

AG835653 PR949580

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ Agreement with organisations of employees (Division 2)

Australian Salaried Medical Officers Federation

and

Victorian Institute of Forensic Medicine

(AG2004/4839)

**VICTORIAN INSTITUTE OF FORENSIC MEDICINE (FULL-TIME SPECIALIST
FORENSIC PATHOLOGISTS) AGREEMENT 2004**

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE,

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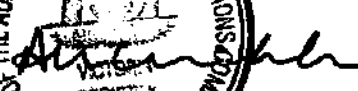


2004

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 16 July 2004 and shall remain in force until 31 December 2005.

THE COMMISSION:

COMMISSIONER

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VICTORIAN INSTITUTE OF FORENSIC MEDICINE

Full-time Specialist Forensic Pathologists

AGREEMENT

1. **TITLE**

This Agreement shall be described as the Victorian Institute of Forensic Medicine (Full-time Specialist Forensic Pathologists) Agreement 2004 (the "Agreement").

2. **ARRANGEMENT**

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3. INCIDENCE AND PARTIES BOUND

This Agreement applies to the provision of Forensic Pathology services to the Victorian Institute of Forensic Medicine. The Parties to the agreement are:

- (i) the Victorian Institute of Forensic Medicine;
- (ii) Medical Officers employed by the Institute as Specialist Pathologists;
and
- (iii) the Australian Salaried Medical Officers Federation.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of certification to 31 December 2005. Negotiations to replace this Agreement will commence at least 6 months prior to its expiry date.

5. RELATIONSHIP WITH AWARDS / AGREEMENTS

The terms and conditions of 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 award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6. DEFINITIONS

"**Association**" means the Australian Medical Association (Victoria).

"**Council**" means the governing body of the Victorian Institute of Forensic Medicine.

"**Director**" means the Director, Victorian Institute of Forensic Medicine.

"**Federation**" means the Australian Salaried Medical Officers Federation.

"**Institute**" means The Victorian Institute of Forensic Medicine.

"**Officers**" means a Specialist, Senior Specialist, Principal Specialist.

"**Parties**" means the Victorian Institute of Forensic Medicine, the Officers and the Association.

"**Salary**" means the usual remuneration payment an Officer receives in the normal course of his/her duty.

"**Specialist**" means a medical practitioner who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy the Institute that the appointment is warranted.

"Senior Specialist" means a medical practitioner who in addition to the qualifications for a Specialist role has not less than three years practical experience in that specialty after obtaining the appropriate higher qualification, or sufficient experience in the specialties to satisfy the Institute that the appointment is warranted.

Where the medical practitioner has a first specialist qualification and is undergoing further specialist training, the time spent acquiring their first specialist qualification shall be counted as experience within this and any higher classification.

"Principal Specialist" means a medical practitioner appointed as such by the Institute. 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 Institute that the appointment is warranted.

A medical practitioner appointed as head of department or unit will be paid no less than a Principal Specialist Level 2. A medical practitioner appointed as deputy to a head of department or unit, and/or as an associate professor will be paid no less than a Principal Specialist Level 1.

Where the medical practitioner has a first specialist qualification and is undergoing further specialist training, the time spent 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
- Required to serve on the Executive Management Team of the Hospital
- Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

Executive Specialist roles will only be utilised in major teaching Hospitals and then only where the organizational structure contains such a role and a suitable candidate is available to fill it.

7. **AIMS AND OBJECTIVES**

7.1 The parties recognise that this Agreement is an opportunity to position the Institute to operate effectively and efficiently in a period of change.

7.2 The overall goal of this Agreement is to maximise the availability, potential and efficiency of the Institute so that it is well placed to provide a high quality, cost-effective pathology service.

