# AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION WORKPLACE RELATIONS ACT 1996 CERTIFIED AGREEMENT

#### 1. TITLE

This Agreement shall be called the AMA Southern Health Full Time Specialists Certified Agreement 2002.

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#### 3. INCIDENCE AND PARTIES BOUND

The parties to this Agreement are the:

- **3.1** Employees of Southern Health who are employed in the capacity of Full Time Specialists ('Full Time Specialists');
- **3.2** The Australian Medical Association (Victoria) Limited ('the Association');
- 3.3 The Australian Salaried Medical Officers Federation; and
- **3.4** Southern Health

The Agreement shall be read in conjunction with the *Hospital Specialists and Medical Administrators Award 2002*. Where this Agreement and the Award conflict, this Agreement shall prevail to the extent of the inconsistency.

#### 4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 July 2002 to 30 June 2005.

The rights created under this Agreement are intended to be minimum and nothing in this Agreement will affect any current superior term or condition of employment. More beneficial rights may be offered to a Full Time Specialist by Southern Health and such rights will be prescribed in the Full Time Specialist's letter of appointment.

#### 5. NO EXTRA CLAIMS

- 5.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Full Time Specialists to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 5.2 Subject to the Health Service meeting its obligations to consult arising under the Award or this Agreement, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

#### 6. REMUNERATION

- 6.1 Southern Health shall remunerate the Full Time Specialist in accordance with Schedule 1. Remuneration will be increased by four 3% increases during the life of this agreement. The increases will apply from the first pay period to commence on or after 1 July 2002, 1 January 2003, 1 January 2004 and 1 January 2005 respectively. On each occasion these rates will be rounded off to the nearest 10 cents..
- 6.2 The Full Time Specialist shall be entitled to package part of his/her salary, which may be taken as a non-taxable allowance, in accordance with the policy of Southern Health, as amended from time to time, with which the Full Time Specialist is required to be familiar.

6.3 Southern Health shall deduct income taxation instalments from gross remuneration paid to the Full Time Specialist in accordance with law.

#### 7. SUPERANNUATION

- 7.1 In addition to the remuneration described in Schedule 1, Southern Health shall contribute 9% of ordinary time earnings to a Complying Superannuation Fund for the benefit of the Full Time Specialist. The percentage contribution may increase during the life of the agreement in accordance with the *Superannuation Guarantee* (Administration) Act. The fund shall be selected by the Full Time Specialist from either Health Super or HESTA. In the absence of the Full Time Specialist indicating his/her preference regarding the appropriate superannuation fund, payments shall be made by Southern Health into Health Super.
- **7.2** Superannuation payments by Southern Health shall be made only on taxable income as defined by applicable taxation rulings, determinations, decisions and/or legislation.

#### 8. LEAVE

The Full Time Specialist shall be entitled to annual and other leave as follows:

#### 8.1 Annual Leave

25 working days' Annual Leave, cumulative, for those Full Time Specialists who participate in an On-call roster. 20 working days for those Full Time Specialists who do not participate in an On-call Roster.

#### 8.2 Sick Leave

28 working days per year, cumulative, Sick Leave.

#### 8.3 Conference Leave

- 8.3.1 The Full Time Specialist shall be entitled to a maximum of two weeks leave in any one-year period to attend any conference(s) approved by the Program Medical Director. During the absence on Conference Leave the Full Time Specialist shall be paid at the usual rate of remuneration the Full Time Specialist would have received if he or she had worked over the leave period.
- 8.3.2 The Full Time Specialist shall make written application containing adequate details of the proposed conference to the Program Medical Director and shall contain adequate details of the conference(s) he/she proposes to attend.
- 8.3.3 Applications for Conference leave must be submitted to the Program Medical Director at least four weeks prior to the proposed Conference Leave.
- 8.3.4 Conference Leave may be allowed to accumulate by the Full Time Specialist for a period of up to twelve months after it has fallen due.
- 8.3.5 Applications for a special conference/study leave program should be made to the Program Medical Director who will consider such applications on merit.

8.3.6 Applications from Program Medical Directors should be to the relevant Executive Director (Clinical).

#### 8.4 Compassionate Leave

A Full Time Specialist, on giving notice to Southern Health, shall be entitled to leave of up to two working days on the death or serious illness within Australia of a wife, husband, (including a de facto spouse) father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild or next-of-kin; or, on the death outside Australia of a wife, husband, (including a de facto spouse) father, mother, brother, sister, child or next-of-kin.

