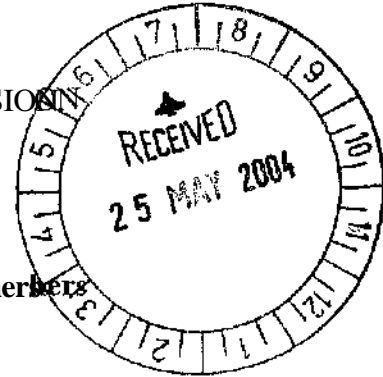


AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ certification of agreement

Australian Salaried Medical Officers Federation and Others
(AG2004/2741)



**BAYSIDE HEALTH AND AUSTRALIAN MEDICAL ASSOCIATION VISITING
MEDICAL OFFICERS AGREEMENT 2003**

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 21 MAY 2004

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

PREAMBLE

On 20 May 2004 I certified the abovementioned agreement. My reasons and the certificate follow.

This is an application to certify an agreement, to be known as the *Bayside Health and Australian Medical Association Visiting Medical Officers Agreement 2003*, that is made pursuant to S.170LJ in Division 2 of Part VIB of the *Workplace Relations Act 1996*.

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

I am also satisfied that:

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

- the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement;
- the agreement specifies a nominal expiry date which is not more than three years after the date on which the agreement will come into operation.

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

Accordingly, the agreement will be certified to operate in accordance with its terms from 20 May 2004.

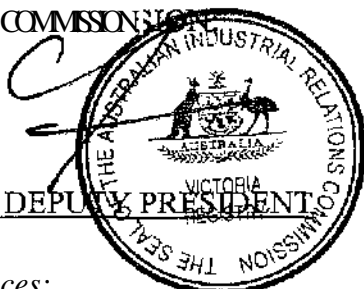
Although the AMA, an association not registered under the Act, is a party to the agreement, this does not detract from the fact that the agreement is made pursuant to S.170LT between an employer and an organisation of employees. The certification only extends to the employer and the registered organisation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

CERTIFICATION OF AGREEMENT

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

This agreement comes into operation on the date of certification, being 20 May 2004.

BY THE COMMISSIONER



SENIOR DEPUTY PRESIDENT

Appearances:

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

P. Bleaser on behalf of Bayside Health.

Hearing details:

2004.
Melbourne:
May, 20.

Printed by authority of the Commonwealth Government Printer

<Price code 33>



BAYSIDE HEALTH -
VISITING MEDICAL OFFICERS
AGREEMENT 2003

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement will be known as the Bayside Health and Australian Medical Association Visiting Medical Officers Agreement 2003.

2. ARRANGEMENT

Part 1 - Application and operation of agreement

1. Title
2. Arrangement
3. Operation and duration
4. Incidence and Parties bound
5. General definitions
6. Savings and No Extra Claims

Part 2 - Enterprise Issues

7. Renewal of Agreement
8. Other rights reserved
9. Physical Working Conditions
10. Mobile Telephone
11. Major Change Processes

Part 3 - Dispute Resolution

12. Procedure for dispute resolution

Part 4 - Employment Relationship

13. Type of employment
14. Fractional Allocation
15. Termination of employment
16. Record of service
17. Incapacity
18. Confidentiality (Non disclosure of Information)
19. Duties and Obligations of the Officer
20. Clinical Review
21. Performance Review

Part 5 - Rates of Pay and Related Matters

22. Rates of Pay
23. On-call/Re-call and additional payments
24. Superannuation
25. Salary Packaging
26. Claim for Payment
27. Private Practice

28. Facilities Fee

Part 6 - Hours of work/Location

29. Hours of duty

30. Location of Services

Part 7 - Types of leave and public holidays

31. Annual leave

32. Sick Leave

33. Compassionate Leave

34. Long service leave

35. Parental leave

36. Sabbatical leave

37. Conference/Study leave

38. Public Holidays

39. Jury Service

3. OPERATION AND DURATION

This agreement shall operate from the date of certification until 31 December 2005.

4. INCIDENCE AND PARTIES BOUND

4.1 The parties to the Agreement are

- i) Bayside Health; and
- ii) The Australian Salaried medical Officers Federation (ASMOF); and
- iii) The Australian medical Association Victoria.

4.2 The agreement applies to employees of Bayside Health who are employed in the capacity of Visiting Medical Officers (Specialists).

5. GENERAL DEFINITIONS

5.1 "Act" means except where otherwise indicated by this agreement the Health Services Act (1988) Victoria and any amendment thereto and regulations made thereunder by the Governor-in-Council.

5.2 "Association" means the Australian Medical Association (Victoria) Limited.

5.3 "Board" means the Board of Management, of Bayside Health.

5.4 "By-Laws" means the by-laws of the Health Service however styled in effect at the date of this Agreement together with all amendments thereto lawfully enacted from time to time.

