

AG844388 PR965198

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

Southern Health, Monash Medical Centre

and

**Australian Medical Association (Victoria) Limited
(AG2005/6723)**

**AMA SOUTHERN HEALTH VISITING MEDICAL OFFICERS' CERTIFIED
AGREEMENT 2002**

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 17 NOVEMBER 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 1 July 2002 and shall remain in force until 30 June 2005.

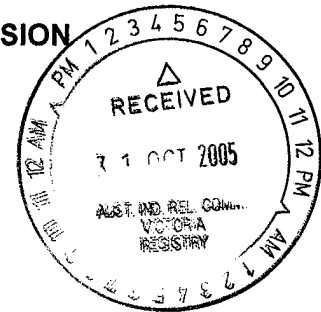
BY THE COMMISSION:



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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
WORKPLACE RELATIONS ACT 1996
CERTIFIED AGREEMENT



1. TITLE

This Agreement shall be called the AMA Southern Health Visiting Medical Officers' 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 employed in the capacity of Visiting Medical Officers, but not Full Time Specialists or Hospital Medical Officers whose employment is regulated by separate agreements;
- 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 Interim Award 1996*. 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 Visiting Medical Officer by Southern Health and such rights will be prescribed in the Visiting Medical Officer'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 employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 5.2** Subject to Southern Health 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer is required to be familiar.

- 6.3 Southern Health shall deduct income taxation instalments from gross remuneration paid to the Visiting Medical Officer in accordance with law.
- 6.4 The parties agree that during the period of this agreement they will work together to develop an agreed set of criteria for the remuneration of Principal Specialists within the Level 1 range of salaries, such discussions to be underpinned by considerations such as fairness and equity, organisational efficiency and capacity to pay.

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 Visiting Medical Officer. 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 Visiting Medical Officer from either Health Super or HESTA. In the absence of the Visiting Medical Officer 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 Visiting Medical Officer shall be entitled to annual and other leave as follows:

8.1 Annual Leave

25 working days Annual Leave, cumulative, paid pro rata to the fractional allocation of the Visiting Medical Officer for those Visiting Medical Officers who participate in an On-call roster. 20 working days for those Visiting Medical Officers who do not participate in an On-call Roster.

8.2 Sick Leave

28 working days per year, cumulative, Sick Leave paid pro rata to the fractional allocation of the Visiting Medical Officer.

8.3 Conference Leave

- 8.3.1 The Visiting Medical Officer 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 Visiting Medical Officer shall be paid at the usual rate of remuneration the Visiting Medical Officer would have received if he or she had worked over the leave period.

- 8.3.2 The Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer, 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, step-child, 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 Visiting Medical Officer has completed 6 years of recognised service.
- 8.5.2 The Sabbatical Leave shall be paid at the Visiting Medical Officer's rate of remuneration at the date of the commencement of the leave.
- 8.5.3 The Visiting Medical Officer 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 26.
- 8.5.4 In submitting an application for Sabbatical Leave, a Visiting Medical Officer may apply for a temporary variation in the number of hours worked each week during the period of Sabbatical Leave. Such a variation must be consistent with the nature of the project under consideration, and is not intended to vary, in any way, the level of benefits available, in total, to the Visiting Medical Officer. The sole intent is to enable, by agreement, a Sabbatical Leave project to be completed within a shorter time frame. Any dispute, in regards to the granting of such variation, shall be determined in accordance with Clause 26 of this Agreement.