#### 8.5 Sabbatical Leave

- 8.5.1 A maximum of 26 weeks Sabbatical Leave shall be available after the Full Time Specialist has completed 6 years of recognised service.
- 8.5.2 The Sabbatical Leave shall be paid at the Full Time Specialist's rate of remuneration at the date of the commencement of the leave.
- 8.5.3 The Full Time Specialist shall make written application for Sabbatical Leave and shall give adequate details of the proposed program of study or research. If Southern Health does not approve the leave within 3 months of receipt of the application, the matter shall be referred for resolution under the provisions of Clause 25.
- 8.5.4 The Sabbatical Leave may be taken in up to two lots, entirely at the discretion of Southern Health, who will consider applications having regard to the potential benefits to Southern Health. In the event that the application is rejected, and the Full Time Specialist applies for or takes less than 26 weeks Sabbatical Leave, he/she shall be deemed to have received the full entitlement under this clause and shall not be entitled to any of the balance of the 26 weeks. The absence of the Full Time Specialist from his/her duties under this Agreement without having achieved written permission from the Program Medical Director of the arrangements set out in the first part of this clause shall be prima facie evidence that he/she has received the full entitlement under this clause.
- 8.5.5 Any further qualifying period for Sabbatical Leave shall begin to run after the Full Time Specialist's return to work following Sabbatical Leave.
- 8.5.6 For the purposes of qualifying for Sabbatical Leave, the qualifying date shall be either the date of first appointment to Southern Health or the date of completion of the last period of Sabbatical Leave with Southern Health, and provided that the Full Time Specialist has given continuous service during that period.

#### 8.6 Carers Leave

- 8.6.1 In accordance with the standards set by the Australian Industrial Relations Commission, a Full Time Specialist with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to five days per annum of their sick leave entitlement to provide care and support for such persons when they are ill. Carer's leave may be taken for part of a single day.
- 8.6.2 Carers Leave shall count as service with Southern Health for all purposes.

#### 8.7 Unpaid Leave

In addition Southern Health may grant study and other unpaid leave at its discretion.

#### 9. PUBLIC HOLIDAYS

#### 9.1 Entitlement to public holidays

- 9.1.1 A Full Time Specialist will be entitled to the following holidays without loss of pay:
  - 9.1.1(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - 9.1.1(b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day, on the day for which it is gazetted; and
  - 9.1.1(c) one other day being specified according to the State, or on some other basis.

#### 9.2 Public holidays falling on a weekend

- 9.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 9.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 29 December.
- 9.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the following Monday.

#### 9.3 Prescription of additional days

Where public holidays are declared or prescribed by the State of Victoria on days other than those set out in clauses 9.1 and 9.2 above, those days shall constitute additional holidays for the purpose of this Agreement.

#### 9.4 Easter Saturday

A Full Time Specialist who ordinarily works Monday to Friday and who does not work on Easter Saturday (Easter Eve) is entitled to one days pay, or by mutual consent may take one day off in lieu within four weeks following that day or have one day added to annual leave.

#### 9.5 Additional payment

A Full Time Specialist who is required to work on a day specified in clauses 9.1 and 9.2, in addition to payment for the time so worked at ordinary time rates is entitled to an additional day and a half off which shall be added to Full Time Specialist's annual leave, or by mutual agreement one and a half days' without loss of pay may be taken at some other time.

#### 10. PARENTAL LEAVE

#### 10.1 Definitions

- 10.1.1 For the purpose of this clause **child** means a child of the Full Time Specialist 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 Full Time Specialist for the purposes of adoption, other than a child or step-child of the Full Time Specialist or of the spouse of the Full Time Specialist or a child who has previously lived continuously with the Full Time Specialist for a period of six months or more.
- 10.1.2 Subject to 10.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 10.1.3 In relation to 10.5, spouse includes a de facto spouse but does not include a former spouse.

#### 10.2 Basic entitlement

- 10.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Parental leave is unpaid leave, except that six weeks of maternity leave will be on full pay, and one week of paternity leave will be on full pay. Adoption leave may be taken in the case of adoption.
- 10.2.2 Subject to 10.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - 10.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - 10.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

#### 10.3 Maternity leave

- 10.3.1 A Full Time Specialist must provide notice to Southern Health in advance of the expected date of commencement of parental leave. The notice requirements are:
  - 10.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Full Time Specialist is pregnant) at least ten weeks;
  - 10.3.1(b) of the date on which the Full Time Specialist proposes to commence maternity leave and the period of leave to be taken at least four weeks.
- 10.3.2 When the Full Time Specialist gives notice under 10.3.1(a) the Full Time Specialist must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 10.3.3 An Full Time Specialist 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.
- 10.3.4 Subject to 10.2.1 and unless agreed otherwise between Southern Health and Full Time Specialist, an Full Time Specialist may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 10.3.5 Where a Full Time Specialist continues to work within the six week period immediately prior to the expected date of birth, or where the Full Time Specialist elects to return to work within six weeks after the birth of the child, an employer may require the Full Time Specialist to provide a medical certificate stating that she is fit to work on her normal duties.

#### 10.3.6 Special maternity leave

- 10.3.6(a) Where the pregnancy of a Full Time Specialist not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Full Time Specialist may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 10.3.6(b) Where an Full Time Specialist is suffering from an illness not related to the direct consequences of the confinement, a Full Time Specialist may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 10.3.6(c) Where a Full Time Specialist not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

10.3.7 Where leave is granted under 10.3.4, during the period of leave a Full Time Specialist may return to work at any time, as agreed between Southern Health and the Full Time Specialist provided that time does not exceed four weeks from the recommencement date desired by the Full Time Specialist.

