

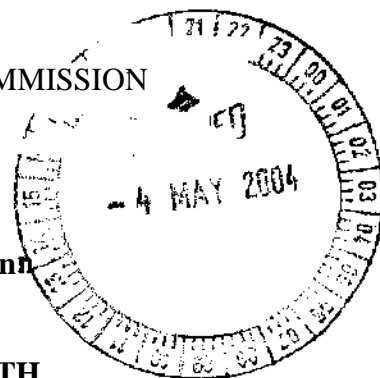
AG833761PR946110

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ certification of agreement

Australian Salaried Medical Officers Federation
(AG2004/2419)

**AMA WOMEN'S AND CHILDREN'S HEALTH
[SENIOR MEDICAL SPECIALISTS] CERTIFIED AGREEMENT 2003**



Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 28 APRIL 2004

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

PREAMBLE

This is an application to certify an agreement, to be known as the *AMA Women's and Children's Health [Senior Medical Specialists] Certified Agreement 2003*, that is made pursuant to S.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

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

I am also satisfied that:

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

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

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

Accordingly, the agreement will be certified to operate in accordance with its terms from 28 April 2004.

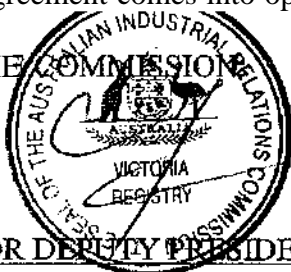
Although the AMA, an association not registered under the Act, is a party to the agreement, this does not detract from the fact that the agreement is made pursuant to S.170LT between an employer and an organisation of employees. The certification only extends to the employer and the registered organisation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

CERTIFICATION OF AGREEMENT

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

This agreement comes into operation on the date of certification, being 28 April 2004.

BY THE



SENIOR DEPUTY PRESIDENT

Appearances:

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

R. Vidmar on behalf of Women's and Children's Health.

Hearing details:

2004.

Melbourne:

April, 28.

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AMA - WOMEN'S AND CHILDREN'S HEALTH
[SENIOR MEDICAL SPECIALISTS]
CERTIFIED AGREEMENT 2003

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

PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This agreement shall be known as the AMA Women's and Children's Health [Senior Medical Specialists] Certified Agreement 2003 ("the Agreement").

2. ARRANGEMENT

This Agreement is arranged as follows;

SECTION 1 COMMON CONDITIONS FULL TIME AND FRACTIONAL SPECIALISTS

SECTION 2 SPECIFIC CONDITIONS - FULL TIME SPECIALISTS

SECTION 3 SPECIFIC CONDITIONS - FRACTIONAL SPECIALISTS

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SECTION X - COMMON CONDITIONS FOR ALL MEDICAL SPECIALISTS

3. INCIDENCE AND PARTIES BOUND

The Agreement shall bind the Women's and Children's Health Service ("the Health Service"), all employees who are employed by the Health Service as Medical Specialists, the Australian Medical Association Victoria, ("The AMA") and the Australian Salaried Medical Officers Federation ("ASMOF") but excluding those Specialists employed as Full Time Anaesthetists at the Royal Children's Hospital.

4. RELATIONSHIP WITH AWARD

In reaching this agreement the parties acknowledge that they have to the best of their endeavours produced a comprehensive agreement on rates and conditions. Nevertheless during the currency of this agreement the terms and conditions of this agreement shall be read and interpreted in conjunction with the provisions of the *Hospital Specialists and Medical Administrators Award 2002* (the Award). In the event of any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

5. TERM OF AGREEMENT

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

6. NO EXTRA CLAIMS

6.1 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.

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

7. VARIATION OF AGREEMENT

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

8. RENEWAL OF AGREEMENT

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

9. SAVINGS

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

10. CONTINUITY OF EMPLOYMENT

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

10.2 If the medical was employed by the Health Service prior to certification of this Agreement, then the Medical 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.

10.3 The Health Service recognises past service for the purposes of continuity but is not liable in any subsequent claim for payment of long service leave for any period of 10 years or more that was accrued prior to their commencement at the Health Service.

10.4 Medical Specialists claiming recognition of prior service shall provide to the satisfaction of the Health Service evidence of the average ordinary hours worked over that period and where this is less than full time the amount of service to be recognised shall be reduced accordingly.

11. DUTIES OF MEDICAL SPECIALISTS

11.1 The Medical Specialists are employed by the Health Service to provide and facilitate the provision of medical services to Health Service patients. Each Medical Specialist shall:

11.1.1 Undertake such duties and exercise such powers in the Health Service as the Head of Department or Divisional Director, from time to time, reasonably assigns or vests in the Medical Specialist

11.1.2 In the discharge of such duties and in the exercise of such powers, observe and comply with the Health Service's By-laws and policies, all resolutions passed by the Board, all lawful directions from time to time given by or through the Head of Department and Divisional Director and with the terms of agreements and directions which are binding on the Health Service pursuant to the Health Services Act, to the extent that each is consistent with this Agreement.

11.1.3 Maintain current registration as required by the Medical Practice Act 1994.

11.1.4 Where required, hold and maintain membership of a recognised medical defence organisation and provide evidence of such membership if requested by the Chief Executive Officer.

11.1.5 Where and when appropriate utilise electronic time keeping in lieu of time cards/manual notes when this facility becomes available and ensure that a time card, signed by the Medical Specialist and certified correct by the person authorised, is completed for each pay period worked, so as to concur with audit requirements and that this time card is delivered to the pay office by the due date.

12. REMUNERATION ENTITLEMENTS

12.1 The base rates set out in Clause 45 and Clause 52 reflect 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.

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

13. DISPUTE RESOLUTION

13.1 Framework for Resolution

It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties. It is recognised that from time to time individual Medical Specialists may have grievances, which need to be resolved in the interests of good relationships. A Medical Specialist will have the right for grievances to be heard through all levels of line management

13.1.1 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.

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

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

13.2 Process for Resolving Disputes

- 13.2.1 In the first instance the Medical Specialist shall attempt to resolve the grievance with his/her Department Head,
- 13.2.2 If the Medical Specialist still feels aggrieved then the matter shall be referred to the appropriate Divisional Director,
- 13.2.3 If the matter is still unresolved it shall be referred to the Executive Director - Medical for resolution.
- 13.2.4 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.