- 8.5.5 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 Visiting Medical Officer 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 Visiting Medical Officer 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.
- 8.5.6 Any further qualifying period for Sabbatical Leave shall begin to run after the Visiting Medical Officer's return to work following Sabbatical Leave.
- 8.5.7 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 Visiting Medical Officer 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 Visiting Medical Officer 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 practitioner 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer's annual leave, or by mutual agreement one and one 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 Visiting Medical Officer 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 Visiting Medical Officer for the purposes of adoption, other than a child or step-child of the Visiting Medical Officer or of the spouse of the Visiting Medical Officer or a child who has previously lived continuously with the Visiting Medical Officer 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 Visiting Medical Officer 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 Officer stating that the Visiting Medical Officer is pregnant) - at least ten weeks;
 - 10.3.1(b) of the date on which the Visiting Medical Officer proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 10.3.2 When the Visiting Medical Officer gives notice under 10.3.1(a) the Visiting Medical Officer 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 A Visiting Medical Officer 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 Visiting Medical Officer, a Visiting Medical Officer may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 10.3.5 Where a Visiting Medical Officer continues to work within the six week period immediately prior to the expected date of birth, or where the Visiting Medical Officer elects to return to work within six weeks after the birth of the child, an employer may require the Visiting Medical

Officer 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 Visiting Medical Officer not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Visiting Medical Officer may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

10.3.6(b) Where a Visiting Medical Officer is suffering from an illness not related to the direct consequences of the confinement, a Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer may return to work at any time, as agreed between Southern Health and the Visiting Medical Officer provided that time does not exceed four weeks from the recommencement date desired by the Visiting Medical Officer.

10.4 Paternity leave

10.4.1 A Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Visiting Medical Officer, the adoption of a child takes place earlier.

10.5.2 Before commencing adoption leave, a Visiting Medical Officer will provide Southern Health with a statutory declaration stating:

10.5.2(a) the Visiting Medical Officer 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 Visiting Medical Officer's spouse; and

10.5.2(c) that for the period of adoption leave the Visiting Medical Officer will not engage in any conduct inconsistent with their contract of employment.

10.5.3 An employer may require a Visiting Medical Officer to provide confirmation from the appropriate government authority of the placement.

10.5.4 Where the placement of child for adoption with a Visiting Medical Officer does not proceed or continue, the Visiting Medical Officer will notify Southern Health immediately and Southern Health will nominate a time not exceeding four weeks from receipt of notification for the Visiting Medical Officer's return to work.

10.5.5 A Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer and Southern Health should agree on the length of the unpaid leave. Where agreement cannot be reached, the Visiting Medical Officer is entitled to take up to two days unpaid leave. Where paid leave is available to the Visiting Medical Officer, Southern

Health may require the Visiting Medical Officer to take such leave instead.

10.6 Variation of period of parental leave

Unless agreed otherwise between Southern Health and Visiting Medical Officer, a Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer make it inadvisable for the Visiting Medical Officer to continue at her present work, the Visiting Medical Officer 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 Visiting Medical Officer may elect, or Southern Health may require the Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a Visiting Medical Officer transferred to a safe job pursuant to 10.8, the Visiting Medical Officer 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 Visiting Medical Officer is qualified for and is capable of performing, the Visiting Medical Officer 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 a Visiting Medical Officer specifically engaged or temporarily promoted or transferred, as a result of an employee 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 Visiting Medical Officer who is being replaced.

11. LONG SERVICE LEAVE

11.1 Entitlement

- 11.1.1 A Visiting Medical 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.

- 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 Visiting Medical Officer who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Visiting Medical 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 clause 11.1.2(a).
- 11.1.2(c) In the case of a Visiting Medical 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.

11.2. Service entitling to leave

- 11.2.1 The service of a Visiting Medical 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 clause 11.1.
- 11.2.2 Service also includes all periods during which a Visiting Medical Officer 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 Visiting Medical Officer 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 – Incapacity 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 the Visiting Medical Officer for a period during which payment is made under clause 28 - Incapacity;
 - 11.2.4(e) any leave of absence of the Visiting Medical Officer 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 the Visiting Medical Officer's allowable period of absence from employment. A Visiting Medical 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 Visiting Medical Officer actually receives on termination or for which the Visiting Medical Officer is paid in lieu;
 - 11.2.4(h) the dismissal of a Visiting Medical Officer if the Visiting Medical Officer 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 Visiting Medical Officer for a period not exceeding twelve months in respect of any pregnancy;
 - 11.2.4(j) any other absence of a Visiting Medical Officer 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 Visiting Medical Officer, 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 the Visiting Medical Officer concerned.

