

HEADS OF AGREEMENT

Between

AUSTRALIAN MEDICAL ASSOCIATION (VICTORIA) LIMITED

AND

AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION

AND

THE DEPARTMENT OF HUMAN SERVICES

AND

VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION

1. Introduction

1.1 Title

This Heads of Agreement shall be known as the Medical Remuneration Review Agreement 2002 (hereafter "the HoA").

1.2 Parties Bound

This HoA is between and binding on the Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers' Federation, the Department Of Human Services and the Victorian Hospitals' Industrial Association (hereafter "the parties").

This HoA applies to all employed Doctors working as such, including Medical Directors, within the Victorian Public Health Sector.

2. Parties Bound by Certified Agreements

- 2.1 The Certified Agreements shall be binding upon the employer parties, and any successor, assignee or transmittee of the business or part of the business of the employer, and
- 2.2 The Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers' Federation, and Doctors employed by an employer party.

3. Commencement of Payments and Intention to Make Certified Agreements

The following conditions are clearly in addition to any existing entitlements provided to Doctors. The parties agree to facilitate implementation of this Heads of Agreement by administrative action within 3 months of the date of agreement and subsequently by entering into Certified Agreements reflecting the below and current conditions pursuant to section 170LJ of the *Workplace Relations Act 1996*. Employers reserve

the right to review the application of this agreement in the event that Certification of Agreements does not take place within an appropriate timeframe.

Nothing in this agreement will affect any current superior term or condition of employment. Attachment 2 contains those clauses from the 1999 Heads of Agreement which have continuing application.

4. Dispute Settlement, No Extra Claims and Savings Clauses

Disputes over the Application of this Heads of Agreement

In accordance with Section 170LW(a) of the Workplace Relations Act 1996, the Commission is empowered to settle by conciliation, any dispute over the application of this Agreement between parties to this Agreement which is referred to it by a party to this Agreement. If a dispute over the application of this Agreement cannot be resolved by conciliation, the Commission will settle that dispute by arbitration.

In addition to the above it is agreed that appropriate Industry Standard clauses will be inserted into all Certified Agreements as follows:

No Extra Claims

The AMA/ASMOF, employees and employers bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

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

Dispute Settlement Procedure

Framework for Resolution

- a) The parties intend that most issues will be resolved informally between a Doctor and the Doctor's immediate supervisor. The parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by Doctor's or stand downs by the Hospital.
- b) Every effort will be made to ensure that any dispute will be resolved under this clause within 7 days or as close to 7 days as practical circumstances will allow. This time frame includes disputes relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in the Agreement
- c) Until the dispute is resolved, work shall continue normally while discussions take place. Health and safety matters may be exempted where appropriate.
- d) No party is prejudiced as to final settlement of the dispute by continuing to work during the dispute.

Process for Resolving Disputes

- e) The Doctor shall attempt to resolve the dispute directly with their Unit Head. The

Doctor and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

- f) If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Doctor and, if the Doctor chooses, an Association representative or any other person.
- g) If the matter is still unresolved it may be referred to a Board of Reference in accordance with the Workplace Relations Act 1996.
- h) If the Parties are still unable to reach a resolution, the matter shall be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if necessary, arbitration, pursuant to s.170LW of the Workplace Relations Act 1996.

Establishment of a Board of Reference

- i) The Board of Reference will consist of one person to be from time to time appointed by the Association and one person from time to time appointed by the Victorian Hospitals Industrial Association, with the Industrial Registrar of the Australian Industrial Relations Commission or his/her nominee as Chairperson, three of whom shall form a quorum

5. Terms of the Agreement

The parties enter into this Heads of Agreement in final settlement of the AMA/ASMOF Claims titled the 2002 Medical Remuneration Review. The parties agree as follows:

Full Time Specialists, VMOs and Doctors in Training Issues

5.1 Salaries and Allowances

Salaries will be increased by a total of 12% over 3.5 years by way of four 3% increases. The increases will apply from the first pay period to commence on or after 1 July 2002, 1 January 2003, 1 January 2004 and 1 January 2005 respectively. On each occasion these rates will be rounded off to the nearest 10 cents.

Salary increases under this agreement apply to the "base" salary described in the relevant Award/Agreement/Contract for each member of medical staff. However, where the employee's remuneration has been negotiated as an "annualised" salary, the increase will apply to this "annualised" rate.

Annualised Salaries include salaries which are "rolled-up" and may include payments in lieu of overtime allowances, loadings for private practice arrangements etc.

The increases will not apply to private practice salary bonuses except where these have been included in a "rolled-up" or "annualised" salary arrangement.

Work-related, non-salary-based allowances will be adjusted in accordance with salary movements and other allowances will be adjusted by 3% per annum over

the life of the proposed agreement. These increases will apply from the first pay period to commence on or after 1 January 2003, 1 January 2004 and 1 January 2005 respectively.

