
**ST. VINCENT'S HEALTH (MELBOURNE)
SENIOR MEDICAL STAFF
(VISITING MEDICAL OFFICERS)
CERTIFIED AGREEMENT 2003**

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

CERTIFIED AGREEMENT

1. TITLE

This Agreement shall be called the St. Vincent's Health (Melbourne) Senior Medical Staff (Visiting Medical Officers) Certified Agreement 2003.

2. INCIDENCE AND PARTIES BOUND

The parties to this Agreement are the:

2.1 St. Vincent's Health incorporating St. Vincent's Hospital (Melbourne) Limited and St. Georges Health Service Ltd and Caritas Christi Hospice Ltd (hereafter called "the Hospital"); and

2.2 The Australian Medical Association Victoria; and

2.3 The Australian Salaried Medical Officers Federation

2.4 The Agreement shall apply to employees employed at the Hospital in the capacity of visiting medical officers ("the Visiting Medical Officers").

3. ARRANGEMENT

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4. DATE AND PERIOD OF OPERATION

The Agreement shall come into operation from 1 July 2002 and shall remain in force under the terms of Part VIB of the *Workplace Relations Act 1996* until 30 June 2005.

5. 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 the Award, this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

6. OBJECTIVES AND PRINCIPLES

6.1. Objectives of the Agreement

- 6.1.1. Inspired by the caring tradition of the Sisters of Charity and the Healing Ministry of Christ, the Hospital, strives to be a leader in providing high-quality and innovative health care to the community. Our values and concern for all people permeate every aspect of life and work at the Hospital. Our leadership is achieved through the outstanding contribution of our staff in

delivering a range of specialist hospital and community services underpinned by excellence in education and research.

- 6.1.2. This Agreement which is specifically directed to Practitioners contributes to the ongoing viability, growth and competitiveness of the Hospital's services whilst providing quality patient care through establishment of a commitment between the Hospital and the Practitioners for continuous improvement, in all aspects of the Hospital's operation, with the view to achieving the best practice.
- 6.1.3. The Hospital recognises the crucial role of Practitioners in treating patients and providing a viable referral base.
- 6.1.4. It is agreed that the Hospital is best able to provide proper remuneration, security of employment and improved job satisfaction to the Practitioners when the Hospital is in a sound financial and competitive basis.

6.2. Principles of the Agreement

- 6.2.1. It is acknowledged that the intent of the consultative process is to introduce and facilitate a culture of change by the parties, where this is found to be warranted and agreement to facilitate this should not be withheld unreasonably.
 - 6.2.2. No change will be implemented which may have a negative impact upon the employment of Practitioners without prior consultation between the parties designed to explore ways in which to eliminate or lessen such negative impact.
- 6.3. No Practitioner will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by a Practitioner in that specific classification of employment without consultation and agreement between the Hospital and the Practitioner.

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. AIMS OF THE AGREEMENT

- 8.1 The parties recognise that this Agreement is an opportunity to continue to position the Hospital to compete effectively in the healthcare field which is going through an unprecedented period of change.
- 8.2 A goal of this Agreement is to maximise the availability, potential and efficiency of the Hospital's Visiting Medical Officers to ensure the Hospital

is well placed to meet the challenge of providing high quality, cost-effective patient/client care.

8.3 The parties acknowledge that Hospital employees are well placed to provide significant impetus for the attainment of these goals. The parties acknowledge that an essential factor in achieving these goals is the development and maintenance of harmonious and productive relationships between the Hospital and its employees so as to ensure that employees are committed to their jobs and the success of the organisation. As such, the Parties are committed to:

8.3.1 continuing cultural change such that employees and management recognise their joint role in achieving the overall vision and objectives of the Hospital;

8.3.2. the further development of employee commitment to quality service, continuous improvement and operational efficiency;

8.3.3 a continuing emphasis on the development of direct, trusting, and open relationships with employees which generate sound internal loyalty;

8.3.4 a preparedness by all staff to embrace change as a natural and necessary part of the Hospital's growth and survival;

8.3.5 the establishment of clearly defined performance indicators as a way of defining appropriate quality/efficiency targets;

8.3.6. a continuing commitment to the restructuring of the Hospital coupled with active support for the changes implicit in such restructuring;

8.3.7. the development of a remuneration system which meets the needs of the Hospital and its employees.

9. SAVINGS

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

10. DEFINITIONS

In this Agreement and unless the contrary intention is clearly indicated or required:

10.1 "Agreement" or "this Agreement" means this document.

10.2 "Annual Period" means the twelve (12) month period Commencing 1 February of each year.

10.3 "Association" means the Australian Medical Association Victoria.

- 10.4 "Board" means the Board of Management of the Hospital, however named.
- 10.5 "Consultative On-Call" means a Practitioner required by the Hospital to be available for telephone consultations during the period and be prepared if available having regard to other commitments including on-call to other institutions to return to the Hospital.
- 10.6 "Continuous Service" means the period of continuous employment within the Victorian Public Hospital System.
- 10.7 "'Department' means a Department of the Hospital however styled.
- 10.8 "Department Head" means a Practitioner appointed by the Hospital as the Head of a Department of the Hospital.
- 10.9 "Chief Medical Officer" includes the nominee of such person.
- 10.10 "Exclusive On-Call" means a Practitioner who is required to be on call only to the Hospital and available to attend the Hospital immediately.
- 10.11 "'Family Leave" means leave allowed to a Practitioner who is required to provide primary care to a sick partner, parent, brother, sister, child, stepchild grandparent or grandchild.
- 10.12 "'Fee for Service" means at least one hundred per cent (100%) of the fees specified in respect of the medical service rendered in the table contained in the prescribed Commonwealth Medicare Benefits Schedule as amended from time to time. In relation to Anaesthetists, they shall be paid the equivalent and current Relative Values Guide (RVG) payment, which is indexed according to the general pay increases.
- 10.13 "FBT" means Fringe Benefits Tax as levied pursuant to the Fringe Benefits Tax Assessment Act 1986 (Cth) and the Fringe Benefits Tax Act 1986 (Cth).
- 10.14 "Financial Year" means a period of twelve (12) months ending 30 June in any year.
- 10.15 "Fractional Appointment" means the number of rostered hours allocated to the Practitioner per week divided by thirty five (35).
- 10.16 "Hospital" or "the Hospital" means St Vincent's Health (Melbourne) incorporating St. Vincent's Hospital (Melbourne) Ltd, St. Georges Health Service Ltd and Caritas Christi Hospice Ltd;
- (a) Succeeds the Hospital and takes over the Management and control of the Hospital; or
 - (b) Is appointed to take over the functions of the Hospital in providing health services to the public; or