11.3 Payment in lieu of long service leave on the death of a Visiting Medical Officer

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

11.4 Payment for period of leave

11.4.1 Payment to a Visiting Medical Officer in respect of long service leave will be made in one of the following ways:

- 11.4.1(a) in full in advance when the Visiting Medical Officer commences leave; or
- 11.4.1(b) at the same time as payment would have been made if the Visiting Medical Officer had remained on duty; or
- 11.4.1(c) in any other way agreed between the hospital and the Visiting Medical Officer.

11.4.2 Where the employment of the Visiting Medical Officer is for any reason terminated before taking long service leave to which the Visiting Medical Officer is entitled or where any long service leave accrues to a Visiting Medical Officer pursuant to clause 11.1.2(b), the Visiting Medical Officer 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 Visiting Medical Officer pursuant to clause 11.1.2(a), the Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer may in writing request payment in respect of such leave to be deferred until after the expiry of the Visiting Medical Officer's allowable period of absence from employment provided in clause 11.1.5(g).

11.4.3(b)(ii) except where the Visiting Medical Officer gives notice in writing that the Visiting Medical Officer has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the Visiting Medical Officer's allowable period of absence from employment.

11.4.3(b)(iii) where a Visiting Medical Officer gives notice in writing that the Visiting Medical Officer has been employed by another Institution or Statutory Body, Southern Health is no longer required to make payment to the Visiting Medical Officer 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 the Visiting Medical Officer, the Visiting Medical Officer 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 Visiting Medical Officer 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** 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 Visiting Medical 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, Southern Health may, from whatever remuneration is payable to the Visiting Medical Officer 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 Visiting Medical Officer's normal weekly hours of work calculated at the Visiting Medical Officer's ordinary time rate of pay provided in clause 16 – Remuneration at the time leave is taken or (if the Visiting Medical Officer dies before the completion of leave so taken) as at the time of death; and shall include the amount of any increase to the Visiting Medical 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 a Visiting Medical Officer 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 Medical Officers 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 Visiting Medical Officers to have their annual leave (including annual leave loading) in excess of eight (8) weeks' entitlement (including annual leave loading) paid out.
- 12.2** The Visiting Medical Officer 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 Visiting Medical Officer to Full Time Specialist, 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 Visiting Medical Officer will execute Terms of Settlement releasing Southern Health from any further claims in respect of that period of leave.
- 12.5** A Visiting Medical Officer 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 Visiting Medical Officer'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 Visiting Medical Officer'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 Visiting Medical Officer's circumstance.
- 12.7** Upon agreement with Southern Health, a Visiting Medical Officer 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 Visiting Medical Officer would otherwise be entitled subject to appropriate rostering within the Visiting Medical Officer department; or
- 12.7.2** twice the Rate of Remuneration for a period equal to half the period to which Visiting Medical Officer would otherwise be entitled.

- 12.8 Visiting Medical Officers may apply for a temporary variation in the number of hours allocated per week during their period of long service leave, providing that such variation will not affect total benefits or entitlements, but enable accrued benefits to be received over a shorter time period.

13. PROVISION OF MOBILE TELEPHONES

When Southern Health requires a Visiting Medical Officer to be in telephone contact for work purposes, Southern Health must provide a fully funded mobile phone for the Visiting Medical Officer's work use; OR fully reimburse the Visiting Medical Officer for all reasonable and actual costs incurred by the Visiting Medical Officer 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 Visiting Medical Officers 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 Visiting Medical Officer 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's main entrance;
- (d) Access for Visiting Medical Officers to Internet and e-mail facilities for work purposes;
- (e) Availability of an office for Visiting Medical Officers for private discussion with patient's relatives;
- (f) Access for Visiting Medical Officers 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 Visiting Medical Officer without prior notice if the Visiting Medical Officer 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 Visiting Medical Officer'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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer, Southern Health shall apply the principles of natural justice.