5.2 Parental Leave

Existing Parental Leave entitlements will be increased to six weeks' paid Maternity Leave and one week's paid Paternity/Partner's Leave.

5.3 Notification to AMA/ASMOF of Appointment of a Doctor

For the purposes of facilitating the orientation of new employees and in particular to familiarise such employees with the operation of this Agreement, the AMA/ASMOF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs involving Doctors and be permitted to attend. If the dates of these programs are fixed in advance for a regular day and time then a list should be sent to the AMA/ASMOF forthwith.

Where the dates of orientation/induction programs involving Doctors are not fixed in advance, the AMA/ASMOF should receive reasonable notification of at least 14 days to enable an AMA/ASMOF representative to attend.

A policy is to be introduced that requires an employer to ask each new employee if his or her name and location of work may be provided to the AMA/ASMOF. The employee must provide the employer with written consent before an employer may supply those details to the AMA/ASMOF. If the employee's consent is provided, the employer will provide the details to the AMA/ASMOF.

5.4 Non-Disclosure Arrangements

Employers agree that when Contracts of Employment or Certified Agreements are next updated, that they will do so in the context of the recent legislative changes (Whistleblower Protection Act 2001).

5.5 Provision of Mobile Phones or Reimbursement of Cost

When the hospital requires a Doctor to be in telephone contact for work purposes, the hospital must provide a fully funded mobile phone for the Doctor's work use; OR fully reimburse the Doctor for all reasonable and actual costs incurred by the Doctor when making or receiving work related telephone calls.

5.6 Safe Hours of Work

Many issues relating to the subject of Safe Hours are either so complex or so situational that they must be dealt with by the parties involved, based on the situation at hand and within a generally accepted framework. It is agreed that the National Code of Practice – Hours of Work, Shiftwork and Rostering for Hospital Doctors forms a suitable framework under which to consider safe working hours issues.

Employers and the AMA/ASMOF confirm that Doctors should not perform work outside of their principal employment such that it would result in an overall excessive or unsafe work pattern for the Doctor. Employers confirm their

responsibility not to roster or arrange work hours such that an excessive or unsafe work pattern for Doctors exists at the Employer's place of work.

5.7 Salary Packaging

It is agreed that Employers and AMA/ASMOF will jointly approach the providers of salary packaging services to ensure improved service provision required by medical staff due to their unique employment arrangement. The group will develop performance standards, which will be used to monitor performance. Employers will also identify alternative providers to offer competitive services.

It is further agreed that % limits on monthly salary packaging will not apply to Junior Medical Officers due to their requirement to rotate between Hospitals on an annual basis.

5.8 Sabbatical Leave

It is agreed that sabbatical leave may be taken in two periods of up to 13 weeks duration which are taken within 2 years of each other.

5.9 Classification Structures

Refer to Attachment 1 for new Definitions and rates of pay.

5.10 Physical Working Conditions

It is agreed that the following infrastructure standards should be met at all Hospitals.

- Access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently
- 24 hour access to library and all of its resources
- reserved car parking paid for by the hospital and available for a Doctor on on-call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Hospital main entrance
- access to Internet and e-mail facilities for work purposes
- office available for private discussion with patient's relatives
- access to security escort at night

Where this is currently not the case the Hospital, DHS and the AMA/ASMOF will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

5.11 Telephone Calls

In addition to **5.21 On-Call and Telephone Payment** each Hospital must introduce a protocol to govern the use of telephone consultations with Doctors who are on-call. The protocol must include the following governing points

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

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

Doctor in Training Specific Issues

5.12 Recall Payment

The Recall payment in the MECA will be altered to provide for a 3 hour minimum payment.

5.13 Job Size

Specific instances of what the AMA/ASMOF believes are inappropriate work requirements at a particular health facility should be referred to a Board of Reference if incapable of resolution through discussion. In such cases VHIA and AMA/ASMOF will agree on 2 nominees, one from the DHS and one appropriate Clinical expert.

5.14 Consultation in Respect of Setting of Rosters

Where a Doctor has a specific request in respect to an upcoming roster period they must advise the Hospital in writing at least 1 week prior to the date on which the roster must be posted. The Hospital must then consult with the Doctor and other Doctors on the roster to try and accommodate all such requests. The final roster will be determined by the Hospital in view of all such requests received and shall be advised to the Doctors involved.

5.15 Recognition of Service Continuity for Specialist Trainees (College Auspiced Programs)

Service, for the purpose of accrual of long service leave, will include any service worked as a Doctor outside of the scope of the MECA but in a College auspiced specialists training program. This provision will operate in conjunction with the existing Long Service Leave provision.

