
**THE AMA - AUSTRALIAN RED CROSS BLOOD
SERVICE - VICTORIA MEDICAL OFFICERS &
MEDICAL SPECIALISTS CERTIFIED AGREEMENT 2004**

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

WORKPLACE RELATIONS ACT 1996

CERTIFIED AGREEMENT

1. TITLE

This Agreement shall be called The AMA - Australian Red Cross Blood Service - Victoria Medical Officers and Medical Specialists Certified Agreement 2004 ("the Agreement").

2. ARRANGEMENT

Clause	Clause Number
Aims of the Agreement	9
Arrangement	2
Classification Definitions-Medical Officers	12
Classification Definition – Medical Specialists	13
Conference Leave	19
Continuous Improvement Activities	10
Date and Period of Operation	4
Dispute Settlement	23
Hours of Duty	15
Incidence and Parties Bound	3
Long Service Leave	17
No Further Claims	22
Parental Leave	18
Preservation of Rights	9
Public Holidays	21
Relationship with Awards/Agreements	5
Renewal of Agreement	7
Sabbatical Leave	20
Salaries	11
Salary Packaging	24
Savings	8
Sick Leave	16
Title	1
Types of Employment	14
Variation of Agreement	6

3. INCIDENCE AND PARTIES BOUND

The Parties to this Agreement are:

- i) the Australian Red Cross Blood Service - Victoria;

- ii) Medical Officers of the Australian Red Cross Blood Service Victoria who are employed in the capacity of Medical Officers/Medical Practitioners.
- iii) the Australian Medical Association Victoria
- iv) the Australian Salaried Medical Officers Federation (ASMOF)

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period of three years from 1 May 2004.

5. RELATIONSHIP WITH AWARDS/AGREEMENTS

The terms and conditions of this Agreement in respect to Medical Officers and Registrars shall be referenced to the Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation Victorian Branch, Victorian Public Hospital Sector (Hospital Medical Officers) Multi-Employer Certified Agreement 2002 (“the 2002 MECA”)

In respect to Medical Specialists (as defined) this Agreement shall be read and interpreted in conjunction with the Hospital Specialists and Medical Administrators Award 2002.

In the event of any inconsistency between the above Award and this Agreement, this Agreement shall (in respect of Medical Specialists) prevail to the extent of the inconsistency.

6. VARIATION OF AGREEMENT

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

7. RENEWAL OF AGREEMENT

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

8. SAVINGS

The rights created under this Agreement are not intended to affect any entitlements or rights that either a Doctor or the Service may have had previously that are of a better standard than that provided under this agreement.

9. AIMS OF THE AGREEMENT

9.1 The parties recognise that this Agreement is an opportunity to position the Australian Red Cross Blood Service - Victoria to compete effectively in the health care field which is going through an unprecedented period of change, including:

- (a) changes to health care financing, including the application of output based funding arrangements;
- (b) the separation of funder/provider responsibilities;
- (c) an increasing emphasis on the effective and efficient provision of services including the benchmarking of costs and quality;
- (d) an emphasis on increased throughput at marginal costs.

9.2 The overall goal of this Agreement is to maximise the availability, potential and efficiency of the Australian Red Cross Blood Service - Victoria's Medical Officers and Medical Specialists and to ensure the Australian Red Cross Blood Service - Victoria is well placed to meet the challenge of providing high quality, cost-effective patient/client care.

9.3 The Parties acknowledge that Australian Red Cross Blood Service - Victoria 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 Australian Red Cross Blood Service - Victoria and its employees so as to ensure that employees are committed to their jobs and the success of the Service. As such, the Parties are committed to:

- (a) continuing cultural change such that employees and management recognise their joint role in achieving the overall vision and objectives of the Australian Red Cross Blood Service - Victoria.
- (b) the further development of employee commitment to quality service, continuous improvement and operational efficiency;
- (c) a continuing emphasis on the development of direct, trusting, and open relationships with employees which generate sound internal loyalty;
- (d) increasing involvement of employees in the decision making processes through ongoing consultative mechanisms;
- (e) a preparedness by all staff to embrace change as a natural and necessary part of the Australian Red Cross Blood Service Victoria's growth and survival;
- (f) the establishment of clearly defined performance indicators as a way of defining appropriate quality/efficiency targets;
- (g) a continuing commitment to the restructuring of the Australian Red Cross Blood Service - Victoria coupled with active support for the changes implicit in such restructuring;
- (h) the development of a remuneration system which meets the needs of the Australian Red Cross Blood Service - Victoria and its employees.

