

AG816602 PR919185

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s. 170LJ certification of agreement

**Australian Salaried Medical Officers Federation and another
(AG2002/3127)**

**AUSTRALIAN MEDICAL ASSOCIATION, MERCY HOSPITAL FOR
WOMEN, VISITING MEDICAL OFFICERS CERTIFIED AGREEMENT
2002**

Various employees

Health and welfare services

COMMISSIONER GAY

MELBOURNE, 20 JUNE 2002

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between the Mercy Hospital for Women and Australian Salaried Medical Officers Federation in this matter.

This agreement shall come into force from 20 June 2002 and shall remain in force until 20 June 2005.

BY THE COMMISSION:

COMMISSIONER

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**AMA MERCY HOSPITAL FOR WOMEN
VISITING MEDICAL OFFICERS
CERTIFIED AGREEMENT 2002.**

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

WORKPLACE RELATIONS ACT 1996

CERTIFIED AGREEMENT

1. TITLE

This Agreement shall be called the Australian Medical Association, Mercy Hospital for Women, Visiting Medical Officers Certified Agreement 2002.

2. ARRANGMENT

This Agreement is arranged as follows:

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3. INCIDENCE AND PARTIES BOUND

The parties to this Agreement are the:

- 3.1 Employees of the Mercy Public Hospitals Inc (located at 126 Clarendon St, East Melbourne, and Waterdale Rd, Ivanhoe) ('the Hospital') who are employed in the capacity of Visiting Medical Officers ('VMOs').

- 3.2 The Australian Medical Association (Victoria) Limited ('the Association'); and
 3.3 The Australian Salaried Medical Officers Federation (ASMOF).
 3.4 Mercy Public Hospitals Inc (trading as Mercy Hospital for Women) ('the Hospital').

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period of three (3) years from the date of certification.

5. VARIATION OF THIS AGREEMENT

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

6. REMUNERATION

6.1 The Hospital shall remunerate the VMO as follows:

6.1.1. Visiting Medical Officers Hourly Rate of pay from 1 July 2001

Pay Code	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)
SM11	Specialist (first 3 years)	\$76.80-\$79.90	\$77.60-\$80.70	\$79.40-\$82.50	\$80.90-\$84.00	\$82.30-\$85.60
	Senior Specialist (4 years plus)					
SM21	Year 1	\$79.90	\$80.80	\$82.60	\$84.10	\$85.70
SM22	Year 2	\$83.10	\$84.00	\$85.90	\$87.50	\$89.10
SM23	Year 3	\$86.40	\$87.20	\$89.30	\$90.90	\$92.60
SM24	Year 4	\$89.60	\$90.40	\$92.60	\$94.30	\$96.00
SM25	Year 5	\$92.80	\$93.70	\$95.90	\$97.60	\$99.50
SM31	Principal Specialist (Former Principal Specialist)	\$99.00-\$102.30	\$99.90-\$103.30	\$102.30-\$105.80	\$104.20-\$107.70	\$106.10-\$109.60
SM41	(Former Senior Principal Specialist)	\$102.00	\$103.30	\$105.80	\$107.70	\$109.70
	Executive Specialist	\$102.00-\$117.10	\$103.30-\$118.10	\$105.80-\$120.90	\$107.70-\$123.30	\$109.60-\$125.40

6.1.3 In accordance with past practice all Anaesthetist will continue have their salary reduced by 15% to reflect a notional time element spent in providing services to private patients during rostered hours.

6.1.4. The above rates shall be further increased by any subsequent industry-wide agreements between the AMA, VHIA and / or DHS (subject to any increases being funded by DHS on the same basis as other public hospitals.)

6.2 Classification Definitions

- **SM11** – Entry point for Specialists with less than three (3) years experience.
- **SM21** – Entry point for Specialists with at least three (3) years of experience. Following appointments, VMOs shall advance from SM21 through to SM25 at the rate of one increment point at the completion of each 12 months service, providing

that their performance has been judged as satisfactory as part of the annual Performance Review.

- **SM31** – Promotable level, senior Specialist who regularly deputises for Head of Unit.
- **SM41** – Promotable level, Head of Unit or non- Full Time Clinical Director.

