



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals Industrial Association
(AG2018/1172)

AMA VICTORIA - VICTORIAN PUBLIC HEALTH SECTOR - DOCTORS IN TRAINING ENTERPRISE AGREEMENT 2018-2021

Health and welfare services

COMMISSIONER GREGORY

MELBOURNE, 31 JULY 2018

Application for approval of the AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the *AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021* (“the Agreement”). The application is made under s.185 of the *Fair Work Act 2009* (Cth) (“the Act”) by the Victorian Hospitals Industrial Association (“the Applicant”).

[2] The application was dealt with in a conference convened at the request of the parties on 23 July 2018. A range of matters were discussed in that conference and the parties confirmed that they were generally in agreement about certain outstanding matters, including the provision of undertakings and some agreed amendments that were sought to be made to the proposed Agreement.

[3] It is also noted that the Agreement makes provision for annualised salaries at sub clause 42.2. However, the Applicant indicated that it is very rare for annualised salary arrangements to be provided to employees covered by this Agreement. It also indicated any employees who negotiate annualised salary arrangements can make requests for a reconciliation to be carried out if they have concerns about those arrangements when compared to the terms and conditions contained in the Agreement or the underlying *Medical Practitioners Award 2010*.¹

[4] The Applicant has also requested that the Commission exercise the discretion available to it under s.586(a) of the Act to allow a correction or amendment to the proposed Agreement. These are described by the Applicant as “administrative errors,” and the amendments are sought so that the Agreement reads as actually intended.

[5] The first involves an amendment to Schedule B, Part 4, Table 4.1. The Applicant submits that the rates that are set out in the relevant Table in the Agreement that was attached

to the application do not equate to 2.5% of the first year of experience for those classifications, as intended by sub clause 37.3 of the proposed Agreement.

[6] The second matter involves clause 16 of the Agreement and, in particular, the wording in sub clause 16.9(c)(i). The wording in the sub clause will accordingly be amended to read as follows:

“(i) by either the Doctor or Health Service giving a specified period of written notice, with the specified period being no more than 28 days; and”

[7] I am satisfied that it is appropriate for the Commission to exercise the discretion available to it to correct the Agreement in the manner proposed on the basis that these corrections simply ensure that the Agreement accurately reflects what was agreed to by the parties and the employees who voted to approve the Agreement.

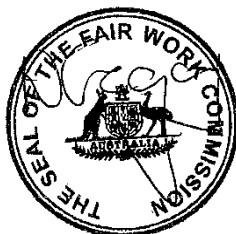
[8] The Applicant has now provided a revised copy of the Agreement that contains these amended corrections. It will now be published on the Commission’s website instead of the copy that was submitted to the Commission at the time the application was made.

[9] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement. I am also satisfied that the undertakings are agreed to by the Union Bargaining Representative, being the Australian Salaried Medical Officers Federation. The undertakings are approved and will now be taken to be a term of the agreement.

[10] I am otherwise satisfied that each of the requirements in ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[11] The Australian Salaried Medical Officers Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[12] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 August 2018. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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Annexure A



Victorian Hospitals' Industrial Association

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27 July 2018

Commissioner Gregory
Fair Work Commission
11 Exhibition Street
Melbourne, VIC, 3000

Dear Commissioner,

Undertakings - AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021 (AG2018/1172)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Schedule A and who are proposed to be covered by the *AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives these undertakings on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:

- (i) Regarding the definition of a shift worker for clauses 3 and 60.1:

A Doctor who is not entitled to a fifth week of annual leave by reason of:

1. *being required to make themselves available to participate in an on-call roster pursuant to clause 60.1; or*
2. *meeting the definition of shiftworker under the Agreement (because they are required to work in excess of their ordinary hours or works ordinary hours on 10 or more weekends),*

is entitled to a fifth week of annual leave if they are required to work shifts including weekends pursuant to clause 28.1 of the Award.

Our members care for people. VHIA cares for its members.

- (ii) With respect to Long Service Leave:

Where a Doctor is entitled to receive the benefit of an entitlement in Division 6 of the Long Service Leave Act 1992 (Vic) or its successor, the Agreement will not be applied in a manner which delivers a lesser entitlement over the same period of time.

- (iii) With respect to annualised salaries referred to at clause 42.2:

Any Doctor paid an annualised salary will be paid no less than if the Doctor received the applicable entitlements under the Agreement for the work performed by the Doctor. VHIA will remind members in each salary circular to ensure that, where annualized salaries are utilized, members ensure that the Doctor is receiving no less than they would under the Agreement.



Stuart McCullough
Chief Executive Officer
27 July 2018

¹ MA000031.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021

PART A – PRELIMINARY

1 Title

This Agreement is called the *AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021*.

2 Arrangement

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3 Definitions

3.1 In this Agreement except where the context requires otherwise:

- (a) **Act** means the *Fair Work Act 2009* (Cth), as varied from time to time, and any successor to that Act.
- (b) **Agreement** means the *AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021*, including all Schedules.
- (c) **Association** means the Australian Medical Association (Victoria) Limited ("**AMA**") or the Australian Salaried Medical Officers Federation (Victoria Branch) ("**ASMOF**").
- (d) **CMBS** means Commonwealth Medical Benefits Schedule.
- (e) **CME** means Continuing Medical Education.
- (f) **Doctor** means a registered medical practitioner employed by a Health Service as a Hospital Medical Officer, Medical Officer, Senior Medical Officer, Registrar or a person enrolled in a General Practice Training Program.
- (g) **Duty Hours** means those hours for which a Doctor is rostered or paid by the Hospital.
- (h) **EO Act** means the *Equal Opportunity Act 2010* (Vic), as amended or replaced from time to time.
- (i) **Experience** means the number of years the Doctor has been employed in a full-time or part-time capacity as a Doctor or any experience as a medical practitioner in Australia or other country where the Medical Board of Australia has accepted the qualifications held for the purposes of full registration. A year of experience is 52 weeks or, if necessary to even out a roster, 53 weeks. The exceptions to this definition are as follows:
 - (i) If the Doctor has worked a total average of 24 hours per week or less in a year, another year of employment must be completed before advancement to the next level of experience;
 - (ii) If, for a period of 5 years or more, the Doctor has not actively practised medicine or has not been regularly employed as a Doctor over a 5 year period, any prior service and experience will not be taken into account; and
 - (iii) Experience as a Registrar while performing Higher Duties pursuant to clause 51 (Higher Duties) will be counted as Experience for the purpose of the above where the Higher Duties period is continuous with a subsequent appointment to a Registrar position.
- (j) **FWC** means the Fair Work Commission.
- (k) **Health Service** means a public hospital or health service listed in Schedule A.
- (l) **Health Services Act** means the *Health Services Act 1988* (Vic), as amended or replaced from time to time.
- (m) **Higher Qualifications** means qualifications obtained by a Doctor after graduation and includes:
 - (i) post-graduate university degrees and diplomas for the purposes of registration as a Medical Specialist in Australia;
 - (ii) membership or fellowship of a Specialist Medical College for the purpose of registration as a Medical Specialist in Australia;
 - (iii) any other post-graduate qualification for the purposes of registration as a Medical Specialist in Australia;

- (iv) the first part or equivalent of a higher qualification as defined in this Agreement.
- (n) **Hospital Medical Officer (“HMO”)** means a Doctor with three or less years of experience and who is not performing the duties of a Medical Officer or a Registrar.
- (o) **Hourly Rate for Hospital Medical Officers, Medical Officers and Senior Medical Officers** means 1/38th of the relevant weekly rate.
- (p) **Hourly Rate for Registrars** means 1/43rd of the relevant weekly rate as the ordinary hours of work for Registrars are made up of 38 hours of ordinary duty plus 5 reasonable additional hours of training time, equalling 43 hours per week or an average of 43 hours per week for up to 4 weeks pursuant to subclause 34.
- (q) **HSR** means a health and safety representative (including a deputy health and safety representative) elected under the OHS Act.
- (r) **Institution** means any hospital, health service (whether or not listed in Schedule A) or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act.
- (s) **Medical Officer (“MO”)** means a Doctor with three or more completed years of experience and who is not performing the duties of a Registrar or performing medical work covered by another Award or agreement. A Medical Officer employed solely in an administrative position and who is not eligible to be covered by any other medical Award or agreement must be paid as a Medical Officer 5th year of experience.
- (t) **NES** means the National Employment Standards.
- (u) **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic).
- (v) **Parent Hospital** means a Hospital that employs a Doctor, typically on a one year contract from the first week of February, on the understanding that the Doctor may be directed to work at a Rotation Hospital in order to meet the requirements of a structured training program OR to meet service demands. Separate campuses of amalgamated health services are deemed to be the one Parent Hospital.
- (w) **Registrar** means a Doctor who is either appointed to an accredited Specialist training position (refer subclause 42.8(c)) or who holds a position designated as such by the Health Service.
- (x) **Rotation** means a period during which a Doctor is directed to work at a Hospital other than the one by which they are employed (the “Rotation Hospital”), or otherwise who is engaged by more than one Health Service in a calendar year at the direction of a Specialist Medical College, as part of a structured training program or to meet service demands. The Doctor remains an employee of the Parent Hospital for the rotation period.
- (y) **Rotation Hospital** means a hospital that receives a Doctor on rotation.
- (z) **Senior Medical Officer (“SMO”)** means a Doctor who is employed as a Head of Department or equivalent role within the Health Service.
- (aa) **Shiftworker**, for the purposes of the NES, is any Doctor who is required to work in excess of their ordinary hours, or works ordinary hours on more than 10 weekends (defined as a Saturday or Sunday or both) during the leave accrual year.
- (bb) **Specialist Medical College** means a medical college accredited by the Australian Medical Council.
- (cc) **Statutory Body** means the Department of Health and Human Services (Victoria) and, formerly, the Department of Health (Victoria) and the Department of Human Services (Victoria).

- (dd) **Training Time** means a rostered period of time available to Registrars for five hours per week dedicated for training which is free from service calls, with the exception of calls about genuine medical emergencies or disaster situations. Forms of Training Time are set out in subclause 34.4.
- (ee) **VHIA** means the Victorian Hospitals' Industrial Association.
- (ff) **Week** means seven consecutive days reckoned from and to midnight on Saturday night.
- (gg) **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).

- 3.2** Except where the context requires otherwise, a reference in this Agreement to "Hospital", "hospital" or "health care facility", "public health sector agency" or similar term is a reference to the hospital, health care facility, public health sector agency operated by a Health Service listed in Schedule A to this Agreement.
- 3.3** Where an Act of Parliament or Regulation referred to in this Agreement is or has been replaced by another Act of Parliament or Regulation, the reference to such an Act or Regulation shall be taken to refer to the successor Act or Regulation.
- 3.4** Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply.

4 Coverage

- 4.1** Subject to subclause 4.2, this Agreement covers:
 - (a) the Health Services (referred to in Schedule A) as employers;
 - (b) all registered medical practitioners employed by a Health Service as a:
 - (i) Hospital Medical Officer;
 - (ii) Medical Officer;
 - (iii) Senior Medical Officer;
 - (iv) Registrar; or
 - (v) person enrolled in a General Practice Training Program; and

provided the FWC so notes in its decision to approve this Agreement:

- (c) the Australian Salaried Medical Officers' Federation.
- 4.2** For the avoidance of any doubt, this Agreement does not cover any person in relation to ordinary work performed wholly on a fee for service or scheduled fee basis (including, by way of example only, the Commonwealth Medical Benefits Schedule (**CMBS**)).

5 Date and Period of Operation

- 5.1** This Agreement will operate seven days after the date upon which it is approved by the FWC.
- 5.2** The nominal expiry date of this Agreement is 31 December 2021.
- 5.3** The Agreement will continue in force after the nominal expiry date until replaced by a further enterprise agreement.

6 Relationship to Previous Awards, Agreements and the NES

- 6.1** This is a comprehensive agreement that regulates all terms and conditions of employment and expressly excludes and displaces the operation of all prior agreements and any Award(s) that may otherwise apply.
- 6.2** The Schedules to this Agreement form part of the terms of the Agreement and are to be read in conjunction with this Agreement for all purposes, including for enforcement.
- 6.3** This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to a Doctor's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to a Doctor.

7 Savings

- 7.1** This Agreement does not disturb the continued application of employment entitlements received by a Doctor prior to this Agreement, which are over and above the provisions of this Agreement.

8 No Extra Claims

- 8.1** The parties covered by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Doctors to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 8.2** The Health Services agree to commence discussions with the Association no later than six months prior to the nominal expiry date of this Agreement. Provided that any claim made by a person covered by this Agreement during that six-month period is not supported by industrial action, subclause 8.1 does not prevent a person covered by this Agreement from making a claim during the six-month period (or such earlier period as may be agreed) prior to the nominal expiry date of this Agreement.

9 Nature of Relationship

- 9.1** All minimum entitlements available to the Doctor arise through this Agreement and the NES. In most cases, the employment contract will only prescribe and enforce the time period for the employment relationship, whether the employment is full time or part time or casual and require the Doctor to abide by Health Service policies and procedures.
- 9.2** A Rotation Hospital must apply the Parent Hospital employment contract (refer to Definitions (subclauses 3.1(v), 3.1(x) and 3.1(y)) and clause 24).
- 9.3** Doctors participating in accredited Specialist training are generally required to maintain two discrete relationships: a trainee relationship with a Specialist Medical College and an employment relationship with a Health Service.
- 9.4** Where a Doctor takes up a Specialist training position accredited by the Specialist Medical College, it is the Health Service that employs the Doctor into the allocated position.

PART B – CONSULTATION, DISPUTE RESOLUTION, DISCIPLINE AND FLEXIBLE WORKING ARRANGEMENTS

10 Consultation

Nothing in this clause limits the Health Service's obligations to consult with HSRs under the OHS Act.

10.1 Consultation regarding major change

- (a) Where a Health Service proposes a major workplace change that may have a significant effect on a Doctor or Doctors, the Health Service will consult with the affected Doctor/s, the Association, and the Doctor's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Health Service will take reasonable steps to ensure Doctors, HSRs (where relevant) and the Association can participate effectively in the consultation process.

10.2 Definitions

Under this clause 10:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected Doctor** means a Doctor on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in the Health Service's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Doctors.
- (d) **Significant effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Health Service's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to a Doctor's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vi) removal of an existing amenity;
 - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (e) **Measures to mitigate or avert** may include but are not limited to:
 - (i) redeployment;
 - (ii) retraining;

- (iii) salary maintenance;
- (iv) job sharing; and/or
- (v) maintenance of accruals.

10.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard to all the circumstances including the complexity of the change proposed, and the need for Doctors and their representative to meet with each other and consider and discuss the Health Service's proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Health Service provides change impact statement and other written material required by subclause 10.4	
2.	Written response from Doctors and/or Association	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Health Service response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Doctors or Association	14 days of step 4
6.	Health Service to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Doctors or Association prior to advising outcome of consultation	14 days of step 5

10.4 Change Impact Statement (Step 1)

Prior to consultation required by this clause, the Health Service will provide affected Doctor/s and the Association with a written Change Impact Statement setting out all relevant information including:

- (a) the details of the proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Doctors of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Doctors, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;

- (e) the expected benefit of the change;
- (f) measures the Health Service is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an affected Doctor to have a representative including an Association representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or exposes the Health Service to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* or other legislation.