- (c) Is associated with the Hospital as and when determined by the Hospital.
- 10.17 "Hospital By-Laws" means the By-Laws of the Hospital, however styled together with all amendments hereto except to the extent that such amendments are inconsistent with this Agreement.
- 10.18 "Hospital Patient" means a public patient in respect of whom the Hospital provides 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.
- 10.19 "Key Results Area" means the key areas of performance expected by the Hospital of the Practitioner in satisfactorily fulfilling his obligations under this Agreement.
- 10.20 "Medical Services" means medical, nursing, and diagnostic services and, if they are available at the Hospital, dental and paramedical services provided either by Hospital staff or by other agreed arrangements.
- 10.21 "Month" means any calendar month.
- 10.22 "On-Call Period" is between the hours of 7.00pm and 7.00am on any one day per week and from 7.00pm Friday to 7.00am Monday, and from 7.00am to 7.00pm on public holidays.
- 10.23 "Ordinary Hourly Rate" means the rate as determined in Clause 15
- 10.24 "Performance Indicators" means the objective test's determined by the Hospital in assessing the performance of the Practitioner having regard to the Key Result Areas identified in the Agreement.
- 10.25 "Practitioner" means a person registered under the Medical Practice Act 1994 (Victoria).
- 10.26 "Regulated Superannuation Fund" means a superannuation fund which complies with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) and with the requirements of other laws.
- 10.27 "Relative Values Guide" means a fee for service provided to an Anaesthetist during the On-Call period and defined in accordance with the AMA Relative Values Guide for Anaesthetists as amended from time to time..
- 10.28 "Remuneration" means a Practitioner's pay.
- 10.29 "Rostered Hours" means the number of hours allocated to a Practitioner per week for the purpose of providing services for the Hospital Patients or Outpatients.

- 10.30 "Salary" means remuneration for a Practitioner's normal weekly hours of work having regard to his fractional appointment calculated at the Practitioner's ordinary hourly rate of pay provided in Clause 15 of this Agreement.
- 10.31 "Senior Medical Staff Association" means a group established pursuant to the Hospital By Laws and includes all registered Medical Practitioners approved by the Board to provide services at the Hospital.
- 10.32 "Statutory Body" means the Department of Health and Community Services Victoria.
- 10.33 "Superannuation Guarantee" means the obligations levied on an Employer to make superannuation contributions on behalf of employees pursuant to the *Superannuation Guarantee (Administration) Act 1992*.
- 10.34 "Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.
- 10.35 "Unit" means a division of a Department of the Hospital.
- 10.36 "Visiting Medical Officer" means a Practitioner who is allocated a Fractional Appointment by the Hospital.

11. ANTI DISCRIMINATION

The parties to this Agreement agree that:

- (a) It is their intention to achieve the principal object set out in Section 3(j) of the Workplace Relations Act 1996 which is to respect and value diversity of the work force by helping to prevent and eliminate discrimination at the enterprise on the basis of race, colour sexual preference, age, physical or mental disability , marital status , family responsibilities pregnancy, religion, political opinion, natural extraction or social origin; and
- (b) Any dispute concerning these provisions and their operation will be processed initially under the dispute resolution procedure in this certified agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti discrimination provisions in applicable Commonwealth, State or Territory legislation

12. PROVISION OF MEDICAL SERVICES

- 12.1 The Practitioner shall at all times as are agreed between the parties provide such medical services to Hospital Patients as are required by the Hospital.
- 12.2 The Practitioner may apply for continuation of the Fractional Appointment after due notification by the Hospital up to three (3) months before the expiration of the current term of appointment. In such circumstances, the current Fractional Appointment shall continue until the Board has furnished the Practitioner with its decision on reappointment. Such decision shall be advised to the Practitioner within three (3) months from the date of application
- 12.3 The Practitioner shall be entitled to admit private patients and have private patients treated in the Hospital subject to:
- (i) available capacity of Hospital resources; and
 - (ii) the medical needs of the private patient
- 12.4 The Hospital appoints the Practitioner and the Practitioner accepts such appointment for the provision of medical services to Hospital Patients by the Practitioner at the Classification and Fractional Appointment as advised to the Practitioner by the Board provided always 'that the number of rostered hours allocated to the Practitioner may be increased or reduced effective from the expiration of each twelve (12) month period commencing on the first day of February each year save for the exception of the first period of this Agreement which will be from the date of this Agreement until 31 January next following
- 12.5 The Practitioner shall comply with the provisions of all acts, regulations, By Laws (including Hospital By-Laws), awards, determinations and agreements (including the Hospital Code of Conduct) and which are relevant to the Practitioner and to this Agreement.
- 12.6 Subject to Clause 12.5 the Practitioner will report to the relevant Program Director.
- 12.7 The Practitioner shall at all times maintain a current registration as required by the Medical Practice Act 1994 (Victoria) whilst employed pursuant to this Agreement and shall maintain membership of a recognised medical defence insurer.
- 12.8 Within the designated Fractional Appointment and consistent with the Practitioner's professional responsibility in the execution of his duty, the Practitioner agrees that he shall not withdraw his services or adopt work practices that may impact upon either the quality of patient care or the revenue earning capacity of the Hospital. In the event that such action were taken the Hospital shall be entitled to cancel the benefits of any Salary Packaging taken up by the Practitioner under Clause 17 of this Agreement.

