

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

WORKPLACE RELATIONS ACT 1996

MULTI- EMPLOYER CERTIFIED AGREEMENT 1999

**Health Industry
Melbourne November 2000**

PART 1 – APPLICATION

1. Title

This Agreement shall be called the Australian Medical Association (Victoria) Limited, Australian Salaried Medical Officers Federation Victorian Branch, Victorian Public Health Sector (Hospital Medical Officers) Multi-Employer Certified Agreement 1999. This Agreement supersedes all existing awards and agreements between the parties.

2. Arrangement

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3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period of three years from 1 July 1999

4. DEFINITIONS

- (a) "Hourly rate" means one thirty-eighth of the appropriate weekly rate for Hospital Medical Officers and Hospital Senior Medical Officers and one forty third of the appropriate weekly rate for Registrars, Senior Registrars and Principal Registrars.
- (b) "Officer" means a registered medical practitioner appointed to a Hospital as a Hospital Medical Officer, Hospital Senior Medical Officer, Registrar, Senior Registrar or Principal Registrar and those Officers enrolled with the Royal Australian College of General Practice Training Program.
- (c) "Experience" means service as a full-time or part-time Officer allowing that-

- (i) where working hours are an average of 24 hours per week or less in a year, a further twelve months shall be required to be worked before advancement to the next experience increment;
 - (ii) if not regularly employed as a medical practitioner, or has not actively practised for a period of five years or more, prior service and experience shall not be taken into account;
 - (iii) experience for the purpose of this clause shall be any experience as a medical practitioner in Australia or in any country from where qualifications are accepted by the Medical Board of Victoria, for the purposes of full registration;
 - (iv) a year of experience will consist of 52 or 53 weeks (in order to even out rosters) after which an Officer shall proceed to the next year of experience;
- (d) "Higher Qualifications" " " means qualifications obtained by a medical practitioner subsequent to graduation, and includes –
- (i) post-graduate university degrees and diplomas for the purposes of registration as a medical specialist in Australia;
 - (ii) membership or fellowship of a recognised college or association of specialists for the purposes of registration as a medical specialist in Australia;
 - (iii) any other post-graduate qualification for the purposes of registration as a medical specialist in Australia;
 - (iv) the first part or equivalent of a higher qualification as defined in this Agreement.
- (e) "Registrar" is a doctor with three or more years of experience appointed to an accredited post for specialist training or who may hold a post designated as such by a Hospital. In the latter case the Hospital must advise the AMA.
- (f) "Hospital Medical Officer" (HMO) is a doctor employed during his first three years experience.
- (g) "Hospital Senior Medical Officer" (HSMO) is a doctor with three or more years experience and who is employed in a non-specialist or non-training position. Such doctors shall not be subject to the period of appointment provisions of the Conditions of Service clause.
- (h) "Hospital" means any Health Service or Hospital, or their successors in law, which is a party to this Agreement by virtue of its inclusion in Schedule B or C of this Agreement.
- (i) "Senior Registrar" is a Registrar who has successfully undertaken 4 years of accredited Registrar training leading towards their Fellowship. The Senior Registrar rate is also to be paid to officers in their 5th year who have successfully undertaken 4 years of accredited Registrar training some of which is in another discipline. They will not, however, be entitled to use the title of Senior Registrar.
- (j) "Principal Registrar" is a Registered Medical Practitioner 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. The role requirements of a Principal Registrar comprehend a depth and range of duties and degree of responsibility that are greater than for other Registrars in that discipline. The employers acknowledge that the role of the Principal Registrar can be a valuable one and will actively continue with the work towards creating such positions when the need arises.

This principle is agreed and the parties have agreed to examine in which manner this principle can be applied to a diverse range of clinical disciplines, eg: Psychiatry. This exercise shall be undertaken by a mutually agreed expert panel that shall finalise its deliberations within the 1st six months of this agreement.

Those Officers classified as Senior Registrar at 30 June 1999 shall be reclassified as Principal Registrars and be remunerated as such in accordance with this Agreement.

- (k) "Duty hours" are those for which an officer is rostered and paid by the hospital.
- (l) "Week" shall be midnight Sunday to midnight Sunday.
- (m) "Association" " means the Australian Medical Association (Victoria) Limited or the Australian Salaried Medical Officers Federation (Victorian Branch).

5. INCIDENCE AND PARTIES BOUND

The parties to this Agreement are the:

- (i) Hospitals and Health Services, which are members of the Victorian Hospital's Industrial Association as listed at Schedule B;
- (ii) Employees of the Hospital who are employed in the capacity of Hospital Medical Officers, Hospital Senior Medical Officers and Registrars by the agencies listed at Schedule B; and
- (iii) The Australian Salaried Medical Officers Federation (ASMOF) Victorian Branch; and
- (iv) The Australian Medical Association (Victoria) Limited.

6. RENEWAL OF AGREEMENT

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

7. SAVINGS

Nothing in this Agreement shall effect any condition of employment which is superior to any term or condition pursuant to this agreement which an officer was entitled to prior to this Agreement.

8. NO EXTRA CLAIMS

The Parties undertake that during the life of this Agreement there shall be no further wage increases sought or granted except as provided for under the terms of this Agreement.

PART 2 – RATES OF PAY AND SPECIAL CONDITIONS

9. RATES OF PAY

(a) Rates of Pay

The rates of pay provided by this Agreement (as set out in Schedule A) derive from:

- (i) The Heads of Agreement entered into by the parties in June 1999, which provided three percent increases from the first pay period on or after 1 July 1999, and
 - (ii) Increases recommended by Commissioner Blair on 27 June 2000 in respect of revised rates arising from the effects of changed FBT legislation operative from 1 April 2000. These proceedings arose in the context of the Ministerial Review into the Victorian Public Health Medical Staff.
- (b) Officers under this Agreement shall be paid the appropriate wage set out herein for the relevant classification.
- (c) An officer, however styled, employed solely in an administrative position, except where covered by another medical award shall be paid as a Hospital Senior Medical Officer, fifth year of experience.
- (d) All officers under this Agreement shall be paid the correct year of experience as a medical officer (except for those exempted under sub-clause (c) above), however they are styled or titled. This includes Medical Fellow, Research Fellow or similar titles.
- (e) Where duty performed attracts more than one penalty, the higher only shall be applied. Penalties shall be applied to the wages set out in Schedule A, but shall not apply to allowances. For the purposes of this sub-clause, the term penalty shall include overtime.

10. ANNUAL LEAVE

- (a) Officers shall be entitled to five weeks' paid annual leave save that an Officer who is not required to work in excess of 38 hours a week (or 43 hours in the case of Registrars) throughout the year and who is not required to work and who does not work ordinary hours on more than ten weekends during the annual leave year shall be entitled to four weeks' annual leave. A weekend shall be a Saturday or Sunday or both.
- (b) An Officer in the first year of experience as a Hospital Medical Officer may take up to four weeks of leave, as rostered by the Hospital after the initial three months of appointment, save that the Officer may take all or part of such leave earlier provided that leave so taken is agreed to by the Officer and Hospital.
- (c) All other Officers may take annual leave either during or after the year in which their entitlement to leave accrues.
- (d) Leave may be taken in several periods but on at least one occasion three weeks leave shall be taken at the one time.
- (e) Except where the Officer otherwise agrees, annual leave shall be taken within six months from the time leave becomes due. The Hospital shall give the Officer at least four weeks' notice of the date from which the annual leave (or part thereof) shall be taken.

- (f) Prior to going on leave Officers shall be paid their ordinary pay for the period of leave.
- (g) Where annual leave or part thereof has not been taken and an Officer's appointment has terminated without reappointment to the same Hospital, the Officer shall on termination be paid in lieu of the untaken leave. Should such termination without reappointment occur otherwise than at the conclusion of a twelve month period, payment shall be pro rata.
- (h) Where an Officer becomes sick whilst on annual leave for a period of not less than five days on which the Officer would otherwise have worked, and forwards to the Hospital within seven days a certificate of a qualified medical practitioner, not being the Officer, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the Officer's credit, and shall be re-credited to the Officer's annual leave entitlement.
- (i) For the purposes of this clause "ordinary pay" shall mean the wages and allowances paid on the average for the period in which the Officer's annual leave or termination pay accrued, calculated as follows:
 - (i) If the Officer worked 60 hours or more the Officer shall be paid 38 hours at single time and 22 hours at time and a quarter based on the rates as set out in this agreement for each week of leave.
 - (ii) If the Officer worked less than 60 hours but at least 48 hours the Officer shall be paid 48 hours at single time for each week of leave.
 - (iii) Otherwise, the Officer shall be paid at the rate of single time for 38 hours for each week of leave.

