

11<sup>th</sup> of August 2025

*Private and Confidential*

Dr Deva Subasic de Azevedo  
Via Email - deva.subasic.de.azevedo@gmail.com

Dear Deva,

#### **OBSERVER AGREEMENT**

I wish to confirm the placement of Observer within Central Gippsland Health Service (hereafter called "CGH"). The placement, is in accordance with the Hospital Medical Officer position description, based at our Sale site.

The placement is as follows:

<b>POSITION:</b>	Emergency Department Hospital Medical Officer - Observer
<b>TERMS &amp; CONDITIONS:</b>	To observe procedures and treatment associated with the management of Emergency Department patients.  The observer must be under the supervision of a Medical Officer at all times.
<b>RESPONSIBLE TO:</b>	Clinical Lead - Emergency - Dr Rasha Mahmoud Director, Medical Services - Dr Divyanshu Dua
<b>COMMENCEMENT DATE:</b>	<b>18 August 2025</b>
<b>COMPLETION DATE:</b>	<b>31 August 2025 - 2 Weeks after Commencement Date</b>

#### **CONFIDENTIALITY:**

During the period of your Observership with CGH and at any time after you leave CGH, you are not to disclose to any unauthorised person confidential information relating to the business, staff, or clients of CGH.

Confidential information includes:

- (a) Any client / patient information, research information, financial information or business documents;
- (b) Any document or information marked as confidential and any information received or developed by you in the course of your placement which is not publicly available and relates to processes, equipment and techniques used by CGH in the course of our business including designs for product and technical data.

You acknowledge that during the course of your placement with us you become acquainted with or have access to the confidential information and you agree to maintain the confidence of the confidential information and to prevent its unauthorised disclosure to or use by any other person.

You agree not to use the confidential information for any purpose other than for our benefit during or after your placement with us.

You also agree that you will not, for whatever reason either for yourself or any third party appropriate, copy, memorise, or in any way reproduce any of the confidential information.

You agree to return any or all-confidential information upon request by us.

This is not meant to impose an obligation on you with respect to maintaining confidence regarding any portion of the confidential information that is:

- (a) generally known or available by publication, commercial use or otherwise; or
  - (b) already known by you at the time of disclosure to you;
- nor is it intended to prevent you from using your own skill in any business in which you may be engaged after your placement with CGH ceases.

**MEDIA STATEMENTS:**

Under no circumstances may any unauthorised statement be made to the press, radio or television without prior approval of the Chief Executive Officer.

**POLICE CHECK:**

The observer is required to undergo police check prior to their commencement. Non-compliance with this requirement may result in this agreement being void.

**WORKING WITH CHILDREN CHECK**

The observer maybe required to undergo a working with children check (WWC check). It is a legislative requirement that observers undertaking direct child related work on a regular basis have a WWC check. Non-compliance with this requirement may result in termination of employment.

**REQUIREMENT TO DISCLOSE ANY UNLAWFUL OFFENCES**

During the course of your observership should you be charged or convicted of any unlawful offence, you must immediately advise your relevant Director. Failure to do so may result in termination of this agreement.

**SMOKE FREE POLICY:**

Central Gippsland Health is a smoke free facility. Smoking will not be permitted in any CGH buildings, grounds, car parks or vehicles.

**DISPUTE RESOLUTION:****Grievance Procedures**

The parties to this contract recognise that from time to time individual observers may have grievances that need to be resolved in the interest of good relationships.

**Objective:**

It is the objective of this Health Service to ensure that grievances are resolved by negotiation and discussion between the parties.

An observer will have the right for a grievance to be heard through all levels of management.

**Procedure:**

- (a) In the first instance, the observer shall attempt to resolve the grievance with his/her immediate supervisor. The local union representative shall be present if desired by either party.
- (b) If the observer still feels aggrieved, then the matter shall be referred to his/her Department Head. The local union representative shall be present if desired by either party.
- (c) If the observer still feels aggrieved, then the matter shall be referred to his/her Divisional Director. The local union representative shall be present if desired by either party.

