

Western Health

(AG2001/4797)

**WESTERN HEALTH (SPECIALIST EMERGENCY PHYSICIANS)
CERTIFIED
AGREEMENT 2000**

Various employees

Health and welfare services

SENIOR DEPUTY PRESIDENT KAUFMAN MELBOURNE, 24 SEPTEMBER 2001

Certification of Part VIB Division 2 agreement with employees.

PREAMBLE

Western Health and David Lightfoot, apply pursuant to s.170LM in Division 2 of Part VIB of the Workplace Relations Act 1996 to certify an agreement to be known as the Western Health (Specialist Emergency Physicians) Certified Agreement 2000.

Having heard Mr Murphy for Western Health and Mr Lightfoot for the employees of Western Health, and having read the statutory declarations of George Shaw filed on behalf of the Western Health and David Lightfoot filed on behalf of the employees of Western Health, I am satisfied that the agreement is about matters pertaining to the relationship between an employer in Victoria that is carrying on part of a single business and employees in Victoria employed in the part of the single business. I am also satisfied as to the following:

- * the agreement passes the no disadvantage test;
- * the agreement was made in accordance with Division 2 of Part VIB and a valid majority of persons employed at the time whose employment would be subject to the agreement; genuinely approved the agreement;
- * the explanation of the terms of the agreement was appropriate;
- * the agreement includes procedures for preventing and settling disputes between the employer and the employees whose employment will be subject to the agreement about matters arising under the agreement;
- * the agreement specifies 30 June 2003 as the nominal expiry date, which is not more than three years after the date on which the agreement will come into operation.

I am also satisfied that there are no reasons set out in s.170LU of the Act why I should refuse to certify the agreement.

Accordingly, the agreement will be certified to operate in accordance with its terms from the beginning of the first pay period on or after 5 September 2001

CERTIFICATION OF AGREEMENT

In accordance with s.170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached agreement between Western Health on the one part and the employees employed at the Western Health on the other part.

This agreement shall come into operation from the date of certification, being 5 September 2001

BY THE COMMISSION

SENIOR DEPUTY PRESIDENT

Appearances.

P. Murphy on behalf of Western Health

D Lightfoot on behalf of the employees of Western Health

Hearing details:

2001.

Melbourne:

September 5.

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LK certification of agreement 4 9 7

Western Health

-and-

SPECIALIST EMERGENCY PHYSICIAN EMPLOYEES

1 TITLE

This Agreement shall be known as the Western Health (Specialist - Emergency Physicians) Certified Agreement 2000.

2 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first full pay period commencing from the first pay period on or after 1 July 2000 and shall remain in force until 30 June 2003.

3 PARTIES TO THIS AGREEMENT

The Parties to this Agreement shall be Western Health (,the Health Service,) 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 the Western Hospital and Sunshine Hospital on a full or permanent 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 Award, provided that to the extent of any inconsistency the 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 Health Service's human resources to ensure the Health Service is well placed to meet this challenge by providing high quality, cost-effective patient care. The Parties are committed to ensuring that the Health Service 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 the Health Service 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 the Health Service;

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.

7.3.5 the professional support by Practitioners of change as a natural

and necessary part of the Health Service'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 the Health Service 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 the Health Service and those accrued entitlements will not be diminished in any way.

9 MEDICAL APPOINTMENT

9.1 A Practitioner's employment with the Health Service is contingent

upon the Practitioner holding a current Medical Appointment to provide services at the campus of the - Health Service where his/her services have agreed to be performed.

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 the Health Service 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 the Health Service Bylaws, 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 the Health Service 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 maintain membership of a recognised medical defence Organisation and provide evidence of this membership when requested by the Health Service;

10.1.4 faithfully serve the Health Service and at all times use the Practitioner's best endeavours to protect the interests of the Health Service.

10.2 Commitment

10.2.1 The Practitioner agrees to support the endeavours of the Health Service 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:

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(a) be committed to achieving maximal DRG revenue;

(b) assist the Health Service 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 the Health Service.

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 the Health Service'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;

11.3.2 improved work procedures/processes;

11.3.3 better utilisation of equipment and resources;

11.3.4 greater flexibility in roster arrangements;

11.3.5 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 the Health Service and of each section of each campus of the Health Service;

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.

11.5 Productivity measures will not be implemented at the expense of the Health Service'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 1 July 2000, to the applicable basic rate of remuneration nominated in Schedule B (being the Practitioner's 'Total Remuneration Package'), and the additional remuneration benefits prescribed in clause 14.

12.2 A minimum of 70% 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 the Health Service.

12.3 Where the Health Service increases the Practitioner's remuneration during the year, a Practitioner is entitled to restructure their Employment Benefits at 1 January in the following year unless otherwise mutually agreed.

