

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Australian Salaried Medical Officers Federation and Another
(AG2004/7103)

AUSTIN HEALTH - AMA [MEDICAL STAFF] CERTIFIED AGREEMENT 2004

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 1 NOVEMBER 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 *Austin Health - AMA [Medical Staff] Certified Agreement 2004*, that is made pursuant to s.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

Having heard Mr K Gogel for Austin Health and Mr R Felmingham for the Australian Salaried Medical Officers Federation (ASMOF), and having read the statutory declarations of Jennifer Williams filed on behalf of Austin 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 the union has at least one member employed in the single business to which the agreement relates and is entitled to represent the industrial interests of its member.

I am also satisfied that:

- the agreement passes the no disadvantage test;
- the agreement was made in accordance with s.170LJ and a valid majority of persons employed at the time whose employment would be subject to the agreement genuinely approved the agreement;
- the explanation of the terms of the agreement was appropriate having regard to the persons' particular circumstances and needs;
- the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;
- the agreement specifies a nominal expiry date which is not more than three years after the date on which the agreement will come into operation.

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

Accordingly, the agreement will be certified to operate in accordance with its terms which provide that it shall have effect from the beginning of the first pay period on or after 19 October 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 Austin Health on the one part and the ASMOF on the other part.

This agreement comes into operation on the date of certification, being 19 October 2004.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

Appearances:

K. Gogel on behalf of Austin Health.

R. Felmingham on behalf of the ASMOF.

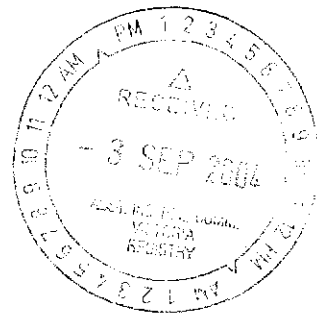
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**AMA - AUSTIN HEALTH
[MEDICAL STAFF]
CERTIFIED AGREEMENT 2004**

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

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1. TITLE

This agreement shall be known as the Austin Health - AMA [Medical Staff] Certified Agreement 2004 ("the Agreement").

2. ARRANGEMENT

This Agreement is arranged as follows:-

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3. INCIDENCE AND PARTIES BOUND

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

4. TERM OF AGREEMENT

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

5. NO EXTRA CLAIMS

- 5.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 5.2 Subject to Austin Health meeting its obligations to consult arising under the Award or this Agreement, it is not the intent of this Agreement to inhibit, limit or restrict Austin Health’s right or ability to introduce change at the workplace.

6. VARIATION OF AGREEMENT

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

7. RENEWAL OF AGREEMENT

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

8. RELATIONSHIP TO THE AWARD

- 8.1 In the case of “Whole Time” Senior Medical Staff, this Agreement shall be read in conjunction with the *Hospital Specialists and Medical Administrators Award 2002*.
- 8.2 In relation to Medical Specialists employed as Visiting Medical Officers (VMOs), this Agreement shall apply only to the extent necessary to give effect to Parts 2 and 3.2. Nothing in this Agreement is intended to confer or imply coverage (in whole or in part) of Visiting Medical Officers under the *Hospital Specialists and Medical Administrators Award 2002*.
- 8.3 Subject to 8.2 above, to the extent of any inconsistency between the Award, the previous certified agreement (1997) and this Agreement, this Agreement shall prevail.

9. RELATIONSHIP BETWEEN AGREEMENT AND BYLAWS ETC.

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

10. SAVINGS

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

11. CONTINUITY OF EMPLOYMENT

- 11.1 Nothing in this Agreement affects the continuity of employment of the Specialist for the purpose of any entitlements.
- 11.2 If the Specialist was employed by the Austin prior to certification of this Agreement, then the Specialist's leave entitlements which have accrued during that period of service with Austin Health will be recognised by Austin Health, and those accrued entitlements will not be diminished in any way.

12. OTHER RIGHTS UNAFFECTED

The rights created under this Agreement are not intended to affect any rights which either the Specialist or Austin Health may have apart from this Agreement.

13. DEFINITIONS

"Association" means the Australian Medical Association (Victorian Branch) Ltd and the Australian Salaried Medical Officers Federation ("ASMOF");

"Austin", "Austin Health" and "the Hospital", means the Austin Health Service and includes all its Hospitals and work sites directly managed and operated by Austin Health;

"The Board" means the Board of Directors of Austin Health;

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

"Clinical Service Unit" or "Department" means the group of clinical services defined by the Austin, to which the practitioner has been assigned for the purposes of undertaking his/her duties and responsibilities, supervision and reporting etc.;

"Clinical Service Unit Head" means the Practitioner appointed to be responsible for a Clinical Service Unit, as defined by the Hospital;

"Practitioner" means a Specialist, Principal Specialist, Senior Principal Specialist or Medical Administrator as covered by this Agreement;

"Salary" means the usual remuneration payment including all regular allowances;

"VMO" (Visiting Medical Officer) means a medical specialist employed on a sessional basis.

14. AIMS OF THE AGREEMENT

14.1 The Agreement recognises the significant contribution the senior medical staff make towards improving patient care and Hospital performance. The Austin and the senior medical staff are proud of the effort put into ensuring high standards of patient care, clinical performance and teaching and research undertaken in often difficult and challenging circumstances.

14.2 With this in mind the Parties commit to:-

- 14.2.1 Work together to advance the Hospital's capacity to deliver excellent patient care;
- 14.2.2 Subject to the terms of this Agreement, assist wherever possible in change initiatives intended to advance the Hospital's performance;
- 14.2.3 Actively pursue measures and options that may improve the Austin's performance in relation to patient waiting lists, ambulance by-pass and 12 hour waits in the Emergency Department;
- 14.2.4 Individually and collectively examine ways to achieve the objectives, targets and obligations expressed in Clause 15.

PART 2 - COMMON CONDITIONS FOR ALL MEDICAL PRACTITIONERS

15. DUTIES OF MEDICAL PRACTITIONERS

- 15.1 Medical Practitioners are employed by the Austin to provide and facilitate the provision of medical services to Austin clients. Medical Practitioners shall:-
 - 15.1.1 Undertake such duties and exercise such powers in Austin Health as the Head of Unit, CSU Director or Director of Acute Services from time to time, reasonably assigns or vests in the Medical Practitioner.
 - 15.1.2 In the discharge of such duties and in the exercise of such powers, observe and comply with the Hospital's 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 Austin Health, to the extent that each is not inconsistent with this Agreement.
 - 15.1.3 Maintain current registration as required by the Medical Practice Act 1994.
 - 15.1.4 Hold and maintain satisfactory medical malpractice and public liability insurance arrangements for the work not otherwise covered by Austin Health's medical malpractice and public liability insurance policy and provide evidence of such membership if requested by the Director of Acute Services.
- 15.2 Consistent with the aims of this Agreement and in addition to the matters covered elsewhere in this Agreement, the practitioners will support and actively assist with:-
 - 15.2.1 All reasonable measures to ensure the efficient and effective operation of the Hospital's Outpatients clinics. As far as practicable, this would include being available to commence outpatients sessions within fifteen (15) minutes of his/her established starting time;
 - 15.2.2 All reasonable measures to ensure the efficient and effective performance of the Operating Theatres. As far as practicable, this would include being

available to commence theatre lists within fifteen (15) minutes of rostered starting time;