12.9 The work hours of Practitioners can be changed either at the end of a contract period or during the contract period on the anniversary date (1 February yearly) with 3 months notice. 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. 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.

13. ROSTERED HOURS

13.1 The number of rostered hours to be allocated to the Practitioner annually shall be allocated in advance following consultation with the Practitioner and such allocations shall remain in force for the annual period unless it is otherwise agreed, save that an additional allocation may be made for the remaining part of an annual period.

13.2 Rostered Hours shall commence at such times as determined by the Hospital or where such -time is not determined by mutual consent.

13.3 The assessment of rostered hours should be calculated by totalling the time spent per month in direct patient care and related activities and adding elements for required administration, quality assurance, research teaching and training.

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

13.5 All Visiting Specialists, 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.

(a) Direct Public Patient Care and Related Activities

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

(b) Management/Administrative Responsibilities

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

- (c) Hospital Meetings
 - Attendance at meetings constituted by the hospital or at the request of the hospital, including for example: when appointed to represent the medical staff on a hospital committee; when appointed to represent hospital management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to hospital business
- (d) 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, and Inter-unit clinical meetings e.g Grand Rounds
- (e) Teaching and research as required by the Hospital and not directly funded by the University
- (f) Practice in a Distant Location (where an allowance is not being paid).

13.6 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.

14. PRIVATE PRACTICE INDEX

- 14.1 The parties agree that all fractional appointments will be reduced by a Private Practice Component reflecting the hours of private practice work conducted by the Visiting Medical Officers.
- 14.2 In determining the Private Practice Component, the following principles will apply:
 - 14.2.1 The Private Practice Component will be reviewed on an annual basis and adjusted accordingly to mutually agreed criteria
 - 14.2.2 Veteran Patients will not be incorporated into the figures used for the purposes of calculating the Private Practice Component for the duration of this agreement;
 - 14.2.3 The Private Practice Component will be reduced by 10% to compensate Visiting Medical Officers whilst on periods of leave;

14.2.4 When Private Practice Component figures are reviewed, units will have the choice of electing to have either an individualised figure applied to their hours or the unit average for the following twelve months; and

14.2.5 Where agreed to by the Hospital in its discretion, Visiting Medical Officers may elect to record time spent treating private patients on a fortnightly basis as authorised on individual timesheets and the Hospital will make the appropriate deductions from the salary payable under their fractional appointment.

15. REMUNERATION

15.1 Definitions

Specialist means a Doctor 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.

Senior Specialist means a Doctor 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 Doctor 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.

Principal Specialist means a Doctor 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 Doctor appointed as a head of department or unit will be paid no less than a Principal Specialist Level 2.

Where the Doctor 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.

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

Examples of such responsibility could include:

- Responsibility over a range of units/departments
- Direct supervision of a number of Principal Specialists Level 2
- Being required to serve on the Executive Management Team of 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 where the organisational structure contains such a role and a suitable candidate is available to fill it.

15.2 A Practitioner's entitlement to a movement in annual increment will be implemented on 1 February each year.

15.3 Rates of Pay

15.3.1 A Visiting Medical Specialist shall be paid the minimum hourly rate set out below from the first pay period to commence on or after 1 July 2002. (HPW: Hours Per Week).

Classification	0.1-7.0 HPW	7.1-10.5 HPW	10.6-14.0 HPW	14.1-17.5 HPW	17.6+ HPW
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$ 102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$ 105.85
Principal Specialist					
Level 1 Bottom of Range	\$ 102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$ 109.30
Level 1 Top of Range	\$ 105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Level 2	\$ 105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Executive Specialist					
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

15.3.2 A Visiting Medical Specialist shall be paid the minimum hourly rate set out below from the first pay period to commence on or after 1 January 2003. (HPW: Hours Per Week).

Classification	0.1-7.0 HPW	7.1-10.5 HPW	10.6-14.0 HPW	14.1-17.5 HPW	17.6+ HPW
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$ 101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$ 105.50
9th year as Specialist and thereafter	\$ 101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$ 109.00
Principal Specialist					
Level 1 Bottom of Range	\$ 105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$ 112.60
Level 1 Top of Range	\$ 108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$ 116.40
Level 2	\$ 108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$ 116.40
Executive Specialist					
Bottom of Range	\$ 108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$ 116.40
Top of Range	\$ 124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$ 133.10

15.3.3 A Visiting Medical Specialist shall be paid the minimum hourly rate set out below from the first pay period to commence on or after 1 January 2004. (HPW: Hours Per Week).

Classification	0.1-7.0 HPW	7.1-10.5 HPW	10.6-14.0 HPW	14.1-17.5 HPW	17.6+ HPW
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$ 101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$ 105.00
8th year as Specialist	\$ 101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$ 108.70
9th year as Specialist and thereafter	\$ 104.90	\$ 105.70	\$ 108.40	\$ 110.20	\$ 112.30
Principal Specialist					
Level 1 Bottom of Range	\$ 108.30	\$ 109.20	\$ 111.90	\$ 113.70	\$ 116.00
Level 1 Top of Range	\$ 112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$ 119.90
Level 2	\$ 112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$ 119.90

Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

15.3.4 A Visiting Medical Specialist shall be paid the minimum hourly rate set out below from the first pay period to commence on or after 1 January 2005. (HPW: Hours Per Week).

Classification	0.1-7.0 HPW	7.1-10.5 HPW	10.6-14.0 HPW	14.1-17.5 HPW	17.6+ HPW
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20

16. OUT OF HOURS REMUNERATION: ON-CALL/ RECALL ARRANGEMENTS

16.1 Definitions:

16.1.1 Category One (Exclusive On-call) means a period of on-call where a Visiting Specialist is required to be on-call only to a specified campus and available to attend the campus as soon as clinically required, usually within thirty minutes for life threatening emergencies.