10.5 Doctor / Association response (step 2)

Following receipt of the change impact statement, affected Doctors and/or the Association may respond in writing to any matter arising from the proposed change.

10.6 Meetings (step 3)

- (a) As part of consultation, the Health Service will meet with the Doctor/s, the Association and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the affected Doctors and/or the Association.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

10.7 Health Service response (step 4)

The Health Service will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Doctors, Association and (where relevant) other representative/s.

10.8 Alternative proposal (step 5)

The affected Doctor/s, the Association and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

10.9 Outcome of consultation (step 6)

The Health Service will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under subclause 10.8, and will advise the affected Doctors, the Association and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether the Health Service intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Doctors; and
- (d) a summary of how matters that have been raised by Doctors, the Association and their representatives, including any alternative proposal, have been taken into account.

10.10 Consultation about changes to rosters or hours of work

- (a) Where a Health Service proposes to change a Doctor's regular roster or ordinary hours of work, the Health Service must consult with the Doctor or Doctors affected and their representatives, if any, about the proposed change.
- (b) The Health Service must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Doctor or Doctors affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Doctor's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Doctor or Doctors affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Doctor or Doctors concerned and/or their representatives.
- (c) The requirement to consult under this subclause 10.10 does not apply where a Doctor has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) These provisions are to be read in conjunction with the terms of the engagement between the Health Service and Doctor, other Agreement provisions concerning the scheduling of work and notice requirements.

10.11 Representation

For the purpose of consultation under this clause, a Doctor is entitled to be represented at any stage including by the Association or other chosen representative (where relevant).

10.12 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 12 of this Agreement.

11 Redundancy

11.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 11.1),
- (b) Definitions (subclause 11.2),
- (c) Redeployment (subclause 11.3),
- (d) Support to Affected Doctors (subclause 11.4),
- (e) Salary maintenance (subclause 11.5),
- (f) Relocation (subclause 11.6),
- (g) Employment terminates due to redundancy (subclause 11.7), and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 11.8).

11.2 Definitions

- (a) **Affected Doctor** for this clause 11 means a Doctor whose role will be redundant.
- (b) **Comparable Role** means an on-going role that:

- (i) is the same occupation as that of the Affected Doctor's redundant position or, if not, is in an occupation acceptable to the Affected Doctor; and
 - (ii) is any of the following:
 - (A) in the same clinical specialty as that of the Affected Doctor's former position;
 - (B) in a clinical specialty acceptable to the Affected Doctor; or
 - (C) a position that with the reasonable support described at subclause 11.3(g), the Affected Doctor could undertake; and
 - (iii) is the same grade as the Affected Doctor's redundant position;
 - (iv) takes into account the number of ordinary hours normally worked by the Affected Doctor;
 - (v) is a Reasonable Distance from the Affected Doctor's current work location;
 - (vi) takes the Affected Doctor's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 10 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Doctor is treated as unbroken and that the cap on the transfer of personal leave at subclause 61.8 does not apply. However, Continuity of Service is not broken where a Health Service pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Doctor's original work location, current home address, capacity of the Doctor to travel, additional travelling time, effects on the personal circumstances of the Affected Doctor, including family commitments and responsibilities and other matters raised by the Doctor, or assistance provided by their Health Service.
- (f) **Redeployment period** means a period of 13 weeks from the time the Health Service notifies the Affected Doctor in writing that consultation under clause 10 is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Health Service no longer requires the Affected Doctor's job to be performed by anyone because of changes in the operational requirements of the Health Service's enterprise.
- (h) **Relocation** means an Affected Doctor is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary maintenance** means an amount representing the difference between what the Affected Doctor was normally paid immediately prior to the Affected Doctor's role being made redundant and the amount paid in the Affected Doctor's new role following redeployment.

11.3 Redeployment

- (a) An Affected Doctor whose role will be redundant will be considered for redeployment during the redeployment period.
- (b) **Doctor to be advised in writing**
The Affected Doctor must be advised in writing of:
 - (i) the date the Affected Doctor's role is to be redundant,
 - (ii) details of the redeployment process,

- (iii) the reasonable support that will be provided in accordance with subclause 11.3(g), and
- (iv) the Affected Doctor's rights and obligations.

(c) **Health Service obligations**

The Health Service will:

- (i) make every effort to redeploy the Affected Doctor to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Doctor with support and assistance; and
- (ii) take into account the personal circumstances of the Affected Doctor, including family commitments and responsibilities.

(d) **Doctor obligations**

The Doctor must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume / CV to assist in securing redeployment;
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) **Rejecting a Comparable Role**

Where an Affected Doctor rejects an offer of redeployment to a Comparable Role (as defined), the Affected Doctor may be ineligible for a departure package referred to at subclause 11.7.

(f) **Temporary alternative duties**

An Affected Doctor awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Doctor's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Doctor's skills, experience, clinical area and profession.

(g) **Support for redeployment**

For an available role to be considered a Comparable Role, the Health Service must provide the reasonable support necessary for the Affected Doctor to perform the role which may include:

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Doctor is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Doctor works in a supernumerary capacity;
- (iii) support from educational staff in the clinical environment;
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) **Where no redeployment available**

If at any time during the redeployment period it is agreed that it is unlikely that the Affected Doctor will be successfully redeployed, the Affected Doctor may accept a redundancy package. Where this occurs, the Affected Doctor will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.

(i) **Non-Comparable Role**

An Affected Doctor may agree to be redeployed to a role that is not a Comparable Role.

11.4 Support to Affected Doctors

The Health Service will provide Affected Doctors whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining;
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for employees eligible to receive a separation package.

11.5 Salary Maintenance

- (a) Entitlement to salary maintenance

An Affected Doctor who is successfully redeployed will be entitled to salary maintenance where the Affected Doctor's pay is reduced because the new role:

- (i) is a lower grade;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

- (b) Period of salary maintenance

Salary maintenance will be for a period of 52 weeks from the date the Affected Doctor is redeployed except where the Affected Doctor:

- (i) accepts another position within the salary maintenance period, and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

- (c) Preservation of accrued leave

An Affected Doctor entitled to salary maintenance will have:

- (i) their long service leave and annual leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment; and
- (ii) their personal leave preserved in hours.

11.6 Relocation

- (a) Health Service to advise in writing of relocation

As soon as practicable but no less than seven days after a decision is made by the Health Service to temporarily or permanently relocate an Affected Doctor, the Health Service will advise the Affected Doctor in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Doctor. In addition, the Health Service will:

- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Doctor is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
- (iii) consult with the Association regarding the content of such information.

(b) **Entitlement to relocation allowance**

An Affected Doctor is entitled to relocation allowance where permanent or temporary relocation results in additional cost to the Affected Doctor for travel and/or other expenses.

(c) **Doctor to provide written estimate**

The Affected Doctor must make written application to the Health Service with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) **Payment**

- (i) The maximum relocation allowance payable by the Health Service will be \$1,900.00, paid as a lump sum.
- (ii) When considering the Affected Doctor's estimate, the Health Service may have regard to the Reasonable Distance
- (iii) In the event of a dispute about the Affected Doctor's estimate it will be resolved under clause 12 (Dispute Resolution).

(e) **Exceptions**

An Affected Doctor is not entitled to the relocation allowance if the site or campus to which the Affected Doctor is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) **Fixed term employees not excluded**

An Affected Doctor on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

11.7 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy is set out in the Public Sector Workplace Relations Policies 2015, as amended or replaced from time to time. The Victorian Government policy, as amended or replaced from time to time, applies to Doctors but does not form part of this Agreement.

11.8 Exception to application of Victorian Government's policy with respect to severance pay

- (a) Where the Affected Doctor's Health Service secures a Comparable Role (as defined) with another Health Service covered by this Agreement, which:
 - (i) is within a Reasonable Distance of the work site of the redundant position; and
 - (ii) provides Continuity of Service; and
 - (iii) where the Comparable Role results in a loss of income, salary maintenance at subclause 11.5 will apply; and
 - (iv) where relevant, consistent with the financial and other support provided to an internal redeployee;

the Doctor will be considered successfully redeployed as though the employment was with the same Health Service and no severance pay will apply.

12 Dispute Resolution

12.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 12, a dispute includes a grievance.

- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for flexible working arrangements;
 - (iv) a request for an additional 12 months parental leave; or
 - (v) matters purported to be saved due to the operation of the Savings provision.
- (c) A party to the dispute may choose to be represented at any stage by a representative including an Association or employer organisation. A representative, including an Association or employer organisation on behalf of a Health Service, may initiate a dispute.

12.2 Obligations

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where a Doctor:
 - (i) has a reasonable concern about an imminent risk to his or her health or safety;
 - (ii) has advised the Health Service of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Health Service to perform other available work that is safe and appropriate for the Doctor to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this subclause 12.2(b).

12.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Doctor employed by the Health Service, that Doctor will be released by the Health Service from normal duties as is reasonably necessary to enable them to represent the Doctor/s including:
 - (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) A Doctor who is part of the dispute will be released by the Health Service from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Health Service.

12.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Doctor/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Doctor/s and more senior levels of local management.

- (b) The discussions at subclause 12.4(a) will take place within fourteen days or such other period as mutually agreed having regard to the remaining length of the Doctor's contract of employment, and save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace in a reasonable time period having regard to the remaining length of the Doctor's contract of employment, it may be referred by a party to the dispute or representative to the FWC for conciliation and, if the matter in dispute remains unresolved, arbitration.

12.5 Disputes of a collective character

Disputes of a collective character may be dealt with more expeditiously by an early reference to the FWC. However, no dispute of a collective character may be referred to the FWC directly without a genuine attempt to resolve the dispute at the workplace level.

12.6 Conciliation

- (a) Where a dispute is referred for conciliation, the FWC member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the FWC is complete when:
 - (i) the parties to the dispute agree that it is settled; or
 - (ii) the FWC member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
 - (iii) the parties to the dispute inform the FWC member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

12.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the FWC proceed to determine the dispute by arbitration.
- (b) The FWC member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) If the dispute resolution procedure results in a finding by the FWC that a breach of the Savings provision of this Agreement has occurred, the parties agree that the order of the FWC under this subclause 12.7 will be to restore all rights and entitlements affected by the breach to the state which would have prevailed if the breach had not occurred.
- (d) Subject to subclause 12.7(e) below, a decision of the FWC is binding upon the persons covered by this Agreement.
- (e) An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

12.8 Conduct of matters before the FWC

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the FWC will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

13 Discipline

13.1 Application

- (a) Where a Health Service has concerns about:

- (i) the conduct of a Doctor; or
 - (ii) a performance issue that may constitute misconduct,

the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) A Doctor will be provided a reasonable opportunity to be represented at any time (including by an Association) with respect to all matters set out in this clause.

13.2 Definitions

- (a) **Performance** means the manner in which the Doctor fulfils his or her job requirements. The level of performance is determined by a Doctor's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) **Conduct** means the manner in which the Doctor's behaviour impacts on their work.
- (c) **Misconduct** means a Doctor's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Health Service. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Health Service, the Doctor is unable to fulfil all or part of their job requirements to a satisfactory level.
- (d) **Serious misconduct** is as defined under the Act and is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
 - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Doctor, in the course of the Doctor's employment, engaging in:
 - (A) theft; or
 - (B) fraud; or
 - (C) assault;
- (iv) the Doctor being intoxicated at work;
- (v) the Doctor refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Subclauses 13.2(d)(iii)-13.2(d)(v) do not apply if the Doctor is able to show that, in the circumstances, the conduct engaged in by the Doctor was not conduct that made employment in the period of notice unreasonable.

13.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Health Service will:
 - (i) advise the Doctor of the concerns and allegations in writing;

- (ii) provide the Doctor with any material which forms the basis of the concerns;
- (iii) ensure the Doctor is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
- (iv) advise the Doctor of their right to have a representative, including an Association representative;
- (v) ensure that the reason for any interview is explained; and
- (vi) take reasonable steps to investigate the Doctor's response.

13.4 Disciplinary procedure

- (a) The disciplinary procedure applies if, following the investigation, the Health Service reasonably considers that the Doctor's conduct or performance may warrant disciplinary steps being taken.
- (b) The Health Service will:
 - (i) notify the Doctor in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) meet with the Doctor.
- (c) In considering whether to take disciplinary action, the Health Service will consider:
 - (i) whether there is a valid reason related to the conduct or performance of the Doctor arising from the investigation justifying disciplinary action;
 - (ii) whether the Doctor knew or ought to have known that the conduct or performance was below acceptable standards; and
 - (iii) any explanation by the employee relating to conduct including any matters raised in mitigation.

13.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Health Service may take any of the following steps depending on the seriousness of the conduct or performance:
 - (i) counsel the Doctor, with the counselling recorded on the Doctor's personnel file;
 - (ii) give the Doctor a first warning, which will be verbal and a record of the warning recorded on the Doctor's personnel file;
 - (iii) give the Doctor a second written warning in the event that the Doctor has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv) give the Doctor a final written warning in the event that the Doctor has previously been given a second written warning within the preceding 18 month period for that course of conduct;
 - (v) terminate the Doctor's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
 - (vi) terminate the Doctor's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
 - (vii) as an alternative to subclause 13.5(a)(vi) above and in those circumstances, the Health Service may issue the Doctor with a final warning without following the steps in subclauses 13.5(a)(i) to 13.5(a)(iii) above.

- (b) The Health Service's decision and a summary of its reasons will be notified to the Doctor in writing.
- (c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Doctor's personnel file.
- (d) A dispute over this clause is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

14 Anti-bullying

- 14.1** Bullying, as defined at subclause 14.2 below, will not be tolerated in the workplace. Health Services will promote this message through their employment policies and procedures (refer subclause 27.2(f)).
- 14.2** Bullying is defined as repeated, unreasonable behaviour directed towards a worker, or group of workers, that creates a risk to health and safety (or other such definition that may be included in the Act).
- 14.3** The definition of bullying does not include:
 - (a) reasonable performance management by a Health Service;
 - (b) reasonable disciplinary management by a Health Service; or
 - (c) management direction or action when conducted in a reasonable manner.

15 Flexible Working Arrangements

- 15.1** The Act entitles specified Doctors to request flexible working arrangements in specified circumstances.
- 15.2** The specified Doctors are:
 - (a) full time or part time Doctors with at least 12 months' continuous service (calculated in accordance with subclauses 68.6 to 68.8); and
 - (b) long term casual Doctor with a reasonable expectation of continuing employment by the Health Service on a regular and systematic basis.
- 15.3** The specified circumstances are if the Doctor:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the *Carer Recognition Act 2010* (Vic) (for example, caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged);
 - (c) has a disability;
 - (d) is aged 55 years or older;
 - (e) is experiencing violence from a member of the Doctor's family; or
 - (f) provides care or support to a member of the Doctor's immediate family, or a member of the Doctor's household, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 15.4** A request for flexible working arrangements includes (but is not limited to) a request to work part-time upon return to work after the birth or adoption of a child to assist the Doctor to care for the child.