15.4 If Southern Health elects to terminate the employment of the Visiting Medical Officer 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 Visiting Medical Officer'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 Visiting Medical Officers who are employed pursuant to a short term contract, either Southern Health or the Visiting Medical Officer 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 Visiting Medical Officer does not give the required amount of notice and in the absence of agreement between the Visiting Medical Officer 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 Visiting Medical Officer's usual rate of remuneration.

16.2 Redundancy

- (a) If:
- (i) after consultation with the Visiting Medical Officer and the Association, its officers, or employees, the Visiting Medical Officer'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; or
 - (ii) a change proposed to a Visiting Medical Officer's contract during a contract period is of such magnitude that it alters the fundamental nature of the contract, and the Visiting Medical Officer does not agree to the change; then

the entire contract of employment will be terminated as a redundancy, on the terms set out in clause 16.2(b) hereof.

- (b) In the event of a Visiting Medical Officer's position becoming redundant, the Visiting Medical Officer shall be entitled to:
- (i) 6 months' gross remuneration; or
 - (ii) the gross remuneration (including bonuses and allowances) that would have accrued to the Visiting Medical Officer during the unexpired portion of the period of the letter of appointment for the provision of service by the Visiting Medical Officer to Southern Health.

whichever is lesser.

- (c) A reduction in a Visiting Medical Officer's working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract for the purposes of sub-clause 16.2(a)(ii).
- (d) The termination of the Visiting Medical Officer'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 Visiting Medical Officer to continue to treat private / compensable patients at Southern Health in accordance with the specific terms of the Visiting Medical Officer'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. FRACTIONAL ALLOCATION

17.1 The method of fractional allocation for Visiting Medical Officers should be in accordance with the Lochtenberg Implementation Guidelines finalised in 1995 as follows.

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

(a) Direct Public Patient Care and Related Activities

Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.

(b) Management/Administrative Responsibilities

Duties Associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, hospital reports.

(c) Hospital Meetings

Attendance at meetings constituted by Southern Health or at the request of Southern Health, including for example: when appointed to represent the medical staff on a hospital committee; when appointed to represent hospital management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to Southern Health business

(d) Participation in Quality Assurance Activities as Required by the Southern Health

Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is attendance at committees established under ACHS guidelines, and Inter-unit clinical meetings e.g. Grand Rounds

(e) Teaching and research as required by Southern Health and not directly funded by the University

(f) Practice in a Distant Location (where an allowance is not being paid).

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

- 17.4** Southern Health will offer initial contracts of one (1) year duration and then subsequent contracts of three (3) and five (5) years respectively. These periods shall be general standard save where other identifiable circumstances justify a shorter appointment. Such circumstances would not include situations 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. Variation of time fractions and non renewal of contracts shall not be harsh, unjust or unreasonable;
- 17.5** Where circumstances reasonably require, the Visiting Medical Officer and Southern Health shall be entitled at any time to review the fractional rate and to substitute an altered rate which properly reflects the demands and the responsibilities and workload of the Visiting Medical Officer at Southern Health and the requirements of Southern Health;
- 17.6** Not less than one month before each anniversary of the Commencement Date, the Visiting Medical Officer and the Program Medical Director shall review the Visiting Medical Officer's workload during the previous year and his/her anticipated workload for the following year. After this review, the parties shall fix the number of hours per week which the duties of the Visiting Medical Officer are expected to occupy during the following year and the percentage of an Equivalent Full Time appointment; and
- 17.7** Any variation to the fractional rate and the number of hours to be worked by the Visiting Medical Officer shall be on three (3) months' notice given by Southern Health to the Visiting Medical Officer.
- 17.8** The work hours of a Visiting Medical Officer can be changed either at the end of a contract period where allowed by the contract, with appropriate notice during the contract period or upon the provision of notice set out at clause 17.7 herein..