16.1.2 Category Two (Consultative On-call) means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified campus.

16.1.3 Category Three means Fee for Service

16.2 **Oncall Rates**

16.2.1 Category One - A payment equivalent to the rate set out in the table below shall be made for each oncall period (one per weeknight and two for each day of the weekend or public holiday).

16.2.2 Category Two - A payment equivalent to the rate set out in the table below shall be made for each oncall period (one per weeknight and two for each day of the weekend or public holiday).

		From first pay period to commence on or after		
	1/7/02	1/1/03	1/1/04	1/1/05
Category One	\$308.56	\$317.81	\$327.35	\$337.17
Category Two	\$77.14	\$79.45	\$81.83	\$84.29

16.2.3 Category Three - No on-call rates shall be paid as the payment is included within the recall rate. However, all specialties listed in category three will continue to provide an oncall service

16.3 **Recall rates**

16.3.1 Classifications of Specialties

For the purposes of this Clause, Specialities shall be classified as follows:

Category One (a)

Anaesthetists

Category One (b)

Intensivists

Category Two

Cardiologists
Clinical Haematology
Gastroenterologists
Nephrology
Physicians - General
Psychiatrists
Infectious Diseases Physicians
Emergency Physicians
Oncologists

Category Three

Dental	H & M Surgeons	Plastic Surgeons
Dermatologists	Neurologists	Respiratory Medicine
Cardiothoracic Surgeons	Neurosurgeons	Rheumatologists
ENT Surgeons	Ophthalmologists	Urgent Renal Transplant Surgery
Endocrinologists	Oral Surgeons	Urologists
General Surgeons	Orthopaedic Surgeons	Vascular Surgeons
Gynaecologists	Perfusionists	Other Specialities not listed

16.3.2 Category One (a) (Visiting Anaesthetists) - A Recall rate based on the current Relative Values Guide (RVG) payment, which is indexed according to the general pay increases.

16.3.3 Category One (b) and Two – the rate set out in the table below for the period 7:00pm to midnight Monday to Friday, and 7:00am to 7pm Saturday, Sunday and Public Holidays and the per hour rate set out in the table below for the period midnight to 7:00am Monday to Friday and for the period 7pm until 7am Saturday Sunday and Public Holidays with a minimum of one hour recall payment. A maximum of one (1) hour travel time will be paid per recall.

For period:	From first pay period to commence on or after			
	1/7/02	1/1/03	1/1/04	1/1/05
7.00 pm – midnight (Mon – Fri) 7.00 am – 7.00 pm Saturday, Sunday and Public Holidays	\$118.59	\$122.15	\$125.82	\$129.59
Midnight – 7.00 am (Mon – Fri) 7.00 pm – 7.00 am Saturday, Sunday and Public Holidays	\$125.77	\$129.55	\$133.43	\$137.44

16.3.4 Category Three - Payments shall be made on a fee for service basis at the rate of at least 100% of the rates set out in the Commonwealth Medicare Benefits Schedule (CMBS) as varied from time to time. Effective 1 July 2002 fee for service will be paid at 103% of CMBS and effective 1 January 2003 103.5% of CMBS and will be varied on 1 January 2004 and 2005 increasing above 103.5% by the amount the annual increase in CMBS is less than the annual increase in wages.

16.4 It is recognised that weekend ward rounds form part of the hourly allocation of each visiting medical officer and will not be claimed separately as oncall/recall except when newly admitted patient requiring prompt assessment are seen.

17. SALARY PACKAGING

Employees are permitted to salary package in accordance with the Salary Packaging policy of St. Vincent's Health - Melbourne. 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 Medical Practitioner meeting any additional costs, including taxation, associated with such changes.

18. PUBLIC HOLIDAYS

18.1 A Practitioner will be entitled to the following holidays without loss of pay:

18.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

18.1.2 the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day, on the day and in the locality for which it is gazetted; and

18.1.3 one other day being specified according to States, Territories or localities or on some other basis.

18.2 Public holidays falling on a weekend

18.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

18.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

18.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the following Monday.

18.3 Prescription of additional days

Where in the relevant States, Territories or localities, public holidays are declared or prescribed on days other than those set out in clauses 18.1.1 and 18.1.2 above, those days shall constitute additional holidays for the purpose of this award.

18.4 Substitution of other days

18.4.1 An employer, with the agreement of the majority of the Practitioners, may substitute another day for any prescribed in this clause.

18.4.2 An agreement pursuant to 18.4.1 will be recorded in writing and be available to every affected Practitioner.

18.5 Easter Saturday

A Practitioner who ordinarily works Monday to Friday and who does not work on Easter Saturday (Easter Eve) is entitled to one days pay, or by mutual consent may take one day off in lieu within four weeks following that day or have one day added to annual leave.

18.6 Additional payment

A Practitioner who is required to work on a day specified in clauses 18.1.1 and 18.1.2, in addition to payment for the time so worked at ordinary time rates is entitled to one and one half days off which shall be added to the Practitioner's annual leave, or by mutual agreement one and one half days without loss of pay may be taken at some other time.

19. ANNUAL LEAVE

19.1 The Practitioner shall be entitled to annual leave once a minimum continuous period of employment of twelve (12) months has been completed with the Hospital. The Hospital may, at its discretion, grant annual leave prior to the minimum term on a pro rata basis.

19.2 The Practitioner is entitled to four (4) weeks annual leave pro rated for each continuous year of employment and it is required that annual leave shall be taken within twelve (12) months of it becoming due unless mutually agreed by the parties.

19.3 The Practitioner is required to give the relevant Program Director four (4) weeks notice of the period of time that he wishes to take annual leave.