- 15.5** Changes in working arrangements may include, but are not limited to, hours of work, patterns of work and location of work.
- 15.6** The request must be in writing, set out details of the change sought and the reasons for the change.
- 15.7** The Health Service must give the Doctor a written response to the request within 21 days, stating whether the Health Service grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- 15.8** Where the Health Service refuses the request, the written response must include details of the reasons for the refusal.
- 15.9** Where a request for flexible work arrangements is made, a Doctor or Health Service is entitled to meet with the other party to discuss:
- (a) the request;
 - (b) an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds.
- 15.10** A Doctor or Health Service may choose to be represented at a meeting under subclause 15.9 by a representative including the Association or employer organisation.
- 15.11** The dispute resolution procedure in this Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.
- 15.12** Other entitlements relevant to family violence can be found at clause 71 (Family Violence Leave).

16 Individual Flexibility Arrangements

- 16.1** A Health Service and the Doctor may enter into an individual flexibility arrangement under this clause that varies the effect of certain terms of this Agreement in order to meet the genuine needs of the Doctor and the Health Service.
- 16.2** An individual flexibility arrangement must:
- (a) be genuinely agreed to by the Doctor and Health Service; and
 - (b) not contravene any law.
- 16.3** An individual flexibility arrangement must be about arrangements for when hours are worked.
- 16.4** A Doctor may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 16.5** The Health Service must ensure that any individual flexibility arrangement will result in the Doctor being better off overall than the Doctor would have been if no individual flexibility arrangement was made.
- 16.6** The Health Service must ensure that an individual flexibility arrangement is in writing and signed by the Doctor and the Health Service (and, if the Doctor is under 18 years of age, by the Doctor's parent or guardian), and that it is not required to be approved or consented to by any other person.
- 16.7** The Health Service must give a copy of the individual flexibility arrangement to the Doctor within 14 days after it is agreed.
- 16.8** The Health Service must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this Agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;

- (c) how the Doctor will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) the day on which the arrangement commences.

16.9 The Health Service must ensure that any individual flexibility arrangement:

- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
- (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
- (c) provides for the arrangement to be terminated:
 - (i) by either the Doctor or Health Service giving a specified period of written notice, with the specified period being no more than 28 days; and
 - (ii) at any time by written agreement between the Doctor and Health Service.

16.10 An individual flexibility arrangement may be expressed to operate for a specified term or while the Doctor is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term, or when the Doctor ceases to perform the specified role, unless terminated earlier on notice or by agreement.

PART C – DOCTOR EMPLOYMENT

17 Full-Time Employment

- (a) Full-time means:
 - (i) in respect of a HMO, MO or SMO - a Doctor who is ready, willing and available to work a full week of 38 hours;
 - (ii) in respect of a Registrar - a Doctor who is ready willing and available to work a full week of 38 hours plus five reasonable additional hours of Training Time (as defined at subclause 3.1(dd)) equalling 43 hours per week or an average of 43 hours per week over a period of up to four weeks.

18 Part-Time Employment

- 18.1** Part-time means a Doctor who is ready, willing and available to work on a regular basis any number of hours less than the ordinary hours of work prescribed in clause 17.
- 18.2** The number of hours worked by a part-time Doctor may vary from week to week by mutual agreement.
- 18.3** A part-time HMO, MO and SMO will be paid an hourly rate equal to 1/38th of the weekly salary for the Doctor's classification.
- 18.4** A part-time Registrar will be paid an hourly rate equal to 1/43rd of the weekly salary for the Doctor's classification. A Registrar will also receive Training Time in accordance with clause 34 (Training Time) on a pro-rata basis having regard to their part-time fraction.

Example: A part-time Registrar engaged on a 0.5 EFT contract will receive 2.5 hours Training Time per week.
- 18.5** Where expressly provided, a part-time Doctor is entitled to be paid for penalties and allowances on a pro-rata basis.
- 18.6** Where a part-time Doctor has an entitlement to leave under this Agreement, the part-time Employee will be paid according to the number of hours the Employee would have worked on the day/s on which the leave was taken.

19 Casual Employment

- 19.1** A casual means a Doctor classified as a HMO, MO or SMO and who is engaged in relieving work or work of a casual nature, but does not include a Doctor who could properly be classified as a full-time or part-time Doctor under clauses 17 and 18.
- 19.2** Subject to the minimum engagement period (or payment in lieu of), a casual Doctor's engagement is terminable with one hour's notice by either party. The minimum engagement for a casual Employee is two hours.
- 19.3** A casual Doctor will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification plus 25%.
- 19.4** Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by this Agreement.
- 19.5** A casual Doctor is entitled to the following:
 - (a) unpaid carer's leave for carer's responsibilities (subclause 61.10);

- (b) unpaid family violence leave (clause 71);
- (c) unpaid compassionate leave in accordance with the NES;
- (d) unpaid pre-adoption leave (clause 66);
- (e) parental leave (clause 67) (subject to the eligibility requirements of that clause);
- (f) applicable penalty payments for work performed on a public holiday (clause 63);
- (g) payments for shift work (subclauses 37.3 and 37.4);
- (h) Saturdays and Sundays (subclause 37.2); and
- (i) overtime (clause 36).

19.6 The following provisions do not apply to casual Doctors:

- (a) annual leave (clause 60);
- (b) paid personal/carer's leave (clause 61);
- (c) paid compassionate leave (clause 64);
- (d) paid family violence leave (clause 71);
- (e) long service leave (clause 68) (to the extent permitted by the *Long Service Leave Act 1992* (Vic));
- (f) conference/seminar leave (clause 50);
- (g) examination leave (clause 49);
- (h) rosters (clause 35);
- (i) notice period before termination (clause 29);
- (j) period of employment (clause 21);
- (k) flexible working arrangements (other than Doctors prescribed at subclause 15.2(b)) (clause 15);
- (l) payment for public holiday penalties where the Doctor doesn't perform work on that day (clause 63);
- (m) child care costs reimbursement (clause 57); and
- (n) community service leave (clause 70).

20 Casual Conversion

- 20.1** Where a casual Doctor has worked shifts on a regular and systematic basis over a period of 26 weeks, the Doctor and the Health Service recognise that the Doctor may be more properly classified as part-time or full-time.
- 20.2** The Doctor will not be considered rostered on a regular and systematic basis where these shifts are replacing an employee absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.
- 20.3** Either the Doctor or the Health Service has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- 20.4** Where such a conversion occurs, the Doctor will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Health Service.
- 20.5** Casual loading will cease, and any benefits relating to permanent employment will commence, at the time of appointment to permanent status.

21 Period of Employment

This clause does not apply to casual employees.

21.1 Minimum and Maximum period of employment

- (a) A Doctor's period of employment may be up to a maximum of 156 calendar weeks and not less than 52 weeks, unless otherwise specifically stated.
- (b) It is acknowledged that a joint working party is undertaking work to increase the minimum length of contract during the life of this Agreement (see clause 77 (Service Delivery Partnership Plan)).

21.2 Minimum and Maximum period of employment – exception

- (a) The restrictions in the above subclause 21.1 do not apply to:
 - (i) Medical Officers, Senior Medical Officers or Casual Doctors as defined in subclauses 3.1(s), 3.1(z) and 19.1 of this Agreement; and
 - (ii) facilitate placements arranged by a Specialist Medical College.

21.3 Effect of Certain Absences on Period of Employment

- (a) Where a Doctor is engaged for a period under this clause and is absent for a continuous period exceeding three months from employment as a result of Parental Leave (see clause 67), Family Violence Leave (see clause 71) or Carer's Leave (see clause 61), the provisions of subclauses 21.3(b)(i) and (b)(ii) shall apply.
- (b) Extension of contract – Parental Leave, Carer's Leave and Family Violence
 - (i) Prior to the scheduled commencement of a period of Parental Leave exceeding three months, the Health Service shall offer to vary the period of the contract to accommodate the length of the Parental Leave and the length of the remaining period of the existing contract. Where a Doctor exercises the right to request additional Parental Leave either under subclause 67.13 and the Health Service agrees, or further period of Parental Leave under clause 67 (in the event of additional pregnancy), the Health Service shall offer to further vary the period of the contract to accommodate for the length of the further period of Parental Leave.

Example

A Doctor commenced in February and has a contract that ends in February the following year. The Doctor commences 12 months parental leave in September. Prior to commencing parental leave the Health Service shall offer the Doctor a variation to their contract. The variation provides for the Doctor to extend their employment for the period of 12 months parental leave and to return to work at the cessation of the parental leave and complete the remaining 5 months of their initial contract term representing the period between September and February that had not been completed prior to the absence on parental leave.

- (ii) A Health Service shall also offer to vary the period of a Doctor's contract to accommodate an absence exceeding three months due to Carer's Leave or Family Violence Leave and the length of the remaining period of the existing contract. In the case of such an absence due to Carer's Leave or Family Violence, the obligation to offer to extend the contract will arise upon receipt of a request to be absent for a period exceeding three months.

- (iii) Nothing prevents a Doctor requesting, and a Health Service agreeing to, a period other than the remaining period of the contract.

Example

A Doctor commenced in February and has a contract that ends in February the following year. The Doctor commences 12 months parental leave in April. Prior to commencing parental leave the Health Service shall offer the Doctor a variation to their contract. The Doctor indicated they intend on obtaining employment next February and sought not to have their contract extended as they intended on obtaining employment in the following February. The Health Service agreed to the Doctor's request and the contract was not extended beyond the original date the contract expires.

22 Incidental and Peripheral Duties

- 22.1** The Health Service may direct a Doctor to carry out such duties as are within the limits of the Doctor's skill, competence and training consistent with the classification structure of the Agreement, provided that such duties are not designed to promote de-skilling.

23 Doctor Responsibilities

- 23.1** The Doctor provides medical services, including the keeping and maintaining of adequate medical records for Health Service patients.
- 23.2** The Doctor's Duty Hours must be devoted to the duties of their appointment.
- 23.3** The Doctor must not, without the consent of the patient, divulge to any person any information acquired when attending to a patient except as follows:
- (a) to the Health Service's Director of Medical Services, nursing staff or other medical staff where necessary to enable the Doctor to prescribe or act for that patient; or
 - (b) for medico legal purposes, to disclose any information to the Health Service relating to the mental or physical condition of a Health Service patient or former patient.
- 23.4** The Doctor should ensure that work performed outside of their employing Health Service does not result in an overall or unsafe work pattern for that Doctor pursuant to subclause 35.3.

24 Rotations between hospitals

- 24.1** The provisions of this clause 24 are to be read in conjunction with clause 9 (Nature of Relationships), the relevant definitions in clause 3 (Parent Hospital, Rotation Hospital, Rotation) and the allowances in clause 52 (Rotation Allowances).
- 24.2** A Parent Hospital may rotate a Doctor to work at another Hospital (the Rotation Hospital) as part of their structured training program or to meet service demands. For the duration of any such Rotation, the Doctor remains an employee of the Parent Hospital.
- 24.3** A Rotation must be agreed either at the time of the Rotation or at the time of initial appointment. Any single Rotation is typically for a period of 13 weeks. However, the length of any single Rotation may be varied if the position is so advertised or otherwise by agreement.
- 24.4** Where, as part of a "rotation" arrangement a Doctor is required to move residence:

- (a) The Doctor must be provided with a minimum of a whole calendar day clear from duty (including on-call and overtime) between their final shift at Hospital 1 and their first shift at Hospital 2.

*For example: Final shift ceases at Hospital 1 on Saturday at 10:00pm;
Whole Calendar Day clear from Duty on Sunday;
First shift commences at Hospital 2 on Monday at 8:00am.*

- (b) Notwithstanding 24.4(a) above, where the Doctor is required to perform night shift as their final shift or otherwise performs on-call period, the Doctor must be provided 48 hours break between completing their night shift/on-call period at Hospital 1 and their first shift at Hospital 2.
- (c) To jointly plan the transition of a Doctor between Hospital 1 and Hospital 2 to achieve the obligations prescribed above, engagement and cooperation must occur between the two hospitals prior to the final roster being issued and contemplate:
 - (i) Appropriate rostered ordinary hours coverage in Hospital 1 and Hospital 2
 - (ii) Appropriate on-call coverage
 - (iii) Appropriate skill-mix for coverage
 - (iv) Accommodation arrangements including contingency
 - (v) Reasonable time for the Doctor to relocate, including time to rest following their final shift, vacate their accommodation and travel to their next Hospital and appropriate time to settle in and orientate to their new location.
- (d) Where, due to unforeseeable circumstances, a Doctor is required to perform work beyond the time jointly agreed, appropriate overnight accommodation will be provided to the Doctor if the original accommodation is unavailable.

24.5 A Rotation may include a rotation to, but not from, an interstate hospital. In this case, a Rotation must only occur as part of the formally agreed training program and the doctor must commence the year with the Parent Hospital, and return to the Parent Hospital before the end of the year.

24.6 The Parent Hospital must not rotate a Doctor to a Rotation Hospital that does not make available to Doctors a library and other usual study aids of a standard acceptable to the Post Graduate Medical Council of Victoria.

24.7 During the period of Rotation, the Rotation Hospital is responsible for the payment of wages and entitlements accruing to the Doctor under the Agreement. This is an administrative arrangement between Hospitals and does not affect the Doctor's employment status under subclause 24.2 above.

24.8 The Rotation Hospital and the Parent Hospital may agree either:

- (a) that the Rotation Hospital pay all wages, allowances and utilised accrued entitlements directly to the Doctor; or
- (b) that the Rotation Hospital remits payment of all wages and entitlements in respect of the Doctor to the Parent Hospital based on timesheets and other information provided to the Parent Hospital by the Rotation Hospital.

24.9 Provided that where the arrangement at subclause 24.8(a) above is effected, service and the accrual of leave will continue unaffected with the Parent Hospital, subject to appropriate reductions for accrued entitlements utilised or the occasion of unpaid leave that would normally affect service.

25 Private Practice Rights

- 25.1** A Doctor who has completed the 1st year of experience as an HMO (Intern) may undertake private practice subject to the following, unless otherwise agreed:
- (a) such practice must not be carried on during Duty Hours; and
 - (b) such practice must not involve Health Service property or be conducted in any respect within the precincts of the Health Service.
- 25.2** Doctors may by agreement be on loan to other bodies or practitioners. Agreement must be reached between the Health Service, the Doctor and the other body.
- 25.3** The above subclause 25.2 applies to Doctors seconded for service with the Australian Defence Force but does not apply to service under the *Defence Act 1903*.

26 Notification of Classification

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

27 Orientation on Appointment

- 27.1** On a Doctor's appointment to a new position or a new location (including a Rotation) and as an orientation, the Health Service must inform the Doctor of those matters that are essential to the safe and efficient discharge of their responsibilities.
- 27.2** The orientation information must include a "Unit Handbook" or similar document containing written information that covers the following:
- (a) job duties, responsibilities and authority;
 - (b) emergency procedures;
 - (c) relevant clinical, ward and quality procedures, including contact details;
 - (d) procedures for ordering supplies and medical tests;
 - (e) information about Training Time arrangements consistent with clause 34;
 - (f) Bullying policy or procedure that promotes the statement:
"Bullying will not be tolerated in the workplace"; and
 - (g) a Performance Management Protocol consistent with clause 13.
- 27.3** During a Rotation, the orientation described in subclause 27.1 is the responsibility of the Rotation Hospital. Doctors are responsible for ensuring that they request appropriate information and clarification when required.