6.3 Heads of Unit

Where the Position Description designates a role for the VMO Head of Unit, the Hospital shall pay to the VMO additional annual remuneration of \$5,000 as annual payment for the performance of the duties of Head of Department to be paid by equal fortnightly /monthly payments in arrears.

6.4 Salary Packaging

The VMO shall be entitled to package any part of his/her salary in accordance with the relevant policies of the Hospital as amended from time to time. The VMO shall be responsible for any fringe benefit tax payable on benefits provided as part of their identified sacrificed salary above the tax free threshold.

Provided that where legislative (*Fringe Benefits Tax Act 1986 or Income Tax Assessment Act*) or other changes have the effect of reducing or withdrawing the personal benefits identified or resulting from this Agreement, the Hospital will not be liable to make up the salary benefit lost by the VMO as a consequence of such change. Where other changes have the effect of increasing the cost of packaging to the Hospital, these costs shall either be passed on to the VMO participating in packaging or the Hospital can choose to cease or amend the arrangement to prevent additional FBT costs being incurred which would otherwise be passed on to the VMO.

7. ON CALL/RECALL ALLOWANCES

The Hospital shall pay the following additional remuneration for on-call and recall services. The on-call period is the period between 1800 hours and 0800 hours, and the period between 0800 hours and 1800 hours on Saturdays, Sundays and public holidays.

7.1 On-Call

For **Obstetrics, Internal Medicine, General Paediatrics, Oncology, Neonatal Intensive Care**, a payment of \$344.54 per fortnight effective from the first full pay period on or after 1 July 2001 (based on an average of 65 weekdays and 13 weekends per year).

For **Anaesthesia** for each 12 hour period of on-call duty, a payment of \$450.00 commencing on the first full pay period on or after 1 January 2002. This amount will increase to \$500.00 from the first full pay period on or after 1 July 2003 for the remaining term of this Agreement.

7.2 Re-Call

7.2.1 For **staff other than Anaesthetists** Payment per hour (pro-rata) for each recall period at time and one half of the hourly rate of pay specified in sub-clause 6.1.1 according to the hours that each VMO works. Travelling time, when recalled to provide services to public patients, shall be paid at the VMO's hourly rate up to a maximum of one hour. These amounts will take effect from the first full pay period on or after 1 January 2002.

7.2.2 For **Anaesthetic staff**, recall payment based on payment of \$22.50 per Relative Value Guide Unit (RVGU), to be paid from the first full pay period on or after 1 January 2002. This amount will increase to \$25.00, indexed to the average increase in the Commonwealth Medical Benefits Schedule over the eighteen month period, from the first full pay period on or after 1 July 2003.

7.3 The above allowances will be increased by the proportion of any subsequent industry-wide agreements between the AMA, VHIA and / or DHS (subject to the increases being funded by DHS on the same basis as other public hospitals.)

8. SUPERANNUATION

In addition to the remuneration described in Clause 6, the Hospital shall contribute to a Complying Superannuation Fund for the benefit of the VMO, in accordance with the *Superannuation Guarantee (Administration) Act*. The fund shall be selected by the VMO. In the absence of the VMO indicating his/her preference regarding the appropriate superannuation fund, payments shall be made by the Hospital into "Health Super".

9. PAID LEAVE ENTITLEMENTS

The VMO shall be entitled to paid leave as follows:

9.1 Annual Leave

20 working days Annual Leave, cumulative, paid pro rata to the percentage of Equivalent Full Time worked by the VMO, except that a VMO who participates in On-call duties shall be entitled to five days pro rata additional paid leave.

By mutual written agreement between the Hospital and VMO, annual leave may be taken at quadruple the normal remuneration, with a commensurate reduction in the VMO's annual leave entitlement.

9.2 Sick Leave

28 working days per year, cumulative, Sick Leave paid pro rata to the percentage of Equivalent Full Time worked by the VMO.

9.3 Public Holidays

9.3.1 A VMO shall be entitled to be absent without deduction of pay as rostered on the Public Holidays observed as New Years' Day Australia Day, Good

Friday, Easter Monday, Labour Day, Anzac Day, Queens Birthday, Christmas Day, Boxing Day and any other day (including Melbourne Cup Day) that is proclaimed from time to time as a holiday within the Melbourne Metropolitan area.

