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**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
s.170LK - Agreement with employees (Division 2)

**Western Health**  
**(AG2005/6679)**

**WESTERN HEALTH (SPECIALIST EMERGENCY PHYSICIANS) CERTIFIED  
AGREEMENT 2005**

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 8 NOVEMBER 2005

**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 8 November 2005 and shall remain in force until 30 June 2006.

BY THE COMMISSION:

COMMISSIONER

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WESTERN HEALTH

and

SPECIALIST EMERGENCY PHYSICIAN  
EMPLOYEES

WESTERN HEALTH (SPECIALIST EMERGENCY  
PHYSICIANS)  
CERTIFIED AGREEMENT 2005

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Australian Workplace Relations Act 1996  
s.170LK certification of an agreement between

WESTERN HEALTH

and

SPECIALIST EMERGENCY PHYSICIAN EMPLOYEES

WESTERN HEALTH (SPECIALIST EMERGENCY PHYSICIANS)  
CERTIFIED AGREEMENT 2005

**1. TITLE**

This Agreement shall be known as the Western Health (Specialist Emergency Physicians) Certified Agreement 2005.

**2. DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from the date of certification and shall remain in force until 30 June 2006.

**3. PARTIES TO THIS AGREEMENT**

The Parties to this Agreement shall be Western Health and its Specialist Emergency Physician employees.

**4. APPLICATION**

4.1 This Agreement applies to the parties with respect to the employment of Practitioners by Western Health at any Western Health campus on a full or part-time basis.

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

**5. RELATIONSHIP TO THE AWARD**

This Agreement shall be read in conjunction with the Hospital Specialists and Medical Administrators Award 2000, provided that to the extent of any inconsistency this Agreement shall prevail.

**6. ARRANGEMENT**

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## **7. AIMS AND OBJECTIVES**

7.1 The Parties recognise that this Agreement is an opportunity to position the Health Service to compete effectively in the healthcare field which is going through an unprecedented period of change, including:

7.1.1 Changes to healthcare financing;

7.1.2 The separation of funder/provider responsibilities.

7.2 The overall goal of this Agreement is to maximise the availability, potential and efficiency of the Western Health's human resources to ensure that Western Health is well placed to meet this challenge by providing high quality, cost-effective patient care. The Parties are committed to ensuring that the Western Health provides health services of compassion and excellence to all people who seek its care through a dedicated workforce skilled in patient care, teaching, research, community health education and resource management.

7.3 The Parties acknowledge that Practitioners are well placed to provide significant impetus for the attainment of these goals and the Parties acknowledge that an essential factor in achieving this goal is the development and maintenance of harmonious and productive relationships between Practitioners and management at Western Health to ensure that Practitioners are committed to their jobs and the success of the enterprise. The Parties agree that the achievement of such working relations requires:

7.3.1 A degree of culture change allowing an appropriate level of ongoing recognition by Practitioners of their role of achieving the overall vision and objectives of Western Health;

7.3.2 The development of a continuing focus on and commitment to quality outputs and achievements, customer service, • continuous improvement and operational efficiency;

7.3.3 A shift to an employee relations focus that aims to develop a direct trusting and open relationship with Practitioners which generates sound internal loyalty;

7.3.4 The involvement of Practitioners in the decision making, process through ongoing consultative mechanisms. Accordingly, Western Health and its Managers will consult with Practitioners on a regular basis about any matters, which will have implications for their employment or affect the way their work is to be performed and provide them with an opportunity to express their views on these matters.

7.3.5 The professional support by Practitioners of change as a natural and necessary part of the Western Health's growth and survival;

7.3.6 The establishment of clearly defined performance indicators as a way of defining achievable targets to be met.

## **8. CONTINUITY OF EMPLOYMENT**

8.1 Nothing in this Agreement affects the continuity of employment of the Practitioner for the purpose of any entitlements.

8.2 If the Practitioner was employed by Western Health or another Health Service (as recognised by the award) prior to certification of this Agreement, then the Practitioner's accrued entitlements of whatever kind, unless paid out by agreement in full on termination of that earlier employment, will be recognised by Western Health and those accrued entitlements will not be diminished in any way.

8.3 No employee who is covered by this agreement shall suffer any loss or diminution of accrued entitlements by reason of this agreement

## **9. MEDICAL APPOINTMENT**

9.1 A Practitioner's employment with Western Health is contingent upon the Practitioner holding a current Medical Appointment to provide services at Western Health

9.2 Upon receipt of advice from the Health Service concerning the requirement for medical reappointment a Practitioner who wishes to seek reappointment shall advise Western Health of such intention no less than six (6) months prior to the expiration of his/her current Medical Appointment.

## **10. DUTIES OF THE PRACTITIONER**

10.1 The Practitioner must:

10.1.1 Subject to sub-clause 32.2 comply with Western Health By-laws, resolutions, policies (by whatever name called), all lawful directions of the Chief Executive

Officer and with the terms of agreements and directions, which are binding on Western Health pursuant to the Act;

10.1.2 Comply with all legal requirements statutory or otherwise pertaining to the position and responsibility of the Practitioner, including but not limited to maintaining current registration as required by the Medical Practice Act 1994 or such other relevant legislative obligation having regard to the speciality of the Practitioner;

10.1.3 Provide evidence to the Health Service on an annual basis, or when requested by Western Health, a copy of Registration with the relevant body.

10.1.4 Maintain membership of a recognised medical defence Organisation and provide evidence of this membership on an annual basis or when requested by Western Health;

10.1.5 Faithfully serve Western Health and at all times use the Practitioner's best endeavours to protect the interests of Western Health.