14. CONTRACTS OF EMPLOYMENT

Contracts of no less than three (3) years are standard save for identifiable and appropriate circumstance. Appropriate circumstances do not include circumstances where a short-term contract is used as a device to avoid responsibilities under what is in effect a continuing or ongoing employment relationship.

15. TERMINATION OF EMPLOYMENT

- 15.1 The Health Service may, subject to the *Health Services Act 1988*, terminate the employment of a Medical Specialist if the Medical Specialist shall at any time:
 - 15.1.1 commit any serious or persistent breach of any of the provisions of this Agreement,
 - 15.1.2 be guilty of any serious misconduct or neglect in the discharge of his/her duties,
 - 15.1.3 ceases to hold current registration as required by the *Medical Practice Act* or ceases to hold membership of a recognised medical defence organisation as required by this Agreement,
 - 15.1.4 be found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the *Medical Practice Act* or if any limitation, condition or restriction on the practice of the Medical Specialist is imposed pursuant to the Act,
 - 15.1.5 fail to meet the standards reasonably required by the Health Service in respect of the continuing education of the Medical Specialist,

- 15.1.6 be found guilty of any criminal offence other than an offence which in the reasonable opinion of the Health Service should not affect the Medical Specialist's employment by the Health Service,
- 15.2 In the exercise of its powers in relation to the Medical Specialist the Health Service shall make due inquiry, apply the principles of natural justice and comply with all applicable laws of the Commonwealth and the State.
- 15.3 Nothing in this clause shall be construed as to deny or limit the remedies at law of the Medical Specialist where his or her appointment to the Health Service is wrongfully terminated or to deny or limit the rights of review of administrative decisions, which may be available at law.
- 15.4 Either the Health Service or the Medical Specialist may terminate employment by giving 3 months notice of termination in writing.
- 15.5 If the Medical Specialist's services are no longer required by the Health Service in consequence of structural or technological change, changes in the role or functions of the Health Service, substantial reduction in Health Service patient numbers or like events, the Health Service may terminate employment upon the giving of a minimum of three months (or such longer period as is considered by the Health Service to be appropriate to the particular circumstances) notice in writing to the Medical Specialist.
- 15.6 If a notice is served by the Health Service terminating employment without three months' notice, the Health Service must pay the practitioner three months' remuneration applicable on the date notice was served in lieu of such notice period.
- 15.7 Full time staff at least in their second year or beyond of a five year appointment and given notice to terminate their employment shall be entitled to a separation package, in accordance with Victorian Government policy, as determined from time to time, in addition to any entitlements to long service leave and annual leave.

16. INSURANCE

- 16.1 The Health Service represents to the Medical Specialist (with the intention that the Medical Specialist should rely upon that representation), that pursuant to the insurance contract between Victorian Managed Insurance Authority and the Minister for Health for the State of Victoria, in force at the date of this Agreement:
- The Health Service is a named insured therein; and
 - The Medical Specialist is a named insured therein entitled to indemnity as provided by and subject to the terms and conditions of that contract.
- 16.2 Where full time hospital employees are required to work in privatised clinics the Health Service shall reimburse the increased cost of medical insurance premiums.

17. SALARY PACKAGING

17.1 It is a provision of the Agreement that up to 50% of the rate of remuneration or the legislative limit as provided in the Fringe Benefits Tax Assessment Act 1986, (whichever is the lesser) can be packaged and taken as a combination of salary and benefits in accordance with the Health Service's policy on salary packaging and subject to the Medical Specialist paying normal administrative costs. As far as possible, it is the intention of the Health Service to maintain a worthwhile salary packaging program for all staff. However, if changes to legislation or other changes result in the cost of this arrangement to the Health service increasing, then any continuation of a salary packaging arrangement will be dependant on the participating Medical Specialist meeting any additional costs, including taxation, associated with such changes or the arrangement will be ceased.

17.2 The remuneration as specified in this agreement can be packaged and taken as a combination of salary and benefits up to the legislative limit specified in the *Fringe Benefits Tax Assessment Act 1986* (Cth) subject to the Medical Specialist paying normal administrative costs. If changes to legislation result in the cost of this arrangement to the Health Service increasing, then any continuation of a salary packaging arrangement will be dependant on the participating Medical Specialist meeting any additional costs, including taxation, associated with such changes.

18. CAR PARKING

Free car parking at either or both sites shall be available to Medical Specialists who are rostered on-call and who are recalled to the Health Service.

19. PAYROLL

Should an error occur in the payment of a Medical Specialist, the Health Service agrees to correct an underpayment for the monies outstanding as soon as practicable following the discovery of the error. Any underpayment less than 5% of the Medical Specialist's fortnightly salary will be corrected in the next pay period. Should the error be an overpayment, the Medical Specialist agrees to authorise the Health Service to correct the overpayment by fortnightly deduction from his/her pay, in a minimum instalment of 10% of his/her fortnightly salary or the total amount, until the full amount of the overpayment has been reimbursed to the Health Service.

20. PRESERVATION OF LEAVE ENTITLEMENTS AND CONTINUITY OF SERVICE

20.1 Nothing in this Agreement will act so as to diminish leave entitlements accrued. For the purposes of long service leave and sick leave continuity and portability Medical Specialists are subject to the terms and conditions of the relevant pre-existing award identified in clause 4 of this agreement except for Medical Specialists that commence on or after 25 November 1997 where the following shall also apply in relation to long service leave;

or after 25 November 1997 where the following shall also apply in relation to long service leave;

20.1.1 The Health Service recognises past service for the purposes of continuity but is not liable in any subsequent claim for payment of long service leave for any period of 10 years or more that was accrued prior to their commencement at the Health Service.

20.1.2 Medical Specialists claiming recognition of prior service shall provide to the satisfaction of the Health Service evidence of the average ordinary hours worked over that period and where this is less than full time the amount of service to be recognised shall be reduced accordingly.

21. PARENTAL LEAVE

21.1 Definitions

21.1.1 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.

21.1.2 Subject to 21.1.3, in this clause, spouse includes a de facto or former spouse.

21.1.3 In relation to 21.5, spouse includes a de facto spouse but does not include a former spouse.

21.2 Basic Entitlement

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

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

21.2.2 Subject to 21.3.6, 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:

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

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

21.3 Maternity Leave

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

21.3.1(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;

21.3.1(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.