9.3.2 A VMO required to work on a public holiday shall be entitled to time off in lieu without loss of pay or one day added to the VMOs annual leave.

9.4 Parental Leave

Parental and Adoption Leave shall be in accordance with Schedule 1A of the *Workplace Relations Act 1996*, except that two weeks Maternity Leave paid at the ordinary time rate shall be granted in addition to basic entitlements under that Act.

9.5 Conference Leave

9.5.1 The VMO shall be entitled to a maximum of two weeks leave in any one year period, to attend any conference(s) approved by the Hospital. Conference Leave can be accumulated to a maximum of four (4) weeks. During the absence on Conference Leave the VMO shall be paid at the usual rate of remuneration the VMO would have received if he or she had worked over the leave period.

9.5.2 The VMO shall make written application containing adequate details of the proposed conference to the Head of Department.

9.5.3 If the Head of Department has not approved the Conference Leave within 6 weeks of receipt of the application for Conference Leave, the VMO may refer the matter for consideration by the CEO and the provisions of Clause 13 shall apply.

9.6 Compassionate Leave

A VMO shall upon notification to the Hospital be entitled:

(i) on the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild or next of kin -

(ii) 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 VMO 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 officer as a de facto partner and shall apply to their respective kin as set out in sub-paragraph (i) and (ii) above

9.7 Sabbatical Leave

- 9.7.1 A maximum of 26 weeks Sabbatical Leave shall be available after the VMO has completed 6 years of recognised service.
- 9.7.2 The Sabbatical Leave shall be paid at the VMO's rate of remuneration at the date of the commencement of the leave.
- 9.7.3 The VMO shall make written application for Sabbatical Leave and shall give adequate details of the proposed program of study or research. If the Hospital does not approve the leave within 3 months of receipt of the application, the matter shall be referred for resolution under the provision of Clause 13.
- 9.7.4 In submitting an application for Sabbatical Leave, a practitioner may apply for a temporary variation in the number of hours worked each week during the period of Sabbatical Leave. Such a variation must be consistent with the nature of the project under consideration and if not intended to vary, in any way, the level of benefits available, in total, to the VMO. The sole intent is to enable, by agreement, a Sabbatical Leave project to be completed within a shorter time frame. Any dispute, in regards to the granting of such variation shall be determined in accordance with Clause 13 of this Agreement.
- 9.7.5 Notwithstanding sub-clause 9.7.1 the VMO may take sabbatical leave in two periods of 13 weeks. If the VMO only takes part of his or her sabbatical leave entitlement, then, subject to application and written agreement by the Head of Department before proceeding on leave, he or she may continue to be eligible to receive the balance of the sabbatical leave.
- 9.7.6 Any further qualifying period for Sabbatical Leave shall begin to run after the VMO's return to work following Sabbatical Leave.
- 9.7.7 For the purposes of qualifying for Sabbatical Leave the qualifying date shall be either the date of first appointment to the Hospital or the date of completion of the last period of Sabbatical Leave with the Hospital, and provided that the VMO has given continuous service during that period.

9.8 Long Service Leave

- 9.8.1 Long Service leave in accordance with the provisions of the *Hospital Specialists and Medical Administrators Interim Award 1996* save that any dispute about entitlement to leave shall be determined in accordance with Clause 13. Payment of long service leave shall be calculated on the basis of the number of sessions/hours per week worked by the VMO immediately prior to commencing Long Service Leave.
- 9.8.2 Practitioners may apply for a temporary variation in the number of hours allocated per week during their period of long service leave, providing that

such variation will not affect total benefits or entitlements, but enable accrued benefits to be received over a shorter time period.

- 9.8.3 By mutual written agreement between the Hospital and VMO Long Service Leave entitlements may be taken at double the normal rate of remuneration and half the normal period concerned.

9.9 Unpaid Leave

In addition the Hospital may grant study and other unpaid leave at its discretion.