With respect to Registrars, Senior Registrars and Principal Registrars 38 hours and 22 hours shall be replaced by 43 hours and 17 hours respectively.

11. ADVERTISEMENT OF POSITIONS

Any notice, circular or advertisement for a position covered by this Agreement shall specify the salary and classification applicable.

12. BOARD AND LODGING

- (a) Where the Hospital provides single board and lodging, the wage rates prescribed shall be reduced by the following amounts per week:

Officers in self-contained furnished accommodation	\$50.00
Others	\$30.00
Married quarters	\$60.00

and except where the Officer purchases his meals at ruling cafeteria rates by an additional amount of \$15.00. Provided however that where an Officer living out at a parent Hospital is seconded to another Hospital, where the Officer lives in, the wage rates prescribed by this Agreement shall be reduced by an amount not exceeding \$5.00 per week during the period of secondment and except where the Officer purchases meals at ruling cafeteria prices, by an additional amount of \$15.00.

- (b) Where a single Officer requests in writing accommodation of a higher standard than as provided for in the Living Facilities clause, then the rental and other charges shall be fixed by the Hospital, but shall not exceed prevailing market rates.
- (c) Indexation. All rates in this clause shall be subject to automatic indexation, consistent with percentage increases of State wage decisions. Where flat rate increases are ordered, the increase expressed as a percentage of HMO Year 1 weekly rate of pay (set out in Schedule A of this Agreement) shall be applied. The date of the increases will be the same as the date of operation of the wage increase.

13. CONDITIONS OF SERVICE

Employment under this Agreement shall be between the Officer and the Hospital.

The period of engagement shall be for one hundred and fifty-six calendar weeks, but in no case less than fifty-two weeks, unless otherwise specifically stated, and the following provisions shall apply:

- (a) The Hospital appoints the Officer to provide medical services including the keeping and maintaining of adequate medical records for persons (hereinafter called patients) coming under the responsibility of the Hospital and may require the Officer to spend not more than one-third of the total period of the appointment at another Hospital separate from the parent Hospital as arranged by the Hospital concerned. Provided that if the post is so advertised or there is subsequent mutual agreement this period may be extended. Separate campuses of amalgamated hospitals shall be deemed to be the one hospital.
- (b) The Hospital appoints the Officer on the basis that the whole of the Officer's duty hours shall be devoted to the duties of the appointment.
- (c) The Officer shall not without the consent of the patient, divulge any information which that Officer has acquired in attending a patient, and which was necessary to enable the Officer to prescribe or act for the patient to any person other than the Director of Medical Services or other medical and nursing staff of the Hospital.
- (d) Notwithstanding the provisions of sub-clause (c) an Officer may be required for a medico-legal purpose to disclose to the Hospital any information relating to the mental or physical condition of a person who is or was a patient of the Hospital and such Officer shall make such disclosure in accordance with the requirement.

14. DRESSING ROOMS

Dressing rooms, rest rooms, bathrooms or shower rooms shall be provided for non-resident officers. Changing rooms with individual full-length lockers shall be provided for officers on duty who do not live in.

15. DUTY ROOM

Where an Officer is rostered for a period of twelve hours or more and that rostered period commences after 6.00 p.m., the Hospital shall make available to the Officer for the whole of such period of duty –

- (a) a separate reasonably furnished bedroom with adequate heating and cooling facilities, including a study desk, chair and study light;

- (b) reasonable provisions for the preparation of light refreshments by Officers;
- (c) reasonable provision for laundering, drying and ironing of personal clothing by Officers;
- (d) rooms fully cleaned and beds made.

16. EXAMINATION LEAVE

- (a) Officers shall be granted leave with full pay in order to attend any examination within Australia and New Zealand necessary to obtain higher qualifications as defined and also any examination for registration to enable post-graduate studies in the United States of America. At least two weeks' notice in writing of any such examination shall be given by the Officer to the Director of Medical Services.
- (b) The amount of leave to be granted shall be such as to allow the Officer to travel to and return from the centre at which the examination is to be held. At least three clear days shall be allowed as time off for pre-examination study, immediately prior to each presentation.
- (c) Leave with pay granted under the provisions of this clause shall not exceed eight rostered working days in any year.
- (d) Any leave granted under the provisions of this clause shall be in addition to the annual leave provisions.
- (e) Subject to sub-clause (c) of this clause, paid leave shall be granted for any conference or seminar, the attendance at which is a requirement for the sitting of an examination leading to higher qualifications, as defined.
- (f) Hospital Registrars and Hospital Medical Officers may be granted up to three 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 in order to fulfil the training requirements of their respective colleges and also to meet the demands of the unit for whom they are working.
- (g) An Officer on examination leave shall be paid according to the roster or projected roster except for overtime and penalty rates.

17. FULL-TIME, PART-TIME AND CASUAL EMPLOYMENT

(a) Full-time Employment

A full-time Officer is one who is ready, willing and available to work a full week of 38 hours in respect to Hospital Medical Officers and Hospital Senior Medical Officers and 43 hours in respect to Registrars, Senior Registrars and Principal Registrars at the times and during the hours prescribed by the employer.

(b) Part-time Employment

A part-time Officer is one who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding 38 hours in any one week in respect to Hospital Medical Officers and Hospital Senior Medical Officers and not exceeding 43 hours in respect to Registrars, Senior Registrars and Principal Registrars. Such Officer shall be paid per hour worked, an amount equal to one-thirty-eighth (1/38th) or one-forty third (1/43rd) as the case may be of the weekly rate of pay appropriate to the employee's classification and payment in respect of any period of annual leave or long service leave or other Agreement provisions to which an employee may become entitled shall be on a pro-rata basis.

(c) Casual Employment (HMO and HSMO classifications only)

A casual Officer is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements without the requirement of prior notice by either party. A casual Officer shall be paid one-thirty-eighth (1/38th) of the weekly rate of pay appropriate to the year of experience plus 25 per cent. Such Officers shall not be entitled to the benefit of the following clauses: Annual Leave, Sick Leave, Compassionate Leave, Examination Leave, Long Service Leave or Parental Leave.

18. GRIEVANCE PROCEDURE

All parties agree that they will promptly resolve any industrial dispute by informal conciliation without resort to industrial action of any kind by Officer's or stand downs by the Hospital; and intend that most issues will be resolved informally between an Officer and the Officer's immediate supervisor.

Continuing to Work During a Dispute

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

Process of Dispute Resolution

- (a) The Officer shall attempt to resolve the grievance directly with their Unit Head. The Officer and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.
- (b) If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Officer and, if the Officer elects, an AMA representative or another person of the Officer's choosing.
- (c) For the purposes of mediation and conciliation a party may apply to the Australian Industrial Relations Commission for a Board of Reference to be established. The Board of Reference will consist of one person to be from time to time appointed 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 Australian Industrial Relations Commission 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 the operation of sub-clause (c) above will be undertaken by the parties. The review will be finalised three months prior to the expiry of this agreement.

- (d) 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*.

Every effort will be made to ensure that any grievance, including those relating to the work required, overtime, and unrostered hours and the appropriate rate of payment as specified in this Agreement will be resolved under this clause within seven days or as close to seven days as practical circumstances will allow.

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

19. HIGHER DUTIES

Any Officer engaged in the full duties on any one day or shift for more than two hours on duties carrying a higher rate than the classification in which the Officer is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification. If so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

20. INCIDENTAL AND PERIPHERAL DUTIES

A Hospital may direct an officer to carry out such duties as are within the limits of the officer's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.

21. INDUSTRIAL HARASSMENT

- (A) An employer shall not dismiss or threaten to dismiss an officer or injure or threaten to injure an officer in terms of employment or alter the officer's position or threaten to alter that position to the officer's detriment, by reason of the circumstances that the officer -
- (i) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the Association;
 - (ii) is entitled to the benefits of this industrial agreement; or has asked to receive such benefit;
 - (iii) has appeared or proposes to appear as a witness or has given or proposes to give evidence in a proceeding under the Workplace Relations Act 1996; or
 - (iv) being a member of the Association which is seeking better industrial conditions, is dissatisfied with employment conditions; or
 - (v) was, after giving reasonable notice to the employer of such intention, absent from rostered duty though engaged in duties as a member of a Board of Reference, or
 - (vi) was absent from rostered duty if –
 - (a) such absence was for the purpose of carrying out duties or exercising rights as an officer or delegate of the Association; and
 - (b) the officer applied for leave before such absence and leave was unreasonably refused or withheld; or
 - (vii) being an officer, delegate or member of the Association has done or proposes to do an act or thing which is lawful for the purpose of furthering or protecting the industrial interests of the Association or its members, being an act or thing done within the limits of authority expressly conferred on the officer by the Association in accordance with the rules of the Association.