28 Orientation – Association Notification

- 28.1** On a quarterly basis, the Health Service must provide the Association with the dates, times and venues of any orientation/induction programs involving Doctors and the Association must be permitted to attend such programs.
- 28.2** Where the dates of these programs are fixed in advance, a list should be sent to the Association as soon as possible.

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

29 Termination of Employment

- 29.1** The employment of a full-time or part-time Doctor may be terminated:
- (a) by at least four weeks' notice given by the Health Service or the Doctor, or four weeks' wages paid or forfeited as the case may be in lieu of such notice, except that the period of notice may be reduced by agreement (subject to compliance with the NES); or
 - (b) at the end of a period of appointment under a fixed term or maximum term contract; or
 - (c) with written notice by the Health Service in the event of misconduct, malpractice, neglect of duty or breach of any condition of appointment after the Health Service has made careful inquiry into any matter alleged against the Doctor and has heard whatever statement the Doctor may wish to make relative to that matter and against such termination or has given the Doctor a reasonable opportunity to make such a statement. The Doctor may be assisted in making any statement or submission by a representative of the Association.
 - (d) The period of notice to be given by the Health Service pursuant to subclause 29.1(a) above shall be increased by one week if the Doctor is over 45 years of age and has completed at least two years' continuous service.
- 29.2** Casual employment may be terminated with one hour's notice.

30 Advertisement of Positions

- 30.1** Any notice, circular or advertisement for a position covered by the Agreement must specify the applicable rate of pay and classification.

31 Rotation to a General Practice Training Program

- 31.1** The Program Teaching Practice must provide in writing the terms and conditions of Rotation one month prior to the Doctor commencing the term. Such terms and conditions must include details of:
- (a) rostered hours of work;
 - (b) educational activities provided;
 - (c) paid release time for training program educational activities; and
 - (d) the name of the Doctor in the Practice who will be the designated supervisor. A supervisor must be available for consultation during all periods of duty.
- 31.2** The Program Teaching Practice will provide the Parent Hospital with details of any leave taken (including personal/carer's leave and annual leave) during the general practice rotation.
- 31.3** A maximum of one week's annual leave may be taken in any 13 week Program Teaching Practice rotation. The Program Teaching Practice must pay this annual leave entitlement either to the Doctor, if leave is taken, or to the Parent Hospital for subsequent payment to the Doctor when leave is taken.

- 31.4** The individual Program Teaching Practice must pay the respective Doctor for time worked in the period of employment with the Program Teaching Practice.
- 31.5** The individual Program Teaching Practice shall be responsible for:
- (a) payment of personal/carer's leave (to the extent of any credit advised by the Parent Hospital) taken whilst the Doctor is in a period of employment with the Program Teaching Practice; and
 - (b) pro-rata annual leave payment to the Doctor, either paid for leave taken or pay an equivalent amount to the Parent Hospital;
 - (c) workers compensation for the Doctor during the period of the employment with the Program Teaching Practice.
- 31.6** A Doctor rotated to a Program Teaching Practice situated more than 50 kilometres from the Parent Hospital must be provided with accommodation, including married accommodation if requested, during the period of Rotation free of charge. Married accommodation shall mean married quarters for married Doctors or Doctors in a domestic relationship accompanied by their family.
- 31.7** A Doctor rotated to a Program Teaching Practice situated more than 50 kilometres from their Parent Hospital shall be entitled to the Travelling Allowance set out in clause 55 (Travelling Allowance – Use of Private Vehicle) for travel between the Parent Hospital and the Program Teaching Practice:
- (a) at the commencement and termination of Rotation; and
 - (b) once every four weeks of the 13 week Rotation; and
 - (c) for all work-related travel required by the practice.
- 31.8** Payment must only be made pursuant to subclause 31.7 if travel is undertaken by the Doctor.
- 31.9** For the purpose of this clause 31, the Parent Hospital will be the Hospital from which the Doctor is rotated (refer clause 3 definitions). In the event that a Doctor commences the first ever term in Victoria on Rotation the Parent Hospital shall be that Hospital to which the Doctor was appointed.
- 31.10** The Parent Hospital must ensure continuity of employment conditions are met by maintaining such records as are required under this Agreement.
- 31.11** The Parent Hospital must ensure (subject to the appointment being filled) that Rotations to Program Teaching Practices occur and must not cancel Rotations, or recall Doctors during Rotation to meet its own service needs, without the agreement of the Program Teaching Practice.
- 31.12** Out of Hours Work
- (a) The Program Teaching Practice must pay the Doctor for work undertaken in the Program Teaching Practice out of hours or after the completion of 38 hours at the rate of:
 - (i) 40% of all fees generated by the Doctor; or
 - (ii) the applicable entitlement afforded to the Doctor in accordance with the *Medical Practitioners Award 2010*,whichever is the greater.
 - (b) Out of hours pursuant to subclause 31.12(a) above shall mean outside the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and 8.00 a.m. to 12.00 noon Saturday.
 - (c) The application of this subclause 31.12 shall exclude the Doctor from any entitlement to the On-call (clause 38) or Recall (clause 39) provisions of this Agreement.

32 Transition to Retirement

- 32.1** A Doctor may advise their Health Service in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- 32.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:
- (a) a flexible working arrangement (see clause 15 (Flexible Working Arrangements)),
 - (b) in writing between the parties, or
 - (c) any combination of the above.
- 32.3** A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in their EFT;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay.
- 32.4** The Health Service will consider, and not unreasonably refuse, a request by a Doctor who wishes to transition to retirement:
- (a) to use accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (b) to be appointed to a role that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (i) the Health Service will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (ii) where LSL is taken or paid out in lieu on termination, the Doctor will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

PART D – HOURS OF WORK AND RELATED MATTERS

33 Hours of work

33.1 Ordinary Hours of Work per Week

(a) Doctors other than Registrars

The ordinary hours of full time work will be 38 hours per week or an average of 38 hours per week over a period of up to four weeks.

(b) Registrars

(i) The ordinary hours of full-time work will be 38 hours plus five reasonable additional hours of Training Time (as defined at subclause 3.1(dd)) equalling 43 hours per week or an average of 43 hours per week over a period of up to four weeks.

(ii) The arrangement of hours for Registrars is a long-standing industry arrangement that ensures Registrars have access to Training Time.

(c) Work continuous except for meal break

(i) A Doctor's ordinary hours of work and any required extra work, excluding on-call or recall (clauses 38 and 39), shall be continuous except for meal breaks.

(ii) A meal break must be at least 30 minutes and is counted as time worked unless the Doctor is unavailable to answer calls during such break.

(iii) A meal break should occur every 6 hours from commencement of the shift.

33.2 Maximum hours and consecutive shifts

(a) A Doctor's hours of work must not exceed:

(i) 75 hours in any seven consecutive shifts; or

(ii) 140 hours in any 14 consecutive days; or

(iii) 280 hours in any 28 consecutive days.

(b) Notwithstanding the above, a Doctor will not work more than seven consecutive night shifts, unless the Doctor has given written consent to waive this entitlement, or where a genuine medical emergency or disaster situation exists.

33.3 Hours per Day

Doctors must not be rostered for duty for more than 16 consecutive hours on any given shift unless, in the case of a Registrar, exceptional circumstances exist that require a greater shift length.

33.4 Minimum shift length

Full-time HMOs, MOs and SMOs must not be rostered for duty for less than four hours.

33.5 Averaging does not apply to overtime

Averaging of hours under this clause must not be utilised to reduce or avoid an entitlement prescribed in subclause 36.2 (Overtime Entitlement).

33.6 Breaks Between Ordinary Rostered Shifts

- (a) Doctors must be free from duty for at least 10 hours between rostered ordinary shifts.
- (b) Doctors should be free from duty for at least forty-eight (48) hours when moving from night shifts to any other shift arrangement.
- (c) Where a Doctor is on General On-Call or Stand-by On-Call and performs duty during an on-call period (either by returning to their usual place of work or performing duty remotely), a Health Service must have regard to (a) above as well as the obligation to arrange work hours in a way that does not cause an excessive or unsafe work pattern to exist.
- (d) It is acknowledged that duty performed during an on-call period may impact on occupational health and safety. As such, a Health Service must:
 - (i) Develop a procedure that addresses how occupational health and safety considerations are addressed where they arise (which may include but not be limited to later starting times, earlier finishing times, additional breaks) and expressly encourages Doctors to contact the relevant manager where they have not received a 10-hour break and it may impact on occupational health and safety,
 - (ii) Provide the procedure to all Doctors on General On-Call,
 - (iii) Provide induction and training regarding the procedure to all Doctors on General On-Call.

Examples

A Doctor is rostered 7am to 6pm with the same roster the following day. Overnight the Doctor is 'on call' for the Health Service.

If after leaving the hospital the Doctor is disturbed by telephone calls and the last call is received at 11pm, the Doctor is entitled to have 10 hours off duty and is not required to present to the hospital before 9am the following day. The Doctor will work through to 6pm without loss of pay for the day.

If the same Doctor finishes at 6pm on day one and the last telephone call from the Health Service to the Doctor is received by 9pm on day one, the Doctor is required to start work at their normal starting time of 7am the next day.

If the same Doctor finishes at 6pm on day one and a call is received at 4.30am the following day, the Doctor has already received a 10 hour break and can start at their normal starting time of 7am.

33.7 Days Off per Fortnight

- (a) A Doctor must receive 3.5 days off work in each two week period (for a Doctor on night shift the word 'days' is replaced by the word 'nights') as follows:
 - (i) two days off must be consecutive;
 - (ii) the remainder must be either 1.5 consecutive days off or three half days off.
- (b) One half day is defined as a period of at least four hours.

34 Training Time

34.1 Arrangements for rostering and taking Training Time - Protocol

- (a) Any arrangement for rostering and taking Training Time is subject to the overarching principles set in this clause.

- (b) Training Time must be:
 - (i) rostered within an applicable roster period in a period of five hours per week, unless otherwise agreed in accordance with subclause 34.2(a) below;
 - (ii) rostered in blocks of no less than 30 minutes duration on each occasion;
 - (iii) published in accordance with subclause 34.5;
 - (iv) arranged in a manner that assists in the provision of Training Time where the Doctor is rostered on nights or weekends.
- (c) At the commencement of a Registrar's employment or rotation the Registrar and Health Service must discuss:
 - (i) the forms of training available to the Registrar at the Health Service; and
 - (ii) the most appropriate method of arranging and rostering Training Time.
- (d) In the case of the Health Service designating an accredited Specialist training position, the Doctor is entitled to the same educational opportunities pursuant to this clause (that is, five hours of Training Time as available to a Doctor in an accredited position). In this case, the Health Service must advise the Association.

34.2 Other arrangements by agreement

- (a) Where there is a demonstrable benefit to the Registrar to arrange Training Time in a manner other than that prescribed in subclause 34.1(b)(i) above, Training Time may be arranged in a manner other than 5 hours per week, as follows:
 - (i) a Registrar may agree to accumulate a portion of their weekly Training Time to be utilised in a larger block; and
 - (ii) at all times, Training Time must be arranged in an agreed manner that ensures the quantum of Training Time is not less than what the Registrar would have received if their Training Time was arranged as prescribed in subclause 34.1(b)(i) above.
- (b) Following reaching agreement in accordance with this subclause, the Health Service must provide the Registrar with a written schedule of activities that meet the forms and schedule (including dates and times) of Training Time to be undertaken by the Registrar.

34.3 Written schedule, changes and disputes

- (a) Any change to rostered Training Time shall be recorded in writing by the Health Service with that written record being available for inspection.
- (b) Any concerns about compliance with the principles set out in this clause may be referred to the Agreement Implementation Committee established in accordance with subclause 76.10 and any dispute will be dealt with in accordance with clause 12 (Dispute Resolution).

34.4 Forms of Training Time

- (a) The types of activities that are undertaken by Registrars in Training Time each week must be agreed between the Registrar and the Health Service but may include:
 - (i) lectures, tutorials or other situations where formal teaching of the Hospital Registrar(s) occurs in a non-service situation;
 - (ii) clinical meetings organised by a Specialist or university staff equivalent for the purposes of training and education;
 - (iii) personal reading and study, and research activities where a Health Service or university staff Specialist is directly involved in supervision and the results of the research are intended for publication; and

- (iv) Grand (teaching) ward rounds can be included if specifically designed for teaching purposes and attended and run by an eminent medical person.
- (b) Training Time activities can be undertaken on or off site.
- (c) Unplanned or impromptu training opportunities may be considered to be part of the Doctor's Training Time.

34.5 Rostering of Training Time

- (a) Training Time must be published on the document that is relied upon by all clinical and non-clinical staff within the Health Service to identify Registrars' hours of work, such as a Roster in accordance with subclause 35.1 (Roster Hours) or in another agreed document in accordance with subclauses (b)-(d) below.
- (b) In circumstances where the current rostering technology does not allow Training Time to be adequately published in the roster, another agreed document may be utilised provided the document is relied upon by clinical and non-clinical staff within the Health Service to identify a Registrar's hours of work.
- (c) For the purposes of reaching agreement on the document prescribed in subclause (b) above, any proposed alternative document will be referred to the local Agreement Implementation Committee.
- (d) For the avoidance of doubt, the recording of Training Time in a manner visible to relevant clinical and non-clinical staff is to ensure the rostered Training Time can be dedicated to training and free from service calls, with the exception of calls about genuine medical emergencies or disaster situations. Any arrangement should identify appropriate alternative clinical contacts and the forfeiture of the Registrar's pager for the duration of the Training Time where this does not create an identifiable clinical risk that cannot be managed in the Registrar's absence.

34.6 Inspection of Training Time records

- (a) Training Time records will be available for inspection by an accredited representative of the Association.

34.7 Reallocation of Training Time

- (a) Where a Doctor is rostered to undertake scheduled Training Time and:
 - (i) is unable to be released, or
 - (ii) Training Time is interrupted due to a genuine medical emergency or disaster situation, or
 - (iii) the scheduled Training Time does not occur for any other reason,

the Health Service must re-allocate the Training Time to be undertaken by the end of the following pay period or, at the Registrar's election, a later roster period.

34.8 Inability to take Training Time when allocated

- (a) In the instance where a Doctor cannot take Training Time when allocated, the Health Service must reallocate any untaken Training Time by no later than four weeks from the date the Training Time was originally scheduled.
- (b) If at the end of the four week period, Training Time has not been taken, the hospital must pay the Doctor:
 - (i) at the applicable overtime rates for the times in the roster when work was performed in excess of ordinary hours; and
 - (ii) any portion of Training Time not taken in the pay period at the ordinary rate of pay.

Example 1

A Doctor is rostered to perform 76 ordinary hours plus 10 hours Training Time in a pay period across a pay fortnight. She subsequently is not able to take the Training Time and performs work for the 10 hours that was rostered for Training Time. The Training Time is not able to be reallocated in the pay period.

The appropriate payment to be made is:

- *76 hours paid at the ordinary rate of pay.*
- *10 hours paid at the appropriate overtime rates where work was performed above ordinary hours.*
- *10 hours paid at the ordinary rate of pay for Training Time that was rostered, not able to be taken and not able to be reallocated within the pay period.*

Example 2

A Doctor is rostered to perform 76 ordinary hours plus 10 hours Training Time in a pay period across a pay fortnight. He is able to access 4 hours of scheduled Training Time in the fortnight. The remaining 6 hours of Training Time was agreed to be carried over and rostered into the next pay period and the Doctor performed work during these 6 hours.