21.3.2 When the employee gives notice under 21.3.1(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.

21.3.3 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.

21.3.4 Subject to 21.2.1 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.

21.3.5 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.

21.3.6 Special Maternity Leave

21.3.6(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.

21.3.6(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.

21.3.6(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.

21.3.7 Where leave is granted under 21.3.4, 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.

21.4 Paternity Leave

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

21.4.1 (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

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

21.4.1 (c) a statutory declaration stating:

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

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

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

21.4.2 The employee will not be in breach of 21.4.1 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.

21.5 Adoption Leave

21.5.1 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.

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

- 21.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;
 - 21.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 21.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 21.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 21.5.4 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.
- 21.5.5 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.
- 21.5.6 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.

21.6 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.

21.7 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.

21.8 Transfer to a Safe Job

- 21.8.1 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.

- 21.8.2 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.

21.9 Returning to Work After a Period of Parental Leave

21.9.1 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.

21.9.2 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 21.8, the employee will be entitled to return to the position they held immediately before such transfer.

21.9.3 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.

21.10 Replacement Employees

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

21.10.2 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.

22. PERSONAL AND COMPASSIONATE LEAVE

22.1 **If** a Medical Specialist satisfies his or her immediate superior that he/she is unable to attend work due to a significant personal reason (which may include providing care or support for a spouse, de facto spouse, partner, parent, parent in-law, child, grandchild, sibling, grandparent, or significant other) the Medical Specialist may take up to five days of paid leave in any one year. A Medical Specialist may be required to submit a statutory declaration which shall be retained by the Health Service as a confidential record to be destroyed 12 months after the conclusion of the calendar year to which it relates.

22.2 An entitlement to personal leave shall not accumulate from year to year and the Specialist's accrued sick leave entitlement will be reduced by the amount of personal leave taken.

22.3 A Medical Specialist shall be entitled to a total of four days per year compassionate leave for the death or serious illness of a spouse, de facto spouse, partner, parent, sibling, child, parent-in law, grandparent, grandchild or next of kin. This leave may be taken in conjunction with any other form of leave.

22.4 Compassionate leave does not accumulate from year to year.

23. LONG SERVICE LEAVE

23.1 An employee shall be entitled to six months paid long service leave after fifteen years continuous service with any hospital or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act 1988, and the Department of Human Services Victoria and thereafter 2 months for each completed five years of continuous service. An employee who has completed at least ten years continuous service shall be entitled to take such an amount as equals one thirtieth of the period of service. Payment shall be made on the basis of the average weekly number of hours worked by the employee over the qualifying period calculated at the ordinary time rate of pay. Leave shall be taken at a mutually agreed time or otherwise as permitted by the Health Service's policy on long service leave. Service also includes all periods, which a practitioner was serving in the Australian Defence Forces.

23.2 A Medical Specialist who has at least ten years continuous service, who resigns or retires or whose appointment expires and who has not taken long service leave, will receive the amount to which the Medical Specialist would have been entitled plus a pro rata amount for all service in excess of ten years, provided that such resignation or retirement is not due to serious or wilful misconduct.

23.3 If the Medical Specialist dies and, at the date of death, is eligible for long service leave, the Health Service shall pay to the personal representative of the deceased Medical Specialist the amount that the Medical Specialist would have been entitled to receive had he/she retired immediately prior to the date of his death. If the Medical Specialist dies whilst on long service leave, the Health Service shall pay to the personal representative of the deceased Medical Specialist a sum equal to the amount which would have been payable to the Medical Specialist had he/she retired before taking the leave less any amount already paid to the Medical Specialist in respect of such leave.

23.4 If the Medical Specialist and the Health Service agree, the Health Service may pay to the Officer an amount representing the Officer's Long Service Leave entitlement. Such an agreement may only be made if the Officer has completed at least 10 years' recognised continuous service with the Health Service. If the Health Service makes such a payment, it shall extinguish the Officer's entitlement to long service leave in respect of the period for which the payment is made.

23.5 For the purposes of long service leave accrual, service is deemed to be continuous provided there is no period of absence that exceeds 5 weeks, unless such absence is paid leave or unless otherwise agreed in writing.

- 23.6 On and from 1 January 2003 a Medical Specialist whose entitlement to long service leave exceeds seven months, may be directed by the Health Service with three months notice to take their long service leave if agreement on a mutually convenient time for taking the leave cannot be reached.
- 23.7 Notwithstanding the provisions of the clause, a medical specialist may, subject to the approval of the organisation, convert his or her long service leave entitlement in one of the following ways:
- 23.7.1 taking a period of leave equal to double the period of leave accrued at half the rate of pay for the period of approved leave; or
- 23.7.2 taking a period of leave equal to half the leave accrued at double the rate of pay for the period of approve leave.
- 23.8 Fractional Specialists may apply for temporary variation in the number of hours allocated per week during their period of long service leave, providing that such variation will not affect total benefits or entitlements, but enable accrued benefits to be received over a shorter period of time.

24. ANNUAL LEAVE

- 24.1 A Medical Specialist shall be entitled to 4 weeks' annual leave on completion of each year of service with the Health Service without deduction of pay. Full time Practitioners who participate in an on-call roster shall receive an additional weeks leave.
- 24.2 An additional day shall be added to the annual leave entitlement for any and every public holiday, which falls in a period of annual leave.
- 24.3 Annual leave shall be granted and taken within a period of 12 months of its becoming due (being twelve months after commencement and every twelve months thereafter), at a time suitable to the Health Service and the Medical Specialist. The Health Service may direct the Officer to take annual leave, which has not been taken within 12 months of accrual.
- 24.4 On and from 1 January 2003 a Medical Specialist, whose annual leave accrual exceeds six weeks and the deferment of leave has not been approved in writing by the Health Service, may be directed by the Health Service with three months notice to take part of their annual leave until such time as the Medical Specialist's accrual is not more than six weeks, if agreement on a mutually convenient time for taking the leave cannot be reached. For the purposes of this sub-clause the accrual is the sum of the Officer's entitlement plus the pro-rata entitlement.
- 24.5 If the Medical Specialist's employment is terminated, he/she shall be granted pro rata annual leave or payment in lieu.