5.5 "Clause" means a clause in this Agreement.

- 5.6 "Commission" means the Australian Industrial Relations Commission.
- 5.7 "Compensable Patient" means any patient who is covered by TAC, WorkCover or any other such insurance scheme.
- 5.8 "Credentialling" means the process whereby Practitioner's skills, experience and abilities are assessed against the position description.
- 5.9 "Director, Medical Services" means the Chief Medical Officer of the Health Service, however styled and includes the nominee of such person provided that where the Health Service does not have a Director of Medical Services, the reference in this Agreement to the Director of Medical Services shall be taken to be a reference to the Chief Executive Officer / General Manager.
- 5.10 "Executive Specialist" means a 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
 - Required to serve on the Executive Management Team of the Hospital
 - Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline
- Executive Specialist roles will only be utilised in major teaching Hospitals and then only where the organizational structure contains such a role and a suitable candidate is available to fill it.
- 5.11 "Fee for Service" means the fee payable to the Practitioner for an occasion of service which is to be paid at the rate set out in the Health Service Schedule of Fees.
- 5.12 "Fractional Allocation" means the hours of work for the treatment of Hospital patients and other agreed duties/commitments of the Practitioner that is determined on an annual basis, in accordance with the pro-forma schedule which forms Schedule A to this Agreement.
- 5.13 "Health Service" means Bayside Health Service.
- 5.14 "Health Service Chief Executive" means the Chief Executive Officer, however styled of the Health Service and shall include any person acting in place or to whom relevant authority has been given by such Officer.
- 5.15 "Health Service Schedule of Fees" means the schedule of fees adopted by the Health Service which incorporates the schedule of fees set out in the Commonwealth Department of Human Services and Health Medicare Benefits Schedule Book (CMBS) at 100% of the rate

- 5.16 "Higher Qualification" means a qualification appropriate to the specialty in which a practitioner is employed conferred upon the practitioner by a University, Medical School or Learned College including:
- postgraduate degrees and diplomas of Universities;
 - membership or fellowship of a College or Association of Specialists;
- any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which a practitioner is employed
- 5.17 "Hospital" means the Hospital where the Practitioner is to provide medical services.
- 5.18 "Hospital Chief Executive" means the General Manager, however styled of the Hospital and shall include any person acting in place or to whom relevant authority has been given, by such Officer.
- 5.19 "Hospital Patient" means a Public Patient being a patient in respect of whom the Health Service provides comprehensive care, including necessary medical, nursing and diagnostic services, by means of its own staff or by Medical Practitioners and others who provide such services pursuant to agreed arrangements.
- 5.20 "Hourly rate" means the rate set out in Clause 22 - Rates of Pay.
- 5.21 "Medical Practitioner" means a medical practitioner registered under the Medical Practice Act (1994) Victoria.
- 5.22 "Medical Appointments Committee" is the Committee through which Medical Practitioners are appointed to the Hospital/Health Service.
- 5.23 "Officer" means a registered medical Practitioner covered by this agreement in any of the classifications covered by this agreement.
- 5.24 "Practitioner¹" means a Medical Practitioner (Visiting Medical Officer (Specialist)) who is covered by this Agreement.
- 5.25 "Principal specialist" means a practitioner appointed as such by the Hospital. 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 hospital that the appointment is warranted.

A Practitioner appointed as a head of department or unit in a teaching hospital Group 1A or Group 1B will be paid no less than a Principal Specialist Level 2.

Where the 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.

- 5.26 "Private Patients" means any patient who requests admission as a private patient, i.e. acknowledges that their private health insurance or some other mechanism will remunerate the Hospital/Practitioner for their fees.
- 5.29 "Privileges" means that which is granted to a Medical Practitioner to undertake certain procedures or treatments within his/her credentialed clinical appointment.
- 5.30 "Schedule" means a schedule to this Agreement
- 5.31 "Senior specialist" means a practitioner who in addition to the qualifications for a Specialist role has
- not less than three years practical experience in that specialty after obtaining the higher qualification, or
 - sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.
- Where the 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.
- 5.32 "Specialty" means a field of work requiring the application of special experience and qualifications in a particular branch of medicine.
- 5.33 "Specialist" means a practitioner who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy the hospital that the appointment is warranted.
- 5.34 "Unit Head" means a Medical Practitioner who by virtue of his/her position description is designed and appointed as head of craft group or part thereof.
- 5.35 "Visiting Medical Officer" means a practitioner employed on an hourly basis for less than 40 hours per week.

6 . SAVINGS AND NO EXTRA CLAIMS

6.1 Savings

Nothing in this agreement will affect any current superior term or condition of employment.

6.2 No Extra Claims

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

Subject to an employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict the employer's right or ability to introduce change at the workplace.