- 15.2.3 The proper use of Hospital identification numbers when requesting diagnostic services;
- 15.2.4 Ensuring an appropriate entry is made in the patients records upon being recalled to duty to attend to a patient(s) at the Austin;
- 15.2.5 Co-operatively assist working with the Austin in achieving productivity and efficiency measures of comparable tertiary teaching hospitals, by ensuring maximal and efficient utilisation of theatre time allocated, and by reaching patient throughput targets as specified by the government and/or the Hospital. This expressly includes the Austin's efforts to increase private patient numbers;
- 15.2.6 Efficient bed utilisation by maximising same day cases, pre-admission clinics and minimising length of stay for in-patients;
- 15.2.7 Achievement of waiting list and Emergency Department targets;
- 15.2.8 Participation in clinical audit and other safety and quality initiatives as requested by Austin Health;
- 15.2.9 Participation in undergraduate and postgraduate training as requested by the Clinical School or the Head of the relevant Unit;
- 15.2.10 Participation in medical undergraduate or postgraduate teaching programs within Austin Health and ensure appropriate professional development of all levels of clinical staff who report to the Practitioner;
- 15.2.11 A Practitioner shall participate fully in Austin Health's annual performance review and clinical audit processes for medical practitioners as determined from time to time by the Austin, in consultation with the practitioners;
- 15.2.12 In conducting a performance review, the Austin shall have regard to the "Duties of Medical Practitioners" detailed in this Clause (15) and those clinical standards applicable to the practitioner's Unit or Department.

16. CLASSIFICATION DEFINITIONS

- 16.1 Specialist

A medical practitioner who possesses a higher qualification appropriate to the speciality in which they are employed or have sufficient experience in their speciality to satisfy the Austin that the appointment is warranted.

16.2 Senior Specialist

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

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

16.3 Principal Specialist

A medical practitioner appointed as such by the Austin. 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 Austin that the appointment is warranted.

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

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

16.4 Executive Specialist

A medical practitioner appointed as such by the Hospital. An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.

Examples of such responsibility could include:

- Responsibility over a range of units/departments
- Direct supervision of a number of Principal Specialists Level 2
- Being required to serve on the Executive Management Team of Austin health

- 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.

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

16.6 Deputy Director of Acute Services A medical practitioner appointed as Deputy to a Director of Acute Services

17. REMUNERATION ENTITLEMENTS

17.1 The remuneration rates set out in Clauses 43 and 47 are minimum rates. Actual salaries will be increased by four 3% increases during the life of this agreement. The increases will apply from the first pay period to commence on or after 1 July 2002, 1 January 2003, 1 January 2004 and 1 January 2005 respectively. On each occasion these rates will be rounded off to the nearest 10 cents.

17.2 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.

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

18. SUPERANNUATION

18.1 In addition to the remuneration of each medical practitioner, the Austin shall make superannuation contributions to a Complying Superannuation Fund (the Hospital Superannuation Board's HosFund) in accordance with the rate specified by the

Superannuation Guarantee Act, as varied from time to time, or as otherwise agreed with the practitioner. Clause 10 shall apply in relation to practitioners that were former employees of the Heidelberg Repatriation Hospital and have continued to be members of the Commonwealth Superannuation Scheme (ComSuper).

19. INSURANCE

The Austin represents to each Medical Practitioner (with the intention that the Medical Practitioner should rely upon that representation), that pursuant to its insurance cover the Medical Practitioner is entitled to indemnity in respect of all medical services provided to Austin public patients.

20. SALARY PACKAGING

- 20.1 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) (as varied from time to time) and subject to the Medical Practitioner paying the specified administrative costs. Access to the Salary Packaging program will at all times be subject to compliance with the Austin's Salary Packaging Policy as varied from time to time, which places specific limitations on the amount and type of benefits which can be packaged.
- 20.2 If changes to legislation result in the cost of this arrangement to the Austin increasing, then any continuation of a salary packaging arrangement will be dependant on the participating Medical Practitioner meeting any additional costs, including taxation, associated with such changes.

21. CAR PARKING

Free car parking shall be available to Medical Practitioners who are rostered on-call and who are recalled to the Hospital, to accommodate these ad-hoc and unplanned attendances. Reasonable access to Hospital car parking will be available to all practitioners at other times, in accordance with the Hospital's Carparking Policy.

22. MAJOR CHANGE PROCESSES

- 22.1 The Austin agrees that if it is decided to introduce major organisational change or new technology that is likely to significantly affect medical practitioners, then the Hospital must consult the practitioners and:-

22.1.1 provide a proposed timetable for and all relevant documentation about the proposed changes, in the form of an Employee Impact Statement where possible;

22.1.2 advise the practitioners concerned of the reasons for the change and likely effect of such change;

22.1.3 discuss measures to mitigate any adverse affects on the practitioners;

22.1.4 give prompt consideration to any matters raised by the practitioners with respect to the proposed change.

23. DISPUTE RESOLUTION

23.1 Framework for Resolution

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

23.1.2 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, unrostered hours and the appropriate rate of payment as specified in the Agreement

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

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

23.2 Process for Resolving Disputes

23.2.1 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.

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

23.2.3 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.

24. TERMINATION OF EMPLOYMENT

- 24.1 The Austin may terminate the employment of a Medical Practitioner if the Practitioner shall at any time:-
- 24.1.1 commit any serious or persistent breach of any of the provisions of this Agreement,
 - 24.1.2 be guilty of any serious misconduct or neglect in the discharge of his/her duties,
 - 24.1.3 cease to hold current registration as recognised by the Medical Practice Act, or fail to have satisfactory medical malpractice and public liability insurance arrangements for the work not otherwise covered by Austin Health's medical malpractice and public liability insurance policy.
 - 24.1.4 be found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act or if any limitation, condition or restriction on the practice of the Medical Practitioner is imposed pursuant to the Act,
 - 24.1.5 if the Medical Practitioners Board of Victoria or a successor body has suspended the registration of the Practitioner or removed his/her name from the Medical Register of Victoria;
 - 24.1.6 cease to be a member in good standing of the relevant learned College (or equivalent) or is suspended from such membership;
 - 24.1.7 be found guilty of any criminal offence other than an offence, which in the reasonable opinion of the Austin should not affect the Medical Practitioner's employment, by Austin Health.
- 24.2 In the exercise of its powers in relation to any Medical Practitioner, the Austin shall make due inquiry, apply the principles of natural justice and comply with all applicable laws of the Commonwealth and the State.
- 24.3 Nothing in this clause shall be construed as to deny or limit the remedies at law of the Medical Practitioner where his or her appointment to Austin Health is wrongfully terminated or to deny or limit the rights of review of administrative decisions, which may be available at law.
- 24.4 If a Medical Practitioner's services are no longer required by Austin Health in consequence of structural or technological change, changes in the role or functions of the Hospital, substantial reduction in the Hospital's patient numbers or like events, the