5.16 Modernisation of HMO Multi Employer Certified Agreement

The HMO Agreement has been simplified and revised into plain English. The new Agreement does not intend to alter the terms and conditions contained in the prior Agreement other than as contained in this Heads of Agreement. The redrafting of the Agreement may clarify a situation where the previous Agreement was ambiguous. If this appears to be the case then the terms of the Dispute Resolution Procedure will be followed to settle any disagreement between the parties.

5.17 Advice on Appointment

Insert new clause in the MECA as follows:

Notification of Classification

On the commencement of the Doctor's employment the Hospital must notify the Doctor in writing of his or her classification and terms of employment. The Doctor must be notified in writing of any alteration to his or her classification within 14 days of the alteration taking effect.

On appointment to a new position or a new location a Doctor must be advised of those matters which are essential to the safe and efficient discharge of their responsibilities. This orientation is the responsibility of the receiving Hospital during a secondment. Doctors are responsible for ensuring that they request appropriate information and clarification of that where required.

The orientation will include a "Unit Handbook" or similar containing written advice covering the following

- Job Duties, Responsibilities and Authority
- Emergency Procedures
- Relevant Clinical, Ward and Quality procedures including contact details
- Procedures for ordering supplies and medical tests

Introduction of such written material must be completed by 1 year after the date on which this HoA was agreed.

5.18 Averaging of Hours of Work

Clause 10.1.1 of the MECA to read as follows:

For HMOs and HSMOs, the ordinary hours of work shall be 38 hours per week (refer clauses 8.8 and 8.9 - Definitions) OR an average of 38 hours per week for up to 4 weeks. HMOs and HSMOs must not work more than 38 hours per week unless averaged under this sub clause.

The 1st paragraph of Clause 10.1.5 of the MECA to read as follows:

For Registrars, Senior Registrars and Principal Registrars the ordinary hours of work shall be 43 hour week of which 5 hours must be free from service as a training component. The 43 ordinary hours per week may be averaged over up to 4 weeks. The content of the training component must be agreed between the Registrar and the hospital.

5.19 Overtime which cannot be Authorised in Advance

The AMA/ASMOF has expressed concern that aspects of the MECA are not being observed. In particular in respect to the non-payment of unauthorised but valid overtime.

Employers and the DHS firmly believe that all Certified Agreements and Awards must be observed by all parties.

Employers will work with the AMA/ASMOF to achieve the shift in culture required to deal with this issue and expect that AMA/ASMOF will follow all legal avenues open to it if non-observance of a Certified Agreement or Award continues despite this approach.

A protocol should exist in each Hospital whereby overtime which cannot be authorised in advance but has been worked can be paid if it meets appropriate clearly defined criteria.

It is agreed that these protocols will structured on the following basis

- Wherever possible overtime must be authorised in advance
- Any claim for retrospective authorisation of overtime must be made on the first occasion possible after the overtime was worked and on no occasion later than the completion of that pay fortnight
- The claim must be for overtime that was required due to a demonstrable clinical need that could not be provided in some other way
- The reason for working the overtime and the duties performed must be recorded in some form which is available for audit and review
- The claim for Overtime must be reviewed by a Senior Doctor authorised to do so by the Hospital within 14 days of the claim being submitted

5.20 Replacement of Doctors absent on Leave

It is agreed that where a Junior Doctor is on leave and should be replaced, that it is primarily the responsibility of the Employer to manage that process. This will be done in consultation with the Doctors affected by the proposed absence.

5.21 On-call and Telephone Call Payment

The current On-Call provisions for Junior Doctors are agreed to be altered as follows

1. Doctors required to be On-Call simply to be available for Re-Call and not required to provide advice over the telephone, will continue to receive the current On-Call payment.
2. Doctors required to provide telephone advice while On-Call in addition to being available for Re-Call will be paid an allowance as set out below in lieu of the existing On-Call payment.

HMO	<u>On-Call</u>	<u>On-Call (Public Holiday)</u>
1st Year	\$34.90	\$48.90
2nd Year	\$38.40	\$53.70
3rd Year	\$40.80	\$57.10
4th Year	\$44.20	\$61.90
Medical Officer		
1st Year as such	\$54.00	\$75.60
2nd Year as such	\$57.40	\$80.30
3rd Year as such	\$60.70	\$85.00
4th Year as such	\$64.10	\$89.80
5th year as such	\$67.50	\$94.50
Solely Admin	\$67.50	\$94.50
6th year as such and thereafter	\$71.50	\$100.20
Senior MO	\$75.90	\$106.20
Registrar		
1st Year as such	\$53.90	\$75.50
2nd Year as such	\$56.80	\$79.50
3rd Year as such	\$60.00	\$84.00
4th Year as such and thereafter	\$62.30	\$87.20
Senior Registrar	\$65.40	\$91.60
Principal Registrar	\$74.40	\$104.20

5.22 Flights Interstate as part of College Rotations

It is agreed by all parties and recommended by the Commission that funding arrangements for shared interstate medical training, including this particular issue, should be addressed through inter-Governmental forums and negotiations on medical, and medical workforce, matters. DHS will undertake to investigate this course.