19.4 The Hospital may, upon giving the Practitioner four (4) weeks written notice require the Practitioner to take annual leave where such annual leave has accrued notwithstanding Clause 19.2.

20. SICK LEAVE/FAMILY LEAVE

20.1 The Hospital will provide the Practitioner with twenty eight (28) days pro rated cumulative sick leave on full remuneration. It may require the Practitioner to produce a medical certificate for all sick leave taken in excess of two (2) days failing which the Hospital shall deduct such leave from any accrued leave otherwise standing to the credit of the Practitioner.

20.2 The Practitioner may utilise any leave provided pursuant to Clause 20.1 in each year of continuous service for Family Leave up to a maximum of twelve (12) days in any one year which leave shall not accrue from year to year.

21. LONG SERVICE LEAVE

21.1 Entitlement

- 21.1.1 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.
- 21.1.2 The amount of such entitlement will be:
- 21.1.2(a) on the completion by the Practitioner of ten years' continuous service, four months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;
 - 21.1.2(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 21.1.2(a);
 - 21.1.2(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 $\frac{1}{30}$ th of the period of service.
- 21.1.3 The Hospital has reviewed the long service leave accruals for all Visiting Medical Officers employed at the Hospital as at July 1 1995 who at that time had 10 years or more of service with the Hospital as documented in the Hospital records.
- 21.1.4 These Visiting Medical Officers will have their LSL calculated for service accrued from their commencement date to 1 July 1995. These accruals will be paid at the hourly rate applicable at the time long service leave is taken but taking into account the ordinary hours worked by the Visiting Medical Officers concerned as at 1 July 1995.
- 21.1.5 For the period after 1 July 1995, all long service leave calculations will be based upon the Visiting Medical Officer's normal weekly hours of work averaged over the preceding 2 years of employment and paid at the hourly rate applicable at the time long service is taken.
- 21.1.6 Long service leave and pro rata long service leave may be taken, by mutual agreement, or with twelve (12) weeks notice in writing, in increments of not less than one (1) week

prorated. The number of instalments so taken is limited only by the requirement that there be mutual agreement.

21.2 **Service entitling to leave**

- 21.2.1 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 21.1.
- 21.2.2 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.
- 21.2.3 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.
- 21.2.4 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.
- 21.2.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - 21.2.5(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 21.2.5(b) and 21.2.5(d);
 - 21.2.5(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 20;
 - 21.2.5(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;
 - 21.2.5(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 20;
 - 21.2.5(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;

- 21.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
- 21.2.5(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;
- 21.2.5(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;
- 21.2.5(i) any absence from work of a female Practitioner for a period not exceeding twelve months in respect of any pregnancy;
- 21.2.5(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 21.2.5(d).

21.2.6 In calculating the period of continuous service of any Practitioner, any interruption or absence of a kind mentioned in clauses 21.2.5(a) to 21.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 21.2.5(e) to 21.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.

21.2.7 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.

21.3 **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.

21.4 **Payment for period of leave**

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

- 21.4.1(a) in full in advance when the Practitioner commences leave; or
 - 21.4.1(b) at the same time as payment would have been made if the Practitioner had remained on duty; or
 - 21.4.1(c) in any other way agreed between the hospital and the Practitioner.
- 21.4.2 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 21.1.2(b), the Practitioner will, subject to the provisions of 21.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.
- 21.4.2(a) Where any long service leave accrues to a Practitioner pursuant to 21.1.2(a), the Practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.
 - 21.4.2(b) Provided in the case of a Practitioner who accrues entitlement pursuant 21.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:
 - 21.4.2(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 21.1.5(g).
 - 21.4.2(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;
 - 21.4.2(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.
- 21.4.3 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.

21.5 **Taking of leave**

- 21.5.1 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.
- 21.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- 21.5.3 If the hospital and a Practitioner so agree:
- 21.5.3(a) the first six months long service leave to which a Practitioner becomes entitled may be taken in two or three separate periods; and
 - 21.5.3(b) any subsequent period of long service leave to which the Practitioner becomes entitled may be taken in two separate periods;
 - 21.5.3(c) A Practitioner who is entitled to long service leave may take the whole or part of that leave at:
 - (i) half pay for a period equal to twice the period to which he would otherwise be entitled subject to appropriate rostering with the Practitioner's department or;
 - (ii) twice the rate of pay for a period equal to half the period to which he would otherwise be entitled
- 21.5.4 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.
- 21.5.4(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.

21.6 **Definitions**

For the purposes of this clause the following definitions apply:

- 21.6.1 Month means a calendar month. For example:
- 21.6.1(a) a month commencing on 15 April will end at the close of business on 14 May; and

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

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

21.6.3 Statutory body means the Department of Human Services Victoria.

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

22. CONFERENCE OR STUDY LEAVE

22.1 Having regard to appropriate staffing levels within Departments, the Hospital encourages the Practitioner to pursue courses of study that are relevant to his employment.

22.1.1 Prerequisites for a course of study include:

22.1.1(a) The Practitioner must have completed at least fifty two (52) weeks of continuous service at the Hospital;

22.1.1(b) The course of study selected is highly relevant to the Practitioner's current employment;

22.1.1(c) The Hospital's prior approval in writing is being provided to the Practitioner for the proposed course of study.

22.1.2 If Study Leave is not utilised in any one year it may accumulate to a maximum of twenty (20) days prorated in each successive two (2) year period and if not taken within that two (2) year period, it shall be forfeited with no entitlement to payment in lieu of forfeiture.

22.1.3 Any study leave accrued by the Practitioner by virtue of continuous service with the Hospital as at the effective date of this Agreement shall be credited to the Practitioner and may be accessed by the Practitioner subject to Clause 22.1.2.

22.2 A Practitioner shall be entitled to leave of absence on remuneration for up to ten (10) days prorated in any one year to attend a conference or conferences approved by the Hospital.