18. CREDENTIALLING

- 18.1** It is a term of this Agreement that Visiting Medical Officer'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 Visiting Medical Officer provides medical services to Southern Health and its patients, under any arrangement between the parties, in accordance with any requirements prescribed by Southern Health.
- 18.2** It shall be a condition of the Visiting Medical Officer to continue to provide services to Southern Health that such credentialling must be both documented and reviewed annually by the relevant Program Medical Director.

19. ON CALL/RECALL ALLOWANCES

- 19.1** The Visiting Medical Officer shall make himself or herself available for Oncall/Recall out of normal hours. Payment for the Visiting Medical Officer being required to make himself or herself available for Oncall/Recall is included in the rates prescribed in Schedule 1 hereof.
- 19.2** Payment for work performed will be in accordance with one of the following options as determined by Southern Health in its absolute discretion:

- (a) An Oncall allowance together with an hourly rate prescribed in Schedule 1 for the Visiting Medical Officer performing the work;
- (b) Fee for Service at 100% of the Commonwealth Medicare Benefits Schedule rate applicable at the time that the service is provided. Fee for Service will only be paid in circumstances when a time critical emergency requires the patient care to be performed out of hours; or
- (c) The Visiting Medical Officer's fractional allocation shall include a component for on-call availability and for work to be performed out of hours. In this case payments shall be negotiated between the parties.

20. CONTRACT OF EMPLOYMENT

- 20.1** Visiting Medical Officers will provide clinical services for Southern Health patients and other services referred to in his or her letter of appointment.
- 20.2** The letter of appointment shall prescribe the clinical and other services and responsibilities assigned to the Visiting Medical Officer and will require the Visiting Medical Officer to work at Southern Health, and details of the fractional allocation in accordance with Clause 17 - Fractional Allocation.

21. DUTIES

In accordance with this Agreement, Visiting Medical Officers will undertake the duties and exercise the powers assigned to him or her as directed by Southern Health. Without limiting the generality of the foregoing a Visiting Medical Officer will :

- 21.1** be responsible for the provision of clinical management and treatment to all patients admitted to the Program(s) under the Visiting Medical Officer's particular Unit/Department and in the Visiting Medical Officer's care and at whichever Campus of Southern Health determined by the Program;
- 21.2** perform timely and regular ward rounds as agreed for inpatient care;
- 21.3** participate in the on-call arrangements for the Visiting Medical Officer's Unit as required,
- 21.4** provide care to non-inpatients attending unit clinics as required;
- 21.5** provide a specialist consultative service as required by other Senior Medical staff at all campuses of Southern Health;
- 21.6** take reasonable steps to ensure the completion of medical records so that they properly record and reflect clinical decisions, patient review and management plans;
- 21.7** take reasonable steps to ensure the completion on the medical record front sheet with details of diagnosis, treatments, complications, co-morbidities and operations performed;
- 21.8** comply with the policies and procedures of Southern Health;

- 21.9** ensure that Southern Health policies with respect to effective discharge planning are implemented;
- 21.10** participate in the teaching and training of interns, residents and registrars as requested;
- 21.11** attend meetings as required to facilitate unit management;
- 21.12** participate in quality improvement activities;
- 21.13** attend other Southern Health meetings from time to time as negotiated;
- 21.14** support Southern Health and Program(s) within which the Visiting Medical Officer is involved to achieve the outcomes specified in any Service Agreement;
- 21.15** 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;
- 21.16** maintain current registration as required by the *Medical Practice Act 1994*;
- 21.17** participate in Southern Health's performance appraisal process; and
- 21.18** 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.

22. EXCLUSION OF CONFLICTING ACTIVITIES

- 22.1** The Visiting Medical Officer shall not be engaged or interested either directly or indirectly in any trade, business, or occupation during the hours he or 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 Visiting Medical Officer to perform the duties or provide the services under this Agreement.
- 22.2** Notwithstanding Clause 22.1, Southern Health recognises that the Visiting Medical Officer's first responsibility is to the clinical priorities of his or her patients and nothing in Clause 22.1 shall prevent a Visiting Medical Officer meeting those obligations, providing that the Visiting Medical Officer takes reasonable steps to minimise the likelihood of other priorities impinging on his/her ability to perform the duties associated with the Agreement.