7.3 The parties acknowledge that Officers are well placed to provide significant support for the attainment of these goals. The Institute and the Association acknowledges that an essential factor in achieving these goals is the development and maintenance of harmonious and productive relationships between Officers and management of the Institute as to ensure that Officers are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations requires:

- (a) a degree of cultural change so that Officers can assume their role in achieving the overall vision and objectives of the Institute;
- (b) a focus on commitment to quality outputs and achievements, pathology services, continuous improvement and operational efficiency;
- (c) an employee relations focus that develops a direct, trusting, and open relationship with Officers which generates sound internal loyalty;
- (d) a preparedness by Officers to embrace change as a natural and necessary part of the Institutes growth and survival;
- (e) the establishment of clearly defined performance indicators as a way of defining achievable targets to be met;
- (f) a commitment by all parties to maintaining a pattern of safe working hours and to use the AMA National Code of Practice - Hours of Work, Shift Work and Rostering for Hospital Doctors as the appropriate reference point for such matters.

8. **CONFLICT OF INTEREST**

The Officer undertakes to provide to the Director a declaration of pecuniary interests which could lead to a conflict of interest with duties of the position at the time of taking up the duties of the position and on each anniversary of that date; and undertake that he or she will not engage in activities which may or will lead to a conflict of interest with the duties of this position, and that should a conflict arise he or she will immediately declare such to the Director and stand aside from the matters concerned.

9. **HOURS OF WORK**

- 9.1. An Officer's normal hours of work shall be an average of 38 per week which shall be worked between 7.00 am and 6.00 pm Monday to Friday ("Ordinary Hours").
- 9.2. Ordinary Hours will be worked over 4 or more days, as agreed. If the Ordinary Hours are to be worked over less than 5 full days, the half or full day off (as the case may be) shall be explicitly agreed and fixed in advance. The arrangement of such time off shall take appropriate account of the institutes need for continuous cover in the relevant specialty during normal operating hours.

9.3. Ordinary hours will be averaged over a 4 week period.

10. **PRIVATE PRACTICE**

An Officer shall not, without written consent of the Director, accept or continue to hold or discharge the duties of or be employed in any paid office or engage in or continue to practice of any profession or calling or otherwise accept or engage in any employment other than in connection with the duties of the position.

The written consent of the Director shall not unreasonably be withheld.

11. **REMUNERATION**

11.1 The Institute will pay an officer in accordance with the following annual salary rates:

	1 Jan 2003	1 Jan 2004	1 Jan 2005
Specialist			
1st year as Specialist	\$130,120	\$134,027	\$138,051
2nd year as Specialist	\$132,651	\$136,623	\$140,726
3rd year as Specialist	\$135,162	\$139,539	\$143,393
Senior Specialist			
4th year as Specialist	\$144,215	\$148,546	\$153,000
5th year as Specialist	\$149,818	\$154,311	\$158,936
6th year as Specialist	\$155,668	\$160,338	\$165,152
7th year as Specialist	\$161,734	\$166,587	\$171,589
8th year as Specialist	\$168,041	\$173,083	\$178,268
9th year as Specialist and thereafter	\$171,341	\$176,487	\$181,777
Principal Specialist			
Level 1 - bottom of range	\$174,642	\$179,873	\$185,266
Level 1 - top of range	\$185,847	\$191,743	\$197,163
Level 2 - bottom of range	\$181,477	\$186,930	\$192,532
Level 2 - top of range	\$185,847	\$191,743	\$197,163
Executive Specialist			
Bottom of range	\$185,847	\$191,743	\$197,163
Top of range	\$213,723	\$220,135	\$226,742

11.2 These rates include allowances for Continuous Duty, Oncall/Recall and payment in lieu of private practice.

12. **CONTINUOUS DUTY**

Officers may from time to time, be required to work more than their Normal Hours due to the need to remain on duty when Institute needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their rostered hours.

13. ONCALL/RECALL

13.1 All Officers must be available to be contacted and/or recalled to duty outside their rostered hours, or outside ordinary hours as defined by clause 6.1 for a period not in excess of 10 weeks each calendar year. Such Officers will receive a week's paid annual leave in addition to the entitlement under clause 23. Remuneration for a period in excess of 10 weeks shall be by way of mutual agreement.

13.2 An Officer who is recalled for duty away from the place at which they are available for contact shall, in respect of each recall, be paid an amount for the actual time worked at the place to which they are recalled at the rate set out below with a minimum of 1 hour to be paid (inclusive of travelling time).

<i>From 1 January 2004</i>	<i>From 1 January 2005</i>
\$135 per hour	\$140 per hour

13.3 An Officer shall be paid at the rate per hour set out in 13.2 where a call is outside ordinary hours but continuous with current work.