For the life of this Agreement it is agreed that flights undertaken as part of a College Rotation between Victoria and Tasmania will be funded by DHS on the basis of a flight at the beginning and end of each 3 month rotation and one return flight after 6 weeks.

5.23 Study Leave

Junior Doctors may currently be granted up to 3 weeks' leave at the discretion of the Hospital whose decision shall be final, in any one year to attend on full pay, any conference, workshop or seminar recommended or approved by their respective colleges or similar body, and/or to meet the demands of the unit for whom they are working.

DHS will provide additional dedicated funding equivalent to one week's pay per year per Junior Doctor for the purpose of facilitating the taking of study leave. Employers will collect benchmark information within 3 months of the commencement of this Agreement so as to allow AMA/ASMOF to confirm that the funding will be used to create additional training opportunities and not to subsidise current Hospital training costs.

With the addition of this funding it is expected that each Doctor will be able to schedule and take at least one week's paid study leave each year, though this may be accrued over two years to suit particular study requirements. To assist in this process Doctors must advise of their preferred study arrangements by 31 March each year.

Employers note that practical restrictions on the ability to release a Doctor at any particular time will still exist on some occasions.

5.24 Training Time Definition – Registrars

Training time means time dedicated for training that is free from service calls with the exception of call about genuine medical emergencies or disaster situations. Where training time is interrupted due to a genuine medical emergency or disaster situation then that period of interruption is not training time and must be reallocated.

- Training time is five hours per week
- It is expected that blocks of training time will be at least 30 minutes duration on each occasion
- The content of training must be agreed between the Doctor and the Hospital
- Training can be on or off site
- Training time can include lectures, tutorials, other situations where formal teaching of the hospital registrar(s) occurs in a non-service situation, clinical meetings organised by a specialist or university staff equivalent for the purposes of training and education, personal reading and study, and research activities where a hospital or university staff specialist is directly involved in supervision and the results of the research are intended for publication. Grand (teaching) ward rounds can be included if specifically designed for teaching purposes and attended and run by an eminent medical person.

Full Time Specialist Doctor Specific Issues

5.25 Hourly Part Time Arrangements for Medical Specialists

Employers agree that no hourly part time contracts of employment may be entered into covering medical specialists except pursuant to "Lochtenberg" arrangements. Current Contracts of Employment which are less favourable than "Lochtenberg" arrangements will continue until their nominal expiry date.

5.26 Underpinning of Private Practice Payments

It is agreed that the current 10% underpinning of Private Practice Funding be replaced by the following.

Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid as follows (rates as per 1 July 2002 including initial 3% increase pursuant to this Agreement). These rates will be further varied in accordance with Clause 5.1.

Specialist	Base Rate	+20% All Purpose Allowances	Minimum Rate including Private Practice Arrangements
1st year as Specialist	\$ 1,614.10	\$ 1,936.90	\$ 2,324.30
2nd year as Specialist	\$ 1,645.40	\$ 1,974.50	\$ 2,369.40
3rd year as Specialist	\$ 1,676.60	\$ 2,011.90	\$ 2,414.30
Senior Specialist			
4th year as Specialist	\$ 1,788.90	\$ 2,146.70	\$ 2,576.00
5th year as Specialist	\$ 1,858.40	\$ 2,230.10	\$ 2,676.10
6th year as Specialist	\$ 1,931.00	\$ 2,317.20	\$ 2,780.60
7th year as Specialist	\$ 2,006.20	\$ 2,407.40	\$ 2,888.90
8th year as Specialist	\$ 2,084.50	\$ 2,501.40	\$ 3,001.70
9th year as Specialist and thereafter	\$ 2,125.40	\$ 2,550.50	\$ 3,060.60
Principal Specialist			
Level 1 - bottom of range	\$ 2,166.30	\$ 2,599.60	\$ 3,119.50
Level 1 - top of range	\$ 2,305.30	\$ 2,766.40	\$ 3,319.70
Level 2 - bottom of range	\$ 2,251.20	\$ 2,701.40	\$ 3,241.70
Level 2 - top of range	\$ 2,305.30	\$ 2,766.40	\$ 3,319.70
Executive Specialist			
Bottom of Range	\$ 2,305.30	\$ 2,766.40	\$ 3,319.70
Top of Range	\$ 2,651.20	\$ 3,181.40	\$ 3,817.70

Doctors who do not earn at least the Minimum Rate on average over a year, including any disbursement from Private Practice Arrangements paid as a salary bonus, or any payment pursuant to an individual contract of employment which is more generous than the agreed State-wide minimum benchmark rates, may claim a top-up to the Minimum Rate. No Doctor currently earning more than the Minimum Rate may claim an increase in payments based on the introduction of this provision.