- (B) The absences referred to in sub-clause (a) hereof, shall not exceed a period of 5 consecutive working days or a total of 5 working days in any 4 week period without a written request from the officer or the Association. Authorisation of any such absences shall not be unreasonably withheld by the Hospital. Provided sufficient and appropriate notice is given, the onus shall be placed on the Hospital to explain the circumstances of any refusal to release the officer from duty as expeditiously as possible.
- (C) The absences referred to above shall be without pay unless otherwise agreed to by the Hospital.

22. JOB SHARING

Nothing in this Agreement shall prevent two Officers sharing a position subject to the approval of the employing Hospital.

23. LIVING FACILITIES

- (a) Where an officer is permitted or required to live in the residential quarters provided by the Hospital, the following facilities shall be provided
- (i) a separate reasonably furnished bedroom with adequate heating and cooling facilities, study desk and lamp;
 - (ii) adequate accommodation for study and recreation which shall be available for the officers' exclusive use;
 - (iii) reasonable provisions for the preparation of light refreshment by Officers;
 - (iv) reasonable provision for the laundering, drying and ironing of personal clothing by officers;
 - (v) adequate car parking facilities where possible for officers living in.
- (b) The Hospital shall respect the privacy of an officer's room and provided there are no exceptional circumstances representatives of the Hospital shall have entry only with the officer's permission. The provisions of this sub-clause do not apply to the routine maintenance of officers' rooms or routine inspections of which notice has been given.

24. MEAL ALLOWANCES

When an Officer works in excess of eleven hours in any twenty-four hour period, the Officer shall be supplied with an adequate meal where the Hospital has its own cooking and dining facilities or be paid meal money of \$5.83. Provided that where a rostered period exceeds sixteen hours in any 24 hour period, a further meal shall be supplied or in lieu meal money of \$4.67 and a further meal shall be supplied or in lieu meal money of \$4.67 every six hours until the shift ends (See Schedule A (b) for movements in meal allowances over the life of this Agreement).

25. NOTIFICATION OF CLASSIFICATION

- (a) Every employer shall notify officers in writing of their classification and terms of employment, on commencement.

- (b) Every employer shall notify officers of any alteration to their classification in writing within 14 days of the operative day of such alteration.

26. ON-CALL

- (a) An on-call period is a period during which an Officer is required by the Hospital to be on-call.
- (b) Each on-call period shall not exceed sixteen hours.
- (c) An Officer shall be paid an allowance equal to 2.5 per cent of the Officer's weekly wage in respect of each on-call period, except on a gazetted public holiday where the allowance will be equal to 3.5%.
- (d) Any Officer on-call for six consecutive periods of sixteen hours must be given twenty-four hours free from call, paid or unpaid according to the roster or projected roster.
- (e) This clause shall not apply to those Officers who receive, whilst on secondment to the Royal Australian College of General Practice Teaching Program, payment on a percentage of fees generated basis for out of hours work.

27. OVERTIME

Duty in excess of 38 hours (43 hours in respect to Registrars, Senior Registrars and Principal Registrars) in any week except where averaged in accordance with the working week clause, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Where an Officer continues authorised duty beyond rostered finishing time, overtime rates will apply.

28. PRIVATE PRACTICE

- (a) For the purpose of this clause "private practice" shall mean the provision of medical services, whether for reward or not, otherwise than as part of the officer's duties.
- (b) An officer who has completed the first year of experience as a Hospital Medical Officer may undertake private practice provided that without the agreement of the Hospital, either generally or in particular instances –
- (i) such practice shall not be carried on during duty hours;
- (ii) such practice shall not involve Hospital property or be conducted in any respect within the precincts of the Hospital.
- (c) Notwithstanding the provisions of this clause, officers may be permitted to be on loan on occasions to other bodies or to medical practitioners by agreement between the Hospital, the other body or medical practitioner and the officer concerned.
- (d) The provisions of this clause apply also to the secondment of officers for service with the Naval, Military or Air Force, other than service under the Defence Act 1903 (Commonwealth).

29.**PUBLIC HOLIDAYS**

- (a) An Officer shall be entitled to the following holidays without deduction of pay New Year's Day, 26 January (Australia Day), the second Monday in March (Labour Day), Good Friday, Easter Monday, 25 April (Anzac Day), the second Monday in June (Queens Birthday), the first Tuesday in November (Melbourne Cup Day) but only in metropolitan municipal districts, Christmas Day, and Boxing Day.

In addition to the above specified days;

- (i) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in (a) above, (c) and (f) below, those days shall constitute additional holidays for the purpose of this agreement.
- (ii) A non-metropolitan Council may, by notice published in the Government Gazette, in each year either appoint another day as a public holiday in its municipal district or in a specified part of its municipal district or appoint no more than another 2 half-days as public half-holidays in its municipal district or in a specified part of its municipal district.
- (b) An Officer who is required to work on a day or part thereof on a public holiday shall be entitled to be paid for the time so worked at the rate of double time and one half or by mutual agreement, one and a half day's shall be added to the Officer's annual leave.
- (c) Any Officer shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered days off.
- (d) When the relevant State Minister proclaims an alternative (or substituted) public holiday for the days listed above, then the alternative (or substituted) day becomes the public holiday.
- (e) An employee who ordinarily works on a Monday to Friday basis.
- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (f) All other employees (including Casual Officers).
- (i) Christmas Day shall be observed on 25 December.
- (ii) Boxing Day shall be observed on 26 December.
- (iii) New Years Day shall be observed on 1 January.
- (iv) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

30. RECALL

- (a) An Officer who is recalled to work outside rostered hours of duty must be paid for the actual time worked, including time reasonably spent in travelling to and returning from work. Each recall shall stand alone with a minimum payment of two hours per recall, calculated at the rate of time and a half for the first two hours and double time thereafter. Except in genuine medical emergency or disaster situation such officer shall not be recalled without the authority of an authorised senior officer of the hospital.
- (b) Any Officer recalled for more than 10 hours shall receive 24 hours free from duty, paid or unpaid according to the roster or projected roster.
- (c) Any Officer not on-call, as defined, shall not be recalled to duty except in a genuine medical emergency or disaster situation. Such officers shall not be recalled without the authority of an authorised senior officer.
- (d) This clause shall not apply to those officers who receive, whilst on secondment to the Royal Australian College of General Practice Teaching Program, payment on a percentage of fees generated basis for out of hours work.

31. ROSTERS

- (a) The ordinary hours of duty of full-time and part-time officers shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to officers to whom it applies.
- (b) A roster of at least twenty-eight days duration setting out officers' daily working hours, commencing and finishing times shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in a genuine medical emergency or disaster situation seven days notice shall be given of a change of roster.
- (d) The roster or rosters shall be drawn up so as to provide at least ten hours off duty between successive ordinary shifts.
- (e) Where an employer requires an officer, without seven days' notice and outside the accepted circumstances prescribed in sub clause (c) above, to perform ordinary duty at other times than those previously rostered, the officer shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2½ per cent of the base rate per shift.

Provided that a part-time officer who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (f) An officer by making a request in writing to the employer, may have the roster altered by mutual agreement.
- (g) Officers (HMO's and HSMO's) shall not be rostered for duty for less than four hours (for full time officers only) or more than sixteen consecutive hours unless agreement is reached between the Hospital, the officer and the Association. Rosters must include all working hours including theatre preparation, ward rounds and discharge summaries.
- (h) Registrars, Senior Registrars and Principal Registrars shall not be rostered for duty for more than 30 consecutive hours, unless agreement is reached between the Hospital, the registrar and the Association. Rosters must include all working hours including theatre preparation, ward rounds and discharge summaries.

- (i) The parties are aware that rosters and design of working arrangements should be implemented in a manner that as far as reasonable and practicable eliminates or minimises the risks to patient care and doctors health and safety.
- (j) Where officers swap previously rostered shifts to suit their own personal commitments, no additional penalties or allowances should be payable other than those which normally have been paid for the hours worked.
- (k) Except as specifically allowed in this clause, nothing in this clause shall operate to affect the fourteen days period of notice provision of this clause.

32. SALARY PACKAGING

- (a) By agreement with the staff member, the current rate of pay specified in the Award or Certified Agreements may be salary packaged in accordance with the Hospital's Salary Packaging program.
- (b) It is the intention of the Hospital, as far as possible, that the Hospital maintains a worthwhile salary packaging program for all employees. However if legislative or other changes have the effect of increasing the cost of packaging to the Hospital, these costs shall either be paid by the employee participating in packaging or the arrangement shall be ceased by the Hospital.

33. SATURDAY AND SUNDAY WORK

- (a) Payment for all ordinary work performed between midnight Friday and midnight Sunday (inclusive) shall be paid for at the rate of time and one half.
- (b) If the Saturday or Sunday duty involves duty in excess of the prescribed ordinary rostered hours the excess period shall be paid according to the Overtime Clause.