22.2.1 The Practitioner is required to notify the Chief Medical Officer in writing eight (8) weeks prior to taking leave in respect to all conferences attended by the Practitioner and is required to provide

a written report within fourteen (14) days if requested by the Chief Medical Officer to do so.

22.3 The Practitioner shall not be entitled to any payment in respect to study leave or conference leave forgone as a result of termination of this Agreement.

23. PARENTAL LEAVE

23.1 Definitions

23.1.1 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.

23.1.2 Subject to 23.1.3, in this clause, **spouse** includes a de facto or former spouse.

23.1.3 In relation to 23.5, spouse includes a de facto spouse but does not include a former spouse.

23.2 Basic entitlement

23.2.1 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 six weeks of maternity leave will be on full pay, and one week of paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.

23.2.2 Subject to 23.3.6, 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:

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

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

23.3 Maternity leave

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

- 23.3.1(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;
- 23.3.1(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.
- 23.3.2 When the employee gives notice under 23.3.1(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.
- 23.3.3 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.
- 23.3.4 Subject to 23.2.1 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.
- 23.3.5 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.

23.3.6 Special maternity leave

- 23.3.6(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.
- 23.3.6(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.
- 23.3.6(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.

23.3.7 Where leave is granted under 23.3.4, 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.

23.4 **Paternity leave**

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

23.4.1(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

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

23.4.1(c) a statutory declaration stating:

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

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

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

23.4.2 The employee will not be in breach of 23.4.1 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.

23.5 **Adoption leave**

23.5.1 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.

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

23.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

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

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

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

23.5.4 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.

23.5.5 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.

23.5.6 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.

23.6 **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.

23.7 **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.

23.8 Transfer to a safe job

23.8.1 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.

23.8.2 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.

23.9 Returning to work after a period of parental leave

23.9.1 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.

23.9.2 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 23.8, the employee will be entitled to return to the position they held immediately before such transfer.

23.9.3 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.

23.10 Replacement employees

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

23.10.2 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.

24. SABBATICAL LEAVE

24.1 For the purposes of this Clause only, the following definitions shall apply

24.1.1 "Health Care Facility" includes the Hospital and any other hospital providing public hospital services and any Statutory body directly associated with such hospital or hospitals.

24.1.2 "Practitioner" means a Specialist or Senior Specialist who has been engaged in medical undergraduate or postgraduate teaching or research with the Hospital for the period specified under the Hospital's By Laws as entitling him/her to sabbatical leave;

24.1.3 "Salary" shall mean the Practitioner's rate of pay as determined in Clause 15 having regard to clause 15 of this Agreement at the time leave is taken, and

24.1.4 "Service" shall mean service from the date of first entering employment with the Hospital or any other Health Care Facility (whether or not the Practitioner transferred from one employer to another during the period of such employment), and shall include all periods of paid leave including all periods during which the Practitioner was serving in the Australian Defence Forces or was made available by the Hospital or other Health Care Facility for National Duty.

Where, for the sole purpose of undertaking a course of study or research related to his work, a Practitioner is with the written approval of the hospital absent without pay for up to but not exceeding forty eight (48) weeks, the absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing an entitlement to sabbatical leave.

24.2 Subject to the provisions set out in sub-clause 24.3 and Clause 24.8 a Practitioner shall accrue sabbatical leave at the rate of four point three three (4.33) weeks per year.

24.3

(i)(a) A Practitioner who has been in the service of the Hospital for the period specified in sub-Clause 24.3 (i)(d) shall be entitled to a maximum of twenty six (26) weeks leave prorated on full remuneration which may be taken as determined by the Practitioner subject to the proposed program being acceptable under Clause 24.4 (i) and may be taken conjunction with conference leave or long service leave.

(b) A Practitioner who is and has been in the service of the Hospital and any one or more Health Care Facility for an aggregate of the period specified in sub-clause 24.2, shall be entitled to a maximum of twenty six (26) weeks leave prorated on full

remuneration. In calculating such aggregate of service any period of employment in any Health Care Facility of less than six (6) continuous months duration shall be disregarded. Further, in respect of any period of absence from employment between an engagement Health Care Facility and another of five (5) with one 6 weeks or less (excluding all periods of paid annual long service or sick leave) service shall be deemed to be unbroken. If the break in the service between one Health Care Facility and another extends beyond five (5) weeks then it shall be necessary. for the Practitioner as part of his qualification for sabbatical leave to establish service for such additional period as equals the total period of all such absences.

- (c) The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave shall rest with the Practitioner.
- (d) Contemporaneous service with two or more Health Care Facilities cannot for the purposes of calculating an entitlement to sabbatical leave be cumulative. Six (6) years continuous service subject to Clause 24.3 (i) (b) must have been accumulated before the Practitioner is eligible to take sabbatical leave.
- (ii)(a) The sabbatical leave shall be taken as soon as practicable having regard to the needs of the hospital, but the taking of such leave may be Postponed to a mutually agreed date.

24.4

- (i) The Practitioner's application for Sabbatical leave shall be in writing and shall contain adequate details (as determined by the Hospital) of the proposed programme of study or research.
- (ii) Where the Hospital does not approve the Practitioners programme of study or research within three (3) months of the written application supplying details, the Hospital shall refer the matter to the Medical Advisory Committee (MAC) of the Hospital. The Hospital and the Practitioner shall comply with the written advice of the MAC except that it may be varied by mutual agreement between the Hospital and the Practitioner.

24.5 Sabbatical leave may be taken at twice the rate of pay for a period equal to half the period to which the Practitioner would otherwise be entitled.

24.6 Sabbatical leave may be taken in two periods of up to thirteen (13) weeks duration, which are taken within 2 years of each other.