This offer is made on the basis that funding required to support this provision over the life of the Agreement will not exceed \$850,000 per annum. If expected costs appear likely to exceed that amount then the Minimum Rate will be reduced

proportionally in consultation with the AMA/ASMOF so that the funded cost is not exceeded.

It is further agreed that this agreement is reached on the understanding that existing Private Practice Funds should admit a broad spectrum of Doctors and that Employers will not support this top-up payment in the event of any pattern of a greater exclusion of Doctors from Private Practice arrangements resulting from this agreement.

VMO Doctor Specific Issues

5.27 Fractional Allocation

The method of fractional allocation for VMOs should be as per the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

All VMOs, in conjunction with hospital management should determine their hospital workload on a monthly basis. Activities to be specifically considered are listed below. Not all areas may be applicable to all specialists.

- A. **• Direct Public Patient Care and Related Activities**
Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.
- B. **• Management/Administrative Responsibilities**
Duties Associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.
- Hospital Meetings**
Attendance at meetings constituted by the hospital or at the request of the hospital, including for example:
- When appointed to represent the medical staff on a hospital committee
 - When appointed to represent hospital management on a committee
 - Business or management meetings of a unit/department/division
 - Routinely scheduled meetings with administration
 - Meetings of the medical staff group when related to hospital business
- Participation in Quality Assurance Activities as Required by the Hospital**
Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is:
- Attendance at committees established under ACHS guidelines
 - Inter-unit clinical meetings e.g Grand Rounds
- Teaching and Research as Required by the Hospital and Not Directly Funded by the University**
- On-Call/Re-Call**
As per the Lochtenberg Implementation Guidelines 1995

• **Practice in a Distant Location**

Only to be included where an allowance is not being paid

When calculating the actual fraction it will be clear that some aspects of the routine workload occur more frequently than others. For Instance, meetings may occur monthly whereas ward rounds may occur daily or a couple of times a week. Calculations should take account of weekly rosters being transposed on a monthly basis.

It is recommended that hours required to be worked should be determined monthly.

5.28 Alteration in VMO Hours of Work

The work hours of VMOs can be changed either at the end of a contract period or, where allowed by the contract, with appropriate notice during the contract period.

Where a change proposed during a contract period is of such magnitude that it alters the fundamental nature of the contract and the VMO does not agree to the change, then the entire contract of employment will be terminated as a retrenchment and the VMO will be entitled to the normal Hospital practice in relation to retrenchment notice periods and payments.

A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract.

5.29 Averaging of Long Service Leave - VMOs

It is agreed that when taking Long Service Leave the basis of calculation of payment for VMOs will be the average of the ordinary hours of work applying over the preceding 2 years of employment.

6. Operative Date

This Heads of Agreement will be operative from 1 July 2002 and will expire on 31 December 2005.

Signed

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

(Executive Director)

(Witnessed)

(date _____ 2002)

For and behalf of the Australian Salaried Medical Officers' Federation:
(Victoria Branch)

(Chief Executive Officer)

(Witnessed)

(date _____ 2002)

For and behalf of the Department Of Human Services

(Director, Industrial Relations)

(Witnessed)

(date _____ 2002)

For and behalf of the Victorian Hospitals Industrial Association (on Behalf of Victorian Public Hospitals and Community Health Centres)

(Chief Executive Officer)

(Witnessed)

(date _____ 2002)

Attachment 1 – Classification Structure

Medical Officer Stream

“Hospital Medical Officer” (“HMO”) means: a Doctor with 4 or less years experience and who is not performing the duties of a Registrar or Career Medical Officer

“Medical Officer” means: a Doctor with 3 or more completed years of experience and who is not performing the duties of a Registrar or performing medical work covered by another Certified Agreement or Award. A MEDICAL OFFICER employed solely in an administrative position and who is not eligible to be covered by any other medical award or agreement must be paid as a MEDICAL OFFICER 5th year of experience.

“Senior Medical Officer” means: a MEDICAL OFFICER who is employed as a Head of Department or equivalent role within a Hospital.

“Registrar” means: a Doctor who is either appointed to an accredited specialist training position OR who holds a position designated as such by the Hospital. In the latter case, the Doctor will be entitled to the same educational opportunities i.e. 5 hours out of 43, as a Doctor in an accredited specialist training position and the Hospital must advise the Association of the appointment.