34. SECONDMENT TO OTHER HOSPITALS (ROTATIONS)

- (a) Where an officer is seconded for service to any other Hospital or health institution in Victoria the officer shall remain in the employ of the parent Hospital at which the officer was engaged prior to secondment. The parent Hospital shall remain responsible for the payment of any entitlement accruing to the officer under this agreement with the exception that the payment of wages, overtime and allowances for the period of the secondment shall be the responsibility of the receiving Hospital.
- (b) An officer seconded to a position within Victoria shall be paid an allowance equivalent to the first class return rail fare between the cities of parent and receiving Hospitals -
 - (i) on commencement of the secondment; and
 - (ii) once every 3 weeks of a thirteen week secondment provided that travel to and from the city of the parent Hospital is undertaken at that time; except that
 - (iii) in the case of Mildura Hospital, return economy class airfare shall apply once every 4 weeks of a thirteen week secondment when such travel is undertaken.
- (c) An Officer seconded to a position outside Australia shall be entitled to the economy class return air fare, and for the Officer's spouse and children who on or about the commencement of the Officer's secondment service also travel to the locality of the Officer's secondment.

- (d) An Officer seconded to a position outside Victoria but within Australia shall be entitled to be paid an allowance equivalent to the economy class return airfare.
- (e) An Officer seconded for any period in excess of six weeks to a Hospital or health institution situated more than 50 kms distant from the parent Hospital shall be reimbursed the reasonable actual costs incurred in the removal of personal belongings.
- (f) A married Officer seconded for any period in excess of six weeks to a Hospital or health institution more than 50 kms distant from the parent Hospital shall be entitled to reside in married quarters if available if the Officer so requests.
- (g) A secondment allowance of \$25.75 per week (see Schedule A (b) for movements in this allowance over the life of this Agreement) shall be paid to Officers whilst on secondment to defray expenses incurred through being seconded and to compensate for associated exigencies. The allowance shall be payable from the first week of the secondment and continue for each completed week provided that the Hospital to which the Officer is seconded is located outside a radius of 50 km from the GPO.
- (h) Officers shall not be seconded to a Hospital which does not make available for their use a library and other usual aids to study of a standard laid down by or acceptable to the Hospitals Accreditation Committee of the Medical Board of Victoria.
- (i) Rotation within the one Hospital to another campus within the Hospital is not a secondment.

35. SECONDMENT TO ROYAL AUSTRALIAN COLLEGE OF GENERAL PRACTICE TRAINING PROGRAM

- (a) The Program Teaching Practice shall provide in writing the terms and conditions of secondment one month prior to the medical Officer commencing the term. Such terms and conditions shall include details of -

Rostered hours of work

Educational activities provided

Paid release time for training program educational activities

Name of the doctor in the Practice who will be the designated supervisor. (A supervisor must be available for consultation during all periods of duty.)

The Program Teaching Practice will provide the Parent Hospital with details of leave taken (including sick leave and annual leave) during the general practice secondment. A maximum of 1 week's annual leave may be taken in any 13 week Program Teaching Practice secondment. The Program Teaching Practice shall pay this annual leave entitlement either to the Officer if leave is taken, or to the Parent Hospital for subsequent payment to the Officer when leave is taken.

- (b) The individual Program Teaching Practice shall pay the respective medical Officer for time worked in the period of employment with the Program Teaching Practice.
- (c) The individual Program Teaching Practice shall be responsible for -
 - (i) payment of Sick Leave (to the extent of any credit advised by the parent Hospital) taken whilst the medical Officer is in a period of employment with the Program Teaching Practice; and
 - (ii) pro-rata annual leave payment to the medical Officer, either paid for leave taken or pay an equivalent amount to the parent Hospital;

- (iii) WorkCare cover for the medical Officer during the period of the employment with the Program Teaching Practice.
- (d) An Officer seconded to a Program Teaching Practice situated more than 50 km from the Parent Hospital shall be provided with accommodation including married accommodation if requested during the period of secondment free of charge. Accommodation shall mean married quarters for married Officers accompanied by their family.
- (e) An Officer seconded to a Program Teaching Practice situated more than 50 km distance from their Parent Hospital shall be entitled to the travelling allowance set out in Schedule A and pursuant to the Travelling Allowance Clause 42 for travel between the Parent Hospital and Program Teaching Practice at the commencement and termination of secondment, and once every four weeks of the thirteen week secondment, and for all work required by the practice. Payment shall only be made if travel is undertaken.
- (f) For the purpose of this sub-clause, the "Parent Hospital" will be the Hospital from which the Officer is seconded. In the event that a medical Officer commences the first ever term in Victoria "on secondment" the Parent Hospital shall be that Hospital to which the medical Officer was appointed.

The Parent Hospital shall ensure continuity of employment conditions are met by maintaining such records as are required under the Agreement.

The Parent Hospital shall ensure (subject to the appointment being filled) that secondments to Program Teaching Practices occur and shall not cancel secondments or recall Officers during secondment to meet its own service needs without the agreement of the Royal Australian College of General Practitioners General Practice Teaching Program.

- (g) Out of hours work

The Program Teaching Practice shall pay the Officer for work undertaken in the Program Teaching Practice out of hours or after the completion of 38 hours at the rate of 40% of all fees generated by the Officer. Out of hours shall mean outside the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and 8.00 a.m. to 12.00 noon Saturday. The application of this sub-clause shall disentitle the Officer to any benefit of the on-call or recall provisions of this Agreement.

36. SHIFT PAYMENTS

The following payments, in addition to any other rates prescribed elsewhere in this Agreement, shall be paid as an amount calculated as a percentage of the rates set out in the Rates of Pay (Schedule A) in respect of rostered hours of ordinary duty:

- (a) 2½% - for shifts finishing after 6.00 p.m. or commencing before 6.30 a.m., except for (b) and (c) of this clause;
- (b) 4% - for shifts finishing on the day after the start of duty or commencing after midnight and before 5.00 a.m.; or
- (c) 5% - for shifts permanently worked within the times set out in sub-clause (b) above; permanently worked means any period in excess of four consecutive weeks.

Calculations shall be based on the rate of 1st year of experience of each respective classification or in respect to Senior and Principal Registrar the rate of each of those classifications.

37.**SICK LEAVE**

Officers shall be entitled to 28 working days' sick leave per year, which shall be cumulative from year to year, subject to the following conditions:

- (a) The Hospital may require the sickness to be certified by a legally qualified medical practitioner other than the officer concerned or on three occasions in any one year by production of a Statutory Declaration signed by the employee, in respect of absences not exceeding three consecutive working days.
- (b) Any officer may be absent through sickness for one day without furnishing evidence of such sickness as provided in this sub-clause, on not more than three occasions in any one year of service. However, an officer shall not be entitled to this benefit should the officer fail to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11 a.m. on the day of such absence shall not be required to give such notice before 9 a.m.
- (c) An officer shall not be entitled to sick leave for any period in respect of which such Officer is entitled to compensation under the provisions of the Accident Compensation Act 1985; provided however that the Hospital shall pay to an officer who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay.

When a Hospital pays such difference the officer's sick leave entitlement under this clause shall, for each week during which difference is paid, be reduced by that proportion of one week which the difference bears to full pay.

- (d) An officer who contracts an infectious disease in the course of duty and is entitled to receive workers' compensation, shall have any difference between workers' compensation and full pay made up by the Hospital up to but not exceeding a period of 39 weeks. Payment made pursuant to this sub-clause shall not be debited against any sick leave credit which the officer may have. However, nothing in this clause shall override, or give a benefit in addition to, the Accident Pay provision.
- (e) Where an officer takes up an appointment in a Hospital commencing not more than five weeks after the termination of appointment from another Hospital or community health centre (excluding any period of paid leave) accumulated sick leave up to a maximum of 168 working days shall be credited to the officer on appointment. The Hospital may require an officer to produce a written statement from the previous employer specifying the amount of accumulated sick leave standing to the officer's credit at the time of termination of appointment.
- (f) When a Hospital Medical Officer/Registrar takes sick leave during a period of rostered duty, such period(s) of sick leave shall be paid on the basis of projected roster at single time rates for a maximum of 14 consecutive days and thereafter at the rate of 7.6 hours (for H.M.O.'s) and 8.6 hours (for Registrars) at single time rates for each rostered shift whilst sick.

38.**TECHNOLOGICAL CHANGE**

- (A) Definitions

For the purposes of this clause -

"Technological change" means the introduction, alteration or replacement of scientific instruments, computers (including word processing machines), or work practices ancillary to the use of such equipment, which change, if implemented by an employer, may have material effects in or on the employment of persons to which this Agreement applies.