## 10.2 Commitment

10.2.1 The Practitioner agrees to support the endeavours of Western Health in achieving the Performance Indicators relevant to their employment. The Practitioner agrees that the performance of the duties contemplated in this Agreement may be reviewed pursuant to clause 16 of this Agreement and from time to time the timing of such performance including the setting of all rosters shifts and on-call periods, by the Director of the Department or delegate, in the exercise of the Director's or delegate's sole discretion.

10.2.2 To the extent that the following commitments are relevant to the Practitioner's duties, the Practitioner agrees:

### (i) Patient Care

Whilst on duty Specialist Emergency Practitioners will provide:

(a) Clinical services in the Department, including management of critical cases and the supervision of and advice to Registrars and other junior medical staff

(b) When rostered on-call, return to the campus for inter-hospital transfers of critically ill patients in the department when the required level of services are not currently available and the patient's condition requires specialist escort during transfer;

(c) Advice to and liaison with staff from other units when so requested;

(d) Attend unit and team meetings as appropriate and actively support multi-disciplinary teamwork, quality improvement activities, peer review and the development and implementation of critical care paths;

### (ii) Budget/Efficiencies/Management

The Practitioner will, having regard to best practice patient care:

- (a) Be committed to achieving maximal DRG revenue;
- (b) Assist Western Health to achieve productivity and efficiency measures of comparable hospitals, by ensuring maximal and efficient utilisation of resources;
- (c) Managing efficient bed utilisation by ensuring that emergency admissions are appropriate;
- (d) Be committed to the objectives of waiting list and Emergency Department targets;
- (e) Strive for the achievement of cost centre budget targets where the Practitioner has that recognised responsibility;
- (f) Cooperate with data collection procedures;
- (g) Comply with the rules and regulations of Western Health including notification of absences and appropriate prior notification of impending leave.

(iii) Teaching and Training

The Practitioner agrees to support and participate in undergraduate and postgraduate training pursuant to consultative direction by the Clinical School or Department Director.

## **11. CONTINUOUS IMPROVEMENT**

11.1 The Parties recognise that Western Health's operational effectiveness depends upon making continuous improvements to the way in which it performs in the market place (i.e. the organisation's ability to satisfy and exceed customer expectations in competition with other organisations).

11.2 Therefore, the Parties agree that there will be full support of, full involvement in and full commitment to the ongoing process of continuous improvement.

11.3 The Parties agree that in pursuit of the responsibilities vested in the Department Director to initiate and manage the improvement projects referred to in clause 11.2, the scope of those projects will be broad based and may include the following:

11.3.1 Better organisational competitiveness;

- \* improved work procedures/processes;
- \* implementation of By Pass Strategies
- \* improvements in waiting time targets
- \* improved identification of 4 hour admissions

11.3.2 Better utilisation of equipment and resources;

11.3.3 Greater flexibility in roster arrangements

\* increased hours of consultant cover - Western and Sunshine Emergency Departments - Department to facilitate a full time Emergency Physician present and in attendance between the hours of 08.00 and 23.00hrs.

\* extended "double cover" at Western Hospital Emergency Department

\* Reduction in non-productive time.

11.4 The benefits that are expected to flow from these activities include:

11.4.1 The achievement of the critical business goals of Western Health and of each section of each campus of Western Health;

11.4.2 The establishment of a track record that demonstrates the ability of management, Practitioners and the AMA to successfully undertake this project together.

11.4.3 Productivity measures will not be implemented at the expense of Western Health's Health and Safety standards.

## **12 REMUNERATION OF THE PRACTITIONER**

12.1 Subject to the Practitioner at all times carrying out the Practitioner's duties and responsibilities and satisfying mutually agreed performance indicators and compliance by the Practitioner with the obligations elsewhere prescribed in this Agreement, the Practitioner is entitled from the date of certification of this agreement, to the applicable basic rate of remuneration nominated in Schedule A (being the Practitioner's Total Remuneration Package), and the additional remuneration benefits prescribed in clause 14.

12.2 A minimum of 50% of the Total Remuneration Package must be taken as monetary remuneration with the remainder being allocated in whole or in part by decision of the Practitioner to Employment Benefits. Employment Benefits may be accessed having regard to the salary packaging policy of Western Health.

12.3 Where Western Health increases the Practitioner's remuneration during the year, a Practitioner is entitled to restructure their Employment Benefits.

12.4 If there is any increase in the cost to Western Health of the Employment Benefits being provided within this agreement, arising from any cause whatsoever, Western Health has the right after notifying the Practitioner to alter the level of Employment Benefits by converting benefits to salary to the extent necessary to maintain the same level of cost to Western Health of the Practitioner's existing Total Remuneration Package.

12.5 In addition to the remuneration of each medical practitioner, Western Health shall contribute the amount required by law to a Complying Superannuation Fund for

the benefit of the practitioner. The percentage contribution may increase during the life of the agreement in accordance with the Superannuation Guarantee (Administration) Act. The fund shall be selected by the Practitioner. In the absence of the Practitioner indicating their preference regarding the appropriate superannuation fund, payments shall be made by Western Health into Health Super. Where the Superannuation Cap is expected to be applied this fact must be clearly set out in the Letter of Offer or Contract of Employment, otherwise Superannuation on the ordinary time earnings shall be held to be an implied term of the Contract of Employment, unless agreement is reached otherwise.