“Senior Registrar” means: a Doctor who has successfully undertaken 4 years of accredited Registrar training leading towards their fellowship. The rate of pay for a Senior Registrar is also to be paid to Doctors in their 5th year who have successfully undertaken 4 years of accredited Registrar training some of which is in another discipline. Such a Doctor is not eligible to use the title of Senior Registrar

“Principal Registrar” means: a Doctor who is appointed as such and who has successfully completed all academic requirements leading to a Specialist qualification and requires 12 months or less of accredited practical experience in order to gain their Fellowship. Such a Doctor is required to comprehend a depth and range of duties and degree of responsibility that are greater than for other Registrars in that discipline.

Specialist Stream

Specialist means a Doctor who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy the hospital that the appointment is warranted.

Senior Specialist means a Doctor who in addition to the qualifications for a Specialist role has

- not less than three years practical experience in that specialty after obtaining the higher qualification, or
- sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.

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

Principal Specialist means a Doctor appointed as such by the Hospital.

In addition to the qualifications for a Specialist role they must have

- not less than nine years practical experience in that specialty after obtaining the higher qualification, or

- sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.

A Doctor appointed as a head of department or unit in a teaching hospital Group 1A or Group 1B will be paid no less than a Principal Specialist Level 2.

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

Executive Specialist means a Doctor appointed as such by the Hospital.

An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2.

Examples of such responsibility could include:

- Responsibility over a range of units/departments
- Direct supervision of a number of Principal Specialists Level 2
- Required to serve on the Executive Management Team of the Hospital
- Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

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

Medical Directors Stream

Director of Medical Services means a Doctor appointed as the Director of Medical Services (however styled) of a Hospital, provided that a Director of Medical Services appointed to a Group 1A or 1B Hospital will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy the Hospital that he/she had sufficient experience in his/her specialty to satisfy the Hospital

Deputy Director of Medical Services means a Doctor appointed as Deputy to a Director of Medical Services

		Rates Of Pay				
Operative Date	1/7/01	1/7/02	1/1/03	1/1/04	1/1/05	
HMO						
1st Year Intern	\$739.20	\$ 761.40	\$ 784.20	\$ 807.70	\$ 831.90	
2nd Year Resident	\$812.50	\$ 836.90	\$ 862.00	\$ 887.90	\$ 914.50	
3rd Year Resident	\$864.10	\$ 890.00	\$ 916.70	\$ 944.20	\$ 972.50	
4th Year Resident	\$936.90	\$ 965.00	\$ 994.00	\$1,023.80	\$1,054.50	
Medical Officer						
1st Year as such	\$1,143.20	\$1,177.50	\$1,212.80	\$1,249.20	\$1,286.70	
2nd Year as such	\$1,215.10	\$1,251.60	\$1,289.10	\$1,327.80	\$1,367.60	
3rd Year as such	\$1,286.40	\$1,325.00	\$1,364.80	\$1,405.70	\$1,447.90	
4th Year as such	\$1,358.10	\$1,398.80	\$1,440.80	\$1,484.00	\$1,528.50	
5th year as such	\$1,429.40	\$1,472.30	\$1,516.50	\$1,562.00	\$1,608.90	
Solely Admin	\$1,429.40	\$1,472.30	\$1,516.50	\$1,562.00	\$1,608.90	
6th year as such and thereafter*	\$1,515.20	\$1,560.70	\$1,607.50	\$1,655.70	\$1,705.40	
Senior MO*	\$1,606.70	\$1,654.90	\$1,704.50	\$1,755.60	\$1,808.30	
Registrar						
1st Year as such	\$1,142.50	\$1,176.80	\$1,212.10	\$1,248.50	\$1,286.00	
2nd Year as such	\$1,202.00	\$1,238.10	\$1,275.20	\$1,313.50	\$1,352.90	
3rd Year as such	\$1,270.80	\$1,308.90	\$1,348.20	\$1,388.60	\$1,430.30	
4th Year as such and thereafter	\$1,319.10	\$1,358.70	\$1,399.50	\$1,441.50	\$1,484.70	
Senior Registrar	\$1,385.10	\$1,426.70	\$1,469.50	\$1,513.60	\$1,559.00	
Principal Registrar	\$1,575.70	\$1,623.00	\$1,671.70	\$1,721.90	\$1,773.60	
Specialist						
1st year as Specialist	\$1,567.10	\$1,614.10	\$1,662.50	\$1,712.40	\$1,763.80	
2nd year as Specialist	\$1,597.50	\$1,645.40	\$1,694.80	\$1,745.60	\$1,798.00	
3rd year as Specialist	\$1,627.80	\$1,676.60	\$1,726.90	\$1,778.70	\$1,832.10	
Senior Specialist						
4th year as Specialist	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80	
5th year as Specialist	\$1,804.30	\$1,858.40	\$1,914.20	\$1,971.60	\$2,030.70	
6th year as Specialist	\$1,874.80	\$1,931.00	\$1,988.90	\$2,048.60	\$2,110.10	
7th year as Specialist	\$1,947.80	\$2,006.20	\$2,066.40	\$2,128.40	\$2,192.30	
8th year as Specialist	\$2,023.80	\$2,084.50	\$2,147.00	\$2,211.40	\$2,277.70	
9th year as Specialist and thereafter*	\$2,063.50	\$2,125.40	\$2,189.20	\$2,254.90	\$2,322.50	
Principal Specialist						
Level 1 - bottom of range xxx	\$2,103.20	\$2,166.30	\$2,231.30	\$2,298.20	\$2,367.10	
Level 1 - top of range	\$2,238.20	\$2,305.30	\$2,374.50	\$2,445.70	\$2,519.10	
Level 2 - bottom of	\$2,185.60	\$2,251.20	\$2,318.70	\$2,388.30	\$2,459.90	