#### 10.4 Paternity leave

- 10.4.1 A Full Time Specialist will provide to Southern Health at least ten weeks prior to each proposed period of paternity leave, with:
  - 10.4.1(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
  - 10.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - 10.4.1(c) a statutory declaration stating:
    - 10.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;
    - 10.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
    - 10.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 10.4.2 The Full Time Specialist will not be in breach of 10.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 10.5 Adoption leave

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

- 10.5.2(c) that for the period of adoption leave the Full Time Specialist will not engage in any conduct inconsistent with their contract of employment.
- 10.5.3 An employer may require a Full Time Specialist to provide confirmation from the appropriate government authority of the placement.
- 10.5.4 Where the placement of child for adoption with a Full Time Specialist does not proceed or continue, the Full Time Specialist will notify Southern Health immediately and Southern Health will nominate a time not exceeding four weeks from receipt of notification for the Full Time Specialist's return to work.
- 10.5.5 A Full Time Specialist 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.
- 10.5.6 A Full Time Specialist seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Full Time Specialist and Southern Health should agree on the length of the unpaid leave. Where agreement cannot be reached, the Full Time Specialist is entitled to take up to two days unpaid leave. Where paid leave is available to the Full Time Specialist, Southern Health may require the Full Time Specialist to take such leave instead.

#### 10.6 Variation of period of parental leave

Unless agreed otherwise between Southern Health and Full Time Specialist, a Full Time Specialist 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.

#### 10.7 Parental leave and other entitlements

A Full Time Specialist may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

#### 10.8 Transfer to a safe job

- 10.8.1 Where a Full Time Specialist 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 Full Time Specialist make it inadvisable for the Full Time Specialist to continue at her present work, the Full Time Specialist will, if Southern Health 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.
- 10.8.2 If the transfer to a safe job is not practicable, the Full Time Specialist may elect, or Southern Health may require the Full Time Specialist to commence parental leave for such period as is certified necessary by a registered medical practitioner.

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

- 10.9.1 A Full Time Specialist 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.
- 10.9.2 A Full Time Specialist will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a Full Time Specialist transferred to a safe job pursuant to 10.8, the Full Time Specialist will be entitled to return to the position they held immediately before such transfer.
- 10.9.3 Where such position no longer exists but there are other positions available which the Full Time Specialist is qualified for and is capable of performing, the Full Time Specialist will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 10.10 Replacement employees

- 10.10.1 A replacement employee is an Full Time Specialist specifically engaged or temporarily promoted or transferred, as a result of a Full Time Specialist proceeding on parental leave.
- 10.10.2 Before an employer engages a replacement employee Southern Health must inform that person of the temporary nature of the employment and of the rights of the Full Time Specialist who is being replaced.

#### 11. LONG SERVICE LEAVE

#### 11.1 Entitlement

- 11.1.1 A Full Time Specialist 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.
- 11.1.2 The amount of such entitlement will be -
  - 11.1.2(a) upon the completion of ten (10) years continuous service four (4) months prorated long service leave and thereafter an additional two (2) months prorated long service leave on the completion of each additional five (5) years service prorated.
  - 11.1.2(b) In addition, in the case of a Full Time Specialist who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of Full Time Specialist, 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 clause 11.1.2(a).
  - 11.1.2(c) In the case of a Full Time Specialist 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.

#### 11.2. Service entitling to leave

- 11.2.1 The service of a Full Time Specialist 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 clause 11.1.
- 11.2.2 Service also includes all periods during which a Full Time Specialist was serving in Her Majesty's Forces or was made available by Southern Health for National Duty.
- 11.2.3 Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) a Full Time Specialist who worked with the transmittor and who continued in the service of the transmittee shall be entitled to count her/his service with the transmittor as service with the transmittee for the purposes of this clause.
- 11.2.4 For the purposes of this clause service shall be deemed to be continuous notwithstanding -
  - 11.2.4(a) the taking of any annual leave or Long Service Leave or other paid leave approved in writing by Southern Health and not covered by clauses 11.2.4(b) and 11.2.4(d);
  - 11.2.4(b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 28 Personal Leave clause;
  - 11.2.4(c) any interruption or ending of the employment by Southern Health if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - 11.2.4(d) any leave of absence on account of injury arising out of or in the course of the employment of Full Time Specialist for a period during which payment is made under clause 28 Personal Leave;
  - 11.2.4(e) any leave of absence of Full Time Specialist where the absence is authorised in advance in writing by Southern Health to be counted as service:
  - 11.2.4(f) any interruption arising directly or indirectly from an industrial dispute;
  - 11.2.4(g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than Full Time Specialist's allowable period of absence from employment. A Full Time Specialist'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 Full Time Specialist actually receives on termination or for which Full Time Specialist is paid in lieu;
  - 11.2.4(h) the dismissal of a Full Time Specialist if Full Time Specialist is re-employed within a period not exceeding two months from the date of such dismissal;

- 11.2.4(i) any absence from work of a female Full Time Specialist for a period not exceeding twelve months in respect of any pregnancy;
- 11.2.4(j) any other absence of a Full Time Specialist by leave of Southern Health, or on account of injury arising out of or in the course of his employment not covered by clause 11.2.4(d).
- 11.2.5 In calculating the period of continuous service of any Full Time Specialist, any interruption or absence of a kind mentioned in clauses 11.2.5(a) to 11.2.5(d) will be counted as part of the period of his service, but any interruption or absence of a kind mentioned in clauses 11.2.5(e) to 11.2.5(i) will not be counted as part of the period of service unless it is so authorised in writing by Southern Health.
- 11.2.6 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 Full Time Specialist concerned.