- 24.6 If the Medical Specialist becomes sick for a period of not less than 5 days whilst on annual leave and upon return from leave provides the Health Service with a certificate of another registered Medical Specialist, then the number of days not less than 5 specified in the certificate shall be deducted from any sick leave entitlement standing to the Officer's credit, and shall be re-credited to the annual leave entitlement.
- 24.7 This clause shall not apply to any Medical Specialist whose rate of pay has been negotiated so as to exclude the provision of paid annual leave.
- 24.8 A Fractional Specialist may request that annual leave, in excess of four weeks, be cashed out by the Health Service. Any annual leave cashed out by the Health Service will extinguish the entitlement to this accrued leave. This clause will apply until 1 August 2004 at which time the provision will lapse and cease to have effect.
- 24.9 Fractional Specialists may apply for temporary variation in the number of hours allocated per week during their period of annual leave, providing that such variation will not affect total benefits or entitlements, but enable accrued benefits to be received over a shorter period of time.

25. PUBLIC HOLIDAYS

- 25.1 A Medical Specialist shall be entitled to be absent without deduction of pay as rostered on the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day. In respect to Easter Saturday a Medical Specialist who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall not be entitled to any benefit for the said public holiday.
- 25.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 25.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 25.4 When New Year's Day or Australia Day is a Saturday or Sunday a holiday in lieu thereof shall be observed on the next Monday.
- 25.5 A Medical Specialist who is required by the Health Service to attend on a day specified as a public holiday shall be entitled to that period worked being added to the Medical Specialist's annual leave.

26. SICK LEAVE

- 26.1 A Medical Specialist who becomes unfit for duty due to personal ill health or injury shall be entitled to 28 days of paid sick leave (pro rata if less than **full** time) per year. Such leave shall be cumulative from year to year.

26.2 This clause shall not apply to any Medical Specialist whose rate of pay has been negotiated so as to exclude the provision of paid sick leave.

27. ACCIDENT PAY

27.1 Definitions

The words hereunder shall bear the respective definitions set out herein:

27.1.1 Accident Pay

27.1.1 (a) Total incapacity - In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Accident Compensation Act 1985 (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 93 of the Act for the week in question and the payment which would have been payable under this agreement for the employee's normal classification of work for the week in question if he had been performing his/her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

27.1.1(b) Partial Incapacity - In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Accident Compensation Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 93 of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Victorian Workcover Authority as agreed between the parties) and the payment for a day worker which would have been payable under this Agreement for the employee's normal classification or work for the week in question if he had been performing his normal duties provided that such latter, rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

The payment above mentioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to Section 93 of the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

27.1.1(c) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

27.1.2 Injury

Injury shall be given the same meaning and application as applying, under the Accident Compensation Act 1985 and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

27.1.3 Accident Compensation Act 1985

Means, as amended from time to time, by the State of Victoria.

Where an entitlement to Accident Make-up Pay arises under this Agreement any reference to the workers shall be deemed to include a reference to the Workers Compensation Act 1958 and any reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Workers Compensation Act 1985.

27.2 Qualifications for Payment

Always subject to the terms of this clause, an employee covered by this agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his employer who is liable to pay compensation under the Act, which said liability by the employer for Accident Pay may be discharged by another person on his behalf, provided that:

27.2.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom he was employed at the time of the incapacity and then only for such period as he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from his employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his employer of the continuing payment of weekly workers compensation payments.

27.2.2 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to sub-clause 27.2.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

27.2.3 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive Workers Compensation therefore shall receive Accident Pay from the first day of the incapacity.

27.2.4 An employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit his entitlement to accident pay under this clause.

27.3 Period of Payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in sub-clause 27.1.2.

27.4 Absences on Other Paid Leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

27.5 Notice of Injury

An employee upon receiving an injury for which he claims to be entitled to receive accident pay shall give notice in writing of the said injury to his employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

27.6 Medical Examination

In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the

employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

27.7 Cessation of Weekly Payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

27.8 Civil Damages Claims

27.8.1 An employee receiving or who has received accident pay shall advise his employer of any action he may institute or any claim he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

27.8.2 Where an employee obtains a judgement or settlement for damages in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

27.8.3 Where an employee obtains a judgement or settlement for damage against a person other than the employer in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which judgement or settlement has not been so reduced.

27.9 Insurance against Liability

Nothing in this Agreement shall require an employer to insure against his liability for accident pay.

27.10 Variations in Compensation Rates

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

27.11 Death of an Employee

All rights to accident pay shall cease on the death of an employee.

27.12 Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 22 September 1975.

28. ANTI-DISCRIMINATION

The parties to this agreement agree that:

28.1 It is their intention to achieve the principal object in paragraph 3 (G) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

28.2 Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

28.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

28.4 Nothing in these provisions prohibits

28.4.1 Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or

28.4.2 Any discriminatory conduct (or conduct having a discriminatory effect) if;

28.4.2(a) The employee is a member of staff of an institution in accordance with the doctrines, tenets, beliefs, or teachings of a particular religion or creed; and

28.4.2(b) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed

29. JURY SERVICE

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

30. SUMMER TIME

30.1 Notwithstanding anything contained elsewhere in this Agreement, where by any reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift

- Commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
- Commencing on or before the time prescribed pursuant to such legislation for the termination of a summertime period

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

30.2 In this clause the expressions 'standard time ' and 'summer time' shall bear the same meaning as are prescribed by legislation, and 'legislation 'shall mean the Summer Time Act 1972 as amended or as substituted.

31. HEALTH AND SAFETY

31.1 The parties are aware that rosters and design of working arrangements should be implemented in a manner that as far as reasonable and practicable eliminates or minimises the risks to patient care and doctor's health and safety. It is agreed that the *National Code of Practice - Hours of Work, Shiftwork and Rostering for Hospital Doctors* forms a suitable framework under which to consider safe working hours issues.

31.2 The parties confirm that Doctors should not perform work outside of their principal employment such that it would result in an overall excessive or unsafe work pattern for the Doctor. Employers confirm their responsibility not to roster or arrange work hours such that an excessive or unsafe work pattern for Doctors exists at the Employer's place of work.

32. RESEARCH MATERIAL/DISCOVERIES AND IDEAS

32.1 Any discovery, invention or improvement in any device, process, chemical, biological substance or the like made by the Medical Specialist in the course of Specified Activities shall, unless otherwise determined, be the property of the Health Service.