range
Level 2 - top of range \$2,238.20 \$2,305.30 \$2,374.50 \$2,445.70 \$2,519.10

xxx

Executive Specialist

Bottom of Range \$2,238.20 \$2,305.30 \$2,374.50 \$2,445.70 \$2,519.10
Top of Range \$2,574.00 \$2,651.20 \$2,730.70 \$2,812.60 \$2,897.00

Director Medical Services

DIR MED SER G1A Y1	\$2,103.20	\$2,166.30	\$2,231.30	\$2,298.20	\$2,367.10
DIR MED SER G1A Y2	\$2,195.90	\$2,261.80	\$2,329.70	\$2,399.60	\$2,471.60
DIR MED SER G1A Y1+Q	\$2,195.90	\$2,261.80	\$2,329.70	\$2,399.60	\$2,471.60
DIR MED SER G1A Y2+Q	\$2,292.60	\$2,361.40	\$2,432.20	\$2,505.20	\$2,580.40
DIR MED SER G1B Y1	\$2,023.80	\$2,084.50	\$2,147.00	\$2,211.40	\$2,277.70
DIR MED SER G1B Y2	\$2,103.20	\$2,166.30	\$2,231.30	\$2,298.20	\$2,367.10
DIR MED SER G1B Y1+Q	\$2,103.20	\$2,166.30	\$2,231.30	\$2,298.20	\$2,367.10
DIR MED SER G1B Y2+Q	\$2,195.90	\$2,261.80	\$2,329.70	\$2,399.60	\$2,471.60
DIR MED SER G2 Y1	\$1,874.80	\$1,931.00	\$1,988.90	\$2,048.60	\$2,110.10
DIR MED SER G2 Y2	\$1,947.80	\$2,006.20	\$2,066.40	\$2,128.40	\$2,192.30
DIR MED SER G2 T/A	\$2,023.80	\$2,084.50	\$2,147.00	\$2,211.40	\$2,277.70
DIR MED SER G2 Y1+Q	\$1,947.80	\$2,006.20	\$2,066.40	\$2,128.40	\$2,192.30
DIR MED SER G2 Y2+Q	\$2,023.80	\$2,084.50	\$2,147.00	\$2,211.40	\$2,277.70
DIR MED SER G2 T/A+Q	\$2,103.20	\$2,166.30	\$2,231.30	\$2,298.20	\$2,367.10
DIR MED SER G3 Y1	\$1,567.10	\$1,614.10	\$1,662.50	\$1,712.40	\$1,763.80
DIR MED SER G3 Y2	\$1,671.60	\$1,721.70	\$1,773.40	\$1,826.60	\$1,881.40
DIR MED SER G3 T/A	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80
DIR MED SER G3 Y1+Q	\$1,671.60	\$1,721.70	\$1,773.40	\$1,826.60	\$1,881.40
DIR MED SER G3 Y2+Q	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80
DIR MED SER G3 T/A+Q	\$1,804.30	\$1,858.40	\$1,914.20	\$1,971.60	\$2,030.70
D / DIR MED SER G1A Y1	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80
D / DIR MED SER G1A Y2	\$1,804.30	\$1,858.40	\$1,914.20	\$1,971.60	\$2,030.70
D / DIR MED SER G1A T/A	\$1,874.80	\$1,931.00	\$1,988.90	\$2,048.60	\$2,110.10
D/ DIR MED SER G1A Y1+Q	\$1,804.30	\$1,858.40	\$1,914.20	\$1,971.60	\$2,030.70
D/ DIR MED SER G1A Y2+Q	\$1,874.80	\$1,931.00	\$1,988.90	\$2,048.60	\$2,110.10
D/ DIR MED SER G1A T/A+Q	\$1,947.80	\$2,006.20	\$2,066.40	\$2,128.40	\$2,192.30
D / DIR MED SER G1B Y1	\$1,567.10	\$1,614.10	\$1,662.50	\$1,712.40	\$1,763.80
D / DIR MED SER G1B Y2	\$1,671.60	\$1,721.70	\$1,773.40	\$1,826.60	\$1,881.40
D / DIR MED SER G1B T/A	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80
D/ DIR MED SER G1B Y1+Q	\$1,671.60	\$1,721.70	\$1,773.40	\$1,826.60	\$1,881.40
D/ DIR MED SER G1B Y2+Q	\$1,736.80	\$1,788.90	\$1,842.60	\$1,897.90	\$1,954.80
D/ DIR MED SER G1B T/A+Q	\$1,804.30	\$1,858.40	\$1,914.20	\$1,971.60	\$2,030.70
D / DIR MED SER G2 Y1	\$1,459.00	\$1,502.80	\$1,547.90	\$1,594.30	\$1,642.10
D / DIR MED SER G2 Y2	\$1,512.10	\$1,557.50	\$1,604.20	\$1,652.30	\$1,701.90
D / DIR MED SER G2 T/A	\$1,567.10	\$1,614.10	\$1,662.50	\$1,712.40	\$1,763.80
D/ DIR MED SER G2 Y1+Q	\$1,512.10	\$1,557.50	\$1,604.20	\$1,652.30	\$1,701.90
D/ DIR MED SER G2 Y2+Q	\$1,567.10	\$1,614.10	\$1,662.50	\$1,712.40	\$1,763.80
D/ DIR MED SER G2 T/A+Q	\$1,627.90	\$1,676.70	\$1,727.00	\$1,778.80	\$1,832.20