13.4 An Officer required to be on call shall provide appropriate means of transport.

14. HIGHER DUTIES

Any Officer engaged for five working days or more on the full duties of a higher classification than that to which the Officer is appointed shall be paid at the Ordinary Weekly Rate for that higher classification for the time higher duties are performed.

15. TRAVELLING ALLOWANCE

An Officer who is required to use personal transport in the course of duty, whether during normal hours, during on-call duty or on recall and is not reimbursed in any other way, shall receive an allowance corresponding to the mileage rates determined by the Department of Justice. The onus of supporting a claim for the allowance shall be with the Officer. This shall not apply to travel between home and the Institute or Recall.

16. TELEPHONE ALLOWANCE

Where the Institute requires an Officer to be on call it will pay to maintain a home telephone and shall refund the subsequent rental charges on production of receipted accounts, except where the Institute provides a mobile telephone.

17. SALARY PACKAGING

17.1 The Institute and an Officer may agree that up to 50% of an Officer's annual salary may be packaged, if legally practicable subject to acceptance of, and compliance with the current Department of Justice policy. The charge of an administrative fee to cover the costs of the scheme shall be limited to 5% of the amount being packaged.

17.2 It is the intention of the Institute, as far as possible, to maintain a worthwhile salary packaging program for staff. If legislative or other changes have the effect of increasing the cost of salary packaging to the Institute, then:

- (a) these costs shall be paid by the Officer; or
- (b) the Officer may choose to cease or amend the salary packaging arrangement:
such that there is no net cost increase to the Institute.

18. **PERFORMANCE REVIEW**

An Officer shall participate fully in the annual performance review processes as determined from time to time by the Institute.

Performance reviews will be based on agreed criteria as detailed in Individual Performance Plans.

19. **SUPERANNUATION**

An Officer will be offered by the Institute membership of a complying superannuation fund approved by the Australian Prudential Regulation Authority. The Institute will contribute to this fund or other approved fund an amount in accordance with the Commonwealth Superannuation Guarantee Charge Act 1992.

20. **CAR PARKING**

Car Parking facilities are available on-site for all Officers.

21. **UNIFORMS AND PROTECTIVE CLOTHING**

Each Officer shall be supplied with sufficient suitable and serviceable uniforms which shall be laundered at the expense of the Institute. Such uniforms remain the property of the Institute and must be returned at the completion of the Officer's period of service at the Institute.

22. **PUBLIC HOLIDAYS**

22.1 An Officer shall be entitled to be absent without deduction of pay on the following days:

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens' Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day.

22.2 (a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

- (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- 22.3 An Officer who is required to work on a day-specified in sub-clause 22.1 will, in addition to being paid for the time so worked at ordinary time rates, be entitled to have one day added to paid annual leave, or by agreement one day of paid leave may be taken at any other time.

23. ANNUAL LEAVE

- 23.1 An Officer shall be entitled to 4 weeks annual leave on completion of each year of service at the Institute.
- 23.2 An additional day shall be added to the annual leave entitlement for any and every public holiday specified in the Public Holiday clause which falls within a period of annual leave.
- 23.3 Annual leave shall be granted and taken within six months of its becoming due, at a time suitable to the Officer and the Institute.
- 23.4 An Officer whose employment is terminated with less than 12 months' service in any qualifying 12 monthly period shall be granted pro rata annual leave or payment in lieu.
- 23.5 A loading of 17.5 per cent of the weekly wage based on four weeks paid annual leave only shall be paid at the time the leave is taken, provided that the maximum allowance payable shall be that applies within the Department of Justice at the time.
- 23.6 Where an Officer becomes sick for a period of not less than five days whilst on annual leave and upon return from leave provides the institute with a certificate of another registered medical employee, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the Officer's credit, and shall be re-credited to the annual leave entitlement.
- 23.7 The amount of annual leave loading received for any period of annual leave converted into sick leave in accordance with sub-clause (f) shall be deducted from any future entitlement to annual leave loading or if the officer resigns, from termination pay.