The appropriate payment to be made is:

- *76 hours paid at the ordinary rate of pay.*
- *6 hours paid at the appropriate overtime rates where work was performed above ordinary hours.*
- *4 hours paid at the ordinary rate of pay for Training Time that was rostered and taken.*
- *The remaining 6 hours of Training Time that was agreed to be carried over and rostered into the next pay period would be rostered in addition to the Doctor's Training Time entitlement for that following fortnight.*

35 Rosters

35.1 Roster Hours

- (a) The ordinary hours of work for full-time and part-time Doctors must be worked in accordance with the roster or rosters.
- (b) Rosters must include all working hours including theatre preparation, ward rounds, completing discharge summaries and (for Registrars only) Training Time in accordance with subclause 34.5.

35.2 Roster Posting

- (a) A roster of at least 28 days duration that states each Doctor's daily working hours and start and finishing times must be posted at least 14 days before the roster comes into operation.
- (b) The roster or rosters must be exhibited at a convenient place accessible to the Doctors to whom it applies.

35.3 Roster Design – Safe Hours of Work

- (a) The provisions of this subclause 35.3 are to be read in conjunction with clause 41 (Workload Management and Review).
- (b) The Health Service must not roster or arrange work hours in a way that causes an excessive or unsafe work pattern to exist.
- (c) The obligation to work safe hours applies to both the Health Service and Doctors.
- (d) The National Code of Practice – Hours of Work, Shiftwork and Rostering for Hospital Doctors is a suitable framework under which to consider safe working hours issues.

35.4 Roster Requests

- (a) A Doctor may make a specific request concerning an upcoming roster period. Such request must be made in writing to the Health Service at least one week prior to the date on which the roster must be posted.
- (b) On receipt of a request made pursuant to subclause 35.4(a) above, the Health Service must consult with the Doctor and other Doctors on the roster to try and accommodate all such requests.
- (c) The final roster will be determined by the Health Service in consideration of all requests received pursuant to subclause 35.4(a) above. The Health Service must advise the Doctors involved of the reasons for its determination where requests have not been satisfied.

35.5 Roster Change

- (a) Seven days' notice must be given of a change to a roster unless a medical emergency or disaster situation exists.
- (b) If the Health Service requires a Doctor to work ordinary hours outside of the existing roster and has not given seven days' notice of the change and there is no genuine medical emergency or disaster situation:
 - (i) the Doctor must be paid a daily allowance of 2.5% of the Doctor's ordinary weekly rate of pay for the rostered hours worked per shift; unless
 - (ii) the Doctor is part-time and has agreed to work shifts(s) in addition to those rostered. In this case, the Doctor is not entitled to the allowance in subclause 35.5(b)(i) above.

35.6 A Doctor may request in writing to alter the roster. The roster may then be altered by agreement with the Health Service.

35.7 Where Doctors swap rostered shifts, only the penalties and allowances for the shift that the Doctor actually works are payable.

36 Overtime

36.1 The provisions of this clause 36 are to be read in conjunction with clause 33 (Hours of Work).

36.2 Entitlement

- (a) Overtime is payable for working:
 - (i) rostered hours in excess of ordinary hours, pursuant to subclause 33.1; or
 - (ii) authorised hours in excess of rostered hours.
- (b) Notwithstanding the provisions of subclause 36.2(a) above, where a part-time Doctor is directed by the Health Service to work rostered hours in excess of their contract hours, overtime will be paid pursuant to this clause for all hours worked in excess of their contract hours. A Doctor who offers to work additional hours will be paid their

ordinary rate of pay until their total weekly hours of work exceed the full time ordinary hours for their classification, as prescribed in clause 33 (Hours of Work).

- (c) The payment of overtime is one and one half (1½) times the Doctor's ordinary hourly rate of pay for the first two hours overtime in a week and then double the Doctor's ordinary hourly rate of pay for all additional overtime hours in that week.
- (d) Overtime may be converted into carer's leave in accordance with subclause 61.3(c).

36.3 Protocols – Authorised Un-rostered Overtime

- (a) A Protocol must exist in the Health Service whereby overtime that cannot be authorised in advance but has been worked will be paid if it meets appropriate, clearly defined criteria.
- (b) The protocols described in subclause 36.3(a) will be structured on the following basis:
 - (i) the Doctor has performed the overtime due to a demonstrable clinical need and that need could not have been met by some other means;
 - (ii) authorisation of the overtime could not reasonably have been made in advance of the Doctor performing the work;
 - (iii) the Doctor has claimed for retrospective authorisation of overtime on the first occasion possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;
 - (iv) the Doctor has recorded the reason for working the overtime and the duties performed in a form capable of Health Service audit and review; and
 - (v) the claim for overtime must be reviewed by a Senior Doctor authorised by the Health Service to do so within 14 days of the claim being submitted.

37 Penalty payments

37.1 The provisions of this clause 37 are to be read in conjunction with subclauses 42.8(d) and 42.8(e) (Rate of Pay).

37.2 Saturday and Sunday Work

- (a) Any ordinary hours performed between midnight Friday and midnight Sunday must be paid at one and one half (1½) times the Doctor's ordinary hourly rate of pay.
- (b) For hours worked between midnight Friday and midnight Sunday that are in excess of ordinary hours pursuant to subclause 33.1, overtime rates pursuant to subclause 36.2 must be paid.

37.3 Shift Penalty

- (a) An additional 2.5% of the ordinary weekly rate of pay for the 1st year of experience rate applicable to the Doctor's classification must be paid for each shift worked for a rostered shift finishing after 6 p.m.

37.4 Night Duty Allowance

- (a) An additional 25% of the Doctor's ordinary base hourly rate of pay must be paid for:
 - (i) each hour worked during a rostered shift finishing the day after work began; or
 - (ii) each hour worked during a rostered shift beginning after midnight and before 6.30 a.m.

38 On-call

38.1 On-call must be identified in the roster including whether it is General On-Call at subclause 38.2(a) or Stand-by On-Call at subclause 38.2(b). The provisions of this clause 38 are to be read in conjunction with clause 40 (Telephone Calls to Doctors Outside of Working Hours), clause 39 (Recall) and clause 54 (Telephone Allowance).

38.2 Entitlement

(a) General On-call

- (i) General on-call means an on-call period where the Doctor is rostered to hold themselves available to:
 - (A) provide clinical advice by telephone; and/or
 - (B) be recalled to their usual place of work (for which payment will be made in accordance with clause 39).
- (ii) A Doctor rostered on General on-call must be paid the General on-call Allowance pursuant to Schedule B, Table 2.2(a). In such circumstances, the entitlement at subclause 38.2(b) below does not apply.

(b) Standby On-call Allowance

- (i) Standby on-call means an on-call period where the Doctor is rostered to hold themselves available to be on-call solely for the purpose of returning to the Health Service (for which payment will be made in accordance with clause 39) in circumstances such as replacing unplanned absences or to address clinical need and does not provide any advice by telephone.
- (ii) A Doctor rostered on Standby on-call must be paid the Standby on-call Allowance pursuant to Schedule B, Table 2.2(b) which has been calculated on the following basis:
 - (A) 2.5% of the Doctor's ordinary weekly rate of pay; or
 - (B) on a public holiday pursuant to clause 63 (Public Holidays), 3.5% of the Doctor's ordinary weekly rate of pay.

38.3 Limitations

- (a) For the purposes of calculating payment, each period of on-call must not exceed 16 hours.
- (b) Where a Doctor is rostered to perform six times 16 hour periods of on-call within six consecutive days, that Doctor must be released from on-call duty for 24 hours paid or unpaid as according to the roster or projected roster.
- (c) The on-call payment does not apply to Doctors who receive payment on a percentage of fees generated basis for out of hours work when on a General Practice Training Program Rotation pursuant to clause 31 (Rotation to a General Practice Training Program).

39 Recall

39.1 The provisions of this clause 39 are to be read in conjunction with clause 55 (Travelling Allowance – Use of Private Motor Vehicle).

39.2 Entitlement

- (a) A Doctor who is recalled to duty outside rostered hours of duty must be paid for the actual time worked, including time reasonably spent in travelling to and return from work, as follows:

- (i) 1.5 times the ordinary hourly rate of pay for the first two hours; and then
- (ii) double the ordinary hourly rate of pay for all additional hours.

39.3 Calculation

- (a) Each recall must stand alone, with a minimum payment of three hours per recall, except as follows:
 - (i) Where a Doctor has been recalled to duty, a further recall payment cannot occur within the initial three hour period except where the Doctor has left the vicinity of the hospital and/or returned to his/her place of residence.
- (b) Recall can only occur where the Doctor is rostered on-call and where an authorised Senior Officer of the Health Service has given authority for the recall. This subclause does not apply where there is a genuine medical emergency or disaster.
- (c) Where a Doctor is recalled for more than 10 hours the Doctor must receive 24 hours free from duty, paid or unpaid according to the roster or the projected roster.
- (d) Recall payments must not apply to Doctors who receive payment on a percentage of fees generated basis for out of hours work whilst on Rotation to a General Practice Training Program pursuant to clause 31 (Rotation to a General Practice Training Program).

40 Telephone Calls to Doctors Outside of Working Hours

40.1 The provisions of this clause 40 are to be read in conjunction with clause 38 (On-call).

40.2 The Health Service must have mandatory Protocols in operation that govern the use of telephone consultations with Doctors who are on-call. The Protocols must ensure:

- (a) the number of trivial or unnecessary telephone calls made to Doctors are controlled; and
- (b) the overall numbers of telephone calls made to Doctors do not increase over time as a result of the changed on-call allowance and particularly in comparison with other health professionals.

40.3 The Association may review the form and application of the Protocols to ensure their effective operation.

41 Workload Management and Review

41.1 The provisions of this clause are to be read in conjunction with subclause 35.3 (Roster Design – Safe Hours of Work).

41.2 Safe Workload

- (a) The Health Service is obliged by the OHS Act to provide a safe workplace. This includes ensuring that workloads are not unreasonable. It is recognised that managing workload is necessary to ensure a safe work environment and to ensure that the operational requirements of the Health Service are met.
- (b) Where a Doctor believes that a Health Service requires the Doctor to perform work in a manner that is unsafe, the Doctor may first discuss the matter with the Health Service to resolve the issues. If no resolution can be found, the Doctor may utilise the Dispute Resolution Procedure set out in clause 12 of this Agreement.
- (c) Nothing in this clause restricts the Association from assisting a Doctor during discussions with the Health Service for the purpose of this clause or utilising the Dispute Resolution Procedure set out in clause 12 of this Agreement.

41.3 Assignment of Work

- (a) The Health Service will ensure that the type and volume of work assigned to the Doctor is reasonable with regard to the Doctor's skills, abilities, capacity and availability to perform.
- (b) In considering the work to be assigned to the Doctor, the Health Service must identify the level and type of administrative support available to the Doctor, and must ensure that appropriate levels of administrative support are provided.

41.4 Consultation

- (a) The Health Service and Doctor shall consult regularly regarding the Doctor's workload.

41.5 Review

- (a) A Doctor may request a workload review at any time. The purpose of the review is to identify whether the Doctor's workload is safe and reasonable. Where a review is requested, the Health Service and Doctor shall consult and set out the Doctor's current duties and responsibilities in writing including each of the following elements where relevant:
 - (i) **Direct Public Patient Care and Related Activities** – including ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, case mix information and management of waiting lists.
 - (ii) **Management Administrative Responsibilities** – including roster preparation, budget documents, Health Service reports.
 - (iii) **Clinical Research** as required by the Health Service.
 - (iv) **Practice in a Distant Location** – including time taken to travel to and from the distant location.
- (b) The Health Service and Doctor shall calculate the hours required to perform the tasks and responsibilities set out in writing. This includes taking into account that some aspects of the routine workload occur more frequently than others.
- (c) The Health Service and Doctor shall review the responsibilities and duties and any amendment to the responsibilities and duties to ensure a safe and reasonable workload shall be recorded in writing.

41.6 Disputes

- (a) In the event of a dispute as to whether a workload is safe, clause 12 (Dispute Resolution) shall apply. Neither party will be prejudiced by any alteration to workload to ensure a safe workload before the dispute is resolved.

PART E – REMUNERATION AND RELATED MATTERS

42 Remuneration and remuneration increases

42.1 Weekly rates of pay will be increased by the amounts set out below:

- (a) 3% from the first pay period commencing on or after 1 January 2018;
- (b) 3% from the first pay period commencing on or after 1 January 2019;
- (c) 3% from the first pay period commencing on or after 1 January 2020;
- (d) 3% from the first pay period commencing on or after 1 January 2021.

42.2 The increases in rates of pay and other monetary entitlements specified in this Agreement have been agreed on the understanding that they will be the increases actually paid to the Doctors during the life of this Agreement. Where a Doctor's remuneration has been negotiated as an annualised salary, the increase will apply to this annualised rate.

42.3 Existing work-related allowances will increase in accordance with the salary increases in subclause 42.1 above.

42.4 The weekly rates of pay and allowances for the life of this Agreement are set out in Schedule B.

42.5 The increases in subclauses 42.1 and 42.6 will not apply to private practice bonuses except where these have been included in a rolled up or annualised salary arrangement.

42.6 Additional adjustment to salary scale

A further increase of 6% will be added to the first annual salary increase in subclause 42.1(a), bringing the total salary increase payable from the first pay period commencing on or after 1 January 2018 to 9%. This further 6% increase will also apply to base salary actually paid to the Doctor under this Agreement or the Doctor's contract of employment.

42.7 Lump sum payment

For a Full-Time or Part-Time Doctor whose employment is subject to the Agreement and was in the employ of a Health Service as at 1 January 2018, a once off lump sum payment of \$2,000 (pro-rata for Part-Time Doctors) will be payable.

42.8 Other matters

- (a) Doctors must be paid the rate of pay consistent with their correct classification prescribed in Schedule B.
- (b) Unless subclause (c) applies, the correct classification and rate of pay of a Doctor is based on that Doctor's years of experience as defined at subclause 3.1(i) (Experience).
- (c) Where a Doctor has been appointed by a Health Service as a Registrar the Doctor will progress annually through the incremental pay scale of the Registrar classification from his or her date of commencing work as a Registrar; provided that, where a Registrar moves from one recognised Specialty stream to another, he or she will not progress to the next higher annual incremental level for a further period of 12 months (refer subclause 3.1(w)).
- (d) Where a Doctor has performed duty that entitles that Doctor to more than one penalty, only the penalty of the higher value will be payable. For the purposes of this clause, 'penalty' also means overtime payable pursuant to clause 36.

- (e) Penalties must be applied to wages but not to allowances.

43 Superannuation

43.1 Relevant legislation

The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively, the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the Health Service and the Doctor.

43.2 Definitions

- (a) **Complying Superannuation Fund** means a fund of the Doctor's choice which complies with the superannuation legislation.
- (b) **Ordinary Time Earnings** (refer subclause 43.3(a) below) means as defined under superannuation legislation (refer subclause 43.1 above) and the following:
 - (i) the cash value of any deduction for Board and Lodging;
 - (ii) Shift Work premiums;
 - (iii) Saturday and Sunday premiums, where they are a part of regular work;
 - (iv) Service Grant.