12.4 If there is any increase in the cost to the Health Service of the Employment Benefits being provided within this agreement, arising from any cause whatsoever, the Health Service 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 the Health Service of the Practitioner's existing Total Remuneration Package.

12.5 The Health Service agrees to provide the prescribed minimum level of superannuation support required under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) in addition to the Total Remuneration Package.

13 PROGRESSION

Progression between year levels within each classification will, in part, be based on a satisfactory performance appraisal by the Director of the Department. The Health Service will also have regard to the Practitioner satisfying their individual Performance Indicators set in conjunction with the Director of the Department.

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 which are excluded from the calculation of the annual cost to the Health Service 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

Where a Practitioner is 'acting up' as Director for 5 consecutive working days or more in the absence of the Director and Deputy Director, payment equivalent to the ordinary hourly rate of the Deputy Director shall be made for the duration of the higher duties performance.

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.

14.1.8 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 hours, payment equivalent to 175% of the Practitioner's ordinary hourly rate shall be made for each hour worked or part thereof. 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.

(c) 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 period where the practitioner was recalled for duty rostered or otherwise, and the commencement of a further period of duty whether the practitioner is rostered on duty or otherwise.

14.2 Business Travel

Where the Practitioner is undertaking work pursuant to this Agreement and is requested by the Director or Chief Medical Officer to travel to another Campus of the Health Service, 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 Workplace Relations Act 1996 shall apply to other leave not otherwise provided for in this Agreement.

15 PRIVATE PRACTICE'

15.1 The Practitioner shall be entitled to treat private patients within

the Health Service and shall for this purpose become and remain a party to the Health Service's Private Practice Agreement in relation to that practice.

16 PERFORMANCE CRITERIA AND REVIEW

16.1 The Practitioner and the Health Service 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 other time as is mutually agreed).

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

16.3 The Health Service, 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, the Health Service, 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 the Health Service, via the Director, in respect to the Practitioner's performance;

16.4.3 any proposals to vary the performance criteria.

17 TERMINATION OF EMPLOYMENT

17.1 Either the Health Service or the Practitioner may terminate the employment hereunder by giving three months notice of termination in writing. The Health Service 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 deployed within the Health Service, then the Practitioner shall be entitled, in addition to his/her statutory entitlements, to a redundancy package as funded for and provided by the State Government.

17.3 Subject only to summary dismissal set out in clause 17.4, if the Health Service 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, the Health Service 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 the Health Service 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 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 the Health

Service 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.

15 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 the Health Service 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 The Health Service 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 the Health Service, 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 recognized under the terms of any new agreement reached between the Parties so as to avoid any break in service and any accrued or prorated entitlements will be carried forward into the new agreement.

20 REVIEW OF REMUNERATION ENTITLEMENTS

The Practitioner and the Health Service agree to review Schedule B of this Agreement on or before 30 June 2002 with such review to be commenced on or before 1 April 2002.

21 LEAVE

21.1 The Practitioner is entitled to the following leave entitlements:

21.1.1 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 (3.2) months of it accruing. Practitioners who are

required to be on call shall receive an additional weeks 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.

Any annual leave accrued by the Practitioner by virtue of continuous service with the Health Service as at the commencement date of this Agreement shall be credited to the Practitioner and accrued by the Practitioner pursuant to the Health Service's policy.

21.1.2 Sick Leave

Twenty eight (28) days paid leave for each year of employment prorated 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.

Any sick leave accrued by the Practitioner and recognised by the Health Service as at the commencement date of this Agreement shall be credited to the Practitioner.

21.1.3 Compassionate Leave

Two (2) days paid leave at any time during the period of employment prorated 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 the Health Service.

21.1.4 Approved Conference Leave (Schedule C)

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 the Health Service. 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.

21.1.5 Long Service Leave

The Practitioner is entitled upon the completion of ten (10) years continuous service with the Health Service to four (4) months prorated long service leave and thereafter an additional two (2) months prorated long service leave on the completion of each additional five (5) years service with the Health Service prorated.

If the Health Service 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.

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

If the Practitioner has been employed by the Health Service 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, the Health Service shall pay the Practitioner the amount to which he/she would have been entitled plus a pro rata amount for all service with the Health service in excess of ten (10) years, provided that such resignation or retirement is not due to serious or wilful misconduct.

Upon death from any cause of the Practitioner who, at the date of death was eligible for a grant of long service leave, the Health Service 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, the Health Service 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.

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.