10. TERMINATION OF EMPLOYMENT

- 10.1 The employment of a VMO may be terminated by the giving of at least 3 months' notice in writing of termination of employment by either the Hospital or the VMO, 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.
- 10.2 Without prejudice to Clause 16 "Incapacity", the Hospital may terminate the employment of a VMO without prior notice if the VMO at any time:-
- (a) commits a serious breach of any of the provisions of their contract of employment;
 - (b) is guilty of serious misconduct or neglect in the discharge of duties described in the VMO's Position Description;
 - (c) ceases to hold current registration as required by the *Medical Practice Act 1994* or ceases to hold membership of a recognised medical defence organisation. The Hospital may, at any reasonable time, require the VMO to provide to the Hospital satisfactory written evidence of such registration and/or membership;
 - (d) be found to have engaged in unprofessional conduct of a serious nature pursuant to section 50 of the *Medical Practice Act 1994* or if any limitation, condition or restriction is imposed on the practice of the VMO by the Medical Practitioners Board of Victoria;
 - (e) fails to meet the standards reasonably required by the relevant College or the Australian Council on Health Care Standards in respect of the continuing education of the VMO;.
 - (f) becomes of unsound mind; or
 - (g) is found guilty of any criminal offence which in the reasonable opinion of the Mercy Health and Aged Care Board affects the VMO as an employee of the Hospital..
- 10.3 Nothing in Clause 10.2 shall be construed to deny or limit the legal remedies of the VMO if the employment is wrongfully terminated or to deny or limit the

rights of review of administrative decisions which may be available to limit application of Clause 10.2.

- 10.4 In exercising its powers in relation to the VMO, the Hospital shall apply the principles of natural justice.
- 10.5 If the Hospital elects to terminate the employment of the VMO pursuant to this subclause, the Hospital may in its absolute discretion pay a termination payment as provided in Clause 11 of this Agreement in lieu of some or all of the notice period at the VMO's usual rate of remuneration under this Agreement.

11. TERMINATION PAYMENTS

11.1 Redundancy

11.1.1 If after consultation with the VMO and the Association, its officers, or employees, the VMO's services are no longer required by the Hospital as a consequence of structural or technological change, changes in the role or functions of the Hospital, substantial reduction in patient numbers or like events, the Hospital may terminate the employment due to redundancy.

11.1.2 In the event of a VMO's position becoming redundant, the VMO shall be entitled to:

- (i) two (2) weeks' salary for each year of service or part thereof (capped at twenty weeks' pay) plus four (4) weeks notice or pay in lieu of same; or
- (ii) three (3) months' notice or pay in lieu of same.

whichever is greater.

11.1.3 The termination of the VMO's employment on the grounds of redundancy prior to the expiry of the period of employment shall in no way affect the right of the VMO to continue to treat private / compensable patients at the Hospital in accordance with the specific terms of the VMO's Letter of Appointment until the expiry date of the Letter of Appointment.

11.2 Calculation of Termination and Redundancy Payments

The sums in this Subclause shall be calculated in accordance with Clause 6 providing that no monies accruing as a result of fee-sharing shall be included in the calculation.

12. VARIATION OF FRACTIONS AND RENEWAL OF CONTRACTS

- 12.1 On one occasion each year the VMO and the CEO shall review the VMO's workload during the previous year and his/her anticipated workload for the following year. After this review, the parties shall fix the number of hours per week which the duties of the VMO are expected to occupy during the following

year and the percentage of an Equivalent Full Time appointment. The process shall be completed before 1 September and any change to the fractional allocation will not take effect until the first of January of the next year.

- 12.2 Variation of fractions and non-renewal of contracts shall not be harsh, unjust or unreasonable.

13. DISPUTES

- 13.1 If any dispute or grievance arises in respect of the VMO's employment or this Agreement, it shall be dealt with in the following manner:

13.1.1 the matter should be discussed first with the respective Clinical Director;

13.1.2 if the grievance is not resolved the Clinical Director shall advise the Chief Executive Officer of:

i) the nature of the grievance; and

ii) the action taken

13.1.3 the Clinical Director shall inform the medical staff member of their right to be represented at a meeting of the parties by a representative of his or her association.

13.1.4 if the matter is not resolved, it shall be submitted to the Australian Industrial Relations Commission or at the request of either party to a Board of Reference for the purposes of conciliation and mediation. The Board of Reference will consist of one person to be from time to time appointed by the Australian Medical Association or Australian Salaried Medical Officers Federation and one person from time to time appointed by the Mercy Health and Aged Care with the Industrial Registrar of the Australian Industrial Relations Commission or his/her nominee as Chairperson, three of whom shall form a quorum. The Board shall sit at such time and place as the parties may agree or in default of agreement as the Industrial Registrar or his/her nominee may fix.