D / DIR MED SER G3 Y1	\$1,358.60	\$1,399.40	\$1,441.40	\$1,484.60	\$1,529.10
D / DIR MED SER G3 Y2	\$1,407.80	\$1,450.00	\$1,493.50	\$1,538.30	\$1,584.40
D / DIR MED SER G3 T/A	\$1,459.00	\$1,502.80	\$1,547.90	\$1,594.30	\$1,642.10
D/ DIR MED SER G3 Y1+Q	\$1,407.80	\$1,450.00	\$1,493.50	\$1,538.30	\$1,584.40
D/ DIR MED SER G3 Y2+Q	\$1,459.00	\$1,502.80	\$1,547.90	\$1,594.30	\$1,642.10
D/ DIR MED SER G3 T/A+Q	\$1,512.10	\$1,557.50	\$1,604.20	\$1,652.30	\$1,701.90

* These rates are included for purposes of calculating subsequent rates. The classifications were introduced as from 1/7/2002.

Visiting Medical Officer Rates

The following tables show agreed variations to the rates recommended by Commissioner Blair in C No. 33251 of 2000.

1/7/2002	0.1 - 7	7.1 - 10.5	10.6 - 14	14.1 - 17.5	17.6+
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$105.85
Principal Specialist					
Level 1 Bottom of Range	\$102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$109.30
Level 1 Top of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Level 2	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Executive Specialist					
Bottom of Range	\$105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$113.00
Top of Range	\$120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$129.20

1/1/2003	0.1 - 7	7.1 - 10.5	10.6 - 14	14.1 - 17.5	17.6+
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$105.50
9th year as Specialist and thereafter	\$101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$109.00
Principal Specialist					

Level 1 Bottom of Range MS26	\$105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Level 2 MS27	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Executive Specialist					
Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

1/1/2004	0.1 - 7	7.1 - 10.5	10.6 - 14	14.1 - 17.5	17.6+
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$105.00
8th year as Specialist	\$101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$108.70
9th year as Specialist and thereafter	\$104.90	\$ 105.70	\$ 108.40	\$ 110.20	\$112.30
Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$ 113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

1/1/2005	0.1 - 7	7.1 - 10.5	10.6 - 14	14.1 - 17.5	17.6+
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10
7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70
Principal Specialist					
Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Executive Specialist					
Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50

Top of Range	\$131.60	\$	132.80	\$	136.00	\$	138.60	\$141.20
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Attachment 2 – Relevant 1999 Heads of Agreement Clauses

- (3) Variation of fractions and non renewal of contracts will not be harsh, unjust or unreasonable, and that contracts of no less than three (3) years are standard save for contracts for HMOs and any other identifiable and appropriate circumstance. Appropriate circumstances do not include circumstances where a short term contract extension is used as a device to avoid responsibilities under what is in effect an ongoing employment relationship.
- (5) Parental and Adoption Leave will be available to medical staff in accordance with Schedule 1A of the Workplace Relations Act 1996, except that 2 weeks maternity leave paid at the ordinary time rate shall be granted in addition to basic entitlements under the Act.
- (6) The current Long Service Leave clauses in the former Hospital Medical Officers Award and Hospital Specialists and Medical Administrators Award shall be applied to all medical staff.
- (7) An Officer, who commences Parental Leave, will not break continuity of service by any period of absence from employment between engagements not exceeding the periods set out in the Parental Leave provisions. Any period of such absence which is unpaid will not count as service.