23. NON-DISCLOSURE OF INFORMATION

23.1 Visiting Medical Officers shall keep confidential both during the period of his or her appointment and afterwards all Confidential Knowledge acquired during the course of this employment except if:

- (a) Southern Health directs or permits the Visiting Medical Officer to divulge the Knowledge;
- (b) divulging the Knowledge is reasonably necessary in the course of the Visiting Medical Officer'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.

23.2 During the period of his or her appointment or afterwards, the Visiting Medical Officer 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 Visiting Medical Officer 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 Visiting Medical Officer's possession or control if the Visiting Medical Officer's employment terminates for any reason whatsoever. However, nothing in this clause shall preclude the Visiting Medical Officer making copies of records relating to patients in the care of which the Visiting Medical Officer has been involved.

24. INCAPACITY

24.1 If a Visiting Medical Officer is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond his or her control ("the incapacity") from discharging in full the duties required of the Visiting Medical Officer 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 Visiting Medical Officer, to terminate his/her appointment on any date specified in the notice.

24.2 Southern Health may at any time while the incapacity continues require the Visiting Medical Officer to provide satisfactory evidence of the nature and cause of the incapacity.

24.3 The Visiting Medical Officer shall be entitled to accident make-up pay in accordance with the provisions of the *Hospital Specialists and Medical Administrators Interim Award 1996*.

- 24.4** Except as provided by this Agreement, the Visiting Medical Officer shall not be entitled to any salary or other emolument or benefit for any period during which the Visiting Medical Officer fails or is unable for any reason to perform his/her duties in full.

25. INDEMNITY INSURANCE

Southern Health fully indemnifies the Visiting Medical Officers relating to the treatment of public patients at Southern Health, in addition to relating to the treatment of private patients when the fees for which patients are deposited into a Special Purposes Fund and distributed by Southern Health under an agreed arrangement..

26. DISPUTE RESOLUTION

26.1 Framework for Resolution

26.1.1 The parties intend that most issues will be resolved informally between a Visiting Medical Officer and the Visiting Medical Officer'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 Visiting Medical Officer's or stand downs by Southern Health.

26.1.2 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

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

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

26.2 Process for Resolving Disputes

26.2.1 The Visiting Medical Officer shall attempt to resolve the dispute directly with their Unit Head. The Practitioner and/or the Unit Head may request the presence of another member of staff or representative to represent their interests.

26.2.2 If the matter is still unresolved it shall be referred to the Director of Medical Services (or equivalent), who will meet with the Visiting Medical Officer and, if the Visiting Medical Officer chooses, an Association representative or any other person.

26.2.3 The parties must cooperate to ensure that these procedures are carried out expeditiously.

26.2.4 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*.

27. 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 (as defined by the Award) 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.

"Executive Specialist" means a Doctor appointed as such by Southern Health. 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 Southern Health
- 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 organisational structure contains such a role and a suitable candidate is available to fill it.

"Principal Specialist" means a Doctor appointed as such by Southern Health. 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 Southern Health that the appointment is warranted.

A Doctor appointed as a head of department or unit in a teaching hospital Group 1A or Group 1B (as defined by the Award) 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 Southern Health 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.

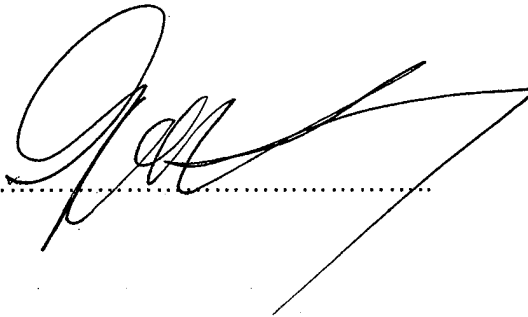
"Specialist" means a Doctor who possesses a higher qualification appropriate to the specialty in which they are employed or have sufficient experience in their specialty to satisfy Southern Health that the appointment is warranted.