"Scientific instrument/computer" means an electronic device (including a word processing machine) which is capable of receiving specimens, facts or data, processing or performing calculations on those specimens or data, and delivering answers or information in the required format for use by a person, or to control the operations of other machines, scientific instruments or computers.

"Material effects" means the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of hours of work, and the need for retraining or transfer of Officers to other work or locations.

"Employer" means the employing institution and/or the authorised agent of this institution who is responsible for the performance of any act coming within the meaning of this clause.

(B) Notification

When the employer instructs or commissions Officers, consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological change or where he personally commences such an investigation, shall notify –

- (i) the Executive Director of the Australian Medical Association (Victoria) Limited; and
- (ii) in any case where the employer is able to identify the Officers who may be materially affected in their employment by the change, those Officers -

that the investigation is being undertaken, and shall specify the employer's principal objective or objectives of such investigation.

(C) Consultation During Feasibility Investigation

During the course of any feasibility investigation, the employer shall -

- (i) keep the Association and the Officers who have been notified informed of; and
- (ii) when requested in writing by the Association or by such Officers or any of them to do so, consult with them about -

any technological change being considered, any material effects which might ensue and alternative proposals which might eliminate or lessen such effects.

(D) Decision to Implement

- (i) If an employer decides to implement technological change it shall notify the Association and the Officers who may be materially affected in their employment by the change, as soon as possible thereafter.
- (ii) After notifying the decision, the employer will inform the Association, and the Officers who have been notified, of the nature and extent of likely material effects and will consult with them about the proposed change, the reasons for it and any alternative proposals which, if implemented, might eliminate or lessen likely material effects.

(E) Information

In providing information to the Officers and the Association, the employer shall indicate the source thereof and provide such technical data as will allow evaluation of the likely material effects of any proposal for technological change. The information provided pursuant to this clause shall not be divulged to any other employer nor used for any purpose other than the making of the said evaluation.

(F) Method of Notification

- (i) All notifications and information to the Association will be addressed in writing to the Executive Director or to such other official thereof as designated by the said Executive Director.
- (ii) All notifications and information to Officers shall be in writing.

(G) Consultations

All consultation between the Association and the employer will take place at the employer's place of business during the usual office hours or at such time or times and place as are agreed upon, or in the absence of agreement as are specified by the employer.

39. TELEPHONE ALLOWANCE

Where a hospital requires an Officer to be on call it will pay to maintain a telephone and the hospital shall refund the subsequent rental charges on production of receipted accounts. Where the hospital provides a mobile telephone or a message pager the benefits of this clause shall not apply.

40. TERMINATION OF APPOINTMENT

An appointment may be terminated -

- (a) by mutual agreement;
- (b) at the end of a period of appointment;
- (c) by the Hospital in the event of misconduct, malpractice, neglect of duty or breach of any condition of appointment after the Hospital has made careful enquiry into any matter alleged against the officer and has heard whatever statement the officer may wish to make relative to that matter and against such termination or has given the officer a reasonable opportunity to make such a statement. The officer may be assisted in making any statement or submission by a representative of the Association;
- (d) where an officer's appointment exceeds one year, except when the conduct of the practitioner justifies instant dismissal, at least four weeks' notice of termination of employment shall be given by either the hospital or the practitioner, or four weeks wages paid or forfeited as the case may be in lieu of such notice, except that the period of notice may be reduced by mutual agreement.

41. TRAVELLING ALLOWANCE

- (a) An Officer who is required to use personal transport in the course of duties or is recalled to work outside ordinary rostered hours and who uses personal transport from home to the place of work and return, shall receive an allowance at the following rate: a vehicle of 3.8 litres and over = 60.0 cents per km and less than 3.8 litres = 49.4 cents per km. The onus of supporting the claim shall lie with the officer (See Schedule A (b) for movements in travelling allowance over the life of this Agreement).
- (b) An Officer so recalled who does not use personal transport shall be provided at the expense of the employer with suitable return transport.

42. UNIFORMS AND LAUNDRY

- (a) Each officer shall be supplied with sufficient suitable and serviceable uniforms which shall be laundered at the expense of the hospital. Such uniforms remain the property of the hospital concerned and must be returned at the completion of the officer's period of service at that hospital. For the purposes of this clause, the hospital may deem white coats to constitute a uniform.
- (b) In lieu of supplying uniforms, the Hospital may pay an allowance of \$5.15 per week to the officer and either launder or pay for the laundry of such uniform. This allowance shall be paid during all absences on leave except absence on long service leave and sick leave beyond twenty-one days (See Schedule A (b) for movements in this allowance over the life of the Agreement).

43. WORKING WEEK

- (a) For HMO's and HSMO's a week's ordinary duty shall consist of 38 hours or be an average of 38 hours per week up to four weeks, or by mutual agreement a longer period. Subject to the roster provisions of this agreement no more than 38 ordinary hours may be worked in any week, except as averaged above.
- (b) For HMO's and HSMO's the 38 ordinary hours of duty and any required extra duty (other than on-call and/or recall) shall be worked in rostered periods as designated, each period being continuous notwithstanding meal intervals of not less than thirty minutes duration necessarily taken which shall count as time worked unless the Officer is unavailable to answer calls during such meal intervals.
- (c) Except with the written consent of the Officer concerned, no medical Officer shall exceed 75 hours in any period of seven consecutive days nor more than 140 hours in any fourteen consecutive days or 280 hours in any period of twenty-eight consecutive days.
- (d) All Officers shall receive three and one half clear days off in each two week period, two of which days shall be consecutive. The remainder shall be one and a half days off or three half days off. Half days off shall not be less than four hours duration. In the case of Officers on night shift, an equal number of nights off shall be granted.
- (e) Hospital Registrars, Senior Registrars and Principal Registrars will work a 43 hour week which will include a 5 hour training component (which is not to include service), the content of which must be agreed between the registrar and the hospital.
- (f) With respect to overtime, annual leave and any other entitlement applicable to Registrars, Senior Registrars and Principal Registrars, 38 hours and 1/38th shall be taken to mean as 43 and 1/43rd, respectively. For the purpose of the Annual Leave clause, 38 hours and 22 hours shall be replaced by 43 hours and 17 hours respectively.
- (g) Nothing in this Agreement shall prevent an officer working reasonable and authorised overtime and other penalty hours.

PART 3 – GENERAL CONDITIONS

44. ACCIDENT PAY

(A) An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

(B) **Definitions**

For the purposes of this clause, the following Definitions shall apply:

(i) Act means the *Workers Compensation Act (Victoria) 1958* as amended from time to time, or in respect of an injury occurring on or after 4.00pm on the 1st September, 1985, the *Accident Compensation Act (Victoria) 1985* as amended from time to time.

(ii) Injury means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

(iii) **Accident Pay**

(a) **Total incapacity**

Where an employee is or is determined to be totally incapacitated within the meaning of the Act, the term accident pay means a weekly payment of an amount representing the difference between:

(i) the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week, and

(ii) the total weekly award rate, as varied from time to time, and any over award payment being paid to the employee at the date of the injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer shall not be taken into account.

(b) **Partial incapacity**

Where an employee is partially incapacitated within the meaning of the Act, the term accident pay means a weekly payment of amount representing the difference between:

(i) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning.

(ii) the total weekly award rate, as varied from time to time, and any weekly over award payment being paid to the employee at the date of injury and which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

(c) **Payment for part of a week**

Where an employee is incapacitated, either totally or partially, for part of a week, such an employee shall receive pro rata accident pay for that part of the week.

(C) **Qualifications for payment**

Subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by their employer who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of the employer, provided that:-

- (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to clause 42(C)(iii) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (ii) Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
 - (a) Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
 - (b) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly payments of compensation.
- (iii) Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (iv) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (v) On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this award.

(D) **Maximum period of payment**

The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 26 weeks for any one injury as defined in clause 42(B) hereof, provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

(E) **Absences on other than paid leave**

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

(F) **Notice of injury**

Following an injury for which they claim to be entitled to receive accident pay, an employee shall give notice in writing of the injury to their employer as soon as reasonable practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

(G) **Medical examination**

- (i) In order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.
- (ii) Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(H) **Cessation or redemption of weekly payments**

Where there is a cessation or redemption of weekly compensation payments under the Act, the employers liability to pay accident pay shall cease as from the date of such cessation or redemption.

(I) **Civil damages**

- (i) An employee receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall receive in respect of that injury by which the judgement or settlement has not been so reduced.
- (iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(J) **Insurance against liability**

Nothing in this award shall require an employer to insure against liability for accident pay.

(K) Variations in compensation rates

Any changes in compensation rates under this Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(L) Death of an employee

All rights to accident pay shall cease on the death of an employee.