PART 2 - ENTERPRISE ISSUES

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. OTHER RIGHTS UNAFFECTED

The rights created under this Agreement are not intended to affect any rights which either of the Practitioner and the Health Service may have apart from this Agreement.

9. PHYSICAL WORKING CONDITIONS

9.1 It is agreed that the following infrastructure standards should be met

- Access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently
- 24 hour access to library and all of its resources
- reserved car parking paid for by the hospital and available for a Doctor on on-call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Hospital main entrance
- access to Internet and e-mail facilities for work purposes
- office available for private discussion with patient's relatives
- access to security escort at night

9.2 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.

10. MOBILE TELEPHONE

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

11. MAJOR CHANGE PROCESSES

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

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

PART 3 - DISPUTE RESOLUTION

12. PROCEDURE FOR DISPUTE RESOLUTION

Framework for Resolution

12.1 The parties intend that most issues will be resolved informally between a 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 Practitioner's or stand downs by the Hospital.

12.2 Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement

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

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

Process for Resolving Disputes

12.5 The 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.

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

12.8 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.

PART 4 - EMPLOYMENT RELATIONSHIP

13 TYPE OF EMPLOYMENT

Practitioners under this agreement will be employed to work a specified number of hours per week (otherwise known as a "fractional allocation") under a fixed term or ongoing contract of employment.

14. FRACTIONAL ALLOCATION

14.1 The method of fractional allocation for VMOs should be as per the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

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

14.2.1 Direct Public Patient Care and Related Activities

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

14.2.2 Management/Administrative Responsibilities

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

14.2.3 Hospital Meetings.

Attendance at meetings constituted by the hospital or at the request of the hospital, including for example:

- When appointed to represent the medical staff on a hospital committee.
 - When appointed to represent hospital management on a committee.
- Business or management meetings of a unit/department/division.
Routinely scheduled meetings with administration.
Meetings of the medical staff group when related to hospital business

14.2.4 Participation in Quality Assurance Activities as Required by the Hospital

Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is:

Attendance at committees established under ACHS guidelines
Inter-unit clinical meetings e.g Grand Rounds

14.2.5 Teaching and Research as Required by the Hospital and Not Directly Funded by the University

14.2.6 Practice in a Distant Location

Only to be included where an allowance is not being paid

14.3 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.

15. TERMINATION OF EMPLOYMENT

15.1 Except when the conduct of the practitioner justifies instant dismissal, at least 3 months' notice of termination of employment shall be given by either the Hospital or the practitioner, or 3 months' wages paid or forfeited as the case may be in lieu of such notice, unless the period of notice is reduced by mutual agreement.

15.2 Health Service's power to terminate employment.

Without prejudice to the Health Service's rights under Clause 17 of this Agreement the Health Service may, terminate the employment of the Practitioner if at any time the Practitioner:

15.2.1 Commits any serious or persistent breach of any of the provisions of this Agreement.

15.2.2 Engages in serious misconduct or neglect in the discharge of duties required of the Practitioner hereunder.

15.2.3 Breaches clause 18 "Confidentiality/Non Disclosure of information".

15.2.4 Ceases to hold current registration as required by the Medical Practice Act or ceases to hold membership of a recognised medical defence organisation. The Hospital may, at any reasonable time, require the Practitioner to provide to its Director of Medical Services satisfactory written evidence of such registration and/or membership.

15.2.5 Is found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act 1994 or if any limitation, condition or restriction on the practice of the Practitioner is imposed pursuant to Part 3 - Division 2 of that Act.

15.2.6 After counselling still fails to meet the standards reasonably required by the Health Services credentialing processes in respect of the continuing education of the Practitioner.

15.2.7 If in the opinion of two independent psychiatrists (and subject to consultation with ASMOF regarding the choice of psychiatrists) and not inconsistent with Clause 17, the Practitioner becomes of unsound mind.

15.2.8 Is found guilty of a criminal offence other than an offence which in the reasonable opinion of the Board should not affect the Practitioner's employment by the Health Service.

15.2.9 If the Practitioner fails or refuses to comply with any lawful directions given to the Practitioner by the Health Service or Hospital or any person authorised by the Health Service or Hospital.

15.2.10 Any other conduct which would warrant summary dismissal at common law.

15.3 In the exercise of its powers in relation to the Practitioner the Health Service will make due inquiry, apply the principles of natural justice and comply with all applicable laws of the State of Victoria, including the provisions of the Act.

16. RECORD OF SERVICE

16.1 A hospital will record the following particulars in respect of each practitioner:

- date of commencement;
- date of termination;
- total period of service (years and months);
- long service leave taken during the period of service, or payments made; and
- accumulated sick leave at termination.