- 13.2 until the matter is resolved, each of the parties shall observe their obligations under the agreement. No party shall be prejudiced by the continuance of work in accordance with this procedure.

- 13.3 the parties must co-operate to ensure that these procedures are carried out expeditiously.

- 13.4 at every stage in the attempted resolution of the matter:

13.4.1 the VMO shall be given adequate opportunity to address the respective Clinical Director and to present evidence;

13.4.2 the VMO shall be entitled to written reasons for any decision of the respective Clinical Director; and

13.4.3 each of the parties may be represented by a person of their choice, save during the procedure referred to in Clause 13.1.4.

14. EXCLUSION OF CONFLICTING ACTIVITIES

14.1 The VMO shall not be engaged or interested either directly or indirectly in any trade, business, or occupation during the hours he/she has undertaken to attend at the Hospital where such engagement would:

- (a) conflict with the interests of the Hospital; and/or
- (b) impinge on the capacity of the VMO to perform the duties or provide the services under this Agreement.

14.2 Notwithstanding Clause 14.1, the Hospital recognises that the VMO's first responsibility is to the clinical priorities of his/her patients and nothing in Clause 14.1 shall prevent the VMO meeting those obligations, providing that the VMO takes reasonable steps to minimise the likelihood of other priorities impinging on his/her ability to perform the duties associated with the Agreement.

15. NON-DISCLOSURE OF INFORMATION

15.1 The VMO shall keep confidential both during the Period of employment and afterwards all Confidential Knowledge acquired during the course of this employment except if:

15.1.1 the Hospital directs or permits the VMO to divulge the Knowledge;

15.1.2 divulging the Knowledge is reasonably necessary in the course of the VMO's duties;

15.1.3 divulging the Knowledge is required by law;

15.1.4 the Knowledge relates to medical or scientific research and is divulged in a learned journal or at a scientific conference and it is in the public interest that the Knowledge is divulged; or

15.1.5 divulging knowledge to his or her professional organisation which is relevant to that organisation. Such information should be forwarded to the professional organisation through the Senior Medical Staff Association, with a copy of the information also being forwarded to the Chief Executive Officer of the Hospital.

15.1.6 supplying information to the Australian Medical Association or the VMO's Agent in relation to a probable, threatened or actual grievance or dispute arising from this Agreement.

15.2 During the period of employment or afterwards, the VMO shall not make or use any Record relating to any matter concerning the activities or business affairs of the Hospital unless for the benefit of the Hospital. Any Record (whether made in

accordance with or in breach of this paragraph) made by the VMO shall be the property of the Hospital and it shall be left at the Hospital's premises together with any other Hospital property then in the VMO's possession or control if the VMO's employment terminates for any reason whatsoever. However, nothing in this clause shall preclude the VMO making copies of records relating to patients in the care of which the VMO has been involved.

16. INCAPACITY

- 16.1 If a VMO 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 VMO for longer than three (3) months after the expiration of all sick and other relevant leave entitlements then the Hospital shall have the right, subject to the provisions of the *Workplace Relations Act*, by written notice to the VMO, to terminate their employment on any date specified in the notice.
- 16.2 The Hospital may at any time while the incapacity continues require the VMO to provide satisfactory evidence of the nature and cause of the incapacity.
- 16.3 The VMO shall be entitled to accident make-up pay in accordance with the *Hospital Specialists and Medical Administrators Interim Award 1996*.
- 16.4 Except as provided by this Agreement, the VMO shall not be entitled to any salary or other emolument or benefit for any period during which the VMO fails or is unable for any reason to perform his/her duties in full.

17. INSURANCE

- 17.1 The Hospital represents to the VMO with the intention that the VMO should rely upon the representation, that pursuant to the Liability and Malpractice Insurance Contract entered into between the Secretary of the Department of Human Services for the State of Victoria and current as at the Commencement Date:
- (a) the Hospital is a Named Insured in relation to that contract; and
 - (b) the VMO is a Named Insured in relation to that contract entitled to indemnity provided by and subject the to terms and conditions of that contract.
- 17.2 The VMO acknowledges that the Insurance Contract provides very limited indemnity to the VMO for any legal liability arising in connection with the VMO's treatment of private/compensable patients.