### **13. PROGRESSION**

13.1 At the commencement of this agreement the salary level for an individual practitioner will reflect their years of experience from their election to fellowship of the College of Emergency Medicine

13.2 Progression between levels within the new classification structure will, in part, be based on a satisfactory performance appraisal by the Director / Deputy Director of the Department and the Executive Director, Medical Services. Western Health will also have regard to the Practitioner satisfying their individual Performance Indicators set in conjunction with the Director of the Department and the Executive Director, Medical Services

### **14. ADDITIONAL REMUNERATION AND BENEFITS**

14.1 In addition to monetary remuneration and Employment Benefits the Practitioner is entitled to the following benefits and allowances that are excluded from the calculation of the annual cost to Western Health of the Total Remuneration Package:

#### **14.1.1 Recall**

(a) Where a Practitioner is recalled to duty during rostered ordinary hours Monday to Friday (except public holidays), payment equivalent to 125% of the Practitioner's ordinary hourly rate shall be made for each hour worked, or part thereof.

(b) Where a Practitioner is recalled to duty during rostered weekend hours, payment equivalent to 150% of the Practitioner's ordinary hourly rate shall be made for each hour worked, or part thereof.

(c) Where a Practitioner is recalled to duty during rostered public holiday hours, payment equivalent to 175% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof.

(d) Where a practitioner is recalled outside the rostered hours referred to in subclauses (a) to (c) above, and the practitioner is rostered on call during an on-call period, payment equivalent to 175% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof.

(e) Each recall shall be paid a minimum of 2 worked hours as per above rate, plus 1 hour travelling time at ordinary rate.

#### 14.1.2 Meetings

Where a Practitioner attends a meeting on behalf of or at the request of the Health Service outside rostered normal hours or during such hours in respect of which the Practitioner was not rostered for work, payment equivalent to 125% of the Practitioner's ordinary hourly rate will be made for each hour of attendance or part thereof.

#### 14.1.3 Higher Duties

With the prior approval of the Executive Director, Medical Services or their delegate, any Practitioner engaged for five (5) or more consecutive working days and undertaking the full duties of a position attracting a higher classification than that to which the Practitioner is appointed, shall be paid at the ordinary rate, specified in Schedule A, for that higher classification for the time full higher duties are performed.

#### 14.1.4 Public Holiday

The Practitioner shall be remunerated at one hundred and seventy five percent (175%) of the Practitioner's ordinary hourly rate of pay for rostered public holidays hours worked.

#### 14.1.5 Weekend Hours

The Practitioner shall be remunerated at 150% of the Practitioner's ordinary hourly rate for rostered weekend hours worked.

#### 14.1.6 Non Rostered Hours

The Practitioner shall be remunerated at 175% of the Practitioner's ordinary hourly rate for any work performed by the Practitioner and regarded by the Director as emergency work performed during hours which are not rostered hours, overtime hours or during an on-call period in respect of which the Practitioner is rostered. The practitioner is under no obligation to work and may choose to accept or decline the request to work during the above-mentioned hours.

#### 14.1.7 On Call

The Health Service shall require a Practitioner to be rostered on call for up to 100 on call periods per annum without variation to remuneration. A Practitioner rostered for any further period or periods shall be paid \$240 per period.

The Practitioner shall ensure that they have access to an appropriate means of transport.

#### 14.1.7 (a) Provision of Mobile Phones or Reimbursement of Cost

Where the Health Service requires a Practitioner to be in telephone contact for work purposes, Western Health will 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 Practitioner when making or receiving work related telephone calls.

#### 14.1.8 Overtime

(a) Where a Practitioner is required to work overtime in excess of rostered ordinary hours Monday to Friday (except public holidays) payment equivalent to 137.5% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof.

(b) Where a Practitioner is required to work overtime in excess of rostered weekend hour's payment equivalent to 175% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof.

(c) Where a Practitioner is required to work overtime in excess of rostered public holiday hours, payment equivalent to 200% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof.

(d) Where the Practitioner and the Director agree, overtime worked may be taken as time in lieu at the applicable overtime rate.

#### 14.1.9 Safe off period

The Practitioner is not required to be available for duty of any kind unless a minimum period of eight (8) hours has elapsed between the conclusion of any one rostered ordinary shift and the commencement of the next rostered ordinary shift.

The Practitioner is not to be required to be available for duty of any kind unless a minimum period of ten (10) hours has elapsed since the practitioner ceased duty after a period of overtime, ceased duty after being recalled for duty rostered or otherwise, and the commencement of the next period of ordinary duty

#### 14.2 Business Travel

With the exception of usual normal roster arrangements, where the Practitioner is undertaking work pursuant to this Agreement and is required by the Executive Director Medical Services or their delegate to travel to another Campus of Western Health, or other duty requiring the use of the Practitioner's private vehicle or travel by other reasonable means, expenses incurred shall be reimbursed in accordance with Victoria Public Service rates, or in full if out of pocket expenditure was incurred, upon completion of a travelling expenses claim form through the Finance Division.

#### 14.3 Other Leave

Where not specifically referred to, the minimum provisions of The Award shall apply to other leave not otherwise provided for in this Agreement.

### 15. PRIVATE PRACTICE

The Practitioner shall be entitled to treat private patients within Western Health and shall for this purpose become and remain a party to the Private Practice

arrangements agreed by Western Health with the practitioners subject to this agreement

## **16. PERFORMANCE CRITERIA AND REVIEW**

16.1 The Practitioner and Western Health agree to negotiate and act in good faith to finalise performance criteria for the Practitioner, having regard to the duties of the Practitioner, within six (6) months of certification of this Agreement, (or such earlier time as is mutually agreed).

16.2 The performance of the Practitioner shall be subject to periodic review by Western Health once every twelve (12) months.