24. SICK LEAVE

- 24.1 An Officer who is 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.
- 24.2 Unused sick leave is cumulative.

25. COMPASSIONATE LEAVE

25.1 An Officer is entitled to a maximum of 3 days paid leave each calendar year on account of the death or serious illness of the Officer's immediate family or household. The Officer's immediate family includes:

wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild or next of kin.

25.2 For the purposes of this clause, the words "wife" or "husband" shall include any person who lives with the Officer as a de facto partner and shall apply equally to their respective kin as set out in clause 25.1.

25.3 Proof of such death or illness shall be furnished by the Officer to the satisfaction of the Institute.

25.4 This clause shall have no operation if the period of entitlement coincides with any other period of leave.

26. CONFERENCE LEAVE

26.1 An Officer shall be entitled to 2 weeks paid leave of absence on the completion of each year of service to attend a conference or conferences approved by the Institute.

26.2 Whilst on approved conference leave, an Officer shall be paid at their normal remuneration rate.

26.3 An Officer's application for conference leave shall be in writing at least four weeks prior to the leave where possible and shall contain adequate details of the conference or conferences they propose to attend.

26.4 All reasonable expenses incurred for attendance at approved conferences shall be met by the Institute.

27. SABBATICAL LEAVE

27.1 An Officer shall, after completion of a period of six years' continuous service with the Institute, be entitled to a maximum of twenty-six weeks' sabbatical leave. While on approved sabbatical leave, an Officer shall be paid at the normal remuneration rate.

(a) The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave entitlement shall at all times rest with the Officer.

(b) Sabbatical leave may be taken in two periods of 13 weeks.

27.2 The sabbatical leave shall be granted as soon as practicable after the entitlement is accrued, having regard to the needs of the Institute. The taking of a leave may be postponed to a date that is mutually agreed.

27.3 The Officer's application for sabbatical leave shall be in writing and shall contain adequate details of the proposed programme of study or research. Applications for sabbatical leave shall comply with current Institute procedures.

27.4 Accrual of entitlement for second or subsequent periods of sabbatical leave shall commence when the previous period of leave is due even if it is not taken.

28. PARENTAL LEAVE

28.1 Definitions

28.1.1 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.

28.1.2 Subject to 28.1.3, in this clause, spouse includes a de facto or former spouse.

28.1.3 In relation to 28.5, spouse includes a de facto spouse but does not include a former spouse.

28.2 Basic entitlement

28.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid 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 except that six (6) weeks of maternity leave will be on full pay and one (1) paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.

28.2.2 Subject to 28.3.6, 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:

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

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

28.3 Maternity leave

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

28.3.1 (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;

- 28.3.1(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.
- 28.3.2 When the employee gives notice under 28.3.1(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.
- 28.3.3 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.
- 28.3.4 Subject to 28.2.1 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.
- 28.3.5 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.
- 28.3.6 Special maternity leave
- 28.3.6(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 officer certifies as necessary.
- 28.3.6(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.
- 28.3.6(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 officer 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.
- 28.3.7 Where leave is granted under 28.3.4, 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 commencement date desired by the employee.
- 28.4 Paternity leave
- 28.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 28.4.1 (a) a certificate from a registered medical officer 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
- 28.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 28.4.1 (c) a statutory declaration stating:
 - 28.4.1 (c)(i) he will take that period of paternity leave to become the primary care-giver of a child;
 - 28.4.1 (c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - 28.4.1 (c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.4.2 The employee will not be in breach of 28.4.1 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.

28.5 Adoption leave

- 28.5.1 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.
- 28.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - 28.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;
 - 28.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 28.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 28.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 28.5.4 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.
- 28.5.5 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.

28.5.6 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.

28.6 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.

28.7 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.

28.8 Transfer to a safe job

28.8.1 Where an employee is pregnant and, in the opinion of a registered medical officer, 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.

28.8.2 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 officer.

28.9 Returning to work after a period of parental leave

28.9.1 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.

28.9.2 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 28.8, the employee will be entitled to return to the position they held immediately before such transfer.

28.9.3 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.

28.10 Replacement employees

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

28.10.2 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.