16.2 On request, a copy of the record will be furnished to a Practitioner upon termination.

17. INCAPACITY

17.1 If the Practitioner is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control ("the incapacity") from discharging in full the duties required of the Officer for a period longer than 3 months then the Health Service will have the right, subject to the provisions of the Health Services Act 1988, Clause 32 if relevant, and taking into consideration the nature of the incapacity and requirements of the Health Service, by notice in writing to the Practitioner to terminate this Agreement in accordance with Clause 15.

17.2 The Health Service may at any time and from time to time, so long as the incapacity will continue, require the Practitioner to provide satisfactory

evidence to the Health Service/Hospital of such incapacity and the cause thereof.

17.3 Except as provided by this Agreement, the Practitioner will not be entitled to any salary or other emolument or benefit in respect of any period during which the Practitioner will fail or be unable from any cause to perform the duties hereunder in full.

18. CONFIDENTIALITY / NON DISCLOSURE OF INFORMATION

18.1 The Practitioner will not at any time either during the continuance of this Agreement or after its termination divulge, either directly or indirectly, to any person, confidential knowledge or information acquired during the course of his/her employment.

18.2 The exceptions to paragraph 18.1 are where:

18.2.1 the Hospital has directed or permitted the divulging of the confidential knowledge or information to the person to whom it was divulged;

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

18.2.3 the divulging of the confidential knowledge or information is required or protected by law (ie. that is a protected disclosure under the Whistleblowers Protection Act).

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

19. DUTIES AND OBLIGATIONS OF THE PRACTITIONER

19.1 Perform the duties and exercise the functions delegated or assigned to him/her by the Director of Medical Services consistent with the duties set out in the Position Specification for the appointment and any performance levels agreed with the appointment

19.2 In the discharge of those duties, at all times comply with the Constitution, Objects, Regulations and By-laws of the Health Service as lawfully enacted or made from time to time, and the Hospital's Policies and Circulars as published from time to time.

19.3 Act with due propriety, decorum and professionalism in his/her dealings for, and on behalf of, the Hospital.

19.4 Promote the interests of the Health Service and the Hospital at all times.

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

19.6. Hold and maintain membership of a recognised medical defence organisation. (The hospital will provide indemnity in respect of "public patients).

19.7 Be responsible for the delivery of quality services, the participation in quality monitoring activities and for continual improvement activities within his/her spheres of control.

20. CLINICAL REVIEW

20.1 The Practitioner must abide by the /Hospital's policies and procedures for the review of the clinical credentials and privileges of medical Officers or other related policies and procedures as set down from time to time by the /Hospital.

20.2 The /Hospital must not vary or revoke the clinical credentials and privileges of the Practitioner without first giving the Practitioner an opportunity to be heard or without just cause.

21. PERFORMANCE REVIEW

The Practitioner performance will be assessed at least annually by the Hospital as to the level of attainment of the Key Performance Indicators and other factors related to performance as deemed appropriate by the individual undertaking the appraisal. These factors will be communicated in advance. The key performance indicators may be reasonably altered on an annual basis by the Health Service after consultation with the Practitioner.

PART 5 -RATES OF PAY AND RELATED MATTERS

22. RATES OF PAY

A Visiting Medical Officer (Specialist) shall be paid the minimum hourly rate set out below from the first pay period to commence on or after the date specified ("HPW" means Hours Per Week).

<u>1/7/2002</u>	0.1 -7	7.1 -10.5	10.6 -14	14.1-17.5	17.6+
Specialist	HPW	HPW	HPW	HPW	HPW
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$105.85
Principal Specialist					
Level 1 Bottom of Range	\$102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$109.30
Level 1 Top of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Level 2	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Executive Specialist					
Bottom of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Top of Range	\$120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$129.20

<u>1/1/2003</u>	0.1-7	7.1 -10.5	10.6-14	14.1-17.5	17.6+
Specialist	HPW	HPW	HPW	HPW	HPW
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$105.50
9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$109.00
Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Executive Specialist					
Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

<u>1/1/2004</u>	0.1 -7	7.1 -10.5	10.6-14	14.1-17.5	17.6+
Specialist	HPW	HPW	HPW	HPW	HPW
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	\$ 110.20	\$ 110.20	\$112.30
Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$ 113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$115.70	\$ 117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$115.70	\$ 117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

<u>1/1/2005</u>	0.1 -7	7.1 -10.5	10.6-14	14.1-17.5	17.6+
Specialist	HPW	HPW	HPW	HPW	HPW
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	\$102.30\$10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$104.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and hereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20

23. ONCALL/RECALL AND ADDITIONAL PAYMENTS

23.1 On-Call Categories - (Definitions)

23.1.1 Category 1: Exclusive or urgent call requiring immediate telephone response to provide advice and to return to the hospital as soon as clinically required, usually within 30 minutes of life threatening emergencies. Category 1 oncall requires an exclusive commitment by the clinician to one hospital. (If a clinician is called to an emergency in private, he/she will arrange for a colleague to provide a category 1 response capacity to the public hospital and notify the relevant switchboard etc.)