Austin may terminate the Practitioner's employment. In these circumstances the Practitioner shall be entitled to the following payments:-

24.4.1 Three months notice or three months pay in lieu of notice; **or**

24.4.2 A separation package (in accordance with the prevailing government formulae). In the event the Employee is offered and accepts a separation package under this sub-clause, all State Government conditions associated with provision of the particular separation package will apply, including any restrictions in respect to re-employment in the public sector;

24.4.3 Payment for any accrued annual leave and long service leave entitlements.

25. PARENTAL LEAVE

A Maternity and Adoption leave

(1)General

(a) A female practitioner who has completed twelve months' continuous service with the employer, and produces to the employer a certificate of a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected that she will give birth, will be entitled to leave with pay for a continuous period of six weeks commencing:-

- (i) six weeks prior to the expected date of birth; or
- (ii) at such time within six weeks prior to the expected date of birth as the practitioner elects where she produces a certificate of a registered medical practitioner certifying fitness for duty; or
- (iii) where the birth occurs earlier than six weeks prior to the expected date of birth, on the day she ceases duty on account of the birth.

(b) A female practitioner who has completed twelve months' continuous service with the employer and submits to the employer satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of a child for adoption will be entitled to leave with pay for a continuous period of six weeks commencing from the date of placement of the child with her.

(c) The practitioner will be entitled to such additional leave without pay as will bring the aggregate leave granted to a maximum period of fifty-two weeks.

(d) A practitioner who has not completed twelve months' continuous service with the employer will be entitled to leave without pay for a maximum period of fifty-two weeks.

(e) Where the pregnancy of a practitioner terminates earlier than twenty weeks prior to the expected date of delivery, her entitlement to any maternity leave will cease.

(2) Other entitlements to paid leave

(a) A practitioner who is entitled to leave without pay may in lieu of the whole or part of that leave without pay, utilise the whole or part of any annual leave or long service leave to which she is entitled provided that the aggregate of all leave does not exceed 52 weeks.

(b) A practitioner may not utilise sick leave or any other paid authorised leave under this agreement (other than annual leave and long service leave) whilst on maternity leave.

(3) Leave counts as service

(a) Leave of absence granted in accordance with this clause will be counted as service for the purpose of assessing annual leave, incremental progression, long service leave and sick leave, subject to the following:

(i) the maximum period to count as service for purposes of calculating annual leave is twenty-six weeks; and

(ii) the maximum period to count as service for purposes of calculating long service leave is the period of leave with pay.

(4) Transfer to a safe job

(a) Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards with the work assigned to the practitioner make it inadvisable for her to continue at her normal work, she will, if the employer deems it practicable, be transferred to a safe job until the commencement of maternity leave.

(b) If transfer to a safe job is not practicable, the employer may require the practitioner to take leave for such period as is certified necessary by a registered medical practitioner.

(5) Returning to work after a period of maternity leave

(a) A practitioner who is on maternity leave must confirm her intention of returning to work by notice in writing to the employer at least four weeks prior to the expiration of her period of maternity leave.

(b) A practitioner, upon the expiration of the notice required by clause 25A(5)(a), will be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of a practitioner who was transferred to a safe job pursuant to clause 25A(4)(a), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which she is qualified and the duties of which she is

capable of performing, the practitioner will be entitled to a position as nearly comparable in status and salary to that of her former position as possible.

(6) Replacement Practitioners

(a) A replacement practitioner is a practitioner specifically engaged as a result of a practitioner proceeding on maternity leave.

(b) Before the employer engages a replacement practitioner, the employer shall inform that person of the temporary nature of the employment and of the rights of the practitioner who is being replaced.

(c) Before the employer engages a person to replace a practitioner temporarily promoted or transferred in order to replace a practitioner exercising her rights under this clause 25, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the practitioner who is being replaced.

(d) A replacement practitioner will not be entitled to any of the rights conferred by this Clause 25 except where her employment continues beyond the twelve months' qualifying period.

B. Paternity leave and Adoption leave

(1) A male practitioner who has completed twelve months' continuous service with the employer and furnishes a statutory declaration that he:

- (a) is the father of a child; or
- (b) has accepted responsibility for the care of a child; or
- (c) has been accepted as an approved applicant for adoption,

will be entitled to five days' paternity leave with pay, which need not be taken consecutively, for the purposes of caring for such child or mother of the child.

(2) Paternity leave may be commenced one week prior to the expected date of birth or adoption and will not be granted later than six weeks after the actual date of birth or placement of the child.

(3) If the pregnancy terminates other than by way of the birth of a child, paternity leave may be taken in the period up to six weeks after the termination.

(4) Paternity leave will not be granted in respect of a pregnancy that terminates more than twenty weeks before the expected date of birth of the child.

26. PERSONAL LEAVE

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

27. LONG SERVICE LEAVE

27.1. Definitions

For the purposes of this clause the following definitions apply:

27.1.1 Pay means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in clause 43 and 47 – Wages at the time leave is taken or (if the practitioner dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to the practitioner's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a practitioner during his period of leave and where a deduction is made for the rental pursuant to the Board and Lodging clause, such amount shall be deducted from the pay for the period of leave. The basis of calculation of payment for Visiting Specialists will be the average of their ordinary hours of work applying over the qualifying period.

27.1.2 *Month* means a calendar month. For example:-

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

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

- 27.1.3 *Institution* shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the Health Act 1988.
- 27.1.4 *Statutory Body* means the Department of Human Services Victoria.
- 27.1.5 *Transmission* includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

27.2 Entitlement

- 27.2.1 A practitioner shall be entitled to long service leave with pay, in respect of continuous service with Institutions or Statutory Body in accordance with the provisions of this clause.
- 27.2.2 The amount of such entitlement will be -
- 27.2.2(a) upon the completion of ten (10) years continuous service - four (4) months prorated long service leave and thereafter an additional two (2) months prorated long service leave on the completion of each additional five (5) years service prorated.
- 27.2.2(b) In addition, in the case of a practitioner who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the practitioner, an amount of long service leave equal to one-thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under clause 27.2.2(a).
- 27.2.2(c) In the case of a practitioner who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

27.3 Service entitling to leave

- 27.3.1 The service of a practitioner shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by clause 27.2.
- 27.3.2 Service also includes all periods during which a practitioner was serving in the Australian Defence Forces or was made available by the employer for National Duty.