(M) Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

45. COMPASSIONATE LEAVE

An officer shall upon notification to the hospital be entitled:-

- (a) on the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, grandparent, grandchild or next of kin;
- (b) on the death outside of Australia of a wife, husband, mother, father, sister, brother, child or next of kin –

to leave without deduction of pay up to and including the day of the funeral of such relative and such leave shall be for a period not exceeding two working days. Proof of such death or illness shall be furnished by the officer to the satisfaction of the hospital. Provided however that this clause shall have no operation while the period of entitlement coincides with any other period of leave. For the purposes of this clause the words “wife” or “husband” shall include any person who lives with the officer as a de facto partner and shall apply equally to their respective kin as set out in sub-clause (a) and (b).

An officer on compassionate leave shall be paid according to the roster or projected roster except for overtime and penalty rates.

46. JURY DUTY

An officer required to attend for Jury Service during ordinary working hours, shall be reimbursed by the Hospital with an amount equal to the difference between the amount paid in respect of her/his attendance for such Jury Service and the base rate of pay which she/he would have received in respect of the ordinary time she/he would have worked had she/he not been on Jury Service. An officer shall notify the Hospital as soon as possible of the date upon which she/he is required to attend for Jury Service. Further, an officer shall give her/his employer proof of her/his attendance, the duration of such attendance and the amount received in respect of such Jury Service.

47. LONG SERVICE LEAVE

A. Entitlement

- (1) An officer shall be entitled to long service leave with pay, in respect of continuous service with Institutions or Statutory Bodies in accordance with the provisions of this clause.

- (2) Subject to sub-clause (3) hereof the amount of such entitlement shall be -
- (a) On the completion by the officer of fifteen years' continuous service, six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service.
 - (b) In addition, in the case of an officer who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the officer, an amount of long service leave equal to one-thirtieth of the period of her / his service since the last accrual of entitlement to long service leave under paragraph (a) of this sub-clause.
 - (c) In the case of an officer who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

B. Service Entitling to Leave

- (1) Subject to this sub-clause the service of an officer shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the period required by sub-clause (A) hereof.
- (2) Subject to this sub-clause, service shall also include all periods during which an officer was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (3) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.
- (4) Where a business is transmitted from one employer (the transmittor) to another employer (the transferee) an officer who worked with the transmittor and who continued in the service of the transferee shall be entitled to count her/his service with the transmittor as service with the transferee for the purposes of this clause.
- (5) For the purposes of this clause service shall be deemed to be continuous notwithstanding -
 - (a) the taking of any annual leave or Long Service Leave.
 - (b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in the Sick Leave clause of this Agreement;
 - (c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (d) any leave of absence of the officer where the absence is authorised in advance in writing by the employer to be counted as service;
 - (e) any interruption arising directly or indirectly from an industrial dispute;

- (f) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the officer's allowable period of absence from employment. An officer's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or sick leave which the officer actually receives on termination or for which he is paid in lieu;
 - (g) the dismissal of an officer if the officer is re-employed within a period not exceeding two months from the date of such dismissal;
 - (h) any unpaid absence from work of a female officer for a period not exceeding twelve months in respect of any pregnancy;
 - (i) any other absence of an officer by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by paragraph (d) of this sub-clause.
 - (j) 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.
- (6) In calculating the period of continuous service of any officer, any interruption or absence of a kind mentioned in paragraphs (a) to (d) of the last preceding sub-clause shall be counted as part of the period of his service, but any interruption or absence of a kind mentioned in paragraphs (e) to (i) of the sub-clause shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
- (7) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the officer concerned. A certificate in the following form shall constitute proof.

Certificate of Service
<p>.....(Name of Institution) (Date)</p> <p>This is to certify that (Name of Officer)</p> <p>Has been employed by this institution for a period of (years/months/etc) from to</p> <p>Specify hereunder full details of paid or unpaid leave or absences including periods represented by payments made in lieu of leave on termination:</p> <p>.....</p> <p>.....</p> <p>Specify hereunder full details of Long Service Leave granted during service or on termination:</p> <p>.....</p> <p>.....</p> <p>Signed Stamp of Institution</p>

- (8) The Institute shall keep or cause to be kept a long service leave record for each officer, showing particulars of service, leave taken, and payments made.

C. Payment in Lieu of Long Service Leave on the Death of an Officer

Where an officer who has completed at least ten years' service dies while still in the employ of the employer, the employer shall pay to such officer's personal representative, a sum equal to the pay of such officer for one-thirtieth of the period of the officer's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the officer.

D. Payment for Period of Leave

- (1) Payment to an officer in respect of long service leave shall be made in one of the following ways:
- (a) In full in advance when the officer commences her/his leave; or
 - (b) At the same time as payment would have been made if the officer had remained on duty; or
 - (c) in any other way agreed between the Hospital and the officer.
- (2) Where the employment of the officer is for any reason terminated before she/he takes long service leave to which she/he is entitled or where any long service leave accrues to an officer pursuant to sub-clause (A) (2) (b) hereof, the officer shall, subject to the provisions of sub-clause (D) (3), be entitled to pay in respect of such leave as at the date of termination of employment.
- (3) (a) Where any long service leave accrues to an officer pursuant to sub-clause (A) (2) (a) hereof, the officer shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (b) Provided in the case of an officer who accrues entitlement pursuant to sub-clause (A) (2) (c) hereof and who intends to be re-employed by another Institution or Statutory Body:
- (i) Such an officer may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in sub-clause B (5) (g).
 - (ii) Except where the officer gives notice in writing that the officer has been employed by another Institution or Statutory Body, payment shall be made in respect of such leave at the expiry of the officer's allowable period of absence from employment.
 - (iii) Where an officer gives notice in writing that the officer has been employed by another Institution or Statutory Body, the Hospital is no longer required to make payment to the officer in respect of such leave.
- (4) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the officer, the officer shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

E. Taking of Leave

- (1) When an officer becomes entitled to long service leave, such leave shall be granted by the Hospital within six months from the date of the entitlement but the taking of such leave may be postponed to such date as is mutually agreed.
- (2) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (3) If the Institution and an officer so agree -
 - (a) the first six months long service leave to which an officer becomes entitled under this Agreement may be taken in two or three separate periods; and
 - (b) any subsequent period of long service leave to which the officer becomes entitled may be taken in two separate periods;
- (4)
 - (a) A Hospital may by agreement with an officer grant long service leave to the officer before entitlement to that leave has accrued, provided that such leave shall not be granted before the officer has completed ten years' service.
 - (b) Where the employment of an officer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the officer upon termination, deduct and withhold an amount in respect of the leave in advance.

F. Definitions

For the purposes of this clause the following definitions apply:

Pay means remuneration for an officer's normal weekly hours of work calculated at the officer's ordinary time rate of pay provided in the Wages clause of this Agreement hereof at the time leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death; and shall include the amount of any increase to the officer's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an officer during his period of leave and where a deduction is made for the rental thereof pursuant to the Board and Lodging clause of this Agreement hereof, such amount shall be deducted from the pay for the period of leave.

Month shall mean a calendar month.

Institution shall mean any Hospital or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act 1988.

Statutory Body means the Department of Human Services Victoria.

Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

48. OCCUPATIONAL SUPERANNUATION

(a) Definitions

For the purpose of this Clause, the following definitions shall apply:

- (i) the **approved fund** means
 - (1) The Health Super Fund and includes any superannuation scheme which may be made in succession to the Health Super Fund or
 - (2) Any other fund which has been agreed by the parties to this Agreement.
 - (ii) **Officer** means a person employed by any person or body who is covered by the Incidence and Parties Bound clause of the Agreement.
 - (iii) **Ordinary Pay** means remuneration for an Officer's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:
 - (1) The cash value of any deduction for Board and Lodging.
 - (2) Shift work premiums.
 - (3) Saturday and Sunday premiums, where they are a part of regular work
 - (4) Service Grant
- (b) **Contributions**
- (i) The employer shall pay at least monthly to the trustees of the approved fund on behalf of each Officer who is a member of the approved fund a contribution at the rate as defined in Schedule A (c) which contains movements in the contribution rate over the term of this Agreement.

Such contribution shall be calculated on the ordinary pay received by the Officer during the preceding month, provided however, the Hospital shall not be required to contribute in respect to any contractor's Officers.

Contributions are to be made whilst an Officer is receiving Accident or Workers Compensation payments, provided that the Officer is receiving "accident make up pay" under the provisions of this Agreement.

Provided always that the Hospital shall not be required to contribute in respect to any period where any Officer is absent from employment on leave without Pay.
 - (ii) Where an Officer will not apply for membership of the approved fund, and indicates this to the Hospital in writing, the matter shall be referred for resolution in accordance with the Grievance procedure in this Agreement.