23.1.2 Category 2: Non-exclusive call requiring timely response to provide advice and to return to the hospital as soon as is clinically required, usually within 2 hours.

23.1.3 Category 3: Fee-for-Service call requiring the craft group to have their own internal roster with an associated expectation of recall.

23.1.4 Category 4: Referral recall, where there is no expectation of a roster and recall may very occasionally occur where the relevant on-call clinician recalls a specialist colleague from one of the craft groups as detailed in the definition.

23.1.5 Category 4 does not include circumstances where a surgeon, for example, calls in a more senior or more experienced colleague to assist with a difficult case.

23.2 Oncall period: - 7pm - 7am each day (Mon-Sun)
- 7am - 7pm Sat. Sun. and Public Holiday

23.3 On-Call Rates

23.3.1 Category 1

From the first pay period commencing on or after 1 January 2003, -\$308.20 per on-call period

From the first pay period commencing on or after 1 January 2004, -\$317.40 per on-call period

From the first pay period commencing on or after 1 January 2005, - \$327.00 per on-call period

23.3.2 Category 2

From the first pay period commencing on or after 1 January 2003, -\$77.40 per on-call period

From the first pay period commencing on or after 1 January 2004, -\$79.70 per on-call period

From the first pay period commencing on or after 1 January 2005, - \$82.10 per on-call period

23.3.3 Categories 3 & 4

Payment is included in the fee for service recall payment.

23.4 Recall Rates

23.4.1 Categories 1 & 2

23.4.1.1 From 7 pm to 12 midnight Monday to Friday and 7am to 12 midnight Saturday, Sunday and Public holidays:-

From the first pay period commencing on or after 1 January 2003, -
\$118.60 per hour.
From the first pay period commencing on or after 1 January 2004, -
\$122.20 per hour.
From the first pay period commencing on or after 1 January 2005, -
\$125.90 per hour.

23.4.1.2 From 12 midnight to 7 am Monday to Sunday:-
From the first pay period commencing on or after 1 January 2003, -
\$124.70 per hour.
From the first pay period commencing on or after 1 January 2004, -
\$128.40 per hour.
From the first pay period commencing on or after 1 January 2005, -
\$132.30 per hour.

23.4.2 An officer will be paid a minimum of 1 hour recall payment and actual travel time up to a maximum of 1 hour paid at ordinary rates.

23.4.3 Categories 3 & 4

Payment will be fee for service at the rate of 100% of the Commonwealth Medicare Benefits Schedule in effect at the time that the service is provided.

23.4.4 The hospital will not be financially disadvantaged if the person on call does not undertake the recall.

23.5 Payments for out of hours electives

If the Practitioner wishes to undertake elective work out of hours and the Hospital agrees to this, payment will be at in hours rates conditional on the Hospital being able to provide the Practitioner with time to do the case(s) (i.e. not in a queue for an emergency theatre). If the Hospital had previously authorised the work, allocated a time and the time was delayed significantly, payment will be at recall rates for that craft group.

23.6 Payments for inhours emergencies

Where not included in the inhours fractions payment will be at Fee-For Service.

24. SUPERANNUATION

The Health Service will contribute to a complying Superannuation Fund. Contributions that are required by law for the benefit of the Practitioner.

25 SALARY PACKAGING

Employees are permitted to salary package in accordance with the Salary Packaging policy of the Hospital. This policy may be amended without notice

to reflect the impact of legislative change. If changes to legislation result in the cost of this arrangement to the employer increasing, then any continuation of a salary packaging arrangement will be dependant on the participating Practitioner meeting any additional costs, including taxation, associated with such changes.

26. CLAIMS FOR PAYMENT

- 26.1** Payment in accordance with this Agreement will be made by the Hospital on a four weekly or fortnightly basis, as determined by the Hospital, following receipt from the Practitioner of a signed timesheet and any other supporting documentation required by the Hospital setting out in detail the services for which the claim is made. All claims must be authorised by the Unit Head/Director of Medical Services or nominee.
- 26.2** In the event that the Officer submits a timesheet/claim and details for authorisation more than two(2) months beyond the date of provision of the services to which the timesheet/claim relates, the Hospital will apply an administrative charge to the amounts otherwise payable often per cent (10%).

27. PRIVATE PRACTICE

The Practitioner will be permitted to admit and treat private/compensable patients at the Hospital subject to the Hospital's admission policies and availability of resources. Time spent by the Practitioner in providing services for such patients will not be remunerated by the Hospital.

28. FACILITIES FEE

There will be no facilities fee levied against a Practitioner working under this agreement, including oncall/recall. It is accepted that should a Practitioner enter into an agreement with the Hospital to treat private patients outside this agreement, including oncall/recall, that a facilities charge can be made.