- 27.3.3 Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) a practitioner who worked with the transmittor and who continued in the service of the transmittee shall be entitled to count her/his service with the transmittor as service with the transmittee for the purposes of this clause.
- 27.3.4 For the purposes of this clause service shall be deemed to be continuous notwithstanding -
- 27.3.4(a) the taking of any annual leave or Long Service Leave or other paid leave approved in writing by the hospital and not covered by clauses 27.3.4(b) and 27.3.4(d);
 - 27.3.4(b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in Clause 30 - Sick Leave;
 - 27.3.4(c) any absence from work because of jury duty or attendance at court, including the Coroner's Court;
 - 27.3.4(d) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - 27.3.4(e) any leave of absence on account of injury arising out of or in the course of the employment of the practitioner for a period during which payment is made under Clause 30 – Sick Leave;
 - 27.3.4(f) any leave of absence of the practitioner where the absence is authorised in advance in writing by the employer to be counted as service;
 - 27.3.4(g) any interruption arising directly or indirectly from an industrial dispute;
 - 27.3.4(h) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the practitioner's allowable period of absence from employment. A practitioner's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or sick leave which the practitioner actually receives on termination or for which the practitioner is paid in lieu;

- 27.3.4(i) the dismissal of a practitioner if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
 - 27.3.4(j) any absence from work of a female practitioner for a period not exceeding twelve months in respect of any pregnancy;
 - 27.3.4(k) any other absence of a practitioner by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by clause 27.3.4(d).
- 27.3.5 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 27.3.4(a) to 27.3.4(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 27.3.4(e) to 27.3.4(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.
- 27.3.6 The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the practitioner concerned.

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

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

27.5 Payment for period of leave

- 27.5.1 Payment to a practitioner in respect of long service leave will be made in one of the following ways:
- 27.5.1(a) in full in advance when the practitioner commences leave; or
 - 27.5.1(b) at the same time as payment would have been made if the practitioner had remained on duty; or
 - 27.5.1(c) in any other way agreed between the hospital and the practitioner.
- 27.5.2 Where the employment of the practitioner is for any reason terminated before taking long service leave to which the practitioner is entitled or where any long service leave accrues to a practitioner pursuant to clause 27.2.2 (b), the practitioner will, subject to the provisions of clause 27.5.3, be entitled to pay in respect of such leave as at the date of termination of employment.

27.5.3

27.5.3(a) Where any long service leave accrues to a practitioner pursuant to clause 27.2.2(a), the practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.

27.5.3(b) Provided in the case of a practitioner who accrues entitlement pursuant clause 27.2.2(a), and who intends to be re-employed by another Institution or Statutory Body:

27.5.3(b)(i) such a practitioner may in writing request payment in respect of such leave to be deferred until after the expiry of the practitioner's allowable period of absence from employment provided in clause 27.3.4(h).

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

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

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

27.6 Taking of Long Service Leave

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

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

27.6.3 If the hospital and a practitioner so agree -

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

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

27.6.3(b) Long service leave and prorated long service leave may be taken by mutual agreement or upon 12 weeks notice in writing, in instalments of not less than one week prorated.

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

28. ANNUAL LEAVE

28.1 A Medical Practitioner shall be entitled to four (4) weeks' annual leave on completion of each year of service with the Austin without deduction of pay. A practitioner who participates in On-call duties, shall be entitled to one (1) week's additional paid leave (prorated), provided that such participation shall be regular and not just apparent.

28.2 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.

28.3 If the Medical Practitioner's employment is terminated, he/she shall be granted payment in lieu.

28.4 If the Medical Practitioner becomes sick for a period of not less than 5 days whilst on annual leave and upon return from leave provides Austin with a certificate of another registered medical practitioner, then the number of days not less than 5 specified in the certificate shall be deducted from any sick leave entitlement standing to the Practitioner's credit, and shall be re-credited to the annual leave entitlement.

29. PUBLIC HOLIDAYS

29.1 A Medical Practitioner 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

Practitioner who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall not be entitled to any benefit for the said public holiday.

- 29.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 29.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 29.4 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.
- 29.5 A Medical Practitioner who is required by the Austin to attend on a day specified as a public holiday shall be entitled to that period worked being added to the Medical Practitioner's annual leave.

30. SICK LEAVE

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

31. ACCIDENT PAY

31.1 Definitions

31.1.1 Accident pay

31.1.1(a) Accident pay – Total Incapacity

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

- the total amount of compensation paid under Part IV of the Act for the week in question, and
- the rate payable under this agreement.

31.1.1(b) Accident pay - Partial Incapacity

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

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

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

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

31.1.2 Act

31.1.2(a) Act means the Accident Compensation Act 1985 (Vic).

31.1.2(b) Where an entitlement to accident pay arises under this agreement any reference to the Accident Compensation Act 1985 (Vic) will be deemed to include a reference to the Workers Compensation Act 1958 (Vic).

31.1.3 Injury

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

31.2 Entitlement to Accident pay

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

31.2.2 Accident pay does not apply:

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

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

- 31.2.2(b) to any incapacity occurring during the first two weeks of employment, unless the incapacity continues beyond this time. Subject to clause 31.2.2(a) and clause 31.4 accident pay will only apply to the period of incapacity after the first two weeks of employment;
- 31.2.2(c) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the Act) unless the practitioner has been employed with the employer at the time of the incapacity for a minimum period of one month.

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

31.3 Cessation of Accident pay

A practitioner's entitlement to accident pay ceases:

- 31.3.1 when the incapacity ceases; or
- 31.3.2 on the death of the practitioner; or
- 31.3.3 when the practitioner has received a total of 39 weeks accident pay for any one injury; or
- 31.3.4 when there is a cessation or redemption of weekly compensation payments under the Act, in which case accident pay will cease from the date of such cessation or redemption; or
- 31.3.5 where a practitioner refuses or fails to commence work after a medical referee, in accordance with the Act, has given a certificate specifying work for which the practitioner is fit and the employer makes this work available to the practitioner, in which case accident pay will cease from the date of the refusal or failure to commence work.

31.4 Termination of employment

- 31.4.1 Subject to clause 31.3 and clauses 31.4.3 and 31.4.4, a practitioner's entitlement to accident pay will continue on termination of employment by their employer, if the practitioner was incapacitated and receiving accident pay at the date of termination.
- 31.4.2 A practitioner with a partial incapacity will continue to receive accident pay from their employer on termination of their employment if:

- the employer cannot provide suitable employment for the practitioner to perform; and
 - alternative employment is available with another employer.
- 31.4.3 To qualify for the continuance of accident pay on termination of employment, a practitioner will provide evidence to their employer of the continuing payment of weekly workers compensation payments.
- 31.4.4 A practitioner's entitlement to accident pay on termination of their employment will cease if the termination is due to serious and/or wilful misconduct on the part of the practitioner.