24.7 Sabbatical leave taken for a period less than thirteen (13) weeks prorated shall be deemed to be taken for thirteen (13) weeks prorated and sabbatical leave taken for a period between thirteen (13) weeks prorated and twenty six (26)

weeks prorated shall be deemed to have been taken for twenty six (26) weeks prorated.

- 24.8 Sabbatical leave may only be accrued to a maximum of twenty six (26) weeks prorated.
- 24.9 It is an expectation of the Hospital when granting sabbatical leave to a Practitioner and meeting the costs thereto in addition to the Practitioner's salary that the Practitioner shall return to the employment of the Hospital for a minimum two (2) year period after the completion of sabbatical leave and the Hospital reserves the right to sue and recover from the Practitioner any expenses paid by the Hospital to or on behalf of the Practitioner whilst on sabbatical leave in excess of salary should the Practitioner leave the employment of the Hospital within two (2) years of taking sabbatical leave.
- 24.10 In the event of termination the Practitioner shall not be entitled to any payment in lieu of sabbatical leave accrued.

25. COMPASSIONATE LEAVE

A Practitioner shall on the death of a partner, father, mother, child, step-child, mother-in-law, father-in-law, brother, sister, grandparent or grandchild be entitled to two (2) days paid leave.

26. LEAVE WITHOUT PAY

Leave without pay will not be granted where the Practitioner has any paid leave time standing to his credit.

27. PREVENTION AND SETTLEMENT OF DISPUTES

27.1 Framework for Resolution

- 27.1.1 The parties intend that most issues will be resolved informally between a Medical Practitioner and the Practitioner's immediate supervisor. The parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by Medical Practitioner's or stand downs by the Hospital.
- 27.1.2 Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement
- 27.1.3 Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.

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

27.2 Process for Resolving Disputes

27.2.1 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.

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

27.2.3 If the matter is still unresolved it may be referred to a Board of Reference in accordance with the Workplace Relations Act 1996.

27.2.4 If the Parties are still unable to reach a resolution, the matter shall be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if necessary, arbitration, pursuant to s.170LW of the Workplace Relations Act 1996.

Establishment of a Board of Reference

27.2.5 The Board of Reference will consist of one person to be from time to time appointed by the 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

28. PERFORMANCE REVIEW

All Practitioners will be expected to actively participate in the Performance Development System. The classification of the Practitioner will be reviewed as part of the Performance Review. Performance Reviews for all Practitioners will be taken into consideration by the Hospital's Electoral College when it makes recommendations to the Board in relation to reappointments to the Hospital.

29. LIABILITY AND INSURANCE

29.1 The Hospital confirms that it is insured for all public liability and professional indemnity Claims for damages brought by third parties and that such policies of insurance indemnify the Practitioner with respect to any such claims that may arise out of his employment in the future.

29.2 The Practitioner acknowledges that the insurance policies referred to above will not indemnify the Practitioner in respect of legal liability which may attach to the Practitioner arising out of claims for damages by private/compensable patients.

30. DISCLOSURE OF INFORMATION

30.1 A Practitioner may be required for medico-legal purposes to disclose to the Hospital information relating to the mental or physical condition of another person who is or was a patient of the Hospital and not being the Practitioner's private patient and such Practitioner shall make such disclosure in accordance with the requirement.

30.2 In the course of carrying out, performing and fulfilling responsibilities to the Hospital, Practitioners have access to and will be entrusted with detailed confidential information relating to the Hospital's business.

30.3 The Practitioners will maintain the confidentiality of such confidential information and preserve the Hospital's goodwill.

30.4 The Practitioners will not to disclose such confidential information without the written consent of the Hospital. Practitioners shall not disclose any detailed confidential information to any person not authorised to receive same nor use this information for any purposes other than for the purposes of the Hospital.

30.5 In the event of termination, a Practitioner shall deliver up to the Hospital or its authorised representatives all records notes or memoranda whatsoever in his/her possession or control which may relate in any way to the business or affairs of the Hospital.

30.6 A Practitioner shall not retain a copy of any document or other item referred to in Clause 30.4, unless written approval has first been provided by the Chief medical Officer.

30.7 Subject to the provisions of Section 141 of the *Health Service Act 1988*, nothing in this clause shall prevent a Practitioner from supplying information to the Association or to their legal representative in relation to a probable, threatened or accused grievance or dispute.

31. FACILITIES

The Hospital shall make available for the use by Practitioners, without charge, reasonable facilities for the care of the Hospital patients including consumable items, equipment, nursing assistance, access to telephones and reasonable clerical assistance in respect to the maintaining of medical records and Quality Assurance requirements and any other designated duties as determined by the Hospital. Dressing rooms, rest rooms, bathrooms or shower rooms, lockers and pigeon holes for mail shall be provided for Practitioners.

32. PROVISION OF MOBILE PHONES OR REIMBURSEMENT OF COST

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 Medical Practitioner when making or receiving work related telephone calls.

33. TELEPHONE CALLS

33.1 The Hospital will introduce a protocol to govern the use of telephone consultations with Practitioners who are on-call. The protocol will include the following governing points

- (a) That the introduction of the changed on-call allowance for Doctors-in-Training will not lead to an increased incidence of telephone calls being made to Practitioners, particularly in comparison with other health professionals
- (b) That the incidence of trivial or unnecessary telephone calls is controlled

33.2 The form and application of these protocols may be reviewed at the request of the AMA to ensure their effectiveness.

34. PHYSICAL WORKING CONDITIONS

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

- (a) Access for Practitioners to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
- (b) 24 hour access to the library and all of its resources;
- (c) Reserved car parking paid for by the hospital and available for a Practitioner 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;
- (d) Access for Practitioners to Internet and e-mail facilities for work purposes;
- (e) Availability of an office for Practitioners for private discussion with patient's relatives;
- (f) Access for Practitioners to a security escort at night.

34.2 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.

35. RESEARCH MATERIAL

The parties to this Agreement shall continue to retain all intellectual property rights they may have to research material and to publish results of such research with such rights to be determined pursuant to common law or where appropriate relevant Statutes.