PART 6 - HOURS OF WORK AND LOCATION OF SERVICES

29. HOURS OF DUTY

- 29.1** The hours of work for the clinical and other services required to be performed by a Practitioner will be set out in a document in conformity to Schedule A except as otherwise determined by the Hospital and the Practitioner.
- 29.2** In the normal course of events the Hospital will review the fractional appointment/hours of the Practitioner on an annual basis. However, the Hospital reserves the right to change the fractional allocation at six months notice in the event of a change in need for those services provided by the Practitioner or a lesser period as determined by the Hospital and the Practitioner.

- 29.3 The Practitioner will give six (6) months notice if he/she wishes to decrease his/her fractional allocation, or a lesser period as determined by the Hospital and the Practitioner.
- 29.4 Where a change proposed during a contract period is of such magnitude that it alters the fundamental nature of the contract and the Practitioner does not agree to the change, then the entire contract of employment will be terminated as a retrenchment and the Practitioner will be entitled to the normal Hospital practice in relation to retrenchment notice periods and payments.
- 29.5 A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract.

30. LOCATION OF SERVICES

The location where the Practitioner will provide the clinical and other services required will be advised to the Practitioner on an annual basis in a document in conformity to Schedule A except as otherwise determined by the Hospital and the Practitioner.

PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

31. ANNUAL LEAVE

- 31.1 The Practitioner will be entitled to four (4) weeks annual leave at the completion of each twelve (12) months of employment.
- 31.2 Annual leave will be taken at a time mutually agreed between the Practitioner and the Hospital.
- 31.3 At least four (4) weeks notice of intention to take annual leave must be given by the Practitioner.
- 31.4 Where a Practitioner's appointment is terminated with less than twelve (12) months' service, pro-rata annual leave will be granted or paid in lieu upon termination.
- 31.5 With the exception of the final year of the contract, all annual leave entitlements will, unless the Hospital otherwise agrees, be taken by the Practitioner within six months of the completion of the twelve (12) months in which the leave is accrued.
- 31.6 All annual leave will be taken within the term of each employment contract period unless agreed otherwise by the Hospital and the Practitioner.

32. SICK LEAVE

- 32.1 A Practitioner who becomes unfit for duty due to personal ill-health or injury will, on the production of a medical certificate from a legally qualified

Medical Practitioner, be entitled to sick leave for a period or periods not exceeding in aggregate 5.6 weeks in any one year. A Practitioner will be paid the remuneration to which he/she would be entitled had he/she attended the ordinary hours of work from which he/she is absent on sick leave. If the full period of sick leave is not taken during any year of service, such amount as is not taken will be cumulative from year to year.

32.2 A Practitioner who contracts an infectious disease or suffers any injury arising of his/her providing services to the Hospital will be entitled to have his/her remuneration made up to the remuneration he/she would have received had he/she attended the fractional hours from which he/she was absent due to such disease or injury up to a maximum of twenty-six (26) weeks in any one year of service. This clause does not impact in any way on a Practitioner's entitlements under the Accident Compensation Act 1985.

32.3 A Practitioner with responsibilities in relation to members of their immediate family who need their care and support if they are ill shall be entitled to use up to one week per annum from their accrued sick leave to provide care and support. The Practitioner will, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned.

33. COMPASSIONATE LEAVE

The Practitioner shall upon notification to the Hospital be entitled :

33.1. on the death or serious illness with Australia of a wife, husband, father mother, brother, sister, child, step-child, mother-in-law, grandparent or next of kin -

33.2 on the death outside of Australia of a wife, husband, mother, father, sister, brother, child or next of kin

to leave not exceeding two working days without deduction of pay up to and including the day of the funeral of the relative. Proof of such death or illness shall be furnished by the Practitioner to the satisfaction of the Hospital. This clause shall have no operation however, while the period of entitlement coincides with any other period of leave. For the purposes of this clause, the words "wife" or "husband" shall, include any person who lives with the Practitioner as a de facto partner and shall apply equally to their respective kin as set out in sub-paragraphs (33.1) and (33.2) above.

34. LONG SERVICE LEAVE

34.1 Entitlement

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

34.1.2 The amount of such entitlement will be:

- 34.1.2(a)** on the completion by the practitioner of fifteen years' continuous service, six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;
- 34.1.2(b)** in addition, in the case of a practitioner who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the practitioner, an amount of long service leave equal to one-thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under 34.1.2(a);
- 34.1.2(c)** in the case of a practitioner who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

34.2 Service entitling to leave

- 34.2.1** The service of a practitioner shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by 34.1.
- 34.2.2** Service also includes all periods during which a practitioner was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- 34.2.3** When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.
- 34.2.4** 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.
- 34.2.5** For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- 34.2.5(a)** the taking of any annual leave or Long Service Leave or other paid leave approved in writing by the hospital and not covered by clauses 34.2.5(b) and 34.2.5(d);
- 34.2.5(b)** any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 32 - Sick Leave;