#### 11.3 Payment in lieu of long service leave on the death of a Full Time Specialist

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

#### 11.4 Payment for period of leave

- 11.4.1 Payment to a Full Time Specialist in respect of long service leave will be made in one of the following ways:
  - 11.4.1(a) in full in advance when Full Time Specialist commences leave; or
  - 11.4.1(b) at the same time as payment would have been made if Full Time Specialist had remained on duty; or
  - 11.4.1(c) in any other way agreed between Southern Health and Full Time Specialist.
- 11.4.2 Where the employment of Full Time Specialist is for any reason terminated before taking long service leave to which Full Time Specialist is entitled or where any long service leave accrues to a Full Time Specialist pursuant to clause 11.1.2 (b), Full Time Specialist will, subject to the provisions of clause 11.4.3, be entitled to pay in respect of such leave as at the date of termination of employment.
  - 11.4.3(a) Where any long service leave accrues to a Full Time Specialist pursuant to clause 11.1.2(a), Full Time Specialist will be entitled to pay in respect of such leave as at the date of termination of employment.
  - 11.4.3(b) Provided in the case of a Full Time Specialist who accrues entitlement pursuant clause 11.1.2(a), and who intends to be re-employed by another Institution or Statutory Body:
    - 11.4.3(b)(i) such a Full Time Specialist may in writing request payment in respect of such leave to be deferred until after the expiry of Full

Time Specialist's allowable period of absence from employment provided in clause 11.1.5(g).

- 11.4.3(b)(ii) except where Full Time Specialist gives notice in writing that Full Time Specialist has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of Full Time Specialist's allowable period of absence from employment.
- 11.4.3(b)(iii) where a Full Time Specialist gives notice in writing that Full Time Specialist has been employed by another Institution or Statutory Body, Southern Health is no longer required to make payment to Full Time Specialist in respect of such leave.
- 11.4.4 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by Full Time Specialist, Full Time Specialist will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### 11.5 Taking of leave

- 11.5.1 When a Full Time Specialist becomes entitled to long service leave, such leave will be granted by Southern Health 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.
- 11.5.2 Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- 11.5.3 If Southern Health and a Full Time Specialist so agree long service leave and prorated long service leave may be taken by mutual agreement or upon 12 weeks notice in writing, in instalments of not less than one week prorated.
- 11.5.4 Where the employment of a Full Time Specialist who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, Southern Health may, from whatever remuneration is payable to Full Time Specialist upon termination, deduct and withhold an amount in respect of the leave in advance.

#### 11.6. Definitions

For the purposes of this clause the following definitions apply:

- 11.6.1 Pay means remuneration for a Full Time Specialist's normal weekly hours of work calculated at Full Time Specialist's ordinary time rate of pay provided in clause 15 Wages at the time leave is taken or (if Full Time Specialist dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to Full Time Specialist'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 a Full Time Specialist during his period of leave and where a deduction is made for the rental pursuant to the Board and Lodging clause, such amount shall be deducted from the pay for the period of leave. The basis of calculation of payment for Visiting Specialists will be the average of their ordinary hours of work applying over the preceding two years of employment.
- 11.6.2 **Month** means a calendar month. For example:
  - 11.6.2(a) a month commencing on 15 April will end at the close of business on 14 May; and
  - 11.6.2(b) a month commencing on 31 October will end at the close of business on 30 November.
- 11.6.3 **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act* 1988.
- 11.6.4 **Statutory Body** means the Department of Human Services Victoria.
- 11.6.5 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

#### 12. FLEXIBLE TAKING OF LEAVE

- 12.1 Southern Health may call for expressions of interest from Full Time Specialists to have any annual leave credit hours in excess of eight (8) weeks' entitlement (including annual leave loading) paid out.
- **12.2** The Full Time Specialists may not request the cashing out of less than two (2) weeks' annual leave at any one time.
- **12.3** Notwithstanding subclauses 12.1 and 12.2 above, where a practitioner transfers from the classification of Full Time Specialist to Visiting Medical Officer, all accrued annual leave may be paid out effective from the day prior to the date of transfer.
- 12.4 Prior to the payment out of leave the Full Time Specialist will execute Terms of Settlement releasing Southern Health from any further claims in respect of that period of leave.
- 12.5 A Full Time Specialist whose annual leave accrual exceeds six weeks and for whom the deferral of leave has not been approved in writing by Southern Health may be

directed to take part of their annual leave upon the giving of four weeks' notice, until such time as the Full Time Specialist's accrual is not more than six weeks, if agreement on a mutually convenient time for taking the leave cannot be reached. For the purposes of this sub-clause the accrual is the sum of the Full Time Specialist's entitlement plus the pro-rata entitlement.