43.3 Health Service contributions

- (a) The Health Service superannuation contributions must be calculated on the Doctor's weekly number of Ordinary Time Earnings received by the Doctor during the preceding month (refer subclause 43.2(b) above).
- (b) A Health Service must, at least monthly and in accordance with the governing rules of the relevant Fund, make such superannuation contributions for the benefit of a Doctor as will avoid the Health Service being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Doctor (refer subclause 43.1 above). Superannuation contributions will be made to a complying superannuation fund of the Doctor's choice. Where the Doctor does not choose a fund, contributions will be made in their favour to First State Super or its successor.

43.4 Paid absences

Contributions will continue during periods of paid leave, including during any period in respect of which a Doctor is entitled to receive workers compensation and make up pay in accordance with subclause 45.3. Contributions will not be paid in respect of accrued annual leave paid on termination.

43.5 Unpaid absences

Contributions will not be paid whilst a Doctor is absent on unpaid leave.

44 Salary packaging

44.1 By agreement with the Doctor, the rate of pay specified at Schedule B may be salary packaged in accordance with the Health Service's salary packaging program.

44.2 As far as possible, it is the intention of the Health Service that the Health Service maintains a worthwhile salary packaging program for all Doctors. However, if legislative or other changes have the effect of increasing the cost of packaging to the Health Service, the cost

must be paid by the participating Doctor or the arrangement must be ceased by the Health Service.

- 44.3** The Health Service's salary packaging program will not restrict the Doctor's capacity to salary package any proportion of their salary in any one month.

45 Workers compensation make-up pay

45.1 Entitlement to Workers Compensation Make-up Pay

- (a) A Doctor on receiving payment of weekly compensation under the WIRC Act is entitled to Workers Compensation Make-up Pay for up to a maximum aggregate period of 39 weeks for any one injury or illness.
- (b) No weekly payments of Workers Compensation Make-up Pay apply:
 - (i) within the first two weeks of new employment;
 - (ii) during the first five working days of incapacity;
 - (iii) once the Doctor ends employment with the Health Service;
 - (iv) once the Health Service terminates the employment of the Doctor for serious or wilful misconduct;
 - (v) once there is a cessation or redemption of weekly compensation payments;
 - (vi) for industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, unless the Doctor has been employed at the time of the incapacity for a minimum period of one month;
 - (vii) for any period of paid annual leave, long service leave or for any paid public holiday.
- (c) In order to qualify for the continuance of Workers Compensation Make-up Pay on termination a Doctor must, if required by the Health Service, provide evidence of the continuing payment of weekly payments of compensation.
- (d) On engagement, a Doctor may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous 5 years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Health Service may require the Doctor to forfeit their entitlement to Workers Compensation Make-up Pay under this Agreement.

45.2 Payment Calculation – Total Incapacity

- (a) Where a Doctor is deemed totally incapacitated under the WIRC Act, the Doctor is entitled to a weekly payment of an amount representing the difference between:
 - (i) the total amount of compensation paid under the WIRC Act during the period of incapacity for the week; and
 - (ii) the weekly ordinary rate of pay set out in Schedule B, and any over-Agreement payment being paid to the Doctor at the date of the injury and which would have been payable for the Doctor's classification for the week in question if they had been performing their normal duties.

45.3 Payment Calculation – Partial Incapacity

- (a) Where a Doctor is deemed partially incapacitated under the WIRC Act, the Doctor is entitled to weekly payment of an amount representing the difference between:
 - (i) the total amount of compensation paid under the WIRC Act during the period of incapacity for the week, together with the average weekly amount they are earning; and

- (ii) the weekly rate as set out in Schedule B and any over-Agreement payment being paid to the Doctor at the date of injury and which would have been payable for the Doctor's classification for the week in question if they had been performing their normal duties.

45.4 Payment for Part of a Week

- (a) Where the Doctor is incapacitated for part of a week the Doctor must receive pro-rata Workers Compensation Make-up Pay.

45.5 Notice of Injury

- (a) A Doctor must ensure that notice in writing of their injury is given to their Health Service as soon as reasonably practicable after the injury or illness.

45.6 Variations in Compensation Rates

- (a) Any changes in compensation rates under the WIRC Act must not increase the amount of Workers Compensation Make-up Pay above the amount that would have been payable had the rates of compensation remained unchanged.

45.7 Civil Damages

- (a) A Doctor receiving, or who has received, Workers Compensation Make-up Pay must advise their Health Service of any action they may institute or any claim they make for damages. The Doctor must, if requested, provide an authority to the Health Service entitling the Health Service to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- (b) Where a Doctor obtains a judgment or settlement for damages in respect of an injury for which they have received Workers Compensation Make-up Pay the liability to pay Workers Compensation Make-up Pay must cease from the date of the judgment or settlement. If the judgment or settlement for damages is not reduced by the amount of Workers Compensation Make-up Pay made by the Health Service, the Doctor will pay to the Health Service any amount of Workers Compensation Make-up Pay already received in respect of that injury.

45.8 Medical Examination

- (a) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Doctor and their fitness for work or specifies work for which the Doctor is fit and such work is made available by the Health Service and is refused by the Doctor or the Doctor fails to commence the work, Workers Compensation Make-up Pay must cease from the date of such refusal or failure to commence the work.

46 Recovery of Overpayments

46.1 Details of overpayment

Where a Health Service determines that an overpayment has occurred, the Health Service shall provide, in writing, to the relevant Doctor:

- (a) the total amount of overpayment,
- (b) the reason, if any, for the overpayment (i.e. incorrect application of an allowance),
- (c) when the overpayments have occurred,
- (d) the scope to enter into a repayment arrangement within the limits set by the *Financial Management Act 1994* (currently one tenth of the salary or wages, before any deductions),
- (e) propose a time to meet to discuss the overpayment,

- (f) advice that the Doctor is welcome to bring a representative, including a representative of the Association, to any meeting.

46.2 Discussion regarding overpayment

The Health Service and Doctor will meet as soon as practicable to discuss and consider:

- (a) whether it is agreed that the amount identified by the Health Service is an overpayment,
- (b) the amount of any deduction within the limits set by the *Financial Management Act 1994* (currently one tenth of the salary or wages, before any deductions), and
- (c) any proposal put forward by the Doctor with respect to the repayment of the overpayment including any circumstances of hardship which will be dealt with in accordance with the *Financial Management Act 1994*.

46.3 Decision regarding overpayment

Following the meeting and after any proposal by the Doctor with respect to the repayment of the overpayment has been considered, the Health Service shall advise the Doctor in writing of its decision regarding repayment.

46.4 Dispute

Either the Health Service or Doctor may refer a dispute about an overpayment, including but not limited to the quantum of the overpayment and/or how it is to be repaid, to the Dispute Resolution clause of this Agreement.

46.5 Other rights

Nothing in this clause affects the rights or obligations of either party under the *Financial Management Act 1994* including but not limited to:

- (a) The Doctor's right to apply to the relevant Minister for the weekly amount of the deductions to be reduced, and
- (b) The Doctor's right to apply in writing to the relevant Minister to be relieved from all or any of the liability with respect to the repayment of the overpayment.

PART F – EDUCATION AND PROFESSIONAL DEVELOPMENT

47 Continuing medical education allowance

- 47.1** Doctors are entitled to Continuing Medical Education (**CME**), paid weekly as an allowance described at Schedule B, Table 2.1.
- 47.2** The CME allowance is payable on a pro-rata basis for part-time Doctors.
- 47.3** The CME allowance is payable on a pro-rata basis for casual Doctors who are replacing a person for a specific term for a period of a fortnight or more.

48 Internal Training

- 48.1** Where a Health Service requires compulsory training to be undertaken by a Doctor, the Health Service must provide reasonable time within paid working hours to complete the compulsory training. Such Health Service required compulsory training may include but is not limited to fire, code of conduct, safety, workplace bullying and sexual harassment.
- 48.2** The Health Service will meet the course costs, where applicable.

49 Examination leave

49.1 Entitlement

- (a) A Doctor is entitled to a total amount of paid Examination Leave not exceeding eight rostered working days in any one year.

49.2 Use of Examination Leave

- (a) Doctors are entitled to utilise their paid Examination Leave of eight days in the following ways:
- (i) to attend any examination (within Australia or New Zealand):
 - (A) necessary to obtain Australian Medical Council (**AMC**) Registration; or
 - (B) necessary to obtain a Higher Qualification as defined at subclause 3.1(m) (Definitions – Higher Qualifications) of this Agreement; or
 - (C) to enable post graduate studies in the United States; or
 - (D) necessary to obtain a relevant qualification as defined at subclause 49.5.
 - (ii) to provide for at least three clear days' Examination Leave immediately prior to each examination; or
 - (iii) to attend a conference or seminar, which is a requirement for sitting an examination that leads to AMC Registration or a Higher Qualification as defined at subclause 3.1(m) of this Agreement.
- (b) The period of leave must include travel time to and from the centre at which the examination is held.

49.3 Notice of Taking Examination Leave

- (a) The Doctor must give the Health Service's Director of Medical Services at least four weeks' written notice of their intention to access Examination Leave.

49.4 Payment Calculation

- (a) Payment of Examination Leave under this clause 49 must be made consistent with the roster or projected roster, excluding overtime and penalties.

49.5 Relevant Qualification

- (a) The main criteria for considering relevance for the purpose of subclause 49.2(a)(i)(D) are:
 - (i) the nature of the education; and
 - (ii) that the education is aligned to a recognised area of medical practice having regard to:
 - (A) the clinical or other area of work of the Doctor; and
 - (B) the classification and position description of the Doctor.

50 Conference/seminar leave

50.1 Entitlement

- (a) A Doctor's entitlement to paid Conference/Seminar leave is up to a total three weeks per year of service as follows:
 - (i) A minimum of one week (**minimum entitlement**), and
 - (ii) Up to a further two weeks at the discretion of the Health Service (**additional entitlement**).
- (b) The minimum entitlement of one week each year as described at subclause 50.1(a)(i) may be accrued over two years to suit particular study requirements.
- (c) Paid Conference/Seminar leave, including the minimum entitlement, may be taken in periods of less than a week.

50.2 Definitions

In this clause, Conference/Seminar means a conference, workshop or seminar that is directly relevant to the Doctor's role and/or education.

50.3 Application for Conference/Seminar leave

- (a) A Doctor must apply for Conference/Seminar leave by 31 March of the year in which the leave will be taken or otherwise with not less than three months' notice.
- (b) An application for Conference/Seminar leave shall include the nominated dates for taking paid Conference/Seminar leave.

50.4 Granting of Conference Leave – Minimum Entitlement

- (a) A Health Service may only refuse the entitlement where:
 - (i) the refusal is based on circumstances outside the control of the Health Service; and
 - (ii) the reasons for the refusal are provided to the Doctor in writing within 14 days of the application for leave being received by the Health Service.
- (b) A Doctor who has had their application for the minimum one week's paid Conference/Seminar leave refused may utilise the Dispute Resolution Procedure set out in clause 12 of this Agreement.

50.5 Granting of Conference Leave – Additional Entitlement

- (a) The timing of the conference leave granted under this clause 50 is subject to Health Service operational requirements. Practical restrictions on the ability to release a Doctor at any particular time will exist on some occasions.
- (b) Where for operational reasons, the Health Service cannot accommodate the nominated dates of Conference/Seminar leave nominated by the Doctor, the Health Service must advise the Doctor, in writing, the reasons for not accommodating the nominated dates.
- (c) Where a Doctor who has had their application for their nominated dates refused, the Doctor may utilise the Dispute Resolution Procedure set out in clause 12 of this Agreement.

50.6 Payment Calculation

- (a) Payment for Conference/Seminar leave pursuant to this clause 50 must be made consistent with the roster or projected roster, excluding overtime and penalties.

PART G – ALLOWANCES AND REIMBURSEMENTS

51 Higher duties

- 51.1** Where a Doctor is required to perform the full duties of a classification higher than his or her substantive classification the higher classification's 1st year of experience wage rate pursuant to Schedule B must be paid:
- (a) for only the time worked up to and including two hours; or
 - (b) for a full day or shift where time worked exceeds two hours.
- 51.2** Where a Doctor classified as a HMO, MO or SMO is required to perform the full duties of a Registrar position; the Doctor will be deemed to be a Registrar for all purposes under this Agreement for the period of the higher duties. A Doctor deemed to be a Registrar is entitled to all conditions and benefits of a Registrar.
- 51.3** Where a Doctor's substantive classification attracts a higher rate of pay than the position they are temporarily occupying, the Doctor will not experience a financial detriment as a result of performing higher duties.

52 Rotation allowances

52.1 Location Allowance – When on Rotation

- (a) A Doctor must be paid a Location Allowance as detailed in Schedule B, Table 2.3 for each completed week on Rotation, where the Doctor was required to move residence.
- (b) A Doctor may be required to produce evidence that satisfies a reasonable person (eg a statutory declaration) to substantiate that the Doctor moved residence.
- (c) The Location Allowance is designed to defray expenses incurred because the Doctor is required to be on Rotation.

52.2 Travelling Allowances – When on Rotation within Victoria

- (a) A Doctor rotated to a position at a Rotation Hospital within Victoria must be paid a Travelling Allowance as follows:
 - (i) on commencement of the Rotation; and then
 - (ii) once every three weeks over the 13 week period of Rotation for other than Mildura (refer subclause 52.3(a) below for entitlements when on Rotation to Mildura).
- (b) the amount of the Travelling Allowance must be equivalent to a return first class rail fare between the Parent Hospital and the Rotation Hospital, whether the travel is accomplished by rail or by some other means.

52.3 Mildura

- (a) In the case of the Doctor being rotated to Mildura, instead of the entitlement described in subclause 52.2 above, the Doctor must receive a return economy class airfare every four weeks of a 13 week Rotation.
- (b) To be eligible for the Travelling Allowance under subclause 52.3(b) above, the Doctor must undertake the travel to and from the city of the Parent Hospital at the relevant times.

52.4 Tasmania

- (a) A Doctor, rotated to a position at a Rotation Hospital in Tasmania as a part of a College Training Program must be reimbursed for the cost of a return economy class airfare undertaken during each three month rotation as follows:
 - (i) at the beginning and end of the Rotation; and
 - (ii) after the first six weeks of the Rotation.

52.5 Other Australian States

- (a) A Doctor rotated to a position at a Rotation Hospital outside of Victoria but within Australia must be paid a Travelling Allowance equivalent to an economy class return airfare.

52.6 Overseas

- (a) A Doctor rotated to a position at a Rotation Hospital outside of Australia is entitled to an economy class return airfare for themselves and their spouse and children who, on or about the commencement of the Rotation, also travel to the Doctor's Rotation locality.

52.7 Removal Reimbursement – When on Rotation

- (a) A Doctor rotated to a position at a Rotation Hospital located more than 50km from the Parent Hospital for at least six weeks must be reimbursed for the reasonable and actual expenses incurred by the Doctor in the removal of personal belongings to and from the Rotation locality.