16.3 Western Health, via the Director, must give the Practitioner at least seven (7) days notice in writing of the date when a performance review is to be conducted and the review must be concluded within one (1) month of that date.

16.4 Within one (1) month or as soon as practicable after the conclusion of the review, Western Health, via the Director must prepare and send to the Practitioner a statement which sets out:

16.4.1 The outcome of the review;

16.4.2 Any directions and recommendations of Western Health, via the Director, in respect to the Practitioner's performance;

16.4.3 Any proposals to vary the performance criteria.

16.5 During the life of this agreement Western Health will conduct a review of the current employee appraisal and development and measurement processes. To ensure that the needs of Emergency Physicians are taken into consideration, this review will ensure that the system includes fair, consistent, clear and transparent processes, and will include:

(a) Determining and setting performance criteria and objectives for Practitioners

(b) Providing regular two-way feedback to the Practitioner during the review period

(c) Assessing the performance of the Practitioner

(d) Managing performance issues, and

(e) Settling disputes and/or grievances.

In addition this review will investigate the establishment of career development and management planning for Practitioners.

## **17. TERMINATION OF EMPLOYMENT**

17.1 Either Western Health or the Practitioner may terminate the employment hereunder by giving three months notice of termination in writing. Western Health has the right to make payment in lieu of giving notice. The amount payable in lieu of notice pursuant to this clause shall be calculated by reference to the projected roster of the practitioner.

17.2 If Major Change Processes result in the abolition of the Practitioner's position and there is no equivalent position available to which the Practitioner may be redeployed within Western Health Service, then the Practitioner shall be entitled, in addition to his/her statutory entitlements, to a Separation Package in accordance with the Policy of the State Government of Victoria at the time.

17.3 Subject only to summary dismissal set out in clause 17.4, if Western Health for any reason, including but not limited to non-compliance by the Practitioner with the Performance Criteria or the abolition of the position due to Major Change Processes, is considering terminating the Practitioner's employment, Western Health must, before giving notice of termination to the Practitioner, consult and confer with the Practitioner and give the Practitioner the reasons for and details of the proposed action. If the proposed termination relates to the Practitioner's behaviour the Practitioner must be given an appropriate written warning or if due to unsatisfactory performance, must be given appropriate instructions, a written warning and the opportunity for a reasonable period of time to improve that performance.

17.4 Provided Western Health complies with the requirements of the Act, the Health Service may summarily dismiss the Practitioner at any time without the requirement to give notice, counselling or warning if the Practitioner is guilty of serious and wilful misconduct such as would at common law give the right to summary dismissal. For the purposes of this clause, 'misconduct' may include but is not limited to:

17.4.1 Neglect of duty of a serious nature or acts of dishonesty;

17.4.2 Breach of confidentiality or a serious conflict of interest affecting the performance of the duties of the Practitioner,

17.4.3 Revocation of the Practitioner's clinical credentials;

17.4.4 Failure to carry out lawful requests or directions;

17.4.5 Alcohol abuse or improper drug or substance use adversely affecting the performance and behaviour of the Practitioner;

17.4.6 Ceasing to hold current registration as required by the Medical Practice Act 1994, such other registration as is acceptable to Western Health or ceasing to hold membership of a recognised medical defence organisation;

17.4.7 Being found to have engaged in unprofessional conduct of a serious nature as referred to in Section 50 of the Medical Practice Act 1994 or having any limitation, condition or restriction imposed on the Practitioner's right to practice by the Medical Board of Victoria.

17.4.8 Failing to meet the standards required by the Practitioner's specialist medical college in respect of continuing education of the Practitioner;

17.4.9 Being found guilty of an indictable offence under the Crimes Act 1958.

## **18. INCAPACITY**

18.1 If the Practitioner is incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control (the incapacity) from discharging in full the duties required of the Practitioner for a period longer than three months after the expiration of all annual and sick leave entitlements pursuant to this Agreement, then Western Health has the right, subject to the provisions of the Act, by notice in writing to the Practitioner, to terminate his or her employment.

18.2 Western Health may at any time and from time to time, so long as the incapacity continues, require the Practitioner to provide satisfactory evidence of such incapacity and the cause thereof, subject always to the law relating to medical confidentiality.

18.3 The Practitioner is entitled to pro-rata payment of any salary or other emolument or benefit in respect of any period during which the Practitioner is able to perform part only of the duties. If the Practitioner fails for any reason to perform the duties, the Practitioner is not entitled to any payment.

18.4 Nothing in this clause 18 affects a Practitioner's rights under the Accident Compensation Act 1985.

18.5 If the incapacity arises as a result of the Practitioner providing services to Western Health, the Practitioner shall be entitled to have his/her remuneration made up to the remuneration he/she would have otherwise received (not including on Call or Recall payments) but for the incapacity up to a maximum of thirty-nine (39) weeks in any one year of service.

## **19. RENEWAL OF CERTIFIED AGREEMENT**

19.1 At least three (3) months prior to the expiration of this Agreement the Parties must confer with a view to reaching agreement about the option of entering into, and the terms of, a new agreement.

19.2 Each Party must advise the other no later than one (1) month (or such other period as they may agree in writing) prior to the expiration of the Certified Agreement of their decision regarding the matters referred to in clause 19.1.

19.3 The continued service of the Practitioner will be recognised under the terms of any new agreement reached between the Parties so as to avoid any break in service and any accrued or pro-rated entitlements will be carried forward into the new agreement.

## **20. REVIEW OF REMUNERATION ENTITLEMENTS**

20.1 In accordance with the AMA Heads of Agreement 2002, Schedule A rates include the 3% increase payable from the first pay period commencing on or after 1 January 2005.