SIGNATORIES

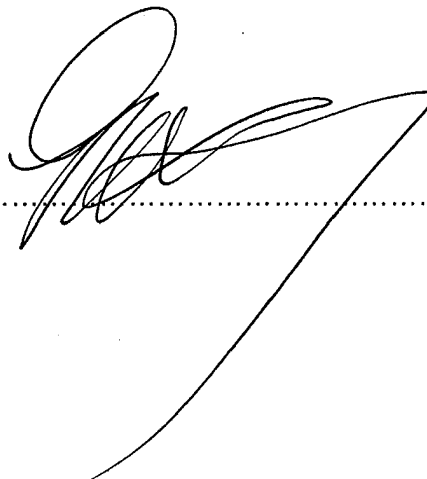
EXECUTED as an agreement this 21/10/2005 day of 2005.

Signed for and on behalf of the
MELBOURNE HEALTH SERVICES

Signed for and on behalf of the
**AUSTRALIAN MEDICAL
ASSOCIATION VICTORIA (LTD)**

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by a series of loops and a long horizontal stroke extending to the right.

Signed for and on behalf of the
**AUSTRALIAN SALARIED MEDICAL
OFFICERS FEDERATION**

A handwritten signature in black ink, similar to the one above, featuring a large 'G' and a long horizontal stroke.

SCHEDULE 1

RATES OF PAY

In the following tables the abbreviation "HPW" refers to the fractional allocation in accordance with Clause 17 expressed as Hours per Week

A A Visiting Medical Officer shall be paid the hourly rate set out below from the first pay period to commence on or after 1 July 2002.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 79.10	\$ 79.90	\$ 81.70	\$ 83.30	\$ 84.80
Year 2 and 3	\$ 81.00	\$ 81.80	\$ 83.60	\$ 85.20	\$ 86.70
Senior Specialist					
4th year as Specialist	\$ 82.30	\$ 83.20	\$ 85.10	\$ 86.70	\$ 88.30
5th year as Specialist	\$ 85.70	\$ 86.40	\$ 88.50	\$ 90.20	\$ 91.80
6th year as Specialist	\$ 88.90	\$ 89.80	\$ 91.90	\$ 93.60	\$ 95.30
7th year as Specialist	\$ 92.20	\$ 93.10	\$ 95.40	\$ 97.10	\$ 98.90
8th year as Specialist	\$ 95.60	\$ 96.40	\$ 98.80	\$ 100.60	\$ 102.40
9th year as Specialist and thereafter	\$ 98.80	\$ 99.65	\$ 102.10	\$ 103.90	\$ 105.85
Principal Specialist					
Level 1 Bottom of Range	\$ 102.00	\$ 102.90	\$ 105.40	\$ 107.20	\$ 109.30
Level 1 Top of Range	\$ 105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Level 2	\$ 105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Executive Specialist					
Bottom of Range	\$ 105.50	\$ 106.40	\$ 109.00	\$ 110.80	\$ 113.00
Top of Range	\$ 120.50	\$ 121.50	\$ 124.50	\$ 126.90	\$ 129.20

B. A Visiting Medical Officer shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2003.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 81.50	\$ 82.30	\$ 84.20	\$ 85.80	\$ 87.30
Year 2 and 3	\$ 83.40	\$ 84.30	\$ 86.10	\$ 87.80	\$ 89.30
Senior Specialist					
4th year as Specialist	\$ 84.80	\$ 85.70	\$ 87.70	\$ 89.30	\$ 90.90
5th year as Specialist	\$ 88.30	\$ 89.00	\$ 91.20	\$ 92.90	\$ 94.60
6th year as Specialist	\$ 91.60	\$ 92.50	\$ 94.70	\$ 96.40	\$ 98.20
7th year as Specialist	\$ 95.00	\$ 95.90	\$ 98.30	\$ 100.00	\$ 101.90
8th year as Specialist	\$ 98.50	\$ 99.30	\$ 101.80	\$ 103.60	\$ 105.50
9th year as Specialist and thereafter	\$ 101.80	\$ 102.60	\$ 105.20	\$ 107.00	\$ 109.00