53 Meal allowance

53.1 Where a Doctor works in excess of 11 hours in any 24-hour period, an adequate meal must be provided or a Meal Allowance (in excess of 11 hours) as detailed in Schedule B, Table 2.3 must be paid in lieu; or

- (a) where a Doctor works in excess of 16 hours in any 24 hour period – two adequate meals must be provided or the Meal Allowance described in subclause 53.1 above and a further Meal Allowance (in excess of 16 hours) as detailed in Schedule B, Table 2.3 must be paid; and
- (b) for each six hour period the Doctor works in excess of 16 hours until the shift ends, a further meal must be provided or a further Meal Allowance as detailed in Schedule B, Table 2.3 must be paid.

54 Telephone allowance

54.1 When the Health Service requires a Doctor to be in telephone contact for work purposes, the Health Service must provide a fully funded mobile phone for the Doctor's work use; or fully reimburse the Doctor for all reasonable and actual costs (that is maintenance and rental) incurred by the Doctor when making or receiving work-related telephone calls.

55 Travelling allowance – use of private vehicle

55.1 The provisions of this clause 55 are to be read in conjunction with clause 39 (Recall).

55.2 Where a Doctor is required to use personal transport in the performance of his or her duties (including recall travel pursuant to clause 39) they must receive a Travelling Allowance per kilometre in accordance with Schedule B, Table 2.3.

- 55.3** The Doctor is responsible for maintaining records sufficient to support any claim made pursuant to this clause 55.
- 55.4** A Doctor who is recalled and who has not used personal transport must be provided with suitable return transport at the Health Service's expense.

56 Uniform/laundry allowance

- 56.1** A Doctor must either:
- (a) be supplied with sufficient suitable and serviceable uniforms that must be laundered at the expense of the Health Service; or
 - (b) be paid a Uniforms and Laundry Allowance pursuant to Schedule B, Table 2.3. The Health Service must either launder or pay for the laundering of such uniform.
- 56.2** The Health Service may deem white coats to constitute a uniform for the purposes of this clause 56.
- 56.3** Uniforms supplied pursuant to subclause 56.1(a) above remain the property of the Health Service concerned and must be returned at the completion of the Doctor's period of service at that Health Service.
- 56.4** The Uniforms and Laundry Allowance described in subclause 56.1(b) above must be paid during all absences on leave, except absence on long service leave and absence on personal leave beyond 21 days.

57 Child care costs reimbursement – out of hours work

- 57.1** Where Doctors are required by the Health Service to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Health Service, the Doctor must be reimbursed for reasonable childcare expenses incurred.
- 57.2** The above subclause 57.1 does not apply when a Doctor is rostered on-call and recalled to duty.

PART H – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

58 Leave not applying to casuals

- 58.1** Casual Doctors are not eligible for the entitlements in this Part H (Public Holidays, Leave and Related Matters) except where a casual entitlement is expressly provided for as a term of this Agreement.

59 Replacement of Doctors when on leave

- 59.1** Where a Doctor is absent on planned or unplanned leave, the Health Service will replace the Doctor if not replacing will result or will likely result in an unreasonable workload.
- 59.2** The Health Service must consult with Doctors affected by the absence regarding the workload impact when considering a replacement for a Doctor on leave.
- 59.3** Where a Doctor on leave is replaced, the Health Service is primarily responsible for finding the replacement.
- 59.4** A Doctor will not be On-Call for the duration of their leave.
- 59.5** For the purpose of this clause, 'unreasonable workload' means being unable to perform all aspects of their position and/or role during their ordinary hours of work.

60 Annual leave

60.1 Entitlement

- (a) A full-time or part-time Doctor is entitled to paid annual leave as follows:
- (i) 5 weeks if the Doctor is a Shiftworker (as defined in clause 3, as a Doctor required to work in excess of their ordinary hours, or works ordinary hours on more than 10 weekends (defined as a Saturday or Sunday or both) during the leave accrual year); or
 - (ii) 4 weeks if subclause 60.1(a)(i) does not apply.
- (b) If the period during which a Doctor takes paid annual leave includes a day or part-day that is a public holiday in the place where the Doctor is based for work purposes, the Doctor is taken not to be on paid annual leave on that public holiday.

60.2 Time of Taking Annual Leave

- (a) Paid annual leave may be taken for a period agreed between a Doctor and his or her Health Service.
- (b) The Doctor will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances.
- (c) Within 14 days of the leave request, the Health Service will notify the Doctor in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (d) Where it is likely the leave request will be rejected, the Health Service and Doctor will consult on alternative leave days within the 10 day period.

- (e) The Health Service must not unreasonably refuse to agree to a request by the Doctor to take paid annual leave.
- (f) Once annual leave is approved, it must not be unilaterally changed by the Health Service. Where extraordinary circumstances arise, such that the Health Service wishes the Doctor to change the timing of their approved leave, any change may only occur through consultation and agreement.
- (g) Notwithstanding the above and subject to subclause 60.2(h), the Health Service may propose its preferred timing for the taking of Annual Leave by a Doctor (by way of posting within the roster or otherwise in writing to Doctor) to suit operational requirements and to ensure all Doctors are given adequate opportunity to utilise their Annual Leave within the year in which it is accrued.
- (h) A Doctor may request annual leave at a time other than as proposed by the Health Service in accordance with subclauses 60.2(a) to (f) above.
- (i) An HMO year 1 (Intern) may take up to 4 weeks of annual leave after 3 months of employment. All or part of the leave may be taken sooner if agreed.
- (j) A Doctor with more than one year of experience may take annual leave during or after the year in which their entitlement accrues.
- (k) If during a period of paid annual leave a Doctor is absent due to Personal Leave (subclause 61.1(a)) or Compassionate Leave (subclause 64.1(a)), the Doctor is entitled to be taken not to be on paid annual leave for that period and is entitled to instead access any paid entitlement the Doctor may have under clauses 61 or 64 (as applicable).

60.3 Payment for Annual Leave

- (a) Prior to going on annual leave, the Doctor must be paid for the period of leave, unless otherwise agreed.

60.4 Payment Calculation

- (a) For the purposes of this clause 60, 'wages' means the ordinary weekly rate of pay and allowances consistent with the Doctor's classification as averaged over the leave accrual year and calculated consistent with the following methodology:
 - (i) if the Doctor worked 60 hours or more: wages must be paid at 38 hours calculated at single time (1.0) and 22 hours at time and one half (1.5) for each week of leave;
 - (ii) if the Doctor worked less than 60 hours but at least 48 hours: wages must be paid at 48 hours calculated at single time (1.0) for each week of leave;
 - (iii) in all other circumstances the Doctor's wages must be paid on 38 hours at single time (1.0) for each week of leave.
- (b) For Registrars, all references to 38 hours in subclause 60.4(a)(i) through (a)(iii) above become 43 hours and all references to 22 hours become 17 hours.
- (c) When calculating the annual leave payable to a Doctor in accordance with this subclause, the Doctor must not be paid less than their base rate of pay for the Doctor's ordinary hours of work in the period of paid annual leave.

60.5 Effect of Other Leave

- (a) If the period during which a Doctor takes paid annual leave includes a period of any other approved leave (including personal/carer's leave), other than unpaid parental leave or community service leave, the Doctor is taken not to be on paid annual leave for the period of that other leave.

60.6 Effect of Termination

- (a) Where the Doctor's employment with a Health Service is terminated, the Doctor must be paid in lieu of any untaken accrued annual leave. Pro-rata payment shall be made if the Doctor has been employed for less than 12 months.

61 Personal (sick)/carer's leave

61.1 Entitlement

- (a) Paid personal/carers' leave will be available to a Doctor when they are absent because of:
 - (i) personal illness or injury;
 - (ii) personal illness or injury of an immediate family or household member who requires the Doctor's care or support;
 - (iii) an unexpected emergency affecting an immediate family or household member who requires the Doctor's care or support; or
 - (iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Doctor, provided that the care and attention is not wholly or substantially on a commercial basis.
- (b) A Doctor is entitled to 28 days paid personal/carers' leave for each year of service. Unused personal/carers' leave accumulates from year to year.
- (c) When a Doctor takes personal/carers' leave during a period of rostered duty, the leave must be paid at the ordinary weekly rate of pay on the basis of the projected roster for a maximum of 14 consecutive days. For all personal/carers' leave beyond 14 consecutive days the Doctor must be paid at the rate of 7.6 hours per day for HMOs, MOs and SMOs and 8.6 hours per day for Registrars, save that a Doctor will not be paid less than the Doctor's base rate of pay for the Doctor's ordinary hours of work in the period of paid personal/carers' leave.

61.2 Immediate Family or Household

- (a) The term immediate family includes:
 - (i) spouse (including a former spouse, a de facto partner and a former de facto partner) of the Doctor. A de facto partner means a person who, although not legally married to the Doctor, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the Doctor and the person are of the same sex or different sexes); and
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Doctor or spouse of the Doctor.

61.3 Use of Accumulated Personal/Carer's Leave

- (a) A Doctor is entitled to use accumulated personal/carers' leave for the purposes of this clause where the current year's personal/carers' leave entitlement has been exhausted.
- (b) The Doctor may request the Health Service's consent to take up to five days' annual leave in any one year as carers' leave.
- (c) The Doctor may request the Health Service's consent to take time off in lieu of payment for overtime for carers' leave purposes. One hour of overtime worked is equal to one hour of time off for carers' leave.

- (d) The Doctor, on his or her request, must be paid for the overtime worked if the time off in lieu has not been taken as carer's leave within four weeks of the overtime being accrued.
- (e) The Doctor may request the Health Service's consent to work make-up time for carer's leave purposes. In this case, the Doctor works the same number of ordinary hours taken as carer's leave during the ordinary spread of hours, but at a later time.

61.4 Notice and Evidence Requirements – Personal Leave

- (a) For three single day absences per year, the Doctor will not be required to provide any supporting evidence to substantiate their claim for personal leave. However, to be eligible for payment, the Doctor will be required to notify the Health Service two hours before the start of the shift, or as soon as practicable (which may be the time after the leave has started).
- (b) For other days absent due to personal illness or injury, the Health Service may require a Doctor to provide evidence of illness as follows:
 - (i) a Medical Certificate from another Doctor, but only in circumstances when the certificate may be properly provided; or
 - (ii) such other reasonable evidence as would satisfy the National Employment Standards (refer s.107 of the Act).
- (c) Personal/carer's leave can be used in addition to worker's compensation payments and Workers Compensation Make-up Pay (refer clause 45) to make up payments to 100% of the Doctor's ordinary weekly rate of pay pursuant to Schedule B, Table 1.1.

61.5 Notice and Evidence Requirements – Carer's Leave

- (a) The Doctor, on the Health Service's request, must demonstrate the illness or injury of the person concerned by either Medical Certificate or Statutory Declaration.
- (b) When practical, the Doctor must give the Health Service prior notice of their intended absence due to carer's leave. If not practical to provide prior notice, the Doctor must give notice by telephone at the first opportunity on the day of the absence beginning.
- (c) Notice for the purposes of this subclause 61.5 means estimated date of absence, estimated length of absence, the name of the person to be cared for and their relationship to the Doctor.

61.6 Unpaid Carer's Leave

- (a) Where a Doctor has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in subclauses 61.1(a)(ii), 61.1(a)(iii) or 61.1(a)(iv). The Health Service and the Doctor will agree on the period. In the absence of agreement the Doctor is entitled to take up to two days' unpaid carer's leave per occasion.

61.7 Absence on Public Holidays

- (a) If the period during which a Doctor takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Doctor is based for work purposes, the Doctor is taken not to be on paid personal/carer's leave on that public holiday.

61.8 Transfer of Accrued Personal/Carer's Leave

- (a) Other than those Doctors described at subclause 61.9 below, a Doctor appointed to a Health Service:
 - (i) up to five weeks after his or her termination of appointment at another Hospital or community health centre, not including any period of paid leave, or

- (ii) up to twenty-four months after his or her termination of employment at another Health Service or community health centre where the Doctor was absent from employment due to the birth or adoption of a child for the period consistent with Long Parental Leave (subclause 67.4) (and provided the Doctor provides evidence that would satisfy a reasonable person as to the reason for the break in employment was consistent with this subclause),

must be credited up to 168 days of the Doctor's accumulated personal/carer's leave.

- (b) The accumulated personal/carer's leave must be credited at the time of appointment.
- (c) A Certificate of Service will be acceptable evidence for the purpose of recognising accrued personal/carer's leave. A certificate in the form set out in Schedule C will be acceptable.

61.9 Accrual Protection for Accredited Trainees

- (a) When a Doctor is employed as part of an accredited Specialist training program but not employed by a Health Service listed in Schedule A, any personal/carer's leave accrued by the Doctor under this Agreement will be recognised when returning to the employ of a Schedule A Health Service, provided that:
 - (i) the break between periods of employment is not more than 2 months duration; and
 - (ii) the personal/carer's leave or service accrued with an employer other than a Health Service listed in Schedule A is not recognised.
- (b) The Health Service may require a Doctor to produce a written statement from the previous Health Service that specifies the amount of accumulated personal/carer's leave credited to the Doctor at the time of his or her termination of appointment.

61.10 Casual Doctors – Caring responsibilities

- (a) Casual Doctors are entitled to be unavailable to attend work or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Health Service and the Doctor will agree on the period for which the Doctor will be entitled to be unavailable to attend work. In the absence of agreement, the Doctor is entitled to be unavailable to attend work for up to two days per occasion. The Casual Doctor is not entitled to any payment for the period of non-attendance.
- (c) The Health Service will require the Casual Doctor to provide satisfactory evidence to support the taking of leave pursuant to this subclause 61.10.

62 Fitness for Work

62.1 Fit for Work

- (a) The Health Service is responsible for providing a workplace that is safe and without risk to health for Doctors, so far as is reasonably practicable.
- (b) Each Doctor is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Health Service and any related occupational health and safety requirements.

- (c) In the event the Doctor's Employer forms a reasonable belief as defined at subclause (d) below that an Doctor may be unfit to perform their duties, the Health Service will discuss their concerns with the Doctor in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (d) In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- (e) In this clause treating medical practitioner may, where relevant, also include programs such as the Victorian Doctor's Health Program, or a psychologist.
- (f) The Health Service will:
 - (i) take all reasonable steps to give the Doctor an opportunity to answer any concerns;
 - (ii) recognise the Doctor's right to have a representative, including an Association representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the Doctor's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Doctor can safely undertake and sustain work.
- (g) Where, after discussion with the Doctor, the Health Service continues to have a reasonable belief that the Doctor is unfit to perform the duties, the Health Service may request the Doctor's consent to obtain a report from the Doctor's treating medical practitioner regarding the Doctor's fitness for work. The Doctor will advise the Health Service of the Doctor's treating medical practitioner, and the Health Service will provide to the Doctor, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Doctor's treating medical practitioner.
- (h) The Doctor will provide a copy of the report to the Health Service.
- (i) The Health Service and Doctor will meet to discuss any report.
- (j) If, on receipt of the report, the Health Service continues to have a reasonable belief that the Doctor is unfit for duty, or the Doctor does not provide a report from the treating medical practitioner, the Health Service may require the Doctor to attend an independent medical practitioner.
- (k) Where the Doctor attends a medical practitioner under either subclauses 62.1(g) or (j) above, the Health Service will:
 - (i) provide to the Doctor a copy of any correspondence to the medical practitioner and any resulting report;
 - (ii) pay for the cost of the appointment and report where the Doctor provides an invoice from the medical practitioner and evidence of payment.
 - (iii) provide the Doctor with a copy of any medical report it receives on the Doctor's capacity or fitness for work;
 - (iv) provide the Doctor with paid leave to attend the medical practitioner without deduction from paid leave accruals or entitlements where the appointment occurs at a time the Doctor would ordinarily be rostered to work; and
 - (v) reimburse the Doctor for return travel costs (see clause 55 Travelling Allowance) incurred for the distance between the Doctors ordinary place of residence and the appointment.