32.2 "Specified Activities" means:

32.2.1 any activity arising out of or in the course of the Officer's employment;

- 32.2.2 any activity, study or investigation to which the Health Service has contributed substantial funds or provided supervision; or
- 32.2.3 any activity, study or investigation by the Officer using any facility or equipment of the Health Service.
- 32.3 The Health Service may, at its discretion, reward the Officer for any discovery, invention or improvement of any device, process, chemical, biological substance or the like,
- 32.4 The Officer shall, if required by the Health Service, formally assign all interest in the discovery, invention or improvement to the Health Service. The costs of assignment will be borne by the Health Service.
- 32.5 Upon making a discovery, invention or improvement which may reasonably be considered by the Officer (having regard to his/her knowledge and experience in such matters) likely to be patentable, the Officer shall notify the Health Service of the existence and nature of the invention and disclose to the Health Service relevant details.
- 32.6 The Officer so far as it is practicable shall keep confidential and not disclose to any other person without the prior approval of the Health Service the existence, nature and details of the discovery, invention or improvement, except whether disclosure is to legal advisers for the purposes of clarifying rights in relation to the discovery.
- 32.7 The Officer shall not, without the prior approval of the Health Service, enter into any arrangement with any other person whereby that person is granted or may acquire rights to a discovery, invention or improvement
- 32.8 Notwithstanding the above, the Officer shall have the right to publish the results of any research material which he/she considers appropriate. Royalties arising from any publication shall rest with the Medical Specialist concerned.

33. CONFERENCE LEAVE

- 33.1 The Medical Specialist shall be entitled to paid leave of absence up to a maximum of two weeks in any one year to attend a conference or conferences approved by the Health Service. Conference leave may be accumulated to a maximum of 4 weeks only. Whilst on leave the Medical Specialist shall be paid the remuneration he or she would have received had he or she attended the Hospital during the period of leave,
- 33.2 The application for conference leave shall be in writing to the Head of Department and shall contain adequate details of the conference or conferences proposed to be attended.
- 33.3 Where the Department Head does not within six weeks of the receipt of such application approve the Medical Specialist's attendance at such conference or conferences, the employee shall refer the matter to their Divisional Director for determination. If the matter remains unresolved it will be dealt with under Clause 16 - Dispute Resolution.

34. SABBATICAL LEAVE

- 34.1 The Medical Specialist, after completion of a period of six years continuous service, shall be entitled to a maximum of 26 weeks' leave of absence for Sabbatical Leave. Remuneration shall be at the rate applicable immediately prior to the date on which leave is taken. Notwithstanding the above, fractional specialists may apply for a temporary variation in the number of hours allocated per week during their period of sabbatical leave, provided that such variation will not affect total benefits or entitlements, but enable accrued benefits to be received over a shorter period of time.
- 34.2 The sabbatical leave shall be given as soon as practical having regard to the needs of the Health Service but the taking of such leave may be postponed to a mutually agreed date.
- 34.3 The Medical Specialist's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed program of study or research. Where the Health Service does not approve the Medical Specialist's program of study or research within three months of receipt of the written application, the Health Service shall refer the matter to the Divisional Director for determination. If the Health Service continues to withhold approval, the matter may be referred for resolution under the provisions of Clause 14 - Dispute Resolution.
- 34.4 The Medical Specialist may take his or her sabbatical leave as a 26 week continuous block, in two 13 week blocks, or in multiple periods of four weeks. Other periods may be considered on a case-by-case basis. If the Medical Specialist only takes part of his or her sabbatical leave entitlement, then, subject to application and written agreement by the Divisional Director before proceeding on leave, he or she may continue to be eligible to receive the balance of the sabbatical leave.
- 34.5 Sabbatical leave does not accumulate if not taken or delayed, unless by mutual agreement. Where the Medical Specialist has proceeded on sabbatical leave, accrual of further sabbatical leave shall not commence until the date of the Medical Specialist's return to duty following sabbatical leave and until all the original entitlement to sabbatical leave is extinguished. Where an officer has had his/her leave deferred or cancelled by the Health Service in writing, he/she shall not be disadvantaged by the operation of this sub-clause.

35. PROVISION OF MOBILE TELEPHONES

When the hospital requires a Medical Specialist 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 Specialist when making or receiving work related telephone calls.

36. PHYSICAL WORKING CONDITIONS

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

- 36.1.1 Access for Medical Specialists to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
 - 36.1.2 24 hour access to the library and all of its resources;
 - 36.1.3 Access for Medical Specialists to Internet and e-mail facilities for work purposes;
 - 36.1.4 Availability of an office for Medical Specialists for private discussion with patient's relatives;
 - 36.1.5 Access for Medical Specialists to a security escort at night.
- 36.2 Where this is currently not the case the Hospital, DHS and the AMA/ASMOF will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

37. PERFORMANCE MANAGEMENT AND DEVELOPMENT

- 37.1 All medical specialists agree to participate in the Women's and Children's Health Performance Management and Development system, within agreed timeframes.
- 37.2 The performance and development objectives and Key Performance Indicators for the Medical Specialist will be developed to align with the strategic goals of Women's and Children's Health.

SECTION 2 -SPECIFIC CONDITIONS - FULL TIME SPECIALISTS

38. DEFINITION

A Full Time Specialist is a person appointed as such and is ready willing and available to work a full week.

39. PRIVATE PRACTICE

In this clause "private patient" means private inpatient and private non admitted patient, and includes any person not eligible to be treated as a public patient.

The Medical Specialist may, with the written permission of the Health Service's Board of Directors, use Health Service facilities and equipment to carry on a private practice subject to the following conditions:

39.1 General Conditions

39.1.1 The Medical Specialist may render accounts and collect fees for private patients or appoint the Health Service as an agent to do this. If the Health Service is appointed an agent to render accounts and collect fees, the cost of collection will be charged monthly to the Medical Specialist by the Health Service as part of the facilities charge.

39.1.2 Fees collected for all private patients shall be paid into a Department Special Purpose Fund operated by the Health Service or, at the election of the Medical Specialist and on conditions agreed by the Health Service's Board of Management into a separate bank account operated under the Medical Specialist's or Department's name. Monies in any bank account used for this clause, together with accumulated interest shall be expended strictly in accordance with clause 39.2.