21.1.6 Sabbatical Leave (Schedule D)

The Practitioner is entitled to a maximum of twenty six (26) weeks paid leave for each six (6) years of continuous employment (which may be taken in four (4) week periods) provided that:

M the Practitioner is a Specialist of at least three (3) years standing and has engaged in medical undergraduate and graduate teaching in the Health Service;

(ii) the dominant purpose of the leave is to undertake a course of study or research related to the Practitioner's work;

(iii) the course of study or research is of benefit to the Health Service and is approved by the Health Service;

(iv) the Practitioner undertakes to remain in the employment of the Health Service for at least two years after returning from leave;

(v) the Health Service reserves the right to recover costs in excess of the salary paid to the Practitioner in respect of the leave if the Practitioner voluntarily leaves the employment of the Health Service within two years of returning from leave;

(vi) the Health Service must recognise the Practitioner's employment in excess of six (6) months in the Australian Defence Forces when calculating the continuous period of employment required.

(vii) Upon termination of this Agreement, the Practitioner has no entitlement to be remunerated for any accrued Sabbatical Leave.

21.1.7 Family Leave

In recognition of the need for leave to care for family members, Practitioners are entitled to up to five (5) paid days per annum (from accrued sick leave entitlements) for this purpose. This leave is to enable the Practitioner to provide care for dependents, which include spouse, de facto spouse of the opposite or same sex, child, parent, grandparent, grandchild, or siblings of the Practitioner or the spouse or de facto spouse of the Practitioner. The Practitioner must have responsibility for the care of the dependent person concerned and must provide, if required by the Health Service, a medical certificate provided by a registered Medical Practitioner verifying the nature of the illness and stating its expected duration. Family leave is non-cumulative from year to year.

21.1.8 Maternity and Paternity Leave

The Practitioner shall be entitled to 2 weeks paid maternity leave at the Practitioner's ordinary hourly rate, as part of 52 weeks maternity leave. Should the Practitioner wish to work beyond the time of normal confinement, but the -work of the Practitioner in the opinion of the Practitioner's medical practitioner does not pose a threat to the Practitioner or the unborn child, then the Practitioner shall be entitled to continue to work until confinement occurs.

22 STAND DOWN

The Health Service 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 the Health Service 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 the Health Service Clinical Director or Head of the relevant Unit, then the Practitioner and the Health Service 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 the Health Service 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 the Health Service 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 the Health Service 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 the Health Service.

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. Relations Commission shall be final and binding subject to the parties normal rights of appeal.

23.6 The Practitioner and the Health Service 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 the Health Service.

23.7 Until the matter is resolved the Practitioner and the Health Service 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 the Health Service's business transactions, operations and systems, financial affairs and structures, is of value to the Health Service, 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 written consent of the Health Service.

24.2 On completion or termination of his/her employment, the Practitioner must immediately deliver to the Health Service 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 the Health Service which belongs to the Health Service 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

25.1 The Health Service represents to the Practitioner intending that the Practitioner rely on the representation, that under the Liability and Malpractice Insurance Contract made between Aon Risk Services Australia Limited and the Minister for Human Services for the State of Victoria and in force at the date of this Agreement the Health Service is a named insured therein and the Practitioner is entitled to indemnity subject to the terms and conditions of that insurance contract.

25.2 The Practitioner acknowledges the requirement to maintain membership of a recognised medical defence Organisation (see clause 10.2.3) and that any decision of the Australian Industrial the insurance contract referred to in clause 25.1 of this Agreement provides very limited indemnity to the Practitioner for any legal liability arising in connection with the Practitioner's treatment of Private and Compensable Patients.

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 Level 10, Connibere Building, Royal Melbourne Hospital Campus, Flemington Road, Parkville 3050 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 the Health Services 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:

* that the Practitioners Health Service commitments can be met,

* that other than for identifiable and exceptional circumstances at least four weeks notice is given in accordance with the Health Services leave delegation policy prior to the period of special leave, and

* that the period of special leave is agreed prior to the leave being taken.

29. HEALTH SERVICE SUPPORT TO ITS SPECIALISTS

The Health Service shall in regard to best practice care endeavour to provide access to highest quality, in regard to the provision of human resources, delivery of outpatient services, pharmacy, pathology, radiology, office support and access to information technology in the delivery of quality patient care.