- 12.6 Any payments will be taxed as salary in accordance with prevailing taxation legislation. To avoid doubt, payments for leave made pursuant to this clause are not considered to be termination payments, and in accordance with Australian Taxation legislation will be taxed as payments made in addition to normal salary and wages. As such they will be subject to taxation deductions at marginal rates relevant to each Full Tme Specialist's circumstance.
- 12.7 Upon agreement with Southern Health, a Full Time Specialist who is entitled to long service leave may take the whole or part of that leave at:
  - 12.7.1 half the Rate of Remuneration for a period equal to twice the period to which Full Time Specialist would otherwise be entitled subject to appropriate rostering within Full Time Specialist's department; or
  - 12.7.2 twice the Rate of Remuneration for a period equal to half the period to which Full Time Specialist would otherwise be entitled.

#### 13. PROVISION OF MOBILE TELEPHONES

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

#### 14. PHYSICAL WORKING CONDITIONS

- **14.1** It is agreed that the following infrastructure standards should be met:
  - (a) Access for Full Time Specialists to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
  - (b) 24 hour access to the library and all of its resources;
  - (c) Reserved car parking paid for by Southern Health and available for a Full Time Specialist on call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the site main entrance;
  - (d) Access for Full Time Specialists to Internet and e-mail facilities for work purposes;
  - (e) Availability of an office for Full Time Specialists for private discussion with patient's relatives;
  - (f) Access for Full Time Specialists to a security escort at night.

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

#### 15 TERMINATION OF EMPLOYMENT

- 15.1 Southern Health may terminate the employment of a Full Time Specialist without prior notice if the Full Time Specialist at any time:-
  - (a) commits a serious breach of any of the provisions of their contract of employment;
  - (b) is guilty of serious misconduct or neglect in the discharge of duties described in the Full Time Specialist's Position Description;
  - (c) ceases to hold current registration as required by the *Medical Practice Act* 1994. Southern Health may, at any reasonable time, require the Full Time Specialist to provide to Southern Health satisfactory written evidence of such registration;
  - (d) be found to have engaged in unprofessional conduct of a serious nature pursuant to section 50 of the *Medical Practice Act 1994* or if any limitation, condition or restriction is imposed on the practice of the Full Time Specialist by the Medical Practitioners Board of Victoria;
  - (e) fails to meet the standards reasonably required by the relevant College;
  - (f) becomes of unsound mind; or
  - (g) is found guilty of any criminal offence which in the reasonable opinion of Southern Health affects the Full Time Specialist as an employee of Southern Health.
- 15.2 Nothing in clause 15.1 shall be construed to deny or limit the legal remedies of the Full Time Specialist if the employment is wrongfully terminated or to deny or limit the rights of review of administrative decisions which may be available to limit application of clause 15.1.
- 15.3 In exercising its powers in relation to the Full Time Specialist, Southern Health shall apply the principles of natural justice.
- 15.4 If Southern Health elects to terminate the employment of the Full Time Specialist pursuant to this subclause, Southern Health may in its absolute discretion pay a termination payment as provided in Subclause 16.1 of this Agreement in lieu of some or all of the notice period at the Full Time Specialist's usual rate of remuneration under this Agreement.

#### 16. TERMINATION PAYMENTS

16.1 Termination on Notice by Either Party

- (a) Except in the case of Full Time Specialists who are employed pursuant to a short term contract, either Southern Health or the Full Time Specialist may terminate employment with the giving of three (3) months' notice.
- (b) Provided that Southern Health may pay in lieu of some or all of the required period of notice. In the event that the Full Time Specialist does not give the required amount of notice and in the absence of agreement between the Full Time Specialist and Southern Health as to a shorter period of notice, Southern Health shall have the right to withhold the equivalent amount of notice from the Full Time Specialist's usual rate of remuneration.

#### 16.2 Redundancy

- (a) If after consultation with the Full Time Specialist and the Association, its officers, or employees, the Full Time Specialist's services are no longer required by Southern Health as a consequence of structural or technological change, changes in the role or functions of Southern Health, substantial reduction in patient numbers or like events, Southern Health may terminate the employment due to redundancy.
- (b) In the event of a Full Time Specialist's position becoming redundant, the Full Time Specialist shall be entitled to:
  - (i) 6 months gross remuneration; or
  - (ii) the gross remuneration (including bonuses and allowances) that would have accrued to the Full Time Specialist during the unexpired portion of the period of the letter of appointment for the provision of service by the Full Time Specialist to Southern Health.

whichever is lesser.

(c) The termination of the Full Time Specialist's employment on the grounds of redundancy prior to the expiry of the period of employment shall in no way affect the right of the Full Time Specialist to continue to treat private / compensable patients at Southern Health in accordance with the specific terms of the Full Time Specialist's Letter of Appointment until the expiry date of the Letter of Appointment.

#### 16.3 Calculation of Termination and Redundancy Payments

The sums in this Subclause shall be calculated in accordance with Schedule 1 providing that no monies accruing as a result of fee-sharing shall be included in the calculation.