49. Parental Leave

The provisions of this clause apply to full-time and regular part-time Officers but do not apply to casual Officers.

Subject to the terms of this clause Officers are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(1) Definitions

- (i) For the purposes of this clause, **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step child of the employee or the spouse of the employee or a child who has lived continuously with the employee for a period of six months.

- (ii) Subject to clause 49(1)(iii), in this clause **spouse** includes a de facto or former spouse.
 - (iii) In relation to 49(5) below, **spouse** includes a de facto or former spouse.
- (2) **Basic Entitlement**
- (i) After twelve months of continuous service, in a hospital or hospitals covered by this Agreement, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. With respect to Maternity Leave this includes the first two weeks, which are paid at the ordinary time rate. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
 - (ii) Subject to 49(6), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (3) **Maternity Leave**
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) the expected date of confinement (including a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
 - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.
 - (ii) When the employee gives notice under 49(3)(i)(a) the employee must also provide statutory declaration stating particulars of any period of paternity leave sought or to be taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
 - (iv) Subject to 49(2)(i), and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
 - (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (vi) Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where

an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may be entitled to paid sick leave in lieu thereof, or in addition to, special maternity leave.

- (vii) Where leave is granted under clause 49(3)(iv), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

(4) Paternity Leave

- (i) An employee will provide to the employer at least eight weeks prior to each proposed period of paternity leave with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - (1) he will take that period of paternity leave to become the primary care giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse; and
 - (3) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (ii) An employee shall not be in breach of clause 49(4)(i) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child or other compelling circumstances. The employee shall immediately notify the employer of any change to the information provided to the employer pursuant to clause 49(4)(i).

(5) Adoption Leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (a) the employee is seeking adoption leave to become the primary care giver of the child;
 - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

- (c) that for the period of the adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
 - (iii) An employer may require an employee to provide confirmation of the appropriate government authority of the placement.
 - (iv) Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
 - (v) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
 - (vi) An employee seeking to adopt a child is entitled to take unpaid leave for the purposes of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.
- (6) **Variation of period of parental leave**
- Unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.
- (7) **Parental leave and other entitlements**
- An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.
- (8) **Transfer to a safe job**
- (i) Where an employee is pregnant and in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee will make it inadvisable for the employee to continue in her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
 - (ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.
- (9) **Returning to work after a period of parental leave**
- (i) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- (ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 49(8), the employee will be entitled to return to the position they held immediately before such transfer.
 - (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (10) **Replacement employees**
- (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
 - (ii) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (11) **Part-time work**
- (i) **Definitions**

For the purposes of this clause:

 - (a) **Male employee** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
 - (b) **Female employee** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (c) **Spouse** includes a de facto or a former spouse.
 - (d) **Former position** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
 - (e) **Continuous service** means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;
 - (2) any period of part-time employment worked in accordance with this clause; or
 - (3) any period of leave or absence authorised by the employer or by this agreement.
 - (ii) **Entitlement**

With the agreement of the employer:

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(iii) **Return to former position**

- (a) An employee who has had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in clause 49(11)(iii)(a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(iv) **Effect of part-time employment on continuous service**

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(v) **Pro rata entitlements**

Subject to the provisions of this clause and the matters agreed to in accordance with clause 49(11)(viii) hereof, part-time employment shall be in accordance with the provisions of this agreement which shall apply pro rata.

(vi) **Transitional arrangements - annual leave**

- (a) An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.
- (b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

- (1) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(vii) **Transitional arrangements - sick leave**

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(viii) **Part-time work agreement**

- (a) Before commencing a period of part-time employment under this clause the employee and the employer shall agree:
 - (1) that the employee may work part-time;
 - (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (3) upon the classification applying to the work to be performed; and
 - (4) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to the part-time employment.

(ix) **Termination of employment**

- (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(x) **Extension of hours of work**

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 49(11)(viii) hereof.

(xi) **Nature of part-time work**

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

(xii) **Inconsistent agreement provisions**

An employee may work part-time under this clause notwithstanding any other provision of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) limiting the number of employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

(xiii) **Replacement employees**

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.
- (b) A replacement employee may be employed part-time. Subject to this clause, 49(11)(v) to 49(11)(ix) and 49(11)(xii) hereof apply to the part-time employment of replacement employee.
- (c) Before an employer engages a replacement employee under this clause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of clause 49(11)(i)(b) hereof.
- (e) Nothing in this clause shall be construed as requiring an employer to engage a replacement employee.

50. FAMILY LEAVE

Use of sick leave

- (1) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance

- with this clause, up to 5 days family leave (from accrued sick leave entitlements) per year for absences to provide care and support for such person when they are ill.
- (2) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (3) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
 - (4) The term **immediate family** includes:
 - (a) a spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - (b) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
 - (c) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (5) **Unpaid leave for family purposes**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.
 - (6) **Annual leave taken for family purposes**

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
 - (7) **Time off in lieu of payment for overtime taken for family purposes**
 - (a) An employee may elect, with the consent of the employer, to take time-off in lieu of payment for overtime at a time or times agreed with the employer.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) The employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked, under (a) above where such time has not been taken within four weeks of accrual.

(8) **Make-up time for family purposes**

An employee may elect, with the consent of their employer, to work *make-up time*, under which the employee takes time off ordinary hours, and worked those hours at a later time, during the spread or ordinary hours.

(9) **Grievance process**

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provision of this agreement.

SCHEDULE A (Salary and Allowances)

RATES OF PAY

(a) RATES OF PAY

Employers shall increase current enterprise agreement rates by:

- ♦ 3% from the first pay period on or after 1 July 1999, and
- ♦ 3.5% from the first pay period on or after 1 April 2000 for Interns
- ♦ 5% from the first pay period on or after 1 April 2000 for 2nd Yr HMO's
- ♦ 6% from the first pay period on or after 1 April 2000 for 3rd Yr HMO's
- ♦ 6% from the first pay period on or after 1 April 2000 for HSMO's
- ♦ 10% from the first pay period on or after 1 April 2000 for Registrars and Senior Registrars
- ♦ 12% from the first pay period on or after 1 April 2000 for Principal Registrars
- ♦ 3% from the first pay period on or after 1 July 2000, and
- ♦ 3% from the first pay period on or after 1 July 2001, and are as follows

(i) From 1 July 1999

CLASSIFICATIONS	ALLEGIANCE PAYCODE	WEEKLY RATE	HOURLY RATE	CASUAL RATE (+ 25%)
HOSPITAL MEDICAL OFFICERS				
1 st year of experience as such	MP4	\$673.20	\$17.72	\$22.14
2 nd year of experience as such	MP5	\$729.30	\$19.19	\$23.99
3 rd year of experience as such	MP6	\$768.40	\$20.22	\$25.28
HOSPITAL SENIOR MEDICAL OFFICERS				
1 st year of experience as such	MQ2	\$1016.60	\$26.75	\$33.44
2 nd year of experience as such	MQ3	\$1080.50	\$28.43	\$35.54
3 rd year of experience as such	MQ4	\$1143.90	\$30.10	\$37.63
4 th year of experience as such	MQ5	\$1207.60	\$31.78	\$39.72
5 th year of experience as such	MQ6	\$1271.10	\$33.45	\$41.81
HSMO - Solely Administrative	MQ6	\$1271.10	\$33.45	\$41.81
REGISTRAR (43 hour week)				
1 st year of experience as such	MP7	\$979.00	\$22.77	N/A
2 nd year of experience as such	MP8	\$1030.00	\$23.95	N/A
3 rd year of experience as such	MP9	\$1089.00	\$25.33	N/A
4 th year of experience as such	MQ1	\$1130.40	\$26.29	N/A
SENIOR REGISTRAR	JK10	\$1186.90	\$27.60	N/A
PRINICIPAL REGISTRAR	PM20	\$1326.10	\$30.84	N/A

(ii) From 1 April 2000

CLASSIFICATIONS	ALLEGIANCE PAYCODE	WEEKLY RATE	HOURLY RATE	CASUAL RATE (+ 25%)
HOSPITAL MEDICAL OFFICERS				
1 st year of experience as such	MP4	\$696.80	\$18.34	\$22.92
2 nd year of experience as such	MP5	\$765.80	\$20.15	\$25.19
3 rd year of experience as such	MP6	\$814.50	\$21.43	\$26.79
HOSPITAL SENIOR MEDICAL OFFICERS				
1 st year of experience as such	MQ2	\$1077.60	\$28.36	\$35.45
2 nd year of experience as such	MQ3	\$1145.30	\$30.14	\$37.67
3 rd year of experience as such	MQ4	\$1212.50	\$31.91	\$39.89
4 th year of experience as such	MQ5	\$1280.10	\$33.69	\$42.11
5 th year of experience as such	MQ6	\$1347.40	\$35.46	\$44.32
HSMO - Solely Administrative	MQ6	\$1347.40	\$35.46	\$44.32
REGISTRAR (43 hour week)				
1 st year of experience as such	MP7	\$1076.90	\$25.04	N/A
2 nd year of experience as such	MP8	\$1133.00	\$26.35	N/A
3 rd year of experience as such	MP9	\$1197.90	\$27.86	N/A
4 th year of experience as such	MQ1	\$1243.40	\$28.92	N/A
SENIOR REGISTRAR				
	JK10	\$1305.60	\$30.36	N/A
PRINCIPAL REGISTRAR				
	PM20	\$1485.20	\$34.54	N/A