39.1.3 If the Medical Specialist fails to comply with any of the conditions applying to his/her exercise of private practice, including those in clause 39.2, the Health Service may suspend or revoke the Medical Specialist's right of private practice.

39.1.4 The Medical Specialist agrees to charge CMBS inpatient fees for "private elect" patients. The Medical Specialist acknowledges that he or she will not raise a charge for services rendered to non privately referred inpatients that exceeds 100% of the fee set out in the CMBS, except where these are fully funded by contract with a health insurance organisation.

39.1.5 The Medical Specialist shall maintain an adequate record of accounts and provide the Health Service with accounts for audit by the Auditor-General for each financial year within three months of the end of financial year, or provide a set of audited accounts.

39.1.6 HMO's and medical students will be invited by the Medical Specialist to attend Fee-for-Service Clinics.

39.1.7 The Medical Specialist will arrange appropriate referral for any private patient and the Officer hereby acknowledges that sole legal responsibility for consultation and diagnosis connected with the treatment of private patients rests with him/her.

39.2 Distribution of Monies

39.2.1 Monies contained in the Special Purpose Fund referred to in clause 39.1.2 shall be expended solely for the following purposes and in the following order of priority:

39.2.1 The first call on monies shall be to reimburse the Health Service for reasonable expenses which the Health Service has advised the Medical Specialist it has incurred in rendering accounts and collecting fees on behalf of the Medical Specialist who has appointed the Health Service as his/her agent under clause 39.1.1.

39.2.2 The next call shall be to pay the Health Service a facilities and services fee comprising the percentages of private practice fee income.

39.2.3 The next call shall be to pay the Medical Specialist a bonus, funds permitting, comprising in any twelve (12) month period such proportion of his/her base salary, being between 25% and 40%, as agreed between the Department Head and Divisional Director. The Medical Specialist may elect to salary package the bonus in accordance with Health Service policy.

39.2.4 The next call shall be to reserve funds for Department equipment, research, development and agreed salary support.

39.2.5 The next call shall be to pay the Medical Specialist an additional private practice bonus as agreed between the Department Head and Divisional Director. The Medical Specialist may elect to salary package the bonus in accordance with Health Service policy.

39.2.6 The next call shall be to reserve the remainder of the monies for the Department's equipment research and development. These funds may be expended on equipment, research and development and educational pursuits of the Medical Specialist, as approved by the Department Head.

40. RATES OF PAY

40.1 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum weekly rates from the first pay period to commence on or after 1 July 2002.

Classification	Minimum Rate Excluding Private Practice Arrangements	Minimum Rate including Private Practice Arrangements
Specialist year 1	\$2,027.30	\$2,324.30
Specialist Yr. 2	\$2,100.60	\$2,369.40
Specialist Yr. 3	\$2,174.00	\$2,414.30
Snr. Specialist Yr. 4	\$2,247.30	\$2,576.00
Snr. Specialist Yr. 5	\$2,337.20	\$2,676.10
Snr. Specialist Yr. 6	\$2,430.70	\$2,780.60
Snr. Specialist Yr. 7	\$2,527.90	\$2,888.90
Snr. Specialist Yr. 8	\$2,629.00	\$3,001.70
Snr. Specialist Yr. 9	\$2,681.70	\$3,060.60
Principal Specialist level 1	\$2,734.30	\$3,119.50
Principal Specialist level 2	\$2,855.40	\$3,241.70
Executive Specialist	\$3,344.29	\$3,817.70

An additional over award amount will be payable to Executive specialists to ensure they are not disadvantaged by translating to this classification.

40.2 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum weekly rates from the first pay period to commence on or after 1 January 2003.

Classification	Minimum Rate Excluding Private Practice Arrangements	Minimum Rate Including Private Practice Arrangements
Specialist year 1	\$2,088.12	\$2,394.03
Specialist Yr. 2	\$2,163.62	\$2,440.48
Specialist Yr. 3	\$2,239.22	\$2,486.73
Snr. Specialist Yr. 4	\$2,314.72	\$2,653.28
Snr. Specialist Yr. 5	\$2,407.32	\$2,756.38
Snr. Specialist Yr. 6	\$2,503.62	\$2,864.02
Snr. Specialist Yr. 7	\$2,603.74	\$2,975.57
Snr. Specialist Yr. 8	\$2,707.87	\$3,091.75
Snr. Specialist Yr. 9	\$2,762.15	\$3,152.42
Principal Specialist level 1	\$2,816.33	\$3,213.09

Principal Specialist level 2	\$2,941.06	\$3,338.95
Executive Specialist	\$3,444.62	\$3,932.23

40.3 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum weekly rates from the first pay period to commence on or after 1 January 2004.

Classification	Minimum	Rate Minimum	Rate
	Excluding Private Arrangements	Including Practice Private Arrangements	Practice
Specialist year 1	\$2,150.76	\$2,465.85	
Specialist Yr. 2	\$2,228.53	\$2,513.70	
Specialist Yr. 3	\$2,306.40	\$2,561.33	
Snr. Specialist Yr. 4	\$2,384.16	\$2,732.88	
Snr. Specialist Yr. 5	\$2,479.54	\$2,839.07	
Snr. Specialist Yr. 6	\$2,578.73	\$2,949.94	
Snr. Specialist Yr. 7	\$2,681.85	\$3,064.83	
Snr. Specialist Yr. 8	\$2,789.11	\$3,184.50	
Snr. Specialist Yr. 9	\$2,845.02	\$3,246.99	
Principal Specialist level 1	\$2,900.82	\$3,309.48	
Principal Specialist level 2	\$3,029.29	\$3,439.12	
Executive Specialist	\$3,547.95	\$4,050.20	

40.4 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum weekly rates from the first pay period to commence on or after 1 January 2005.