- 34.2.5(c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- 34.2.5(d) any leave of absence on account of injury arising out of or in the course of the employment of the practitioner for a period during which payment is made under clause 32 - Sick Leave;
- 34.2.5(e) any leave of absence of the practitioner where the absence is authorised in advance in writing by the employer to be counted as service;
- 34.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
- 34.2.5(g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the practitioner's allowable period of absence from employment. A practitioner's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or sick leave which the practitioner actually receives on termination or for which the practitioner is paid in lieu;
- 34.2.5(h) the dismissal of a practitioner if the practitioner is re-employed within a period not exceeding two months from the date of such dismissal;
- 34.2.5(i) any absence from work of a female practitioner for a period not exceeding twelve months in respect of any pregnancy;
- 34.2.5(j) any other absence of a practitioner by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by 34.2.5(d).

#

34.2.6 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 34.2.5(a) to 34.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 34.2.5(e) to 34.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.

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

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

Where a practitioner who has completed at least ten years' service dies while still in the employ of the employer, the employer shall pay to such practitioner's personal representative, a sum equal to the pay of such practitioner for

one-thirtieth of the period of the practitioner's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the practitioner.

34.4 Payment for period of leave

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

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

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

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

34.4.2 Where the employment of the practitioner is for any reason terminated before taking long service leave to which the practitioner is entitled or where any long service leave accrues to a practitioner pursuant to 34.1.2(b), the practitioner will, subject to the provisions of 34.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.

34.4.2(a) Where any long service leave accrues to a practitioner pursuant to 34.1.2(a), the practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.

34.4.2(b) Provided in the case of a practitioner who accrues entitlement pursuant 34.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:

34.4.2(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 34.1.5(g).

34.4.2(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;

34.4.2(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.

34.4.3 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.

34.5 Taking of leave

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

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

34.5.3 If the hospital and a practitioner so agree:

34.5.3(a) the first six months long service leave to which a practitioner becomes entitled may be taken in two or three separate periods; and

34.5.3(b) any subsequent period of long service leave to which the practitioner becomes entitled may be taken in two separate periods;

34.5.4 A hospital may by agreement with a practitioner grant long service leave to the practitioner before entitlement to that leave has accrued; provided that such leave will not be granted before the practitioner has completed ten years' service.

34.5.4(a) 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.

34.6 Definitions

For the purposes of this clause the following definitions apply:

34.6.1 Pay means remuneration for a practitioner's weekly hours of work averaged over the preceding two years of employment calculated at the practitioner's ordinary time rate of pay provided in clause 22 - Rates of Pay, 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.

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

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

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

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

34.6.4 **Statutory body** means the Department of Human Services Victoria.

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

35. PARENTAL LEAVE

35.1 Definitions

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

35.1.2 Subject to 35.1.3, in this clause, **spouse** includes a de facto or former spouse.

35.1.3 In relation to 35.5, spouse includes a de facto spouse but does not include a former spouse.

35.2 Basic entitlement

35.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Parental leave is unpaid leave except that 6 weeks of maternity leave will be on **full** pay and one week paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.

35.2.2 Subject to 35.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

35.3 Maternity leave

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

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

35.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

35.3.2 When the employee gives notice under 35.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

35.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

35.3.4 Subject to 35.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

35.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

35.3.6 Special maternity leave

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

35.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

35.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

35.3.7 Where leave is granted under 35.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

35.4 Paternity leave

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

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

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

35.4.1(c) a statutory declaration stating:

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

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

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

35.4.2 The employee will not be in breach of 35.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

35.5 Adoption leave

35.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing

such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

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

35.5.2(a) the employee is seeking adoption leave to become the primary caregiver of the child;

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

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

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

35.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

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

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

35.6 Variation of period of parental leave

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

35.7 Parental leave and other entitlements

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

35.8 Transfer to a safe job

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

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

35.9 Returning to work after a period of parental leave

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

35.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 35.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