#### 17. CREDENTIALLING

- 17.1 It is a term of this Agreement that Full Time Specialist's are and at all times will be required to be credentialled for the procedures/operations which they undertake by the relevant Program Medical Director, appointed for this purpose by the Chief Executive Officer of Southern Health or his/her nominee, for the period that the Full Time Specialist provides medical services to Southern Health and its patients, under any arrangement between the parties, in accordance with any requirements prescribed by Southern Health.
- 17.2 It shall be a condition of the Full Time Specialist to continue to provide services to Southern Health that such credentialling must be both documented and reviewed annually by the relevant Program Medical Director.

#### 18. ON CALL/RECALL

**18.1** A Full Time Specialist may be required to be on-call or available to attend the campus for medical emergencies. Payment in respect of being on-call or available for recall is included in the rates set out in Schedule 1 to this Agreement.

#### 18.2 Recall Payments

A Full Time Specialist who is recalled for duty away from the place at which the Full Time Specialist is available for contact will, in respect of each recall, be paid an amount as negotiated between Southern Health and the Full Time Specialist, providing that this is no less advantageous than travel time plus an hourly rate for the time spent at the place to which the Full Time Specialist is recalled at an hourly rate of time and a half on weekdays and double time on weekends or public holidays.

#### 19. CONTRACT PERIOD

Non renewal of contracts shall not be harsh, unjust or unreasonable, and contracts of no less than three (3) years are standard save for identifiable and appropriate circumstances such as initial Specialist appointments, and specific mutually agreed projects. Appropriate circumstances do not include circumstances where a short term contract extension is used as a device to avoid responsibilities under what is in effect a continuing or ongoing employment relationship.

#### 20. DUTIES

In accordance with this Agreement, Full Time Specialists will undertake the duties and exercise the powers assigned to him/her as directed by Southern Health. Without limiting the generality of the foregoing a Full Time Specialist will :

- 20.1 be responsible for the provision of clinical management and treatment to all patients admitted to the Program(s) under the Full Time Specialist's particular Unit/Department and in the Full Time Specialist's care and at whichever Campus of Southern Health determined by the Program;
- **20.2** perform timely and regular ward rounds as agreed for inpatient care;
- 20.3 participate in the on-call arrangements for the Full Time Specialist's Unit as required,

- **20.4** provide care to non-inpatients attending unit clinics as required;
- **20.5** provide a Specialist consultative service as required by other Senior Medical staff at all campuses of Southern Health;
- **20.6** take reasonable steps to ensure the completion of medical records so that they properly record and reflect clinical decisions, patient review and management plans;
- **20.7** take reasonable steps to ensure the completion on the medical record front sheet with details of diagnosis, treatments, complications, co-morbidities and operations performed;
- **20.8** comply with the policies and procedures of Southern Health;
- **20.9** ensure that Southern Health policies with respect to effective discharge planning are implemented;
- **20.10** participate in the teaching and training of interns, residents and registrars as requested;
- **20.11** attend meetings as required to facilitate unit management;
- **20.12** participate in quality improvement activities;
- **20.13** attend other Southern Health meetings from time to time as negotiated;
- **20.14** support Southern Health and Program(s) within which the Full Time Specialist is involved to achieve the outcomes specified in any Service Agreement:
- **20.15** abide by the rules and regulations of the Senior Medical Staff, the By-laws of Southern Health and the policies of the Board of Directors of Southern Health.
- 20.16 maintain current registration as required by the Medical Practice Act 1994;
- 20.17 participate in Southern Health's performance appraisal process; and
- **20.18** be permitted to admit and treat private/compensable patients subject to Southern Health's admission policies and availability of resources, recognising that Southern Health is not responsible for medical fees associated with private/ compensable patients, except as may be agreed between the parties.

#### 21. EXCLUSION OF CONFLICTING ACTIVITIES

- 21.1 The Full Time Specialist shall not be engaged or interested either directly or indirectly in any trade, business, or occupation during the hours he/she has undertaken to attend at Southern Health where such engagement would:
  - (a) conflict with the interests of Southern Health; and/or
  - (b) impinge on the capacity of the Full Time Specialist to perform the duties or provide the services under this Agreement.

21.2 Notwithstanding Clause 21.1, Southern Health recognises that the Full Time Specialist's first responsibility is to the clinical priorities of his/her patients and nothing in Clause 21.1 shall prevent a Full Time Specialist meeting those obligations, providing that the Full Time Specialist takes reasonable steps to minimise the likelihood of other priorities impinging on his/her ability to perform the duties associated with the Agreement.