31.5 Absences on other paid leave

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

31.6 Notice of Injury

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

31.7 Medical examination

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

31.8 Civil damages claims

- 31.8.1 A practitioner receiving or who has received accident pay will advise his or her employer of any action the practitioner may institute or any claim the practitioner may make for damages. The practitioner, if requested, will provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- 31.8.2 Where a practitioner obtains a judgment or settlement for damages in respect of an injury for which they have received accident pay, the employer's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the practitioner will pay to the employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

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

31.9 Variation in compensation rates

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

31.10 Insurance Against Liability

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

32. JURY SERVICE

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

33. CONFERENCE LEAVE

A Medical Practitioner shall be entitled to paid leave of absence up to a maximum of two weeks in any one year to attend a conference or conferences approved by the Austin. Conference leave may be accumulated to a maximum of 4 weeks only. Whilst on leave the Medical Practitioner shall be paid their "ordinary hours" remuneration.

34. SABBATICAL LEAVE

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

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

34.1.2 "Service" shall mean, subject to sub-clause 34.3, service from the date of first entering employment with the Hospital or Statutory Body (whether or not such Hospital or Statutory Body has been transmitted from one employer to another during the period of such employment), and shall include all periods of paid leave

including all periods during which the practitioner was serving in the Australian Defence Force or was made available by the Hospital or Statutory Body for National Duty.

- 34.1.3 Where, for the sole purpose of undertaking a course of study or research related to his work, a practitioner is with the written approval of the Hospital or Statutory Body absent without pay for up to but not exceeding 52 weeks, the absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing an entitlement to sabbatical leave.
- 34.2 Subject to the provisions set out in clause 34.1.3, a practitioner after the completion of a period of 6 years' continuous service shall be entitled to leave of absence.
- 34.3 Entitlement
- 34.3.1 A practitioner who has been in the service of the same Hospital for the period specified in clause 34.2 shall be entitled to a maximum of 26 weeks' leave of absence on full salary or wages. Subject to Clause 34.9, this leave may be taken in two 13 week periods, provided that any unused portion of sabbatical leave not taken within a two year period from the date the first period of leave commenced, shall be deemed to have lapsed.
- 34.3.2 Where a practitioner wishes to take sabbatical leave for a period of less than 13 weeks duration, Austin will, at its discretion, consider granting such a request subject to the operational requirements of the practitioner's Clinical Service Unit/Department, the relevance of the proposed program or course of study and availability of appropriate clinical cover during the proposed absence.
- 34.3.3 A practitioner who is and has been in the service of one or more Hospitals (including any Statutory Body directly associated with such Hospital or Hospitals) for an aggregate of the period specified in clause 34.2, shall be entitled to a maximum of 26 weeks' leave of absence on full salary or wages. Further, in respect of any period of absence from employment between an engagement with one Hospital and another of 5 weeks' or less (excluding all periods of paid annual long service or sick leave) service shall be deemed to be unbroken, but it shall be necessary for a practitioner as part of his/her qualification for any sabbatical leave entitlement to serve such additional period as equals the total period of all such absences.
- 34.3.4 The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave shall rest with the practitioner.
- 34.4 Subject to 34.3.2, the sabbatical leave shall be given as soon as practicable having regard to the needs of the Hospital, but the taking of such leave may be postponed to a mutually agreed date.

- 34.5 The practitioner's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed programme of study or research.
- 34.6 Where the Austin does not approve the practitioner's programme of study or research within 3 months of the written application and details, the Austin shall refer the matter to the Medical Advisory Committee. The Austin and the practitioner shall comply with the written advice of the Medical Advisory Committee except that it may be varied by mutual agreement between the Austin and the practitioner.
- 34.7 Where a practitioner has served as a Specialist in another public health facility recognised under 34.1.2 and, such service is continuous with his service as a practitioner, a maximum of 3 years' service as a Specialist shall be counted in aggregating his eligibility for sabbatical leave under this clause.
- 34.8 Where a practitioner has proceeded on sabbatical leave, a subsequent qualifying period shall not commence to accrue until the date of the practitioner's return to duty following sabbatical leave; provided that where by mutual agreement a practitioner has delayed the taking of sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave shall be included as part of a subsequent qualifying period.
- 34.9 Sabbatical leave is not cumulative beyond 26 weeks after 6 years service, save that for practitioners employed with Austin Health immediately prior to the signing of this Agreement, sabbatical leave shall be cumulative to a maximum of 39 weeks.

35. DEFENCE FORCE LEAVE

- 35.1 Service with the Defence Reserve is regulated by the Commonwealth Defence Reserve Service (Protection) Act 2001 as amended from time to time. Practitioners volunteering to perform defence reserve service provide a valuable contribution to the Australian community recognised by the parties to this agreement.
- 35.2 Where a practitioner is required to provide ordinary reserve service, such as attending an annual training camp or meeting other reservist training requirements; or where the Australian Defence Force requests the voluntary services of a practitioner reservist; or where a practitioner reservist volunteers to provide defence services without an Australian Defence Force request for their service, the practitioner may be granted such leave with pay:
- 35.2.1 for its duration where the requirement does not exceed 14 days; or
- 35.2.2 for its duration in excess of 14 days up to a maximum of 78 weeks continuous service where the Commanding Officer of the relevant service certifies such service and where the practitioner supports an application under the Commonwealth Employer Support Payment Scheme.

- 35.3 The Austin will not ordinarily withhold approval for requests under sub-clause 35.2 unless there are exceptional circumstances involving the practitioner's work or the number of training courses exceeds two in any one year. In such circumstances the practitioner's manager will negotiate with the practitioner and the Australian Defence Force to arrive at a mutually agreeable outcome.
- 35.4 In connection with leave approved under sub-clause 35.2.2, the practitioner may be paid only the amount (if any) by which the pay (exclusive of any overtime, penalty rates, higher duties or other allowance or payment of a temporary character) such practitioner would have received had he or she remained on duty exceeds the pay (including marriage and separation allowances) received by reason of attendance at a camp or training course or by providing voluntary service.
- 35.5 Where a practitioner is unable to meet the requirements under sub-clause 35.2.2; or where the call out provisions of the Commonwealth Act are used, the practitioner may be granted leave without pay to meet the defence service requirements.
- 35.6 A practitioner may, at his or her election, be granted any recreation leave due to him or her in lieu of an equivalent period of leave under this clause.
- 35.7 A practitioner who requires leave under this clause shall submit, in writing, an application to the Centre and the relevant application form for the Commonwealth Employer Support Payment Scheme, and, upon completion of the period of such leave shall furnish satisfactory evidence that he or she has attended for the purpose for which the leave was granted.
- 35.8 Any period of leave granted to a practitioner under this clause shall not affect the incremental progression, accruing recreation and sick leave credits, or eligibility for long service leave of such practitioner.
- 35.9 A practitioner who, while serving with the Australia Defence Force, sustains injury or contracts illness necessitating absence from duty beyond the period of leave granted under this clause may be granted leave on the following terms:
- 35.9.1 If compensation is not paid to the practitioner by the appropriate Commonwealth Centre in respect of such absence the leave may be granted as sick leave; or
- 35.9.2 If compensation is paid and is equal to or exceeds the amount of pay which the practitioner would have received had he or she been granted sick leave, the leave shall be granted without pay; or
- 35.10 If compensation is paid and is less than the amount of pay which the practitioner would have received had the practitioner been granted sick leave, he or she may be paid an amount equal to the difference, and his or her sick leave credit with full pay or half pay

(as the case may be) reduced as if sick leave had been granted for such number of days as is appropriate to the amount of the difference.