20.2 These Schedule A rates; will be further varied by any subsequent industry wide arrangements agreed between the AMA, ASMOF and VHIA.

## **21 LEAVE**

The Practitioner is entitled to the following leave entitlements:

### **21.1 Annual Leave**

Four (4) weeks paid leave shall accrue at the end of each year of employment prorated provided that the Practitioner must take leave within twelve (12) months of it accruing. Practitioners who are required to be on call shall receive an additional week's annual leave entitlement and in addition a further week's leave accrues for each year of employment if the Practitioner works ten (10) or more weekend shifts per annum.

Annual leave shall be granted and taken within a period of 12 months of its becoming due (being twelve months after commencement and every twelve months thereafter), at a time suitable to Western Health and the Medical Practitioner. Western Health may direct the Practitioner to take annual leave, which has not been taken within 12 months of accrual.

### **21.2 Sick Leave**

Twenty eight (28) days paid leave for each year of employment pro-rated with the entitlement to sick leave being cumulative. The accrual of sick leave does not carry the right to be paid for any untaken sick leave on the termination of the Practitioner's employment for any reason and sick leave in excess of two (2) days must be supported by a medical certificate.

### **21.3 Compassionate Leave**

Two (2) days paid leave at any time during the period of employment pro-rated upon the death or serious illness of a Close Family Relative in Australia or the death overseas of a spouse (including de facto spouse of the opposite or same sex), parent, partner, sibling or child provided that the Practitioner must not take compassionate leave whilst on other leave and must provide proof of illness or death or relationship when requested by Western Health.

### **21.4 Approved Conference Leave (Schedule B)**

Practitioners will be entitled to two (2) weeks paid leave for each year of employment. Conference leave can be accrued to a maximum of twenty (20) days in any two (2) year period, but the accrual of conference leave does not carry the right to be paid for any untaken conference leave on the termination of the Practitioner's employment with Western Health. The Practitioner must seek prior approval to attend from the

Department Director or nominee and provide the Director Clinical Services with a written report of conferences attended.

## 21.5 Long Service Leave

21.5.1 Upon the completion of fifteen (15) years continuous service the Practitioner is entitled to six (6) months prorated long service leave and thereafter an additional two (2) months long service leave on the completion of each additional five (5) years service prorated.

21.5.2 Provided that a Practitioner may by agreement with Western Health be granted long service leave before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten (10) years continuous service.

21.5.3 If Western Health and the Practitioner agree, the Practitioner who is entitled to long service leave may take the whole or part of that leave at:

(i) Half the Rate of Remuneration for a period equal to twice the period to which the Practitioner would otherwise be entitled subject to appropriate Fostering within the Practitioner's department; or

(ii) Twice the Rate of Remuneration for a period equal to half the period to which the Practitioner would otherwise be entitled.

21.5.4 Long service leave and pro-rated long service leave may be taken by mutual agreement or upon 12 weeks notice in writing, in instalments of not less than one week pro-rated. The number of instalments taken is limited only by the requirement that there be mutual agreement.

21.5.5 If the Practitioner has been employed by Western Health for at least ten (10) years and resigns or retires, or if the Practitioner's appointment expires and he/she has not received Long Service Leave for the period to which the Practitioner would have been entitled, Western Health shall pay the Practitioner the amount to which he/she would have been entitled plus a pro rata amount for all service with Western Health in excess of ten (10) years, provided that such resignation or retirement is not due to serious or wilful misconduct.

21.5.6 Upon death from any cause of the Practitioner who, at the date of death was eligible for a grant of long service leave, Western Health shall pay to the personal representative of the deceased Practitioner the amount that the Practitioner would have been entitled to receive had he/she retired immediately prior to the date of his/her death. Upon the death of the Practitioner while on long service leave, Western Health shall pay to the personal representative of the deceased Practitioner a sum equal to the amount which would have been payable to the Practitioner had he/she retired immediately prior to his/her taking such leave less any amount already paid to the Practitioner in respect of such leave.

21.5.7 Where the Practitioner is newly employed by the Health Service subsequent to the certification of this Agreement, the Practitioner shall be entitled to long service leave in accordance with the Award.

## 21.6 Sabbatical Leave (Schedule C)

## 21.7 Family Leave

(a) A Practitioner with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to 5 days of accrued sick leave per annum, as family leave. Immediate family means: spouse, de-facto, child, stepchild, parent, grandparent, grandchild and sibling of the practitioner or the spouse or de-facto spouse (of the same or opposite sex) of the practitioner.

(b) Family leave is non cumulative from year to year.

(c) The Practitioner, on Western Health's request, must demonstrate the illness of the person concerned by either medical certificate or statutory declaration.

(d) When practical, the Practitioner must give Western Health prior notice of their intended absence due to family leave. If not practical to provide prior notice, the Practitioner must give notice by telephone at the first opportunity on the day of the absence beginning.

(e) "Notice" means: estimated date of absence, estimated length of absence, the name of the person to be cared for, and their relationship to the Practitioner.

### 21.1.8 Parental Leave

Parental Leave provisions are detailed in Schedule D.

## **22. STAND DOWN**

Western Health may deduct payment for any part of a day during which a Practitioner cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which Western Health cannot reasonably be held responsible. This does not break the continuity of employment of the Practitioner for the purpose of any entitlements.