- (d) If the grievance is still unresolved, the matter shall be referred to the Chief Executive Officer and the senior local or state branch union representative.
- (e) If the grievance is still unresolved then the state branch union representative shall be advised and a meeting arranged. At this stage the employer's representative shall be advised and shall be represented at the request of either party.
- (f) It is agreed steps (i) to (v) shall take place within seven days.
- (g) If the grievance still exists the matter shall be referred to the Australian Industrial Relations Commission for a decision.
- (h) Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work.
  - a. Health and safety matters are exempted from this clause.

#### **Disciplinary Procedures:**

- (a) Where disciplinary action is necessary, the management representative shall notify the observer of the reason. The first warning shall be verbal and will be recorded on the observer's personnel file. A union representative shall be present if desired by either party.
- (b) If the problem continues the matter will be discussed with the observer and a second warning in writing will be given to her/him and recorded on her/his personnel file.
  - a. A union representative shall be present if desired by either party.
- (c) If the problem continues the observer will be seen again by management. If a final warning is to be given then it shall be issued in writing and a copy sent to the relevant union.
  - a. A union representative shall be present if desired by either party.
- (d) In the event of the matter recurring, then the observer may be terminated. No dismissals are to take place without the authority of senior management.
- (e) Dismissal of an observer may still occur for acts of "serious and wilful misconduct."
- (f) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to the Commission for resolution. Such resolution shall be accepted by the parties as final.
- (g) If after any warning, a period of twelve months elapses without any further warnings or action being required, all adverse reports relating to the warning must be removed from the observer's personnel file.
- (h) Employers will formulate policies and practices in accordance with these procedures, which shall be circulated to all observers throughout the Health Service, and which shall be translated into other language groups.
- (i) All new observers shall be handed a copy of these procedures on commencement of employment.

#### **OTHER CONDITIONS:**

##### **Observers are required to:**

- (a) support the Mission, Goals and Values of the Health Service.
- (b) abide by, and ensure that they are familiar with the policies and procedures set down by the Health Service.

- (c) wear suitable clothing and footwear, and to maintain an acceptable appearance whilst on duty.
- (d) wear at all times whilst on duty, in a clearly visible position, the name badge provided by the Health Service.
- (e) finish all work undertaken to an acceptable standard.
- (f) maintain a harmonious and courteous attitude towards other Health Service observers, clients and the public.

The Health Service reserves the right to withhold final termination/resignation pays until all Health Service property, keys, etc., are returned to management.

**Specifically**

- : All observers are required to sign an observership agreement.
- : The position description is part of the terms and conditions of observership.
- : Staff members may be requested, by consultation and agreement, to renew this contract at any time should it be found that a new job description is required.

To confirm your acceptance of this placement please do the following:

1. Sign at the bottom of this agreement confirming acceptance of the offer.
2. Return original copy of this Contract and Code of Conduct along with a Police Record Check (if you have one which is less than three (3) years old) to the address below within 14 days of the date of this document. A copy of this agreement has been included for your own records.

**Dr Rasha Mahmoud, Clinical Lead Emergency**

Dr Divyanshu Dua, Director, Medical Services

Central Gippsland Health

Via email: [jacqueline.southall@cghs.com.au](mailto:jacqueline.southall@cghs.com.au)

Please contact me on (03) 5143 8524 if you have any queries in relation to this agreement.

Yours sincerely



**Jacqueline Southall**

Acting, Manager, Medical Recruitment & HMO Coordination

I, **Dr Deva Subasic de Azevedo**, have read, understood and accept the offer of as outlined above.

I agree to abide by all by-laws, Policies and Procedures of Central Gippsland Health Service as they apply to this observer agreement.

I agree to advise Central Gippsland Health Service in writing as soon as practicable of any changes that may impact on my performance or ability to undertake the role in which I have been appointed.

Signed: .....

Date:     /     /

Print Name: .....