10. CONTINUOUS IMPROVEMENT ACTIVITIES

10.1 The Parties recognise that the Australian Red Cross Blood Service - Victoria success depends upon making continuous improvements to the way in which it delivers, satisfies and exceeds customer expectations

10.2 The Parties agree that there will full support for, and commitment to, the process of continuous improvement. The parties agree that the scope of improvement projects will be broad based and may include the following:

- (a) better organisation efficiency and effectiveness;
- (b) improved work procedures/processes;
- (c) better utilisation of equipment and resources;
- (d) greater flexibility in the arrangement of rosters and working hours,
- (e) reductions in non-productive time;
- (f) introduction of new technology; and organisational restructuring;

such as to help achieve the critical goals of each Department/Clinical Program and the Australian Red Cross Blood Service - Victoria as a whole.

10.3 The Parties acknowledge that productivity measures will not be implemented at the expense of health and safety standards.

11 SALARIES

11.1 Schedule 1 and Schedule 2 form part of this Agreement. Salaries will be varied in accord with Schedule 1 (Medical Practitioners) and Schedule 2 (Medical Specialists) of this Agreement as at 1st May 2004.

11.2 Salary increases under this agreement apply to the current salary of each member of medical staff. Where the Doctor's remuneration has been negotiated as an "annualised" salary, the increase will apply to this "annualised" rate. Annualised Salaries include salaries which are "rolled-up" and may include payments in lieu of overtime allowances, loadings for private practice arrangements etc.

12 CLASSIFICATION DEFINITIONS –MEDICAL PRACTITIONERS

12.1 “Medical Practitioner” means a Doctor with 3 or more completed years of experience and who is not performing the duties of a Registrar or performing medical work covered by another Award or Certified Agreement.

This classification does not apply to a Specialist medical practitioner or to a practitioner in a recognised training program requiring clinical supervision by a consultant/specialist or senior medical practitioner. The classification includes general practitioners. Medical Practitioners shall have access to progress through Levels 1-5 set out in Schedule 1.

12.2 “Medical Practitioner Advanced” means a medical practitioner who does not have a recognised specialist qualification appropriate to the Service but practices without clinical supervision, and who may clinically supervise other medical practitioners.

In order to be appointed as a Medical Practitioner-Advanced, the Service would normally require at least 8 years experience or equivalent experience at the Medical Practitioner Level and that in addition to the usual duties of a medical practitioner on pay point Levels 1-5 the practitioner would be required to exercise professional leadership, and or management accountability, and/or have some supervisory responsibility for the work of others. A medical practitioner at this level may also include a practitioner who has been recognised by the Service to contribute added value in terms of knowledge and expertise beyond that of a practitioner at level 5. A Medical Practitioner-Advanced shall have access to progress through Levels 6-7.

13 CLASSIFICATION DEFINITIONS - MEDICAL SPECIALISTS

13.1 “Specialist” means a Doctor who possesses a higher qualification appropriate to the specialty in which they are employed (a Fellow of the Royal College of Pathologists of Australia or Royal College of Australian Physicians).

13.2 “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 Service 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.

13.3 “Principal Specialist” means a Doctor appointed as such by the Service. 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 Service 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. A Doctor appointed as a deputy to a head of department or unit, or as a “Senior Clinician” and/or as an Associate Professor will be paid no less than a Principal Specialist Level 1.

Where the 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.

13.4 “Executive Specialist” means a Doctor appointed as such by the Service.

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 an Executive on the Executive Management Team of the Service
- 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.

14 TYPES OF EMPLOYMENT

Medical Officers may be employed on a full time, part-time basis, or temporary basis.

14.1 A **temporary employee** will be a practitioner engaged to cover a period of leave by a full time or part-time employee, or to fill a temporarily vacant position, or for a defined period not in excess of 13 weeks and will be paid for each hour worked or part hour worked.