36. PROVISION OF MOBILE TELEPHONES

- 36.1 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** provide access to the practitioner to the Hospital's mobile phone plan where the practitioner wishes to use his personal mobile phone for business 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. The Austin may request the practitioner to provide satisfactory evidence of the actual costs incurred, such as an account from their telephone carrier.
- 36.2 Where Austin Health elects to provide a practitioner with a mobile phone, the phone remains the property of the Hospital and must be returned at the Hospital's request, or upon the practitioner ceasing duty or taking prolonged periods of leave.

37. TELEPHONE CALLS

- 37.1 The Austin will introduce a protocol to govern the use of telephone consultations with Medical practitioners who are on-call. The protocol will include the following governing points
- (a) That the introduction of the changed on-call allowance for Doctors-in-Training will not lead to an increased incidence of telephone calls being made to Medical practitioners, particularly in comparison with other health professionals
 - (b) That the incidence of trivial or unnecessary telephone calls is controlled
- 37.2 The form and application of these protocols may be reviewed at the request of the AMA to ensure their effectiveness.

38. PHYSICAL WORKING CONDITIONS

- 38.1 It is agreed that the following infrastructure standards should be provided:
- (a) Reasonable 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) Car parking available for a Medical Practitioner when on call and recalled. The parking spaces must be appropriately lit and as close as practicable to one of the primary Hospital entrances;
 - (d) Reasonable 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.

38.2 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.

39. PROTECTIVE CLOTHING

39.1 Each practitioner shall be supplied with white coats which shall be laundered at the expense of the Austin. Such coats remain the property of the Austin and must be returned at the completion of the practitioner's period of service at the Austin.

39.2 In lieu of supplying white coats, the Austin may pay an allowance of \$10.00 per week to the practitioner and either launder or pay for the laundry of such coat provided by the practitioner.

40. ANTI-DISCRIMINATION

The parties to this agreement agree that:-

- (a) It is their intention to achieve the principal object in paragraph 3 (G) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) It is also the express intention of the Parties to ensure the elimination of any bullying and/or harassment that may occur in the workplace; and
- (c) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement, or, if appropriate in the circumstances, by recourse to the Austin Health's Director of Human Resources (or delegate) who shall investigate the matter in accordance with the Hospital's Equal Employment/Harassment & Discrimination policies; and
- (d) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (e) Nothing in these provisions prohibits:-

- (i) Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- (ii) Any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) The employee is a member of staff of an institution in accordance with the doctrines, tenets, beliefs, or teachings of a particular religion or creed; and
 - (B) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

PART 3 -SPECIFIC CONDITIONS

PART 3.1 FULL TIME SPECIALISTS

41. HOURS OF DUTY (FULL TIME SPECIALISTS)

- 41.1 A Practitioner's normal hours of work shall be an average of 40 per week which shall be worked between 7.00 am and 7.00 pm Monday to Friday ("Ordinary Hours").
- 41.2 It is expected that Ordinary Hours will usually be worked over 5 days. If the Ordinary Hours are to be worked over less than 5 full days, the half or full day off (as the case may be) shall be agreed in advance between the practitioner and their Clinical Service Unit Director or Clinical Business Unit Director (as appropriate). In reaching this agreement, due regard shall be had to:-
 - the services to be provided to the Hospital during Ordinary Hours; and
 - the arrangement of Ordinary Hours; and
 - the Hospital's need for continuous cover in the relevant specialty during normal operating hours.
- 41.3 Ordinary Hours will be averaged over a 4 week period.
- 41.4 The Full time Specialist must be available to perform duties outside those ordinary hours of duty.

42 FRACTIONAL FULL TIME

- 42.1 The Parties agree that, except as provided for in this Clause, no hourly part time contracts of employment may be entered into covering medical specialists except pursuant to "Lochtenberg" arrangements for visiting medical officers. Current Contracts of Employment which are less favourable than "Lochtenberg" arrangements will continue until their nominal expiry date. Current Contracts of Employment which are more favourable than "Lochtenberg" arrangements can continue in perpetuity.

42.2 The Parties agree that in converting a practitioner, the Austin may elect to:-

- ♦ increase a practitioner's fractional hours to 1.0 EFT, **or**
- ♦ decrease the practitioner's hours offered to best match their current fractional full time remuneration with the applicable VMO remuneration for their classification.

43. RATES OF PAY

43.1 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period 1 July 2002.

	Minimum Rate (including 20% All Purpose Allowances)	Minimum Rate including Private Practice Arrangements
Specialist		
1st year as Specialist	\$ 2,153.10	\$ 2,324.30
2nd year as Specialist	\$ 2,275.70	\$ 2,369.40
3rd year as Specialist	\$ 2,368.50	\$ 2,414.30
 Senior Specialist		
4th year as Specialist	\$ 2,527.50	\$ 2,576.00
5th year as Specialist	\$ 2,646.60	\$ 2,676.10
6th year as Specialist	\$ 2,729.70	\$ 2,780.60
7th year as Specialist	\$ 2,729.70	\$ 2,888.90
8th year as Specialist	\$ 2,729.70	\$ 3,001.70
9th year as Specialist and thereafter	\$ 2,729.70	\$ 3,060.60
 Principal Specialist		
Level 1 - bottom of range	\$ 2,798.70	\$ 3,119.50
Level 1 - top of range	\$ 2,798.70	\$ 3,319.70
Level 2 - bottom of range	\$ 3,059.50	\$ 3,241.70
Level 2 - top of range	\$ 3,059.50	\$ 3,319.70
 Executive Specialist		
	\$ 3,416.55	\$ 3,497.75

43.2 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period 1 January 2003.

	Minimum Rate (including 20% All Purpose Allowances)	Minimum Rate including Private Practice Arrangements
Specialist		

1st year as Specialist	\$2,217.70	\$2,394.00
2nd year as Specialist	\$2,344.00	\$2,440.50
3rd year as Specialist	\$2,439.60	\$2,486.70
Senior Specialist		
4th year as Specialist	\$2,603.30	\$2,653.30
5th year as Specialist	\$2,726.00	\$2,756.50
6th year as Specialist	\$2,811.60	\$2,864.00
7th year as Specialist	\$2,811.60	\$2,975.60
8th year as Specialist	\$2,811.60	\$3,091.70
9th year as Specialist and thereafter	\$2,811.60	\$3,152.50
Principal Specialist		
Level 1 - bottom of range	\$2,882.70	\$3,213.10
Level 1 - top of range	\$2,882.70	\$3,419.30
Level 2 - bottom of range	\$3,151.30	\$3,338.90
Level 2 - top of range	\$3,151.30	\$3,419.30
Executive Specialist		
	\$3,354.45	\$3,547.55

43.3 Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period 1 January 2004.