18. SERVICE OF NOTICES

The Hospital will serve any notice by personal delivery or registered or security post to the usual or last known address of the VMO. The VMO will serve any notice on the Hospital by delivery or registered or security post to its then current address. Any posted notice shall be deemed to be served on the second business day following that on which it was posted.

19. BY-LAWS AND AGREEMENT

If there is any inconsistency between the terms of this Agreement and the By-laws Resolutions and policies of Mercy Health and Aged Care, the Agreement shall prevail.

20. MEDICAL APPOINTMENT/EMPLOYMENT

Following notification by the Hospital, a specialist's employment with the Hospital is contingent upon the Specialist holding a current Medical Appointment to provide services.

21 DUTIES AND OBLIGATIONS

The specialist having regard to best practice patient care, must:

- 21.1. Undertake the duties and exercise the powers assigned by the Chief Executive Officer consistent with the role set out in their Position Description;
- 21.2. in discharging the duties and in exercising the powers comply with the Hospital by-laws, resolutions, policies and all lawful directions from the Chief Executive Officer and with the terms of agreements and directions which are binding on the Hospital pursuant to the Act, insofar as they are consistent with the terms of this Agreement;
- 21.3. subject to sub-clause 15.1.2 above, be responsible directly to and report to the relevant Clinical Director and the Head of the relevant Unit;
- 21.4. promote the interests of the Hospital;
- 21.5. maintain current registration as required by the Medical Practice Act 1994 or hold and maintain membership of the relevant specialist body;
- 21.6. hold and maintain membership of a recognised medical defence organisation and provide, not less than annually, evidence of this membership when requested by the Hospital;
- 21.7. use his/her best endeavours to perform the duties of the position as well as possible and in particular to achieve the best possible performance of the indicators attached to the Position Description within the parameters of best practice patient care;
- 21.8. be permitted to admit and treat private/compensable in patients at the Hospital subject to a Specialist's Appointment, admission policies, availability of resources and continued employment. Time spent by a Visiting Specialist in providing services for such in patients will not be remunerated by the Hospital.

22. NO EXTRA CLAIMS

During the period of operation of this Agreement, the parties agree that they will not pursue additional claims.

23. DEFINITIONS AND INTERPRETATION

The following definitions apply to this Agreement:-

“The Board” means the Board of Directors of Mercy Health and Aged Care.

”By-laws resolutions and policies” mean the By-laws of Mercy Health and Aged Care as amended from time to time, and any resolution or policy of the Mercy Health and Aged Care Board.

“CEO” means the Chief Executive Officer of the *Mercy Hospital for Women*.

“Clause” refers to a clause in this Agreement.

“Complying Superannuation Fund” means a superannuation fund which complies with the requirements of the *Superannuation Guarantee Administration Act 1992* as amended from time to time and with the requirements of other relevant laws.

"Confidential Knowledge" means knowledge or information regarding the business transactions, affairs, property, policies, processes or activities of the Hospital that is plainly of a confidential nature and treated by the Hospital as such.

“The Hospital” means Mercy Public Hospitals Inc located at 126 Clarendon St, East Melbourne, and Waterdale Rd, Ivanhoe, and shall include its successors and assigns.

“Hospital Patient” means a patient to whom the Hospital 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.

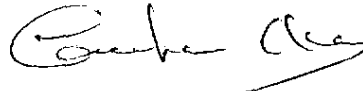
“Record” includes any note, memorandum or other document whether written or electronically or magnetically or otherwise stored.

“Week” means the agreed number of hours worked per week by an individual VMO averaged over a four week period.

SIGNATORIES

Signed for and on behalf and)
With the authority of the)
Hospital by the person authorised)
by its Chief Executive Officer in)
the presence of:)



GRAHAM CLAY 

Signed by the Australian Medical)
Association (Victoria) Limited)
in the presence of:)



Signed by the Australian Salaried)
Medical Officers Federation)
in the presence of:)