14.2 Temporary employment may be terminated anytime by either party without prior notice

14.3 Temporary employees will be paid an hourly rate based on years of experience plus a loading of 25% (such loading will be in lieu of entitlements to Annual Leave, Personal Leave, Long Service Leave and Parental Leave).

14.4 Where a practitioner uses the term “sessional” in respect of their employment with the Service it shall mean that they are engaged for a discrete period or periods of between 3.0 and 4.25 hours being not more than 30 hours in any one week , unless such further period is a dedicated professional development activity.

14.5 A “session” may be worked on any day of the week Sunday to Saturday excepting that for work on a Saturday or Sunday the hourly rate shall be increased by 50% and no leave entitlements shall accrue.

15. HOURS OF DUTY

15.1 Ordinary hours of duty

15.1.1 A Doctor's ordinary hours of duty will consist of 38 hours spread over five days per week; or

15.2 For full-time Doctors the ordinary hours of work and any required overtime not including On Call or Recall shall be worked in continuous rostered periods. The continuity of a rostered period is not broken where a required meal break is taken. A meal break shall be at least 30 minutes and is counted as time worked unless the Doctor is unavailable to answer calls during that break.

16. SICK LEAVE

16.1 A practitioner becoming unfit for duty due to personal ill health or injury is entitled to sick leave on full pay for a period not exceeding in the aggregate 28 working days for each year of service, such leave as is not taken being cumulative from year to year.

16.2 When a practitioner takes sick leave during a period of rostered duty, such period(s) of sick leave shall be paid on the basis of projected roster at single time rates for a maximum of 14 consecutive days and thereafter at the rate of 7.6 hours (for M.O.'s) and 8.6 hours (for Registrars) at single time rates for each rostered shift whilst sick.

17. LONG SERVICE LEAVE

17.1 Entitlement

17.1.1 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.

17.1.2 The amount of such entitlement will be:

17.1.2(a) on the completion by the practitioner of fifteen years' continuous service, six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;

17.1.2(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 17.1.2(a);

- 17.1.2(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 1/30th of the period of service.

17.2 Service entitling to leave

- 17.2.1 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 17.1.
- 17.2.2 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.
- 17.2.3 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.
- 17.2.4 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.
- 17.2.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- 17.2.5(a) the taking of any annual leave or Long Service Leave or other paid leave approved in writing by the employer and not covered by clauses 17.2.5(b) and 17.2.5(d);
 - 17.2.5(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 16 – Sick leave;
 - 17.2.5(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;
 - 17.2.5(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 16 - Sick leave;
 - 17.2.5(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;
 - 17.2.5(f) any interruption arising directly or indirectly from an industrial dispute;
 - 17.2.5(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;

- 17.2.5(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;
 - 17.2.5(i) any absence from work of a female practitioner for a period not exceeding twelve months in respect of any pregnancy;
 - 17.2.5(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 17.2.5(d).
- 17.2.6 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 17.2.5(a) to 17.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 17.2.5(e) to 17.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the employer.
- 17.2.7 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.

17.3 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.

17.4 Payment for period of leave

- 17.4.1 Payment to a practitioner in respect of long service leave will be made in one of the following ways:
- 17.4.1(a) in full in advance when the practitioner commences leave; or
 - 17.4.1(b) at the same time as payment would have been made if the practitioner had remained on duty; or
 - 17.4.1(c) in any other way agreed between the Service and the practitioner.

- 17.4.2 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 17.1.2(b), the practitioner will, subject to the provisions of 17.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.
- 17.4.2(a) Where any long service leave accrues to a practitioner pursuant to 17.1.2(a), the practitioner will be entitled to pay in respect of such leave as at the date of termination of employment.
- 17.4.2(b) Provided in the case of a practitioner who accrues entitlement pursuant 17.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:
- 17.4.2(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 17.1.5(g).
 - 17.4.2(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;
 - 17.4.2(b)(iii) where a practitioner gives notice in writing that the practitioner has been employed by another Institution or Statutory Body, the Service is no longer required to make payment to the practitioner in respect of such leave.
- 17.4.3 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.
- 17.5 Taking of leave
- 17.5.1 When a practitioner becomes entitled to long service leave, such leave will be granted by the Service 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.
- 17.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- 17.5.3 If the Service and a practitioner so agree:
- 17.5.3(a) the first six months long service leave to which a practitioner becomes entitled may be taken in two or three separate periods; and

- 17.5.3(b) any subsequent period of long service leave to which the practitioner becomes entitled may be taken in two separate periods;
- 17.5.4 The Service 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.
- 17.5.4(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.