Classification	Minimum Rate	Minimum Rate
	Excluding Private Practice Arrangements	Including Private Practice Arrangements
Specialist year 1	\$2,215.29	\$2,539.83
Specialist Yr. 2	\$2,295.38	\$2,589.11
Specialist Yr. 3	\$2,375.59	\$2,638.17
Snr. Specialist Yr. 4	\$2,455.69	\$2,814.86
Snr. Specialist Yr. 5	\$2,553.92	\$2,924.25
Snr. Specialist Yr. 6	\$2,656.09	\$3,038.44
Snr. Specialist Yr. 7	\$2,762.30	\$3,156.78
Snr. Specialist Yr. 8	\$2,872.78	\$3,280.04

Snr. Specialist Yr. 9	\$2,930.37	\$3,344.40
Principal Specialist level 1	\$2,987.84	\$3,408.76
Principal Specialist level 2	\$3,120.17	\$3,542.29
Executive Specialist	\$3,654.39	\$4,171.70

40.5 Medical Specialists who do not earn at least the minimum rate (including private practice arrangements), including any disbursement from private practice arrangements paid as a salary bonus, or any other payment, which is more generous than the agreed state-wide minimum benchmark rates, may claim top-up to the minimum rate (including private practice arrangements). The minimum rate (including private practice arrangements) is contingent upon funding being provided by the Department of Human Services (DHS) for the nominal life of this agreement. If the expected funding from DHS is reduced, then the minimum rates (including private practice arrangements) will also reduce proportionately, but not to a level of less than 10% higher than the agreed state-wide minimum benchmark rates (as specified in the Heads of Agreement). No medical specialist earning more than the minimum rate (including private practice arrangements) may claim an increase in payments based on the introduction of this provision.

41. CLASSIFICATION DEFINITIONS

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

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

Where the Medical Specialist 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.

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

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

Where the Medical Specialist 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.

- 41.4 Executive Specialist is defined as a Medical Specialist appointed as such by the Health Service. An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.

Examples of such responsibility could include:

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

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

42. FLEXIBLE HOURS

- 42.1 The Medical Specialist's hours of work shall be 40 hours per week between 7 a.m. and 7 p.m., over any 5 days of each week and with no more than 10 hours in any single shift at ordinary rates. This is referred to as a "normal working week". Provided that by agreement between the Head of Department and the medical specialist, the hours may be worked over any 4 days per week. Each shift worked by a Medical Specialist shall be of at least 4 hours' duration.
- 42.2 The distribution of working hours over the 5 day "normal working week" will be negotiated between the Medical Specialist and the relevant Head of Department.
- 42.3 The Senior Medical Staff of a Department and the Head of Department will ensure that the relevant Department has at least one Senior Medical Specialist present on duty between 9 a.m. and 5 p.m. on normal working days (Monday to Friday, excluding public holidays).
- 42.4 Subject to Clause 42.3, up to two half days per "normal working week" may be spent by the Medical Specialist off Hospital premises. However, the Medical Specialist must obtain written permission from the relevant Department Head for any regular absence.
- 42.5 If the Department Head believes that the proposed period of absence from Hospital premises will not provide adequate medical staffing to ensure the efficient and effective operation of the Department and refuses permission for the Medical Specialist to be absent on a regular basis, then the request to leave shall be referred to the Divisional Director for adjudication.

- 42.6 Any agreement between the Medical Specialist and the Department Head under sub-clause 42.4 must not be for a period exceeding 12 months.
- 42.7 If the Medical Specialist enters into an agreement under sub-clause 42.4, he or she must prior to leaving Hospital premises review all in-patients under his/her care each normal working day to determine the patient's possible discharge. If the Medical Specialist is not present on any working day morning, the Officer must ensure that an appropriate senior colleague is available and able to make a decision on the necessity for continued in-patient care for any patients under the Medical Specialist's management.
43. RECALL
- 43.1 Medical Specialists available for Department recall roster shall receive a fixed allowance, which will be paid in lieu of individual recall payments.
- 43.2 At the RCH, the rolled up recall rate shall be:
- 43.2.1 \$5,876.00 per annum from the first pay period to commence on or after 1 July 2002;
 - 43.2.2 \$6,065.80 per annum from the first pay period to commence on or after 1 January 2003;
 - 43.2.3 \$6,247.80 per annum from the first pay period to commence on or after 1 January 2004;
 - 43.2.4 \$6,435.20 per annum from the first pay period to commence on or after 1 January 2005.
- 43.3 At the RCH site only, the rolled up recall rate represents one recall per week or 100 hours of recall per year. In unexpected and exceptional instances where a doctor can demonstrate recall in excess of this amount, the Health Service will commit to negotiate appropriate variations to recall arrangements on a case-by-case basis.
- 43.4 At the RWH, unless otherwise agreed between management and an individual medical specialist, the rolled up recall rate shall be:
- 43.3.1 \$2,961.40 per annum from the first pay period to commence on or after 1 July 2002;
 - 43.3.2 \$3,049.80 per annum from the first pay period to commence on or after 1 January 2003;
 - 43.3.3 \$3,141.30 per annum from the first pay period to commence on or after 1 January 2004;
 - 43.3.4 \$3,235.50 per annum from the first pay period to commence on or after 1 January 2005.
- 43.5 For the RWH site only, the parties agree to review the rolled up recall rate during the nominal life of this agreement

44. HIGHER DUTIES

If the Medical Specialist is engaged for four or more weeks on a continuous basis upon the full duties of the Head of Department/Unit, he/she shall be paid for that period at the rate set for the Unit Head.

SECTION 3 -SPECIFIC CONDITIONS - FRACTIONAL SPECIALISTS

45. HOURS OF DUTY (FRACTIONAL SPECIALISTS)

45.1 The ordinary hours of duty of a Fractional Specialist shall be the number of hours fixed by the Health Service following consultation with the Fractional Specialist, the assessment should be calculated by totalling the time spent per month in direct patient care and related activities and adding elements for required administration, quality assurance, research teaching and training.

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

45.3 All Fractional 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.

45.3.1 Direct Public Patient Care and Related Activities

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

45.3.2 Management/Administrative Responsibilities

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

45.3.3 Hospital Meetings

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

45.3.4 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

45.3.5 Teaching and research as required by the Health Service and not directly funded by the University

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

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

46. ALTERATION IN FRACTIONAL SPECIALISTS HOURS OF WORK

46.1 Contracts of no less than three years are standard save for contracts for specific identifiable and appropriate circumstance. Appropriate circumstances do not include circumstances where a short-term contract extension is used as a device to avoid responsibilities under what is in effect an ongoing employment relationship.

46.2 The work hours of Fractional Specialists can be changed either at the end of a contract period, or where allowed by the contract, during the contract period. The Health Service will provide 6 months notice of reduction of fractions and 12 months notice of termination of fractions, unless otherwise agreed by the parties. Variation of fractions and non-renewal of contracts shall not be harsh, unjust or unreasonable.