#### 22. NON-DISCLOSURE OF INFORMATION

- 22.1 Full Time Specialists shall keep confidential both during the period of his/her appointment and afterwards all Confidential Knowledge acquired during the course of this employment except if:
  - (a) Southern Health directs or permits the Full Time Specialist to divulge the Knowledge;
  - (b) divulging the Knowledge is reasonably necessary in the course of the Full Time Specialist's duties;
  - (c) divulging the Knowledge is required by law;
  - (d) the Knowledge relates to medical or scientific research and is divulged in a learned journal or at a scientific conference and it is in the public interest that the Knowledge is divulged; or
  - (e) divulging knowledge to his or her professional organisation which is relevant to that organisation. Such information should be forwarded to the professional organisation through the Senior Medical Staff Association, with a copy of the information also being forwarded to the Medical Director Southern Health.
- 22.2 During the period of his/her appointment or afterwards, the Full Time Specialist shall not make or use any Record relating to any matter concerning the activities or business affairs of Southern Health unless for the benefit of Southern Health. Any Record (whether made in accordance with or in breach of this paragraph) made by the Full Time Specialist shall be the property of Southern Health and it shall be left at Southern Health's premises together with any other Southern Health property then in the Full Time Specialist's possession or control if the Full Time Specialist's employment terminates for any reason whatsoever. However, nothing in this clause shall preclude the Full Time Specialist making copies of records relating to patients in the care of which the Full Time Specialist has been involved.

#### 23. INCAPACITY

23.1 If a Full Time Specialist is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her control ("the incapacity") from discharging in full the duties required of the Full Time Specialist for longer than three (3) months after the expiration of all sick and other relevant leave entitlements then Southern Health shall have the right, subject to the provisions of the Act, by written notice to the Full Time Specialist, to terminate his/her appointment on any date specified in the notice.

- 23.2 Southern Health may at any time while the incapacity continues require the Full Time Specialist to provide satisfactory evidence of the nature and cause of the incapacity.
- 23.3 The Full Time Specialist shall be entitled to accident make-up pay in accordance with the provisions of the *Hospital Specialists and Medical Administrators Interim Award* 1996.
- 23.4 Except as provided by this Agreement, the Full Time Specialist shall not be entitled to any salary or other emolument or benefit for any period during which the Full Time Specialist fails or is unable for any reason to perform his/her duties in full.

#### 24. INDEMNITY INSURANCE

Southern Health fully indemnifies Full Time Specialists relating to the treatment of public patients at Southern Health, and to the treatment of private patients when the fees for such treatment are deposited into a Special Purposes Fund and distributed by Southern Health under an agreed arrangement.

#### 25. DISPUTE RESOLUTION

#### 25.1 Framework for Resolution

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

#### 25.2 Process for Resolving Disputes

- 25.2.1 The Full Time Specialist shall attempt to resolve the dispute directly with their Unit Head. Full Time Specialist and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.
- 25.2.2 If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Full Time Specialist and, if the Full Time Specialist chooses, an Association representative or any other person.

25.2.4 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*.

#### 26. DEFINITIONS AND INTERPRETATION

The following definitions apply to this Agreement:-

- **"Clause"** refers to a clause in this Agreement and "Schedule" refers to the Schedule to this Agreement.
- "Confidential Knowledge" means knowledge or information regarding the business transactions, affairs, property, policies, processes or activities of Southern Health that is plainly of a confidential nature and treated by Southern Health as such.
- "Deputy Director of Medical Services" means a Doctor appointed as Deputy to a Director of Medical Services
- "Director of Medical Services" means a Doctor appointed as the Director of Medical Services (however styled) of a Hospital, provided that a Director of Medical Services appointed to a Group 1A or 1B Hospital will require a higher qualification appropriate to the specialty of medical administration, or will be able to satisfy Southern Health that he/she had sufficient experience in his/her specialty to satisfy the Hospital
- **"Executive Specialist"** means a Doctor appointed as such by the Hospital. An Executive Specialist is required to exercise professional leadership and/or management accountability which is clearly outside of the responsibilities of a Principal Specialist Level 2. Examples of such responsibility could include:
  - Responsibility over a range of units/departments
  - Direct supervision of a number of Principal Specialists Level 2
  - Required to serve on the Executive Management Team of the Hospital
  - Demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline

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

- "Principal Specialist" means a Doctor appointed as such by the Hospital. In addition to the qualifications for a Specialist role they must have
  - not less than nine years practical experience in that specialty after obtaining the higher qualification, or
  - sufficient experience in the specialties to satisfy the hospital that the appointment is warranted.

A Doctor appointed as a head of department or unit in a teaching hospital Group 1A or Group1B will be paid no less than a Principal Specialist Level 2. Where the Doctor has a first Specialist qualification and is undergoing further Specialist training, the time spent since acquiring their first Specialist qualification shall be counted as experience within this and any higher classification.