Principal Specialist					
Level 1 Bottom of Range	\$105.10	\$ 106.00	\$ 108.60	\$ 110.40	\$112.60
Level 1 Top of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Level 2	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40

Executive Specialist					
Bottom of Range	\$108.70	\$ 109.60	\$ 112.30	\$ 114.10	\$116.40
Top of Range	\$124.10	\$ 125.10	\$ 128.20	\$ 130.70	\$133.10

C. A Visiting Medical Officer shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2004.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 83.90	\$ 84.80	\$ 86.70	\$ 88.40	\$ 89.90
Year 2 and 3	\$ 85.90	\$ 86.80	\$ 88.70	\$ 90.40	\$ 92.00
Senior Specialist					
4th year as Specialist	\$ 87.30	\$ 88.30	\$ 90.30	\$ 92.00	\$ 93.60
5th year as Specialist	\$ 90.90	\$ 91.70	\$ 93.90	\$ 95.70	\$ 97.40
6th year as Specialist	\$ 94.30	\$ 95.30	\$ 97.50	\$ 99.30	\$101.10
7th year as Specialist	\$ 97.90	\$ 98.80	\$ 101.20	\$ 103.00	\$105.00
8th year as Specialist	\$101.50	\$ 102.30	\$ 104.90	\$ 106.70	\$108.70
9th year as Specialist and thereafter	\$104.90	\$ 105.70	\$ 108.40	\$ 110.20	\$112.30

Principal Specialist					
Level 1 Bottom of Range	\$108.30	\$ 109.20	\$ 111.90	\$ 113.70	\$116.00
Level 1 Top of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Level 2	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90

Executive Specialist					
Bottom of Range	\$112.00	\$ 112.90	\$ 115.70	\$ 117.50	\$119.90
Top of Range	\$127.80	\$ 128.90	\$ 132.00	\$ 134.60	\$137.10

D. A Visiting Medical Officer shall be paid the hourly rate set out below from the first pay period to commence on or after 1 January 2005.

Classification	0.1-0.7 HPW Minimum Hourly Rate	7.1-10.5 HPW Minimum Hourly Rate	10.6-14.0 HPW Minimum Hourly Rate	14.1-17.5 HPW Minimum Hourly Rate	17.6+ HPW Minimum Hourly Rate
Specialist					
Year 1	\$ 86.40	\$ 87.30	\$ 89.30	\$ 91.10	\$ 92.60
Year 2 and 3	\$ 88.50	\$ 89.40	\$ 91.40	\$ 93.10	\$ 94.80
Senior Specialist					
4th year as Specialist	\$ 89.90	\$ 90.90	\$ 93.00	\$ 94.80	\$ 96.40
5th year as Specialist	\$ 93.60	\$ 94.50	\$ 96.70	\$ 98.60	\$100.30
6th year as Specialist	\$ 97.10	\$ 98.20	\$ 100.40	\$ 102.30	\$104.10

7th year as Specialist	\$100.80	\$ 101.80	\$ 104.20	\$ 106.10	\$108.20
8th year as Specialist	\$104.50	\$ 105.40	\$ 108.00	\$ 109.90	\$112.00
9th year as Specialist and thereafter	\$108.00	\$ 108.90	\$ 111.70	\$ 113.50	\$115.70

Principal Specialist

Level 1 Bottom of Range	\$111.50	\$ 112.50	\$ 115.30	\$ 117.10	\$119.50
Level 1 Top of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Level 2	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50

Executive Specialist

Bottom of Range	\$115.40	\$ 116.30	\$ 119.20	\$ 121.00	\$123.50
Top of Range	\$131.60	\$ 132.80	\$ 136.00	\$ 138.60	\$141.20