	Minimum Rate (including 20% All Purpose Allowances)	Minimum Rate including Private Practice Arrangements
Specialist		
1st year as Specialist	\$2,284.25	\$2,465.90
2nd year as Specialist	\$2,414.30	\$2,513.70
3rd year as Specialist	\$2,512.80	\$2,561.30
Senior Specialist		
4th year as Specialist	\$2,681.40	\$2,733.00
5th year as Specialist	\$2,807.80	\$2,839.10
6th year as Specialist	\$2,895.95	\$2,950.00
7th year as Specialist	\$2,895.95	\$3,064.90
8th year as Specialist	\$2,895.95	\$3,184.40
9th year as Specialist and thereafter	\$2,895.95	\$3,247.10
Principal Specialist		
Level 1 - bottom of range	\$2,969.20	\$3,309.40
Level 1 - top of range	\$2,969.20	\$3,521.80
Level 2 - bottom of range	\$3,245.85	\$3,439.20
Level 2 - top of range	\$3,245.85	\$3,521.80

cents. The date of actual payment of the increases may be delayed where the date falls on a public holiday.

- 43.7 Where a practitioner's remuneration has been agreed as an "annualised" salary pursuant to an individual contract in addition to this agreement, contract rates for each such member of medical staff will be increased by 3% from the first pay period to commence on or after 1 July 2002; from the first pay period to commence on or after 1 January 2003; from the first pay period to commence on or after 1 January 2004; and from the first pay period to commence on or after 1 January 2005. The date of actual payment of the increases may be delayed where the date falls on a public holiday.

44. 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 Austin of the Total Remuneration Package:

- 44.1 Re-call Payments (Full time) - If a Full time Specialist is recalled to a Campus the Specialist is entitled to be paid at the rate of \$183.03 per hour with effect from 1 July 2002; \$188.52 per hour with effect from 1 January 2003; \$194.18 per hour with effect from 1 January 2004; and \$200.00 per hour with effect from 1 January 2005.
- 44.2 Meetings Payments (Full time) - A Full time Specialist will be paid one hundred and twenty five percent (125%) of their ordinary hourly rate for each full hour in attending meetings outside ordinary hours at the request of the Centre.
- 44.3 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.
- 44.4 Overtime (Full time) – A Full time Specialist will not be entitled to overtime in respect to list overruns i.e. where an operating list extends beyond the standard 3.5 hours. 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.
- 44.5 Public Holidays Work (Full time) – Payment for public holidays. A Full time Specialist shall be remunerated at the ordinary rate of pay for one (1) day's work performed by the Full time Specialist on a public holiday and shall be entitled to one (1) day of paid leave taken on another mutually agreed day or accrued as annual leave.

PART 3.2 VISITING MEDICAL OFFICERS (VMO's)

45. HOURS OF DUTY (VISITING SPECIALISTS)

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

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

45.2.1 All Visiting Specialists, in conjunction with Medical Centre management should determine their hospital workload on an annual basis. Activities to be specifically considered are listed below. Not all activities 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.

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

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 Austin and not directly funded by the University

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

45.3 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 VISITING SPECIALISTS HOURS OF WORK

46.1 Variation of fractions and non renewal of contracts will not be harsh, unjust or unreasonable. Contracts of no less than five (5) years are standard save for contracts for specific 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.

46.2 The work hours of Visiting Specialists can be changed either at the end of a contract period or, where allowed by the contract, with three (3) month’s notice during the contract period, or at the Austin’s discretion, payment in lieu of 3 months’ notice.

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 Visiting Specialist does not agree to the change, then the entire contract of employment may 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.

46.4 A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract for the purposes of sub-clause 46.3.

47. RATES OF PAY (VISITING SPECIALISTS)

47.1 A Visiting Medical Practitioner shall be paid the hourly rate set out below from 1 July 2002 (where HPW = hours per week).

Classification	0.1-7	7.1-10.5	10.6-14.0	14.1-17.5	17.6+
	HPW Min Hourly Rate	HPW Min Hourly Rate	HPW Min Hourly Rate	HPW Min Hourly Rate	HPW Min Hourly Rate
		(range)	(range)	(range)	(range)
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					
	\$113.00	\$ 113.95	\$ 116.75	\$ 118.85	\$121.10

47.2 A Visiting Medical Practitioner 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 (range)	10.6-14.0 HPW Min Hourly Rate (range)	14.1-17.5 HPW Min Hourly Rate (range)	17.6+ HPW Min Hourly Rate (range)
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					
	\$116.40	\$ 117.35	\$ 120.25	\$ 122.40	\$124.75

47.3 A Visiting Medical Practitioner 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 (range)	10.6-14.0 HPW Min Hourly Rate (range)	14.1-17.5 HPW Min Hourly Rate (range)	17.6+ HPW Min Hourly Rate (range)
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	\$119.90	\$ 120.90	\$ 123.85	\$ 126.05	\$128.50

47.4 A Visiting Medical Practitioner 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 (range)	10.6-14.0 HPW Min Hourly Rate (range)	14.1-17.5 HPW Min Hourly Rate (range)	17.6+ HPW Min Hourly Rate (range)
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					
	\$123.50	\$ 124.55	\$ 127.55	\$ 129.85	\$132.35

47.5 The classification definitions for Visiting Medical Practitioners shall be the same as those for full time specialists (see clause 16).

47.6 The date of actual payment of the increases may be delayed where the date falls on a public holiday.

48. OVERTIME (VISITING SPECIALISTS)

48.1 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.

48.2 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.

49 ON-CALL (VISITING SPECIALISTS)

49.1 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”, or “consultative” on-call or to be “available” or by chance contacted by the hospital in case of emergency. In these instances a visiting specialist is entitled to payments in respect of on-call / re-call services in accordance with clauses 51 and 52.

49.2 Normal working hours are between 7.00 am and 7.00 pm Monday to Friday excluding public holidays. On-call periods are from 7.00 pm to 7.00 am Monday to Sunday, and 7.00 am and 7.00 pm on Saturday, Sunday and public holidays, except where, in a normal working day, a practitioner is rostered to work in the afternoon or morning adjacent to an on-call period, in which case the on-call period will extend to the time the practitioner left the Hospital or arrived at the Hospital respectively.

50 ON-CALL PAYMENTS (VISITING SPECIALISTS)

- 50.1 **“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 Hospital as soon as clinically required, usually within thirty minutes for life threatening emergencies. The pay per on-call period is four hours pay at the Specialists hourly rate.
- 50.2 **“Consultative on-call” (Visiting Specialists)** means a period of on-call where the Visiting Specialist is required by the Hospital to be available for telephone consultations and to be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified campus within 60 minutes. The pay per on-call period is equivalent to two hours pay at the Specialists hourly rate. If there is no (Specialist) Registrar taking first on-call or other special circumstances apply, then the on-call payment is doubled.
- 50.3 **“Availability on-call” (Visiting Specialists)** means a period of on-call where the Visiting Specialist is required by the Hospital to be available for telephone consultations and to be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified Hospital within 2 hours. The pay per on-call period is equivalent to one half hours pay at the Specialists hourly rate. If there is no (Specialist) Registrar taking first on-call or other special circumstances apply, then the on-call payment is doubled.