30. HEALTH SERVICE COMMITMENT TO TEACHING, TRAINING AND RESEARCH.

The Health Service is committed to it's 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 the Health Service 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 Interim Award 1996;

(iii) "Campus" means the Western Hospital and Sunshine Hospital or any other premises occupied from time to time by the Health Service;

- (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 the Health Service;
- (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 B;
- (x) "Family Leave" means leave allowed to a Practitioner being required to provide primary care to a sick partner, parent, brother, sister, child or stepchild,
- (xi) "Major Change Processes" includes changes in the role or functions of the Health Service 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;
- (xii) "Medical Appointment" means appointment of the Practitioner to the Senior Medical Staff of the Health Service 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);
- (xiii) "Health Service" means Western Health as incorporated under the Health Services Act 1988 and regulations made thereunder by the Governor in Council;
- (xiv) "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).
- (xv) "Ordinary. Hourly Rate" means 1/38th of the weekly monetary rate derived from the Practitioner's annual remuneration prescribed in Schedule B.
- (xvi) "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;
- (xvii) "Private Patients" means an eligible person as defined in section 3(1) of the Health Insurance Act 1973 (Commonwealth).

(xviii) "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;

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

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

(xxi) "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

(xxii) Rostered ordinary hours of one Practitioner may occur contemporaneously with an on-call period and overtime hours worked by another Practitioner;

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

(xxiii) "Rostered public holiday hours" means the hours between 0800 and

2300 on all days lawfully designated as public holidays in the State of Victoria;

(xxix) "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 the Health Service if he/she has had sufficient experience in his/her speciality to satisfy the Health Service;

32.2 If there is any inconsistency between the terms of this Agreement and the Health Service By Laws, resolutions, Code of Conduct and policies, the Agreement shall prevail.

SCHEDULE B

REMUNERATION ENTITLEMENTS - 1 July 2000

All remuneration is inclusive of a \$5,000 shift allowance in recognition

of the requirement to work shift hours

Emergency. Physician	Year 1	\$143,750 per annum
	Year 2	\$150,937 per annum

Year 3 and thereafter. \$158,484 per annum

Senior To be negotiated
dependent
Consultant on experience

Deputy Director \$ 194,063 per annum

Director \$ 228,563 per annum

REMUNERATION ENTITLEMENTS - 1 July 2001

Emergency Year 1 \$ 148,063 per annum
Physician

Year 2 \$ 155,465 per annum

Year 3 and thereafter. \$ 163,239 per annum

Senior To be negotiated
dependent
Consultant On experience

Deputy Director \$199,885 per annum

Director \$235,420 per annum

REMUNERATION ENTITLEMENTS - 1 July 2001

To be reviewed and adjusted in line with standard industry increases
afforded to Specialist Physicians.

Additional Remuneration and Benefits:

2. Employment Benefits:

As per Health Services Policies as amended from time to time.

SCHEDULE C 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 D SABBATICAL LEAVE

Policy

- a) Eligibility for Sabbatical Leave shall be determined in accordance with this Agreement.
- b) It is expected that a Practitioner granted Sabbatical Leave shall return to duty with the Health Service after the completion of leave, for a period of at least two (2) years.
- c) Sabbatical Leave will be given consideration on an individual basis by the Health Service, who will have regard to the operational requirements of the Department of the Practitioner and the value to the Health Service.
- d) Normal base salary entitlements shall be paid by the Health Service during the period of approved Sabbatical Leave.
- e) All travel, living and other expenses associated with the leave shall be the responsibility of the Practitioner.
- f) The Practitioner shall submit evidence to his/her Department and to the Health Service of benefits gained to the Practitioner and the Health Service within two (2) months return from leave.
- g) Under normal circumstances, it would be expected that Sabbatical Leave would be taken outside Victoria or Melbourne. However, the Health Service may approve applications for Sabbatical Leave within Victoria or Melbourne, dependent upon the circumstances of the application and the Practitioner.
- h) To the extent that there are any inconsistencies between this Schedule and the Agreement, the Agreement shall have precedence.

2. Procedure

- a) At least nine (9) months before the proposed leave, the Practitioner should confirm his/her entitlement to Sabbatical Leave and should submit a programme outline to his/her Department on the prescribed forms.
- b) The application should be discussed by the Department and forwarded with a recommendation, to the Department Director for consideration.
- c) The Practitioner's Department Head shall consider the application and forward it to the Health Service with a recommendation for final decision. d) In the event of the Health Service not recommending/approving the program, the Practitioner may appeal to the next meeting of the Medical Appointment Advisory Committee who shall determine the matter either by approving the original application, requesting amendments or rejecting it outright.
- e) After approval has been obtained, full details of the study program including itinerary (if relevant), agreement of other agencies, supervisors etc. should be submitted to the Department Director.

f) The approved program may not be subsequently varied without the approval of the Health Service.

Signatories

Signed for and on behalf of the

WESTERN HEALTH SERVICE

Chief Executive

Signed for and on behalf of the

WESTERN HEALTH SPECIALIST EMERGENCY Senior Specialist Emergency
PHYSICIANS Physician