29. LONG SERVICE LEAVE

29.1 Entitlement

29.1.1 An Officer shall be entitled to long service leave with pay, in respect of continuous service with the Institute or Institutions or Statutory Bodies in accordance with the provisions of this clause.

29.1.2 The amount of such entitlement will be:

- (a) on the completion by the Officer 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;
- (b) in addition, in the case of an Officer who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Officer, 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 29.1.2(a);
- (c) in the case of an Officer 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.

29.2 Service entitling to leave

- 29.2.1 The service of an Officer shall include service for which long service leave or payment in lieu has not been received in one or more Public Sector Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by 29.1.
- 29.2.2 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.
- 29.2.3 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.
- 29.2.4 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.
- 29.2.5 For the purposes of this clause service shall be deemed to be continuous notwithstanding:
- (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 29.2.5(b) and 29.2.5(d);
 - (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 24 - Sick Leave;
 - (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;
 - (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 25 - compassionate leave;
 - (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;
 - (f) any interruption arising directly or indirectly from an industrial dispute;
 - (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 Officer's allowable period of absence from employment. An Officer'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 Officer actually receives on termination or for which the practitioner is paid in lieu;

- (h) the dismissal of an Officer if the Officer is re-employed within a period not exceeding two months from the date of such dismissal;
- (i) any absence from work of a female Officer for a period not exceeding twelve months in respect of any pregnancy;
- (j) any other absence of an Officer by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by 29.2.5(d).

29.2.6 In calculating the period of continuous service of any practitioner, any interruption or absence of a kind mentioned in clauses 29.2.5(a) to 29.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 29.2.5(e) to 29.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by the Institute.

29.2.7 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 Officer concerned.

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

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

29.4 Payment for period of leave

29.4.1 Payment to an Officer in respect of long service leave will be made in one of the following ways:

- (a) in full in advance when the Officer commences leave; or
- (b) at the same time as payment would have been made if the Officer had remained on duty; or
- (c) in any other way agreed between the hospital and the Officer.

29.4.2 Where the employment of the Officer is for any reason terminated before taking long service leave to which the Officer is entitled or where any long service leave accrues to a Officer pursuant to 29.1.2(b), the Officer will, subject to the provisions of 29.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.

- (a) Where any long service leave accrues to an Officer pursuant to 29.1.2(a), the Officer will be entitled to pay in respect of such leave as at the date of termination of employment.

- (b) Provided in the case of an Officer who accrues entitlement pursuant 29.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an Officer may in writing request payment in respect of such leave to be deferred until after the expiry of the Officer's allowable period of absence from employment provided in 29.1.5(g).
 - (ii) except where the Officer gives notice in writing that the Officer has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the Officer's allowable period of absence from employment;
 - (iii) where an Officer gives notice in writing that the Officer has been employed by another Institution or Statutory Body, the Institute is no longer required to make payment to the Officer in respect of such leave.

29.4.3 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Officer, the Officer will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

29.5 Taking of leave

29.5.1 When an Officer becomes entitled to long service leave, such leave will be granted by the Institute 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.

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

29.5.3 If the Institute and an Officer so agree:

- (a) the first six months long service leave to which an Officer becomes entitled may be taken in two or three separate periods; and
- (b) any subsequent period of long service leave to which the Officer becomes entitled may be taken in two separate periods;

29.5.4 The Institute may by agreement with an Officer grant long service leave to the Officer before entitlement to that leave has accrued; provided that such leave will not be granted before the Officer has completed ten years' service.

- (a) Where the employment of an Officer 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 Institute may, from whatever remuneration is payable to the Officer upon termination, deduct and withhold an amount in respect of the leave in advance.

30. ACCIDENT MAKE-UP PAY

Where an Officer is in receipt of workers compensation payments pursuant to the Accident Compensation (Workcover Act) Act 1992, as amended, then that compensation payment will be increased by the Institute to the amount of the Officer's normal remuneration during the period of absence. This payment made by the Institute will be limited to a maximum of 52 weeks.