35.10 Replacement employees

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

35.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36. SABBATICAL LEAVE

- 36.1 Sabbatical leave entitlements are granted to benefit the Health Service as well as the Practitioner. It is not expected that the Practitioner will resign or retire within 2 years of taking their Sabbatical leave entitlement.
- 36.2 Twenty-six weeks Sabbatical leave shall be available after six (6) years of continuous service based on the ordinary inhours that would have been worked during such absence.
- 36.3 In calculating such aggregate of service any period of employment in any of the said Hospitals of less than six continuous months' duration will be disregarded. Service will be deemed continuous despite any period between an appointment with one Hospital and another (excluding all periods of paid annual, long service or sick leave) of five weeks or less but it will be necessary for a Practitioner as part of his/her qualification for any Sabbatical leave entitlement, to serve such additional period as equals the period between appointments. "Hospital" means a hospital listed in Schedule 1 or 3 of the Health Services Act 1988.
- 36.4 The onus of proving a sufficient aggregate of service to support a claim of any Sabbatical leave entitlement will at all times rest with the Practitioner concerned.
- 36.5 The twenty-six week entitlement may be split into two (2) thirteen (13) week allotments. Unless the Health Service in its absolute discretion agrees otherwise, if the Practitioner applies for or takes less than twenty-six weeks in one allotment or two thirteen week allotments of Sabbatical leave he/she shall be deemed to have received the full entitlement under this clause and shall not be entitled to any of the balance of his/her entitlement.
- 36.6 Application for Sabbatical leave, in accordance with local guidelines shall be submitted six (6) months prior to the intention to take the leave. Local guidelines for approval of projects will be available on request.
- 36.7 The Sabbatical leave to which a Practitioner is entitled will be given as soon as practicable having regard to the needs of the Hospital but the taking of such leave may be postponed to such date as is mutually agreed.
- 36.8 Where a Practitioner has proceeded on Sabbatical leave, a subsequent qualifying period of six (6) years shall not commence to run until the date of the Practitioner 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.

37. CONFERENCE LEAVE / STUDY LEAVE

There will be a maximum of two (2) working weeks paid conference/study leave per annum, which can be cumulative up to two (2) years, in order for the officer to attend approved professional development activities. Additional unpaid conference/study leave may be negotiated in special circumstances between the Practitioner and the Hospital.

38. PUBLIC HOLIDAYS

38.1 A Practitioner will be entitled to be absent without deduction of pay on the days observed as New Years Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

38.2 A Practitioner who is required by the Hospital to attend for ordinary duty on a day specified in 38.1, will be entitled to time off in lieu without loss of pay or by mutual agreement, equivalent hours will be added to the practitioners annual leave.

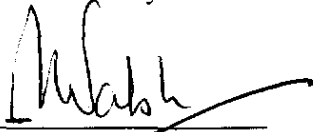
39. JURY SERVICE

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.

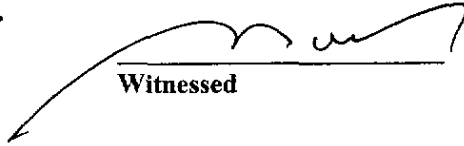
Dr M.K. Walsh
Chief Executive
Bayside Health

Signed

For and behalf of Bayside Health:



Chief Executive



Witnessed

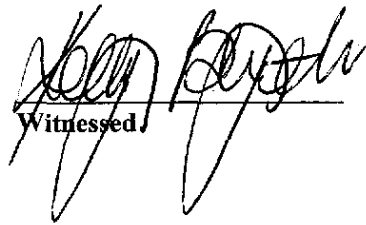
Dated: 13 / 04 / 2004

Signed

For and behalf of the Australian Medical Association (Victoria) Limited:



Director, Industrial Relations

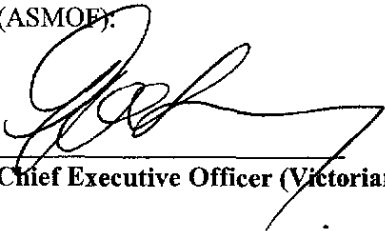


Witnessed

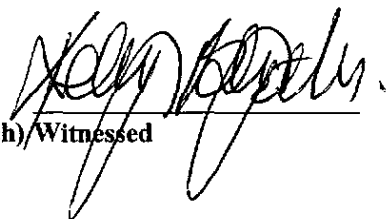
Dated: 15 / 4 / 2004

Signed

For and behalf of the Australian Salaried Medical Officers Federation (ASMOF):



Chief Executive Officer (Victorian Branch)



Witnessed

Dated: 15 / 4 / 2004

SCHEDULE A - This is a pro-forma of the document that will be provided to a Practitioner on an annual basis in accordance with this Agreement.

Part 1 - Practitioner's details:

Name:

Address:

Part 2 - Contract period

The commencement date is and the termination date is

Although at the end of this employment contract your services to the Hospital will cease, if you are offered another appointment, your services will be recommenced under a new contract. Your accrued entitlements such as sick leave, long service leave and sabbatical leave will not be affected by this procedure.

In accordance with Health Service policy relating to senior medical staff appointments, nearing the expiration of this contract, this position will be reviewed and in the event that the position is on-going, it will be externally advertised and your application will be invited.

Part 3 - Location for Services:

Part 4 - Fractional Allocation/Hours/On-Call commitments applicable from to only.

Hours per week:

On-call category:

Part 5 - Classification and Remuneration applicable from to only.

Classification:

Hourly rate (gross):

I agree to the conditions as specified in this schedule. I understand that this schedule is an attachment to Employment Agreement with....., a member of BE Health.

Signature of Practitioner

Name of Practitioner