## **23. DISPUTES**

23.1 If any dispute arises out of or relates to a Practitioner's employment which relates to duties and obligations under this' Agreement which is not resolved by discussion between the Practitioner and Western Health's Clinical Director or Head of the relevant Unit, then the Practitioner and Western Health must endeavour to settle the dispute by further discussion between the Practitioner and his or her Agent and the Health Service Clinical Director or Head of the relevant Unit and the Chief Executive Officer.

23.2 If the matter remains unresolved, either Western Health or the Practitioner may refer the dispute to the Australian Industrial Relations Commission (AIRC) or propose to the other for agreement an alternative mediator, who is independent of both Western Health and the Practitioner and who has appropriate skill and knowledge

in the area of dispute, for the purposes of conciliation and mediation. For the purposes of mediation and conciliation a party may, as an alternative to the normal AIRC powers, apply to the AIRC for a Board of Reference to be established. The Board of Reference will consist of one person to be appointed from time to time by the Australian Medical Association or Australian Salaried Medical officers Federation and one person from time to time appointed by the Victorian Hospitals Industrial Association, with the Industrial Registrar of the AIRC or his / her nominee as Chairperson, three of whom shall form a quorum. The Board shall sit at such time and place as the parties may agree or in default of agreement as the Industrial Registrar or his / her nominee may fix. A review of this Board of Reference option will be undertaken by the parties and will be finalised within three months prior to the expiry of this agreement.

23.3 In the event that either the Practitioner or Western Health proposes to refer the matter for conciliation and mediation pursuant to clause 23.1, otherwise than to the Australian Industrial Relations Commission, that mediation ('alternative mediation') procedure is as follows:

23.3.1 At the same time as proposing agreement to refer the matter for alternative mediation, the Party wishing to adopt that course shall give to the other a Notice of Dispute specifying the matter or matters which are in dispute.

23.3.2 Within seven (7) days of receiving the proposal for alternative mediation and the Notice of Dispute, the respondent Party shall indicate in writing agreement or otherwise to the proposal. Upon such indication the matter or matters in dispute shall be immediately referred to the alternative mediator, or failing that, shall be referred to the Australian Industrial Relations Commission.

23.4 Any costs of the mediation must be borne equally between the Practitioner and Western Health.

23.5 If the matter is still not resolved after conciliation and mediation, either Party may request the Australian Industrial Relations Commission to arbitrate the dispute. The decision of the Australian Industrial Relations Commission shall be final and binding subject to the parties' normal rights of appeal.

23.6 The Practitioner and Western Health must co-operate with the mediator or arbitrator in an effort to resolve the dispute within six (6) weeks of the dispute first being notified to the Practitioner and Western Health.

23.7 Until the matter is resolved the Practitioner and Western Health shall continue to observe their respective obligations under this Agreement. No Party is to be prejudiced by the continuance of those obligations in accordance with this clause.

23.8 Nothing in this Agreement shall prevent the Practitioner from supplying information to the Australian Medical Association or the Practitioner's Agent in relation to a probable, threatened or actual grievance or dispute arising from this Agreement.

**24. CONFIDENTIAL INFORMATION**

24.1 Information, whether or not in material form, other than that generally published and available regarding Western Health's business transactions, operations and systems, financial affairs and structures, is of value to Western Health, and is of a restricted, confidential nature. During the continuance of this Agreement and for any time thereafter, the Practitioner must not use or disclose any such confidential information to any other person, firm or corporation without the prior consent of Western Health.

24.2 On completion or termination of his/her employment, the Practitioner must immediately deliver to Western Health all books, notes and other records based on or incorporating information referred to in clause 24.1, and all keys, computer software / hardware or other property relating to the business of Western Health which belongs to Western Health or relates to the duties of the Practitioner during the period of the employment.

24.3 The Practitioner acknowledges and agrees that the Practitioner is aware of the provisions of Section 141 of the Act, which relates to the unlawful disclosure of patient information.

## **25. INSURANCE**

Western Health represents to the Practitioner intending that the Practitioner rely on the representation that under the Liability and Malpractice Insurance Contract made between Victorian Managed Insurance Authority (VMIA) and the Minister for Human Services for the State of Victoria and in force at the date of this Agreement. Western Health is a named insured therein and the Practitioner is entitled to indemnity subject to the terms and conditions of that insurance contract.

Deleted paragraph

## **26. VARIATION**

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

## **27. NOTICES**

Any notice required to be given under this Agreement must be delivered to the Health Service at Human Resources, Level 5, Western Hospital, Gordon Street Footscray, 3011, and if to the Practitioner must be delivered or sent by pre-paid post to the Practitioner's last known address. Any notice given accordingly to this clause is deemed to have been served at the time of delivery, if delivered, and on the day following posting, if posted.

## **28. SPECIAL PAID LEAVE**

The parties agree that commensurate with Western Health's commitment to Teaching, Training and Research and the practice of medicine that Special Paid Leave (not including any travel related expense) may be granted to Hospital Specialists for the purpose of advancing medicine eg: supervision of examinations and other College based activities. This provision is however strictly based on the following conditions:

- (1) That the Practitioners Health Service commitments can be met,
- (2) That other than for identifiable and exceptional circumstances at least four weeks notice is given in accordance with Western Health's leave delegation policy prior to the period of special leave, and
- (3) That the period of special leave is agreed prior to the leave being taken.

**29. WESTERN HEALTH'S SUPPORT TO ITS SPECIALISTS**

Western Health shall in regard to best practice care use it's best endeavours to provide Practitioners access to:

- \* Workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently
- \* 24 hour access to library and its resources
- \* Internet and email facilities for work purposes
- \* Office available for private discussion with patient's relatives
- \* Reserved car parking for On-call and Re-call purposes
- \* Access to security escort at night
- \* pharmacy, pathology, and radiology services

**30. WESTERN HEALTH'S COMMITMENT TO TEACHING, TRAINING AND RESEARCH.**

Western Health is committed to its philosophy that teaching, research training and professional obligations, are important parts of the duties and time of Specialists.