(iii) From 1 July 2000

CLASSIFICATIONS	ALLEGIANCE PAYCODE	WEEKLY RATE	HOURLY RATE	CASUAL RATE (+ 25%)
HOSPITAL MEDICAL OFFICERS				
1 st year of experience as such	MP4	\$717.70	\$18.89	\$23.61
2 nd year of experience as such	MP5	\$788.80	\$20.76	\$25.95
3 rd year of experience as such	MP6	\$838.90	\$22.08	\$27.60
HOSPITAL SENIOR MEDICAL OFFICERS				
1 st year of experience as such	MQ2	\$1109.90	\$29.21	\$36.51
2 nd year of experience as such	MQ3	\$1179.70	\$31.04	\$38.81
3 rd year of experience as such	MQ4	\$1248.90	\$32.87	\$41.08
4 th year of experience as such	MQ5	\$1318.50	\$34.70	\$43.37
5 th year of experience as such	MQ6	\$1387.80	\$36.52	\$45.65
HSMO - Solely Administrative	MQ6	\$1387.80	\$36.52	\$45.65

REGISTRAR (<i>43 hour week</i>)				
1 st year of experience as such	MP7	\$1109.20	\$25.80	N/A
2 nd year of experience as such	MP8	\$1167.00	\$27.14	N/A
3 rd year of experience as such	MP9	\$1233.80	\$28.69	N/A
4 th year of experience as such	MQ1	\$1280.70	\$29.78	N/A
SENIOR REGISTRAR	JK10	\$1344.80	\$31.27	N/A
PRINCIPAL REGISTRAR	PM20	\$1529.80	\$35.58	N/A

(iv) **From 1 July 2001**

CLASSIFICATIONS	ALLEGIANCE PAYCODE	WEEKLY RATE	HOURLY RATE	CASUAL RATE (+ 25%)
HOSPITAL MEDICAL OFFICERS				
1 st year of experience as such	MP4	\$739.20	\$19.45	\$24.32
2 nd year of experience as such	MP5	\$812.50	\$21.38	\$26.73
3 rd year of experience as such	MP6	\$864.10	\$22.74	\$28.42
HOSPITAL SENIOR MEDICAL OFFICERS				
1 st year of experience as such	MQ2	\$1143.20	\$30.08	\$37.61
2 nd year of experience as such	MQ3	\$1215.10	\$31.98	\$39.97
3 rd year of experience as such	MQ4	\$1286.40	\$33.85	\$42.32
4 th year of experience as such	MQ5	\$1358.10	\$35.74	\$44.67
5 th year of experience as such	MQ6	\$1429.40	\$37.62	\$47.02
HSMO - Solely Administrative	MQ6	\$1429.40	\$37.62	\$47.02
REGISTRAR (<i>43 hour week</i>)				
1 st year of experience as such	MP7	\$1142.50	\$26.57	N/A
2 nd year of experience as such	MP8	\$1202.00	\$27.95	N/A
3 rd year of experience as such	MP9	\$1270.80	\$29.55	N/A
4 th year of experience as such	MQ1	\$1319.10	\$30.68	N/A
SENIOR REGISTRAR	JK10	\$1385.10	\$32.21	N/A
PRINCIPAL REGISTRAR	PM20	\$1575.70	\$36.64	N/A

(b) **ALLOWANCES**

CLAUSE	1 July 1999	1 July 2000	1 July 2001
Meal Allowance (clause 24)			
In excess of 11 hours	\$5.83	\$6.00	\$6.18
In excess of 16 hours	\$4.67	\$4.81	\$4.95
Then every 6 hours	\$4.67	\$4.81	\$4.95

Secondment Allowance (clause 35(g))	\$25.75	\$26.52	\$27.32
Travelling Allowance (clause 42)			
3.8 litres and over	60.05 c/km	61.85 c/km	63.71 c/km
Less than 3.8 litres	49.44 c/km	50.92 c/km	52.45 c/km
Uniforms and Laundry Allowance (clause 43)	\$5.15	\$5.30	\$5.46

(c) **SUPERANNUATION**

	Currently	1/07/00	1/07/02
Occupational Superannuation	7 percent	8 percent	9 percent

(d) **ANNUALISED SALARIES**

In respect of annualised salaries the Commission recommended that the calculation of annualised salaries should be fair and equitable in the context of awards and agreements and that the Translation Review Committee, to be established by the department as part of the implementation process, should discuss areas where concerns are held.

Annualised salaries include salaries which are “rolled up” and may include payments in lieu of overtime allowances, loading for private practice payments, etc.

(e) **TRANSLATION REVIEW COMMITTEE**

The Commission recommended that a Translation Review Committee is to be established under the auspices of the department consisting of one representative each from the department, the VHIA and the AMA (Victoria), together with an agreed independent chair.

The Committee will meet in response to need to consider and determine disputes relating to translation, classification, fractional allocations and annualised salaries.

SCHEDULE B (List of Employers)

LIST OF EMPLOYERS

- ◆ Austin and Repatriation Medical Centre
Private Bag 66, HEIDELBERG WEST, Victoria 3081
- ◆ Bairnsdale Regional Health Service
Day Street, BAIRNSDALE, Victoria 3875
- ◆ Ballarat Health Services
Drummond Street North, BALLARAT, Victoria 3353
- ◆ Barwon Health
Ryrie Street, GEELONG, Victoria 3220
- ◆ Bayside Health
Commercial Road, PRAHRAN, Victoria 3181
- ◆ Bendigo Health Care Group
PO Box 126, BENDIGO, Victoria 3552
- ◆ Bethlehem Hospital
476 Kooyong Road, CAULFIELD, Victoria 3162
- ◆ Box Hill Hospital
Nelson Road, BOX HILL, Victoria 3128
- ◆ Central Gippsland Health Service
Guthridge Parade, SALE, Victoria 3850
- ◆ Echuca Regional Health
PO Box 25, ECHUCA, Victoria 3564
- ◆ Goulburn Valley Health
Graham Street, SHEPPARTON, Victoria 3630
- ◆ LaTrobe Regional Hospital
PO Box 424, TRARALGON, Victoria 3844
- ◆ Maroondah Hospital
PO Box 135, RINGWOOD EAST, Victoria 3135
- ◆ Melbourne Health
Gratton Street, PARKVILLE, Victoria 3052
- ◆ Mercy Hospital for Women
126 Clarendon Street, EAST MELBOURNE, Victoria 3002
- ◆ Mildura Base Hospital
PO Box 620, MILDURA, Victoria 3502

- ◆ Northern Health
185 Cooper Street, EPPING, Victoria 3076
- ◆ Peninsula Health
Hastings Road, FRANKSTON, Victoria 3199
- ◆ Peter McCallum Cancer Institute
St Andrews Place, EAST MELBOURNE, Victoria 3002
- ◆ Royal Victorian Eye and Ear Hospital
32 Gisbourne, EAST MELBOURNE, Victoria 3002
- ◆ Southern Health
Locked Bag 29, CLAYTON, Victoria 3168
- ◆ St Vincent's Hospital
41 Victoria Parade, FITZROY, Victoria 3065
- ◆ Swan Hill District Hospital
Splatt Street, SWAN HILL, Victoria 3585
- ◆ Wangaratta District Base Hospital
Green Street, WANGARATTA, Victoria 3677
- ◆ Werribee Mercy Hospital
300 Princes Hwy, WERRIBEE, Victoria 3030
- ◆ West Gippsland Health Care Group
Landsborough Road, WARRAGUL, Victoria 3820
- ◆ Western District Health Service
Foster Street, HAMILTON, Victoria 3300
- ◆ Western Health
Gordon Street, FOOTSCRAY, Victoria 3011
- ◆ Wimmera Health Care Group
Baillie Street, HORSHAM, Victoria 3400

SIGNATORIES

For and on behalf of the
Victorian Hospitals' Industrial Association

.....
Chief Executive Officer

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

.....
Director, Industrial Relations

For and on behalf of the
Australian Salaried Medical Officers Federation

.....
Chief Executive Officer