36. STAND-DOWN CLAUSE

In the event of an industrial dispute occurring, the Hospital after taking into account the Practitioner's duty of care to his patient shall have the right to stand down without remuneration a Practitioner who is prevented from or unable to perform his rostered duties

37. UNIFORMS AND PROTECTIVE CLOTHING

The Practitioner shall be supplied with sufficient appropriate and serviceable uniforms which shall be regularly laundered at the expense of the Hospital. Such uniforms remain the property of the Hospital concerned and must be returned at the termination of this Agreement. For the purposes of this Clause, the Hospital may deem white coats to constitute a uniform.

38. TERMINATION OF APPOINTMENT

38.1 Except when the conduct of the Practitioner justifies instant dismissal, three (3) months notice of termination of the Practitioner's appointment shall be given by either the Hospital or the Practitioner or three (3) months pay pursuant to this Agreement shall be paid or forfeited as the case may be in lieu of such notice, unless the period of notice is reduced by mutual agreement.

38.2 Having regard to Section 41(2) of the Health Services Act 1988 the Board shall not dismiss or suspend a Practitioner without careful inquiry into the matter alleged against the Practitioner, and having heard whatever statement the Practitioner may wish to make. relative to that matter and against such dismissal. The Board shall give the Practitioner reasonable opportunity to make such a statement, and the Practitioner may be assisted by a representative of the Association or other Counsel before making any statement or submission.

38.3 Upon the Board conducting an inquiry into any complaints concerning the Practitioner including his conduct with Hospital patients, and concluding that the Practitioner has been in breach of this Agreement the Board may if of the opinion that the breach amounts to malpractice serious neglect or misconduct terminate the appointment of the Practitioner immediately.

38.4 Without prejudice to the Hospital's rights under this Agreement and having regard to Clause 38.2, the Hospital may terminate the appointment of the Practitioner immediately where:

38.4.1 The Practitioner is guilty of a serious or persistent breach of any of the terms of this Agreement.

38.4.2 It is established that the Practitioner has been guilty of serious misconduct or neglect in the discharge of his duties under this Agreement.

38.4.3 The Practitioner fails to comply with Clause 12.7 of this Agreement. In this regard the Hospital may, on reasonable notice, require the Practitioner to provide to the Chief Medical Officer with satisfactory written evidence of such registration and/or membership.

38.4.4 The Practitioner is found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act 1994 (Victoria).

39. INCAPACITY

39.1 If the Practitioner shall at any time be incapacitated or prevented by illness injury accident or any other circumstances beyond his control ("the incapacity") from discharging in full the duties required of the Practitioner for a period longer than three (3) months after expiration of relevant leave entitlements as provided in this Agreement then the Hospital shall have the right, subject to the provisions of the Health Services Act 1988, by notice in writing to the Practitioner to terminate this Agreement in accordance with Clause 38.1.

39.2 The Hospital may at any time and from time to time so long as the incapacity shall continue require the Practitioner to provide satisfactory evidence to the Hospital of such incapacity and the cause thereof.

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

40. CHANGE PROCESS

40.1 The parties to this Agreement are committed to consultation as a key element in the planning, development and implementation of the Patient Care Model within the Hospital.

40.2 Whilst consultation is acknowledged as sound management practice the parties recognise that no single mechanism or structure will be appropriate for all occasions. Consultative mechanisms or structures will work most

effectively if they are developed as a means to address specific issues of mutual concern rather than as an end in themselves. Consequently, the emphasis in this Agreement is upon ensuring that the consultation process involves those directly affected by the proposed change and the needs and circumstances of the particular change proposal.

- 40.3 When organisational change is being considered, at the request of the Hospital, a Working Party comprising equal representation of management and the Practitioner Staff Group shall be established in the Hospital to monitor the procedures, and facilitate consultative and internal redeployment processes contained in this Agreement, provided that a Working Party need not be established if other mutually acceptable alternative mechanisms are preferred.

Specifically, the Working Party shall:

- 40.3.1 examine and consider alternatives to any changes proposed as a result and make recommendations which might eliminate or lessen negative aspects of change on Practitioners to the management of the Hospital;
- 40.3.2 upon a decision by management to proceed with the proposed changes, recommend the process and timetable for implementation;
- 40.3.3 endeavour to resolve grievances relating to change including issues relating to redeployment, and redundancy of affected Practitioners;
- 40.3.4 ensure Working Party representatives are permitted to take necessary time off work to carry out functions associated with the change project including consultation with Practitioners pursuant to this Agreement without loss of income.

41. RELATIONSHIP BETWEEN AGREEMENT BY-LAWS, ETC

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

42. LOCUM SERVICES

Unless the Hospital agrees in writing, the services required of a Practitioner under this Agreement shall be provided personally. However, the Hospital may permit a locum approved by it (which approval shall not be unreasonably withheld) to provide medical services which would otherwise be provided by a Practitioner, subject to the Practitioner obtaining the Hospital's agreement in a reasonable period before the commencement of the anticipated absence.

43. SUPERANNUATION

The Employer warrants that it shall contribute to a Regulated Superannuation Fund in respect to the Superannuation Guarantee obligation.

SIGNATORIES

For and on behalf of

ST. VINCENT'S HOSPITAL (MELBOURNE) LIMITED

M. Cole & Feely
.....

h. Padua
.....
(Witness)

17/7/2003
.....
(Date)

For and on behalf of the

AUSTRALIAN MEDICAL ASSOCIATION (Victoria) LIMITED

[Signature]
.....

[Signature]
.....
(Witness)

22/7/2003
.....
(Date)

For and on behalf of the

AUSTRALIAN SALARIED MEDICAL OFFICERS FEDERATION

[Signature]
.....

[Signature]
.....
(Witness)

22/7/2003
.....
(Date)