EXECUTED as an agreement this *Sixteen*..... day of *December*..... 2004.

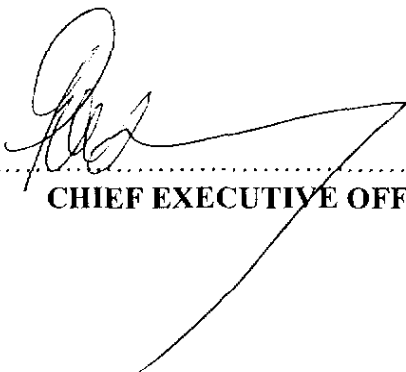
Signed for and on behalf of the
WESTERN HEALTH


.....
CHIEF EXECUTIVE OFFICER

Signed for and on behalf of the
**AUSTRALIAN MEDICAL
ASSOCIATION VICTORIA (LTD)**


.....
DIRECTOR INDUSTRIAL RELATIONS

Signed for and on behalf of the
**AUSTRALIAN SALARIED MEDICAL
OFFICERS FEDERATION**


.....
CHIEF EXECUTIVE OFFICER