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

46.4 The Medical Specialist's ordinary hours of work ("the Ordinary Hours of Work") shall be the number of fractions set out the Fractional Allocation. Each fraction will generally be 3.5 hours, however this may be varied by mutual agreement between the Health Service and the medical practitioner.

47. DEFINITION

47.1 The Medical Specialist shall be paid the hourly rate set out in Clause 49 - Rates of Pay for each fraction allocated.

47.2 The definitions shall be the same as those for Full Time Specialists (see Clause 41 - Classification Definitions).

48. ON-CALL PAYMENTS

- 48.1 **"Exclusive on-call"** means a period of on-call where a Visiting Specialist is required to be on-call only to a specified campus and available to attend the campus as soon as clinically required, usually within thirty minutes for life threatening emergencies. The pay per on-call period is three and a half hours pay at the Specialist's hourly rate.
- 48.2 **"Consultative on-call"** means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified campus. The pay per on-call period is one hours pay at the Specialist's hourly rate.
- 48.3 In relation to 48.1 and 48.2 the lower amount shall automatically be paid unless recorded otherwise by the Department Head or Divisional Director.
- 48.4 Each weeknight shall constitute one on-call period. Each weekend shall be four on-call periods. Each public holiday shall be two on-call periods.

49. RECALL

- 49.1 Recall fees shall be based on an hourly rate equal to the fractional level of the Medical Specialist, and paid at time and one half per hour or as agreed at a departmental level and provided for in the schedule. This applies to attendance to public patients requiring urgent/emergency care out of ordinary hours, nights and weekends. Ordinary hours are defined as 7 am till 6 pm, Monday to Friday inclusive.
- 49.2 If recalled, travel time will be paid at the fractional rate up to maximum of 60 minutes in total.

50. RATES OF PAY

- 50.1 A Fractional Medical Specialist shall be paid the hourly rate set out below from 1 July 2002.

Classification	0.1-7 Hours per week Min Hourly Rate	7.1-10.5 Hours Per Week (range) Min Hourly Rate	10.6- 14.0 Hours Per Week (range) Min Hourly Rate	14.1- 17.5 Hours Per Week (range) Min Hourly Rate	17.6+ Hour Per Week (range) 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
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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

50.2 A Fractional Medical Specialist shall be paid the hourly rate set out below from 1 January 2003.

Classification	0.1-7 Hours Per Week Min Hourly Rate	7.1-10.5 Hours Per Week (range) Min Hourly Rate	10.6- 14.0 Hours Per Week (range) Min Hourly Rate	14.1- 17.5 Hours Per Week (range) Min Hourly Rate	17.6+ Hours Per Week (range) Min Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$ 101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$ 105.50
9th year as Specialist and thereafter	\$ 101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$ 109.00
Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$114.10	\$116.40
Executive Specialist					

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

50.3 A Fractional Medical Specialist shall be paid the hourly rate set out below from 1 January 2004.

Classification	0.1-7 Hours Per Week (range) Min Hourly Rate	7.1-10.5 Hours Per Week (range) Min Hourly Rate	10.6- 14.0 Hours Per Week (range) Min Hourly Rate	14.1- 17.5 Hours Per Week (range) Min Hourly Rate	17.6+ Hours Per Week (range) 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

50.4 A Fractional Medical Specialist shall be paid the hourly rate set out below from 1 January 2005.

Classification	0.1-7 Hours Per Week (range) Min Hourly Rate	7.1-10.5 Hours Per Week (range) Min Hourly Rate	10.6- 14.0 Hours Per Week (range) Min Hourly Rate	14.1- 17.5 Hours Per Week (range) Min Hourly Rate	17.6+ Hours Per Week (range) Min Hourly Rate

			Rate		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	

51. HIGHER DUTIES

If the Medical Specialist is engaged for four or more weeks on a continuous basis upon the full duties of Head of Unit/Department, the Medical Specialist shall be paid for that period at the rate set out in Clause 50 - Rates of Pay as applicable to a Fractional Senior Principal Specialist (Head of Unit).

52. PRIVATE PATIENTS

- 52.1 In this clause "private patient" means any person not eligible to be treated free of charge as a Hospital patient, and includes an inpatient and non-admitted patient
- 52.2 A Medical Specialist may, with the permission of the Health Service's Board use Health Service facilities and equipment to carry on a private practice subject to the following conditions:
- 52.3 Special Purpose Fund
- 52.3.1 The Health Service may charge for use of special facilities/equipment used by Medical Specialists attending private chargeable patients.
- 52.3.2 The Medical Specialist and the Health Service may agree on a facility service fee for admitted and non-admitted patients.

- 52.3.3 The Medical Specialist may appoint the Health Service as Agent to render accounts and collect fees in the Medical Specialist's name.
- 52.3.4 An agreed percentage of fees raised in the name of the attending practitioner shall be deemed the Health Service charge and placed in a Health Service Department special purpose fund.
- 52.3.5 Such funds will be used to support approved purchases, innovations and staff development costs, which are deemed to be of benefit to Health Service services, in accordance with Health Service policy.
- 52.3.6 The Health Service will administer all aspects of such funds and these funds will be subject to usual audit processes.
- 52.3.7 Recommendations on the use of available money in such funds will be made by the Head of the Department and require the approval of the Divisional Director (Medical).
- 52.3.8 Charges may be made where high cost equipment/facilities is purchased and maintained by the Health Service and used by fractional Medical Specialists in private practice activities (e.g. Sonar Services (adult and paediatric), Urodynamic assessments, Radiology etc.) or where the Health Service provides specific agreed services to Medical Specialists.

SIGNATORIES

For and on behalf of
THE WOMEN'S AND CHILDREN'S HEALTH SERVICE

..... *R Alexander*

..... *Elsalock Kennedy*
(witness)

..... *28.03.04*
(Date)

For and on behalf of the
AUSTRALIAN MEDICAL ASSOCIATION (Victoria) LIMITED

..... *[Signature]*

..... *[Signature]*
(witness)

..... *29.03.04*
(Date)

For and on behalf of the
AUSTRALIAN SALARIED MEDICAL ~~PROFESSIONAL~~ ^{OFFICIALS} PRACTITIONERS FEDERATION

..... *[Signature]*

..... *[Signature]*
(witness)

..... *29.03.04*
(Date)