**31. OTHER RIGHTS UNAFFECTED**

The rights created under this Agreement are not intended to affect any rights, which either of the Practitioner and Western Health may have apart from this Agreement.

**32. DEFINITIONS**

32.1 The following definitions and interpretations apply to this Agreement:

- (i) "Act" means the Health Services Act 1988;
- (ii) "Award" means the Hospital Specialists and Medical Administrators Award 2000;
- (iii) "Campus" means the Western Hospital and Sunshine Hospital or any other premises occupied from time to time by Western Health;

(iv) "Chief Executive Officer" means the Chief Executive Officer of Western Health and his/her nominee;

(v) "Close Family Relative" means a spouse, parent, partner, sibling, child, step-child, grandparent, grandchild and parent-in-law and includes a de facto spouse and their parents and children;

(vi) "Compensable Patient" means an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth).

(vii) "Department" means the Emergency Department of Western Health;

(viii) "Director" or "Department Director" means the clinical director of the Department who shall inter alia be responsible for the duties prescribed in this Agreement and the duties and responsibilities contractually performed by that person at the commencement of this Agreement;

(ix) "Employment Benefits" are as determined in Schedule A;

(x) "Executive Director" means the Executive Director, Medical Services

(xi) "Family Leave" means leave allowed to a Practitioner being required to provide primary care to a sick partner, parent, brother, sister, child or stepchild,

(xii) "Major Change Processes" includes changes in the role or functions of Western Health or a constituent hospital, the cessation of the provision of medical or surgical services in a Practitioner's discipline or speciality and the abolition of the Unit or Department in which a Practitioner works;

(xiii) "Medical Appointment" means appointment of the Practitioner to the Senior Medical Staff of Western Health with clinical credentials applicable to the medical services to be provided by the Practitioner pursuant to this Agreement and shall be for a fixed term of not less than one (1) year and not more than five (5) years (notwithstanding locum appointments);

(xiv) "Health Service" means Western Health as incorporated under the Health Services Act 1988 and regulations made thereunder by the Governor in Council;

(xv) "On Call Period" means the hours between 2300 and 0800 each weekday (1 on call period per night), and 0800-2000 and 2000-0800 on Saturday, Sunday and Public holidays (2 on call periods).

(xvi) "Ordinary Hourly Rate" means 1/38th of the weekly monetary rate derived from the Practitioner's annual remuneration prescribed in Schedule A.

(xvii) "Practitioner" means a Specialist who holds a current registration as required by the Medical Practice Act 1994 or such other relevant legislative obligation having regard to the speciality of the Practitioner;

(xviii) "Private Patients" means an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth).

(xix) "Private Practice" means the rendering by a Practitioner of professional services to non-public patients for which fees are charged in the name of the Practitioner and includes the preparation and signing of reports and certificates but excludes attendances at Court;

(xx) "Public Holiday" means public holidays referred to in the Award;

(xxi) "Public Patient" means an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth).

(xxii) "Rostered ordinary hours" means the hours of a Practitioner which average/but do not exceed in aggregate, thirty eight {38} hours per week worked between 0800 to 2300 over each (152 hour) 4 week. Rostered ordinary hours of one Practitioner may occur contemporaneously with an on-call period and overtime hours worked by another Practitioner;

(xxiii) "Rostered weekend hours" means the hours between 0800 and 2300 Saturday and Sunday;

(xxiv) "Rostered public holiday hours" means the hours between 0800 and 2300 on all days lawfully designated as public holidays in the State of Victoria;

(xxv) "Specialist" means a Practitioner appointed who possesses a higher qualification appropriate to the speciality in which he/she is employed, provided that the Practitioner may be appointed a 'Specialist' by Western Health if he/she has had sufficient experience in his/her speciality to satisfy the needs of Western Health.

32.2 If there is any inconsistency between the terms of this Agreement and Western Health's resolutions, Code of Conduct and policies, the Agreement shall prevail.

### 33. SIGNATORIES

Signed as an agreement for and on behalf of

WESTERN HEALTH

In the presence of:

Chief Executive Officer

Signature

Name

Date

Signed as an agreement for and on behalf of

WESTERN HEALTH SPECIALIST

In the presence of:

EMERGENCY PHYSICIANS

Senior Specialist Emergency Physician

Signature

Name

Date

**SCHEDULE A - REMUNERATION ENTITLEMENTS - FULL TIME**

All remuneration is inclusive of a \$5,000 shift allowance in recognition of the requirement to work shift hours

Rates detailed below are as at date of certification

Emergency Physician	Level 1	\$160,195.90 per annum
Emergency Physician	Level 2	\$173,276.90 per annum
Emergency Physician	Level 3.	\$179,292.10 per annum
Emergency Physician	Level 4	\$182,877.53 per annum
Emergency Physician	Level 5	\$186,535.06 per annum
Emergency Physician	Level 6	\$190,265.72 per annum
Emergency Physician	Level 7	\$194,071.57 per annum
Emergency Physician	Level 8	\$197,952.61 per annum
Emergency Physician	Level 9	\$201,911.93 per annum

Deputy Director \$224,972.60 per annum

Director \$264,966.47 per annum

Director Williamstown \$208,071 per annum

These Schedule A rates, will be further varied by any subsequent industry wide arrangements agreed between the AMA, ASMOF, VHIA

**SCHEDULE B - CONFERENCE LEAVE**

Policy

(a) Eligibility shall be determined in accordance with this Agreement.