17.6 Definitions

For the purposes of this clause the following definitions apply:

- 17.6.1 Pay means remuneration for a practitioner's normal weekly hours of work calculated at the practitioner's ordinary time rate of pay provided in Schedule 1 Wages, at the time leave is taken or (if the practitioner dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to the practitioner's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a practitioner during his period of leave and where a deduction is made for the rental pursuant to the Board and Lodging clause, such amount shall be deducted from the pay for the period of leave.
- 17.6.2 Month means a calendar month. For example:
- 17.6.2(a) a month commencing on 15 April will end at the close of business on 14 May; and
- 17.6.2(b) a month commencing on 31 October will end at the close of business on 30 November.
- 17.6.3 Institution shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988*.
- 17.6.4 Statutory body means the Department of Human Services Victoria.
- 17.6.5 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

18. PARENTAL LEAVE

18.1 Definitions

- 18.1.1 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.
- 18.1.2 Subject to 18.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 18.1.3 In relation to 18.5, spouse includes a de facto spouse but does not include a former spouse.

18.2 Basic entitlement

- 18.2.1 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.
- 18.2.2 Subject to 18.3.6, 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:
- 18.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 18.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

18.3 Maternity leave

- 18.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 18.3.1(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;
 - 18.3.1(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.

- 18.3.2 When the employee gives notice under 18.3.1(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.
- 18.3.3 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.
- 18.3.4 Subject to 18.2.1 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.
- 18.3.5 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.
- 18.3.6 **Special maternity leave**
- 18.3.6(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.
- 18.3.6(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.
- 18.3.6(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.
- 18.3.7 Where leave is granted under 18.3.4, 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.

18.4 **Paternity leave**

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

18.4.1(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

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

18.4.1(c) a statutory declaration stating:

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

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

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

18.4.2 The employee will not be in breach of 18.4.1 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.

18.5 Adoption leave

18.5.1 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.

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

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

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

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

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

18.5.4 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.

- 18.5.5 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.
- 18.5.6 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.

18.6 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.

18.7 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.

18.8 Transfer to a safe job

- 18.8.1 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.
- 18.8.2 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.

18.9 Returning to work after a period of parental leave

- 18.9.1 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.
- 18.9.2 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 18.8, the employee will be entitled to return to the position they held immediately before such transfer.

18.9.3 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.

18.10 Replacement employees

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

18.10.2 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.

19. CONFERENCE LEAVE

A Medical Practitioner/Specialist shall be entitled to paid leave of absence up to a maximum of three weeks in any one year to attend a conference or conferences approved by the Blood Service. Conference leave may be accumulated to a maximum of 4 weeks only. Whilst on leave the Medical Practitioner/Specialist shall be paid the remuneration he or she would have received had he or she attended work at the Service during the period of leave.

20. SABBATICAL LEAVE

A practitioner appointed by the Service to a position of Senior Specialist, Principal Specialist or Senior Specialist and who has been or is engaged in medical undergraduate or postgraduate teaching or research with the Service for a specified period shall after six years of continuous service/engagement shall be entitled to Sabbatical Leave in accordance with conditions specified in the Hospital Specialists and Medical Administrators Award 2002.

21. PUBLIC HOLIDAYS

21.1 Entitlement to public holidays

21.1.1 A practitioner will be entitled to the following holidays without loss of pay:

21.1.1(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

21.1.1(b) 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

21.1.1(c) one other day being specified according to States, Territories or localities or on some other basis.

21.2 Public holidays falling on a weekend

- 21.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 21.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- 21.2.3 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.

21.3 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 20.1 and 20.2 above, those days shall constitute additional holidays for the purpose of this award.

21.4 Substitution of other days

- 21.4.1 An employer, with the agreement of the majority of the practitioners, may substitute another day for any prescribed in this clause.
- 21.4.2 An agreement pursuant to 21.4.1 will be recorded in writing and be available to every affected practitioner.

21.5 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.

21.6 Additional payment

A practitioner who is required to work on a day specified in clauses 21.1 and 21.2, 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.