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

- 51.1 Specialty groups required to be on call may elect to receive the on-call payment provided for in clause 50 and to be remunerated for recall at 60% of the fee-for-service rate for all services; or they may elect to receive no on-call payment and to be remunerated for recall at 90% of the fee-for-service rate for all services in accordance with Schedule 1 hereto; or they may elect to receive the on-call payment provided for in clause 50 and to be remunerated for recall at 150% of their ordinary hourly rate.
- 51.2 Specialty groups who elect to be remunerated for recall on the basis of time worked will be paid a minimum of one hour’s pay per re-call.
- 51.3 One hour’s additional pay at the ordinary time rate applies to each recall to cover travel time.

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 be paid fee-for-service in accordance with the provisions of the ASA Relative Value Guide as it applies at the time. The Unit value will be \$18.50

52.2 The Austin take all reasonable steps to ensure that registrar support is available for Visiting Anaesthetists.

53. ADDITIONAL SERVICES (VISITING SPECIALISTS)

53.1 Additional Services may be provided in the following circumstances:-

53.1.1 Where a practitioner is required to defer management of a patient to a time outside normal working hours;

53.1.2 Where the Additional Services provide continuity of an episode of treatment commenced in normal working hours;

53.1.3 Where, by mutual agreement, the practitioner performs extra non-clinical duties (e.g. attendance at meetings).

53.2 Remuneration for the circumstances described in 53.1.1 and 53.1.2 will be at 150% of the practitioners normal hourly rate, and remuneration for the circumstances described in 53.1.3 will be at the practitioners normal hourly rate, unless agreed otherwise.

PART 3.3 CLINICAL ACADEMICS

54. DEFINITIONS (CLINICAL ACADEMICS)

For the purposes of this agreement the following definitions apply:-

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

54.2 "University" means the University of Melbourne.

55. REMUNERATION (CLINICAL ACADEMICS)

The rates of pay, benefits and hours of work of Clinical Academics shall be as specified for VMO's.

56. MEDICAL APPOINTMENT/EMPLOYMENT (CLINICAL ACADEMICS)

56.1 A Clinical Academic's employment by the Austin is conditional upon:-

- 56.1.1 the Dean of the Faculty of Medicine, Dentistry and Health Sciences of the University approving the Clinical Academic's employment under this Agreement; and
- 56.1.2 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 Hospital under this Agreement.
- 56.2 Unless consistent with this Agreement, the Clinical Academic's employment is not for a fixed term and the rights of the Austin and the Clinical Academic to terminate the Clinical Academic's employment are set out in this Agreement.
- 56.3 The Clinical Academic continues to be employed by the Hospital and under this Agreement only for so long as 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 ceases.
- 56.4 Nothing in clause 56.3 is intended to confer or imply an obligation on the Austin to grant a redundancy payment to the clinical academic in the event their employment with the University ceases.
- 56.5 The University acknowledges that in its appointment of a Clinical Academic, it must take account of the clinical needs and requirements of the Austin (including meaningful contribution to in hours and after hours work of the Austin).
- 56.6 Subject to the Austin providing a written request to the Clinical Academic to provide services which would otherwise not be contemplated within this Agreement, the Austin 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.

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

In addition to the Public Holidays provision, the Clinical Academic will be entitled to the following:-

- 57.1 The Clinical Academic will not be required to attend Austin between Christmas Eve and the working day following New Year's Day holiday.
- 57.2 The close down period will constitute five (5) week days during which the Clinical Academic will not be required to attend the Austin. 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

29 as paid days on the basis that no days will be taken with respect to the Melbourne Cup, Labour Day and Queens Birthday holidays.

58. PARENTAL LEAVE (CLINICAL ACADEMICS)

A Clinical Academic will be entitled to six weeks 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;

59. CONFERENCE LEAVE (CLINICAL ACADEMICS)

In lieu of the provision in Clause 33, Clinical Academics shall be entitled to paid leave of absence up to a maximum of 20 working days in any one year to attend a conference or conferences approved by the Austin. Conference leave may be accumulated to a maximum of 20 days only. Whilst on leave the Medical Practitioner shall be paid the remuneration he or she would have received had he or she attended the Austin during the period of leave.

60. SABBATICAL LEAVE (CLINICAL ACADEMICS)

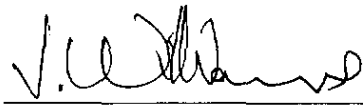
A Clinical Academic is entitled to a maximum of twenty-six (26) weeks paid leave for each six (6) years of continuous employment. The sabbatical leave will be paid at the Clinical Academic's ordinary hourly rate of remuneration at the date of the commencement of the leave.

Signed for and on behalf of Austin Health

by:

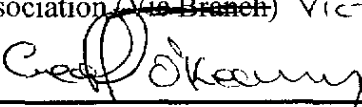
on:

1/9/04



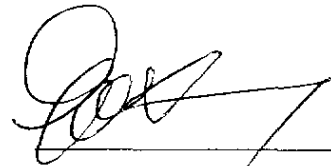
Signed for and on behalf of Australian Medical Association (Via Branch) VICTORIA

by:



on:

2/9/04



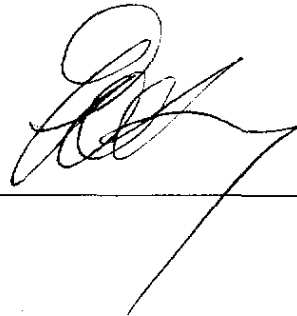
Signed for and on behalf of Australian Salaried Medical Officers Federation

by:



on:

3/9/04



SCHEDULE 1

FEE FOR SERVICE SCHEDULE

Based on Commonwealth Medicare Benefits Schedule Rates

Professional Attendances

Specialist	CMBS + 31%
Physician	CMBS + 19%
Psychiatrist	CMBS + 23%

Miscellaneous Diagnostic Procedures CMBS + 19%

Miscellaneous Therapeutic Procedures CMBS + 17%

Anaesthetic (NB no emergency loading in rate) \$18.80 relative value per Unit

Regional or Field Neuro Blocks CMBS + 28%

Surgical Operations CMBS + 31%

Assistance at Operations CMBS

Ultrasound CMBS + 23%

Computerised Tomography CMBS + 18%

Diagnostic Radiology CMBS + 22%

Nuclear Medicine CMBS + 11%

Pathology

Haematology, Biochemistry,
Microbiology CMBS + 15%

Immunology CMBS + 7%

Histopathology CMBS + 18%

Cytopathology CMBS + 15%