31. GRIEVANCE/DISPUTE SETTLING PROCEDURE

The parties agree to the following procedures to prevent or settle grievances and disputes:

- (a) the matter must first be discussed by the aggrieved officer with his or her immediate supervisor,
- (b) if not settled, the Officer may request a representative to be present and the matter must be discussed with the immediate supervisor and the Director or another representative of the Institute appointed for the purpose of this procedure;
- (c) if the matter remains unresolved, it must be referred to the VIFM Grievance Review Committee for resolution. This Committee shall be conducted without legal representation and with a minimum of legal form. The parties to this agreement undertake to conciliate in good faith as part of the grievance review process;
- (d) as an alternative to the procedure outlined in sub-clause (c) the parties may, by agreement refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration provided that any decision arising from such conciliation or arbitration by the Commission must be accepted by the parties subject to any appeal available;
- (e) the parties agree to co-operate to ensure that the above procedures are carried out expeditiously;
- (f) regardless of which dispute resolution process is adopted, work must continue until the matter is determined;
- (g) no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

32. TERMINATION

A period of 3 months notice of termination, or payment in lieu, shall be given by either the Institute or the Officer in the event of the termination of employment. The period of notice may be reduced by mutual agreement between the Parties or waived in the event of conduct of an Officer which justifies summary dismissal.

For the purposes of any investigation the Officer will be given an opportunity to respond to any allegations raised against them.

The Officer may be represented by the Association during such investigation.

33. REDEPLOYMENT/REDUNDANCIES

The Institute has no desire to lose the services of loyal members of the medical staff. As a priority, it has been, and will be, the Institute's preferred option to seek redeployment opportunities within the Institute for displaced Officers should the Officer's position become surplus to requirements.

However, in the event of changes to the operation of a unit, department or section which necessitates Officer separations, the current Department of Justice policy on redeployment/redundancy will apply.

34. PUBLIC COMMENT

An Officer shall not publicly comment on the administration or any administrative action of the Victorian Institute of Forensic Medicine or any forensic, medical or related issue without the consent of the Director.

An Officer shall not use for any purposes, other than for the discharge of his duties, any information gained by or conveyed to him in the course of his employment except with the consent of the Director.

35. CODE OF CONDUCT

The Code of Conduct for the Victorian Public Sector applies under this Agreement.

36. SAVINGS CLAUSE

Nothing in this agreement shall be deemed or be construed to reduce the salary or allowances or accrued entitlements which an Officer was receiving, or entitled to, prior to the operative date of this agreement.

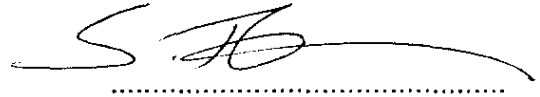
37. NO EXTRA CLAIMS

The parties bound by this agreement acknowledge that this agreement settles all claims in relation to the terms and conditions of employment of the officers to whom it applies and agree that they will not pursue any extra claims during the term of this agreement.

Subject to the Institute meeting its obligations to consult arising under the Award or this agreement it is not the intent of this clause to inhibit, limit or restrict the Institute's right or ability to introduce change at the workplace.

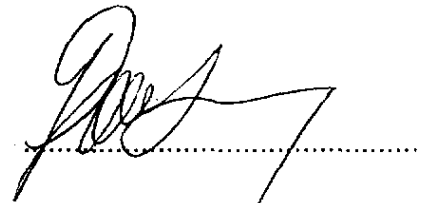
EXECUTED as an agreement this ³⁰ day of JUNE 2004

Signed for and on behalf of the
**VICTORIAN INSTITUTE OF FORENSIC
MEDICINE**



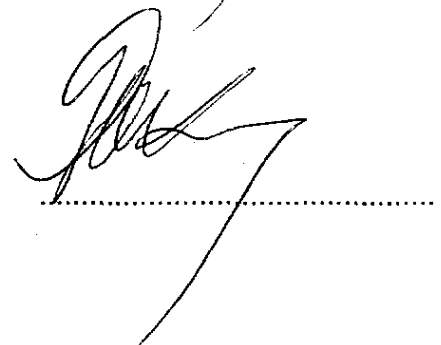
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Signed for and on behalf of the
**THE AUSTRALIAN SALARIED
MEDICAL OFFICERS FEDERATION**



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Signed for and on behalf of the
**AUSTRALIAN MEDICAL ASSOCIATION
(VICTORIA)**



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