22. NO FURTHER CLAIMS

- 22.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 22.2 Subject to the Service meeting its obligations to consult arising under the Award or this Agreement, 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.

23. DISPUTE SETTLEMENT

23.1 Framework for Resolution

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

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

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

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

23.2 Process for Resolving Disputes

23.2.1 The Medical Practitioner shall attempt to resolve the dispute directly with their Unit Head. The Practitioner and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

23.2.2 If the matter is still unresolved it shall be referred to the Executive Manager as nominated by the Service (or equivalent), who will meet with the Medical practitioner and, if the Medical practitioner chooses, an Association representative or any other person.

23.2.4 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.

24. SALARY PACKAGING

The remuneration as specified in this agreement can be packaged and taken as a combination of salary and benefits in accordance with the Australian Red Cross Blood Service Policy and the legislative requirements specified in the *Fringe Benefits Tax Assessment Act 1986* (Cth) subject to the Medical Practitioner paying normal administrative costs. If changes to legislation result in the cost of this arrangement to the Blood Service 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.

Signed

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

Executive Director

Witnessed

Date: _____

**For and on behalf of the Australian Salaried Medical Officers' Federation
(Victorian Branch)**

Chief Executive Officer

Witnessed

Date : _____

For and on behalf of the Australian Red Cross Blood Service

National Employee Relations Manager

Witnessed

Date : _____

End of document

SCHEDULE ONE**MEDICAL PRACTITIONERS PAY RATES****Classification** **1st May 2004**

Medical Practitioner	Annual	Hourly Rate	—
Level 1	\$132,076	\$66.84	
Level 2	\$134,633	\$68.13	
Level 3	\$137,186	\$69.40	
Level 4	\$143,991	\$72.87	
Level 5	\$151,184	\$76.51	
Medical Practitioner –Advanced (as defined)			
Level 6	\$158,732	\$80.33	
Level 7	\$166,676	\$84.35	

EXPLANATORY NOTES**Medical Practitioner**

The benchmark or reference rate for a Medical Practitioner Level 1 shall be no less than the minimum rate (including the 20% All purpose Allowance) for MS 11 1st Year Specialist for a full time medical specialist in Victoria, including a payment in lieu of private practice The rates above are inclusive of a 3% differential between the benchmarked rate and the rate to apply as from 1st May 2004. That differential will be maintained throughout the life of the Agreement

The benchmark rate at 1 May 2004 was:

\$2,465.90 Weekly \$64.89 Hourly \$128,222 Annually

The incremental steps between levels are 2% between Levels 1 to3 and 5% between Level 4 to Level 7

Rates are inclusive ie an all purpose and private practice allowances are included.

SCHEDULE TWO MEDICAL SPECIALISTS VICTORIA

PAY RATES –ARCBS –VICTORIA

Classification	as from 1 st May Annual	2004 Hourly Rate
1 st Year	\$132,076	\$66.84
2 nd Year	\$134,633	\$68.13
3 rd Year	\$137,186	\$69.40

Senior Specialists

4 th Year	\$146,375	\$74.07
5 th Year	\$152,058	\$76.95
6 th Year	\$158,002	\$80.00
7 th Year	\$164,159	\$83.07
8 th Year	\$170,055	\$86.31
9 th Year	\$173,909	\$88.01

Principal Specialist

Level 1	Bottom of Range		Level 2	Bottom of Range
	\$177,247	\$89.70	\$184,420	\$93.20
Level 1	Top of Range		Level 2	Top of Range
	\$188,630	\$95.50	\$188,630	\$95.50

Executive Specialist

	Bottom of Range		Top of Range
	\$188,630	\$95.50	\$216,928
			\$109.80

EXPLANATORY NOTES

All other conditions in respect of **full-time specialists** in Victoria are referenced to the Hospital Specialists and Medical Administrators Award 2002. The benchmark or reference rate for a Medical Specialist shall be no less than the minimum rate (including the 20% All purpose Allowance and private practice supplement) expressed in the 2002 Medical Remuneration Review Heads of Agreement as applying at 4th June 2004 plus 3%.

No further payments are applicable under the agreement for indemnity payments, subscriptions, conference or travel and like matters (save for travel required and approved by the ARCBS in the conduct of its operations)