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

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

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

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

#### **SCHEDULE 1**

#### **RATES OF PAY**

1. Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 July 2002. The minimum weekly rate will be that set out in Column 1 below consistent with Full Time Specialist's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1 Minimum Rate Excluding Private Practice	Column 2 Minimum Rate Including Private Practice
Charielist	Arrangements	Arrangements
Specialist	\$1,936.90	\$2,324.30
1st year as Specialist	\$1,936.90 \$1,974.50	\$2,369.40
2nd year as Specialist 3rd year as Specialist	\$1,974.50 \$2,011.90	\$2,369.40 \$2,414.30
ord year as opecialist	\$2,011.90	φ2,414.30
Senior Specialist		
4th year as Specialist	\$2,146.70	\$2,576.00
5th year as Specialist	\$2,230.10	\$2,676.10
6th year as Specialist	\$2,317.20	\$2,780.60
7th year as Specialist	\$2,407.40	\$2,888.90
8th year as Specialist	\$2,501.40	\$3,001.70
9th year as Specialist and thereafter	\$2,550.50	\$3,060.60
Principal Specialist		
Level 1 - bottom of range	\$2,599.60	\$3,119.50
Level 1 - top of range	\$2,766.40	\$3,319.70
Level 2 - bottom of range	\$2,701.40	\$3,241.70
Level 2 - top of range	\$2,766.40	\$3,319.70
Executive Specialist		
Bottom of Range	\$2,766.40	\$3,319.70
Top of Range	\$3,185.50	\$3,822.70
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2. Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2003. The minimum weekly rate will be that set out in Column 1 below consistent with Full Time Specialist's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1 Minimum Rate Excluding Private Practice	Column 2 Minimum Rate Including Private Practice
	Arrangements	Arrangements
Specialist	9	Ŭ
1st year as Specialist	\$1,995.00	\$2,394.00
2nd year as Specialist	\$2,033.80	\$2,440.50
3rd year as Specialist	\$2,072.30	\$2,486.70
Senior Specialist		
4th year as Specialist	\$2,211.10	\$2,653.30
5th year as Specialist	\$2,297.00	\$2,756.50
6th year as Specialist	\$2,386.70	\$2,864.00
7th year as Specialist	\$2,479.70	\$2,975.60
8th year as Specialist	\$2,576.40	\$3,091.70
9th year as Specialist and thereafter	\$2,627.00	\$3,152.50
Principal Specialist	•	<b>.</b>
Level 1 - bottom of range	\$2,677.60	\$3,213.10
Level 1 - top of range	\$2,849.40	\$3,419.30
Level 2 - bottom of range	\$2,782.40	\$3,338.90
Level 2 - top of range	\$2,849.40	\$3,419.30
Evacutiva Specialist		
Executive Specialist Bottom of Range	\$2,849.40	\$3,419.30
Top of Range	\$3,276.80	\$3,419.30
Top of Natige	φ3,270.00	<b></b>

3. Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2004. The minimum weekly rate will be that set out in Column 1 below consistent with Full Time Specialist's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1 Minimum Rate Excluding Private Practice	Column 2 Minimum Rate Including Private Practice
Outsilated	Arrangements	Arrangements
Specialist	<b>\$2.054.00</b>	<b>#0 405 00</b>
1st year as Specialist	\$2,054.90	\$2,465.90
2nd year as Specialist	\$2,094.70	\$2,513.70
3rd year as Specialist	\$2,139.40	\$2,561.30
Senior Specialist		
4th year as Specialist	\$2,277.50	\$2,733.00
5th year as Specialist	\$2,365.90	\$2,839.10
6th year as Specialist	\$2,458.30	\$2,950.00
7th year as Specialist	\$2,554.10	\$3,064.90
8th year as Specialist	\$2,653.70	\$3,184.40
9th year as Specialist and thereafter	\$2,705.90	\$3,247.10
Principal Specialist		
Level 1 - bottom of range	\$2,757.80	\$3,309.40
Level 1 - top of range	\$2,939.80	\$3,521.80
Level 2 - bottom of range	\$2,866.00	\$3,439.20
Level 2 - top of range	\$2,939.80	\$3,521.80
Executive Specialist		
Bottom of Range	\$2,939.80	\$3,521.80
Top of Range	\$3,375.10	\$4,050.10
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4. Full time Specialists, Senior Specialists, Principal Specialists, Executive Specialists and Medical Administrators also performing clinical work will be paid the following minimum rates from the first pay period to commence on or after 1 January 2005. The minimum weekly rate will be that set out in Column 1 below consistent with Full Time Specialist's correct classification, save that the salaries of practitioners who do not receive at least the minimum rate set out in Column 2 by inclusion of private practice earnings within the Hospital will be supplemented to that amount.

	Column 1 Minimum Rate Excluding Private Practice Arrangements	Column 2 Minimum Rate Including Private Practice Arrangements
Specialist	Arrangements	Mangements
1st year as Specialist	\$2,116.60	\$2,539.90
2nd year as Specialist	\$2,157.60	\$2,589.10
3rd year as Specialist	\$2,198.50	\$2,638.20
Senior Specialist	<b>#0.045.00</b>	ФО 044 OO
4th year as Specialist	\$2,345.80	\$2,814.90
5th year as Specialist	\$2,436.80	\$2,924.20
6th year as Specialist	\$2,532.10	\$3,038.50
7th year as Specialist	\$2,630.80	\$3,156.90
8th year as Specialist	\$2,733.20	\$3,279.90
9th year as Specialist and thereafter	\$2,787.00	\$3,344.40
Principal Specialist		
Level 1 - bottom of range	\$2,840.50	\$3,408.60
Level 1 - top of range	\$3,022.90	\$3,627.50
Level 2 - bottom of range	\$2,951.90	\$3,542.30
Level 2 - top of range	\$3,022.90	\$3,627.50
Executive Specialist		
Bottom of Range	\$3,022.90	\$3,627.50
Top of Range	\$3,476.40	\$4,171.70
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for and on behalf of Southern Health		
SIGNED THIS DAY OF	,	