(b) Leave for conferences, scientific meetings, seminars or for visits to interstate or overseas hospitals will be given consideration on an individual basis by the Department Director, who will have regard to the Operational requirements of the Department, the value to the Health -service and the importance of such conference, meeting or visit.

(c) The Health Service has delegated the following criteria in granting approvals:

i) a request to a Practitioner by the Health Service

\* unlimited days

ii) a request by a Practitioner

\* up to two (2) weeks per year or up to 4 weeks alternate years, but noncumulative after two (2) years

d) The Health Service will receive submissions in excess of the above delegation but will only grant approval in exceptional circumstances.

e) This policy applies to all leave as defined in b) irrespective of the funding source.

f) To the extent that there are any inconsistencies between this Schedule and the Agreement, the Agreement shall have precedence.

## 2. Procedure

a) Application must be made on the requisition form 'Application for Leave other than sick, annual or accident'.

b) Applications for conference leave must be accompanied by a written statement setting out the following information:

i) the organisers of the conference

ii) the Conference theme

iii) the venue

iv) how the Health Service will benefit by the Practitioner's attendance

## **SCHEDULE C - SABBATICAL LEAVE**

### PURPOSE AND SCOPE

The Specialist is entitled to a maximum of twenty-six (26) weeks paid leave for each six (6) years of continuous employment. For Full-Time medical staff this leave may be taken in four (4) week periods whilst for Visiting Medical Officers the leave may be taken at twice the rate of pay for a period equal to half the period to which the Visiting Specialist would otherwise be entitled. Sabbatical leave must be paid at the rate of remuneration for the Specialist as at the date of commencement of the leave.

To be entitled to leave the Specialist will generally be required to meet the following criteria:

\* The Practitioner is a Specialist of at least three (3) years standing and has engaged in medical under-graduate and graduate teaching in the Health Service.

\* The dominant purpose of the leave is to undertake a course of study or research related to the Specialist's work.

\* The course of study or research is of benefit to the Health Service and is approved by the Health Service.

It is an expectation of the Health Service granting sabbatical leave and meeting the costs of the leave that the Specialist must return to the employment of the Health Service for a minimum of two (2) years after the completion of the sabbatical leave. The Health Service reserves the right to recover from the Specialist any expenses paid by the Health Service to and on behalf of the Specialist whilst on sabbatical leave in excess of salary should the Specialist leave the employment of the Health Service (other than for redundancy or termination by the Health Service) within two (2) years of the taking of sabbatical leave.

The Health Service must recognise the Specialist's employment in excess of six months in the Australian Defence Forces when calculating the continuous period of employment required.

Upon termination the Specialist will have no entitlement to remuneration for any accrued sabbatical leave.

A specialist applying for sabbatical leave must provide nine (9) months notification of their intention to take sabbatical leave unless otherwise agreed. If the Health Service does not approve the taking of leave within three months, the matter must be referred for resolution to the Credentials and Clinical Privileges Committee.

Sabbatical leave taken by a Visiting Specialist for a period of less than thirteen weeks pro-rata is deemed to have been taken for thirteen weeks pro-rata. Sabbatical leave taken by a Visiting Specialist for a period between thirteen weeks pro-rata and twenty-six pro-rata is deemed to have been taken for twenty-six weeks pro-rata.

#### PROCEDURE

1. Written applications for sabbatical leave, outlining the proposed program of study/research, should be forwarded to the relevant Head of Unit and Clinical Service Director no less than nine months in advance of taking the leave.

2. The Clinical Service Director and Divisional Manager will need to approve that the Senior Medical Officer can be absent for the requested time period without causing problems for the Service.

3. The Clinical Service Director will forward the application with their recommendation to the Executive Director, Medical Services.

4. The application will be reviewed by a formally constituted group consisting of the Executive Director, Medical Services (Chair), the relevant Clinical Service Director, two other Clinical Service Directors and one University of Melbourne Professor. The applicant may be asked to provide further information or attend for an interview.

5. Authorisation for Sabbatical may be granted by the Executive Director, Medical Services, and after the above steps have been completed.

6. Where an application for Sabbatical Leave is not granted within three months of the application being made, the matter must be referred for resolution to the Credentials and Clinical Privileges Committee.

## **SCHEDULE D - PARENTAL LEAVE**

### 1 Definitions

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.

1.2 Subject to 1.3, in this clause, spouse includes a de facto or former spouse.

1.3 In relation to 5, spouse includes a de facto spouse but does not include a former spouse.

### 2 Basic Entitlement

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) week of paternity leave will be on full pay. Equivalent Adoption leave may be taken in the case of adoption.

2.2 Subject to 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:

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;

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

### 3 Maternity Leave

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:

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;

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.

3.2 When the employee gives notice under 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.

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.

3.4 Subject to 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.

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.

### 3.6 Special Maternity Leave

3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 22 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.

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.

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 and special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

3.7 Where leave is granted under 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.

## 4 Paternity Leave

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

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

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

4.1(c) a statutory declaration stating:

4.1(c)(i) he will take that period of paternity leave to become the primary caregiver of a child;

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

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

4.2 The employee will not be in breach of 22.4.1 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.

## 5 Adoption Leave

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.

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

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

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

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

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

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.

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.

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.

## 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.

## 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.

## 8 Transfer to a safe job

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.

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.

## 9 Returning to work after a period of parental leave

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.

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

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.

## 10 Replacement employees

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.

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.