
**AMA BAYSIDE HEALTH
SANDRINGHAM HOSPITAL GENERAL PRACTITIONER OBSTETRICIANS
CERTIFIED AGREEMENT 2001**

**Bayside Health, the Alfred Hospital, Commercial Road, Prahran, 3181 in the State of Victoria
(hereinafter referred to as ‘the Hospital’);**

and

**The Australian Medical Association (Victorian Branch) Ltd (ACN 064 447 678) of 293 Royal
Pde, Parkville in the State of Victoria**

and

The Australian Salaried Medical Officers Federation

1 Title

This Agreement shall be known as the AMA Bayside Health Sandringham Hospital General Practitioner Obstetricians certified Agreement 2001.

2 Date and Period of Operation

This Agreement shall take effect from the beginning of the first full pay period commencing on or after this Agreement's certification under the provisions of the *Workplace Relations Act 1996* (as amended) and shall remain in force for a period of three years.

3 Parties to this Agreement

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

4 Application

4.1 This Agreement applies to the Parties with respect to the employment of Medical Practitioners at Sandringham Hospital as Visiting Medical Officer General Practitioner Obstetricians.

4.2 This Agreement will be a Certified Agreement registered under the provisions of Division 2 of Part VIB of the *Workplace Relations Act 1996* (as amended).

5 Arrangement

<u>Subject</u>	<u>Clause Number</u>
Title	1
Date and Period of Operation	2
Parties to this Agreement	3
Application	4
Arrangement	5
Remuneration	6
Renewal of Certified Agreement	7
Disputes	8
Variation	9
Other Rights Unaffected	10
Schedule 1 – Duties	
Schedule 2 - Remuneration	

6 Remuneration

6.1 Subject to the Practitioner at all times carrying out the duties set out in Schedule 1 and the performance by the Practitioner of the obligations set out in this Agreement, the Practitioner is entitled to the rates of remuneration set out in Schedule 2.

6.2 The Hospital agrees to provide the prescribed minimum level of superannuation contributions required under the *Superannuation Guarantee (Administration) Act 1992* (Commonwealth) in addition to the Remuneration.

The Hospital shall, where requested by the Practitioner, make provision to pay the Practitioner's superannuation entitlements to Health Super or HESTA.

7 Renewal of Certified Agreement

- 7.1 At least three (3) months prior to the expiration of this Agreement, the Hospital and the AMA must confer with a view to reaching agreement about whether the Certified Agreement will be renewed for a further period and, if so, on what terms.
- 7.2 Each party must advise the other no later than 1 month (or such other period as they may agree in writing) prior to the expiration of the Certified Agreement of their decision regarding the matters referred to in clause 7.1.

8 Disputes

- 8.1 If any dispute or grievance arises in respect of the practitioner's employment or this Agreement, it shall be dealt with in the following manner:
 - 8.1.1 the matter should be discussed first with the Department Head;
 - 8.1.2 if the grievance is not resolved the Department Head shall advise the General Manager/Medical Executive of:
 - (a) the nature of the grievance; and
 - (b) the action taken
 - 8.1.3 the General Manager/Medical Executive shall inform the practitioner of their right to be represented at a meeting of the parties by a representative of his or her association.
 - 8.1.4 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, mediation or determination. The Board of Reference will consist of one person to be from time to time appointed by the Australian Medical Association and one person from time to time appointed by the Victorian Hospitals Industrial Association, 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.
- 8.2 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.
- 8.3 the parties must co-operate to ensure that these procedures are carried out expeditiously.
- 8.4 at every stage in the attempted resolution of the matter:

- 8.4.1 the practitioner shall be given adequate opportunity to address the Department Head and to present evidence;
- 8.4.2 the practitioner shall be entitled to written reasons for any decision of the Department Head; and
- 8.4.3 each of the parties may be represented by a person of their choice.

9 Variation

This Agreement may be varied pursuant to the *Workplace Relations Act 1996* (as amended). In particular, leave is reserved during the life of the Agreement to incorporate agreed provisions in Schedule 2 relating to CMBS Item Number 16522.

10 Other Rights Unaffected

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

Executed as an Agreement.

SIGNED SEALED and **DELIVERED**

by a duly authorised officer of

BAYSIDE HEALTH

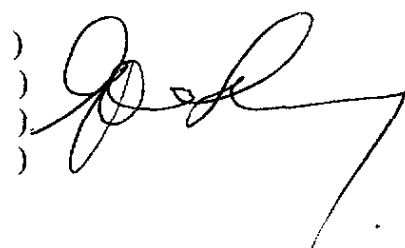
in the presence of:

KEVIN ADRIAN BOCKHOLT
JUSTICE OF THE PEACE FOR VICTORIA
Witness 9321 - 90
ALFRED HOSPITAL
COMMERCIAL ROAD PRAHRAN 3181

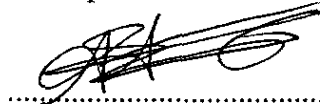
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Dr M.K. Walsh
Chief Executive
Bayside Health

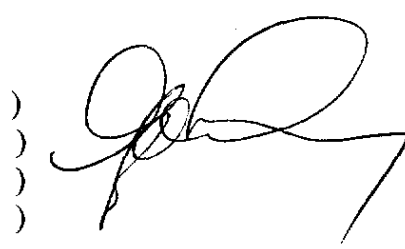
Signed for and on behalf of
the **AUSTRALIAN MEDICAL
ASSOCIATION (Victorian Branch) LIMITED**
in the presence of:


.....Witness

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


.....Witness

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SCHEDULE 1

DUTIES

In accordance with this Agreement the practitioner will:

1. be responsible for the clinical management and treatment of all patients admitted to the Hospital under the practitioner's care;
2. perform timely and regular ward rounds as agreed for inpatient care;
3. be available after hours as agreed in advance between the practitioner and the duly authorised Hospital Officer;
4.
 - a) take reasonable steps to ensure the completion of medical records so that they properly record and reflect clinical decisions, patient review and management plans;
 - b) take reasonable steps to ensure the completion of front sheets with details of diagnosis, treatment complications, co-morbidities and operations performed;
5. comply with the policies and procedures of the Hospital;
6. participate in the teaching and training of junior medical staff as requested;
7. attend hospital meetings as agreed from time to time;
8. abide by the rules and regulations of the Senior Medical Staff.

Note: A more detailed list of specific duties and responsibilities will be made available to each Practitioner as an addendum to their individual fee for service employment contract.

SCHEDULE 2

REMUNERATION

- a. The Hospital shall remunerate the practitioner on the basis of fees for services provided as set out below and as described in the *Medicare Benefits Schedule Book* operating at the time of the provision of the service.
- b. The Hospital will process completed billing sheets for services rendered to Public Patients and shall supply the practitioner not less often than once each calendar month with a detailed statement of payment for medical services rendered in the preceding calendar month via the Health Services payroll system.
- c. Where the appointment of a practitioner is terminated the Hospital shall thereupon pay all fees to which the practitioner is then entitled.

CMBS Item Number	Summary Description	Fee
33	Consultation at a Hospital (including the Derived Fee)	100% CMBS
16515	Management of vaginal delivery as an independent procedure where care has been transferred by other practitioners.	100% CMBS
16518	Management of labour incomplete where care has been transferred to another practitioner for completion of delivery.	100% CMBS
16519	Management of labour and delivery by any means (including Caesarean Section) and post partum care for 5 days	95% CMBS
	Assistance at Caesarean Section.	\$120