- (l) Where the Doctor is:
 - (i) directed to attend an appointment at a time the Doctor would not ordinarily be rostered to work; or
 - (ii) the Doctor has no alternative but to attend an appointment at a time the Doctor would not ordinarily be rostered to work;

the Doctor will be paid the ordinary rate of pay for reasonable time taken to travel to and from the appointment and the time taken for the appointment.
- (m) Nothing in this clause 62 prevents a Health Service from taking any reasonable step to ensure a safe work environment in accordance with applicable legislation and this Agreement.
- (n) The Health Service will respect a Doctor's privacy and ensure that any personal information provided by the Doctor or a medical practitioner under this clause 62 is kept confidential.

62.2 Reasonable Adjustments

- (a) Where Doctors have a disability (whether permanent or temporary) the Health Service is required to make reasonable adjustments to enable the Doctor to continue to perform their duties, subject to subclause 62.2(b) below.
- (b) A Health Service is not required to make reasonable adjustments if the Doctor could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.
- (c) **Definitions**
 - (i) **Disability** has the same meaning as section 4 of the EO Act and includes:
 - (A) total or partial loss of a bodily function; or
 - (B) presence in the body of organisms that may cause disease;
 - (C) total or partial loss of a part of the body; or
 - (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
 - (ii) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - (A) the Doctor's circumstances, including the nature of the disability;
 - (B) the nature of the Doctor's role;
 - (C) the nature of the adjustment required to accommodate the Doctor's disability;
 - (D) the financial circumstances of the Health Service;
 - (E) the size and nature of the workplace and the Health Service's business;
 - (F) the effect on the workplace and the Health Service's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact on efficiency and productivity;
 - (G) the consequences for the Health Service in making the adjustment;
 - (H) the consequences for the Doctor in not making the adjustment.

63 Public holidays

63.1 Entitlement to be absent on a public holiday

- (a) A Doctor shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

63.2 Public holidays

- (a) Subject to subclause 63.4 and 63.5, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
 - (ii) Good Friday, the Saturday immediately before Easter Sunday (Easter Saturday), Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and
 - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
 - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in subclause 63.1(a)(i) above.
 - (v) if a day or days are not determined in respect of any of the occasions those set out in subclauses 63.2(a)(i), (ii) or (iii) above under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

63.3 Applicability of penalty payments for some public holidays falling on a weekend

- (a) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
 - (i) Weekend Workers and casual Doctors shall receive penalty payments pursuant to subclause 63.7 for time worked on the Actual Day or on the Other Day if the Doctor does not work ordinary hours on the Actual Day; and
 - (ii) All other Doctors will receive penalty payments pursuant to subclause 63.7 for time worked on the Other Day.
- (b) For the purpose of this clause only, a Weekend Worker is a Doctor who works ordinary hours on a Saturday or Sunday.

63.4 Substitution of one public holiday for another

- (a) A Health Service, with the agreement of the Association, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day as follows:
 - (i) A Health Service and its Doctors may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Doctors shall constitute agreement.
 - (ii) An agreement pursuant to subclause 63.4(a)(i) shall be recorded in writing and be available to every affected Doctor.
 - (iii) The Association shall be informed of an agreement pursuant to subclause 63.4(a)(i) and may within seven days refuse to accept it. The Association will not unreasonably refuse to accept the agreement.

- (iv) If an Association refuses to accept an agreement, the Health Service, the Doctors and the Association will seek to resolve their differences to their mutual satisfaction.

63.5 Substitution of one public holiday for another

- (a) Subject to the ongoing operational needs of the Health Service, a Doctor may, with the prior agreement of the Health Service, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Doctor works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

63.6 Entitlement to be absent on a public holiday and reasonable request to work

- (a) A Doctor is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Doctor is based for work purposes. However, a Health Service may request a Doctor to work on a public holiday provided the request is reasonable.
- (b) If a Health Service requests a Doctor to work on a public holiday, the Doctor may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (c) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Health Service's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Doctor;
 - (ii) the Doctor's personal circumstances, including family responsibilities;
 - (iii) whether the Doctor could reasonably expect that the Health Service might request work on the public holiday;
 - (iv) whether the Doctor is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the Doctor (for example, whether full-time, part-time, casual or shift-work);
 - (vi) the amount of notice in advance of the public holiday given by the Health Service when making the request;
 - (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Doctor when refusing the request; and
 - (viii) any other relevant matter.
- (d) If a Doctor is absent from his or her employment on a day or part-day that is a public holiday where the Doctor has ordinary hours of work on that day, the Health Service must pay the Doctor at the Doctor's base rate of pay for the Doctor's ordinary hours of work on the day or part-day.

63.7 Penalty Payments in Respect of Public Holidays

- (a) A Doctor who is requested to and does work on a day or part-day that is a Public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall

on a weekend, the day to which penalty rates apply pursuant to subclause 63.3) is entitled to be paid for the time worked:

- (i) at the rate of 250%; or
- (ii) by mutual agreement, at single time and have 1.5 days added to their annual leave.

63.8 Public Holidays occurring on rostered days off or day off

- (a) Subject to subclause 63.8(b), a full-time Doctor will receive a sum equal to one day's ordinary pay for public holidays that occur on their rostered day off or other day off.
- (b) Where on each occasion an Other Day (as defined) applies as a public holiday in respect of that occasion, and:
 - (i) the Doctor is rostered off for both the Actual Day and the Other Day (as defined), then only one day's payment will be made under subclause 63.8(a); or
 - (ii) the Doctor works only on one of either the Actual Day or the Other Day (as defined), and receives penalty rates for the day worked, the Doctor will not receive a payment under subclause 63.8(a) in respect of the day not worked.

63.9 Part-time Doctors

- (a) Where a public holiday occurs on a day that a part-time Doctor would normally work, but the Doctor is not required by the Health Service to work on that day, the part-time Doctor will be paid an amount equal to the Doctor's ordinary rate of pay for the hours the Doctor would normally have worked on that day.

63.10 Recall on a public holiday

- (a) A benefit arising from subclauses 63.8 or 63.9 will not be diminished where a Doctor is required to, and does, perform recall work on that day.

63.11 Annual leave on a public holiday

- (a) See clause 60 (Annual Leave).

63.12 Personal leave on a public holiday

- (a) See clause 61 (Personal/Carer's Leave).

64 Compassionate leave

64.1 Amount of Compassionate Leave

- (a) Doctors are entitled to two days' compassionate leave on each occasion when a member of the Doctor's immediate family or a member of the Doctor's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his/her life; or
 - (iii) dies;(each constituting a 'permissible occasion').

64.2 Payment Calculation

- (a) The compassionate leave must be paid for a particular permissible occasion according to the roster or projected roster, not including overtime or penalty rates.

64.3 Taking of Leave

- (a) The Doctor must provide proof of death or illness to the satisfaction of the Health Service.
- (b) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- (c) Such leave does not have to be taken consecutively.
- (d) A Doctor may take unpaid compassionate leave by agreement with the Health Service.
- (e) The Health Service will require the Doctor to provide satisfactory evidence to support the taking of compassionate leave.

65 Prenatal leave

- 65.1** A Doctor required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Doctor's ordinary rostered shift may, subject to provision of satisfactory evidence of attendance, access his or her personal leave credit.
- 65.2** The Doctor must give the Health Service prior notice of the Doctor's intention to take such leave.

66 Pre-adoption leave

- 66.1** A Doctor seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure.
- 66.2** The Doctor and the Health Service may agree on the length of the unpaid leave.
- 66.3** Where agreement cannot be reached, the Doctor is entitled to take up to two days unpaid leave.
- 66.4** Where paid leave is available to the Doctor, the Health Service may require the Doctor to take such leave instead.

67 Parental leave

67.1 Structure of clause

This clause is structured as follows:

- (a) Relationship with the NES: subclause 67.2
- (b) Definitions: subclause 67.3
- (c) Long parental leave – unpaid: subclause 67.4
- (d) Short parental leave – unpaid: subclause 67.5
- (e) Paid parental leave: subclause 67.6
- (f) Notice and evidence requirements: subclause 67.7
- (g) Parental leave associated with the birth of a Child – additional provisions: subclause 67.8
- (h) Unpaid pre-adoption leave: subclause 67.9
- (i) Where placement does not proceed or continue: subclause 67.10
- (j) Special maternity leave: subclause 67.11
- (k) Variation of period of unpaid parental leave up to 12 months: subclause 67.12

- (l) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 67.13
- (m) Parental leave and other entitlements: subclause 67.14
- (n) Transfer to a safe job: subclause 67.15
- (o) Extension of contract – Parental Leave: subclause 67.16
- (p) Returning to work after a period of parental leave: subclause 67.17
- (q) Replacement Doctors: subclause 67.18
- (r) Communication during parental leave – organisational change: subclause 67.19
- (s) Keeping in touch days: subclause 67.20

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 65, flexible working arrangements at clause 15, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 66, and breastfeeding at clause 74.

67.2 Relationship with the NES

This clause is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to a Doctor's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this clause would otherwise be detrimental to a Doctor.

67.3 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Doctor or the Eligible Doctor's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Doctor for the purposes of adoption, other than a child or step-child of the Eligible Doctor or of the Spouse of the Eligible Doctor or a child who has previously lived continuously with the Eligible Doctor for a period of six months or more (**Adopted Child**).
- (b) **Continuous Service** for the purpose of this clause has the same meaning as continuous service for long service leave purposes (set out in subclauses 68.6 to 68.8) and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Doctor** means an Doctor employed by the Health Service in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Health Service on a regular and systematic basis.
- (d) **Eligible Doctor** for the purposes of this clause means a Doctor who has at least 12 months' Continuous Service or an Eligible Casual Doctor as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 12 months parental leave an Eligible Doctor may take under subclause 67.4. A person taking Long Parental Leave under subclause 67.4 is the Primary Carer for the purpose of this clause.

- (g) **Primary Carer** means the person who has or will have a responsibility for the care of the Child. For the purpose of subclause 67.6, only one person can be the Child's Primary Carer on a particular day.
- (h) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Doctor who will not be the Primary Carer of a Child may take under subclause 67.5.
- (i) **Spouse** includes a person to whom the Eligible Doctor is married and a de facto partner, former spouse or former de facto spouse of the Doctor. A de facto Spouse means a person who lives with the Doctor as husband, wife or same-sex partner on a bona fide domestic basis.

67.4 Long Parental Leave – Unpaid

- (a) An Eligible Doctor is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:
 - (A) the birth of a Child of the Eligible Doctor or the Eligible Doctor's Spouse; or
 - (B) the placement of a Child with the Eligible Doctor for adoption; and
 - (ii) the Eligible Doctor is the Primary Carer.
- (b) The Eligible Doctor must take the leave in a single continuous period.
- (c) Where an Eligible Doctor is a member of an Employee Couple, except as provided at subclause 67.5 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Doctor.
- (e) An Eligible Doctor may be able to extend a period of unpaid parental leave in accordance with subclauses 67.12 and 67.13.

67.5 Short Parental Leave – Unpaid

- (a) This clause applies to an Eligible Doctor who is a member of an Employee Couple.
- (b) An Eligible Doctor who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Health Service agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Doctor is entitled under subclause 67.4 (if applicable).

67.6 Paid Parental Leave

- (a) Upon an Eligible Doctor commencing parental leave:
 - (i) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave and superannuation in accordance with subclause 43.4; and
 - (ii) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;

save that an Eligible Doctor who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at (i), even if the Eligible Doctor later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

- (c) The Health Service and Eligible Doctor may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Doctor must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (e) A variation to the payment of paid parental leave resulting in the paid leave being spread over more than 10 weeks does not affect the period of continuous service recognised. For example, a Doctor taking 20 weeks at half pay will, for the purpose of calculating continuous service, have ten weeks of continuous service recognised. A Doctor taking five weeks at double pay will have 10 weeks of continuous service recognised.
- (f) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

67.7 Notice and evidence requirements

- (a) A Doctor must, as far as reasonably practicable and subject to section 74 of the Act, give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Doctor must also provide a statutory declaration stating:
 - (i) that the Doctor will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Doctor's Spouse; and
 - (iii) that for the period of parental leave the Doctor will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the Doctor must confirm in writing the intended start and end dates of the parental leave, or advise the Health Service of any changes to the notice provided in subclause 67.7(a), unless it is not practicable to do so.
- (c) The Health Service may require the Doctor to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Doctor will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

67.8 Parental leave associated with the birth of a Child – additional provisions

- (a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Health Service and Eligible Doctor, an Eligible Doctor who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.
- (b) Six weeks before the birth
 - (i) Where a pregnant Eligible Doctor continues to work during the six week period immediately prior to the expected date of birth, the Health Service may require the Eligible Doctor to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Doctor's pregnancy or hazards connected with the position.
 - (ii) Where a request is made under subclause 67.8(b)(i) and an Eligible Doctor:
 - (A) does not provide the Health Service with the requested certificate within seven days of the request; or
 - (B) within seven days after the request, the Eligible Doctor gives the Health Service a medical certificate stating that the Eligible Doctor is not fit for work;the Health Service may require the Eligible Doctor to commence their parental leave as soon as practicable.
 - (iii) Where a request is made under subclause 67.8(b)(i) and an Eligible Doctor provides a medical certificate that states that the Eligible Doctor is fit for work but it is inadvisable for the Eligible Doctor to continue in her present position during a stated period, subclause 67.15 (Transfer to a safe job) will apply.

67.9 Unpaid pre-adoption leave

Doctors' entitlement to pre-adoption leave is set out at clause 66 (Pre-adoption leave).

67.10 Where placement does not proceed or continue

- (a) Where the placement of the Child for adoption with an Eligible Doctor does not proceed or continue, the Eligible Doctor must notify the Health Service immediately.
- (b) Where the Eligible Doctor had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Doctor's entitlement to adoption-related leave is not affected, except where the Health Service gives written notice under subclause 67.10(c).
- (c) The Health Service may give the Eligible Doctor written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Doctor wishes to return to work due to a placement not proceeding or continuing, the Health Service must nominate a time not exceeding four weeks from receipt of notification for the Eligible Doctor's return to work.

67.11 Special maternity leave

- (a) Entitlement to unpaid special birth-related leave
 - (i) A female Eligible Doctor is entitled to a period of unpaid special leave if she is not fit for work during that period because:
 - (A) she has a pregnancy-related illness; or

- (B) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
 - (ii) A female Eligible Doctor who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.
 - (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Doctor is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.
- (b) Entitlement to paid special birth-related leave
- (i) A female Eligible Doctor is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Doctor gives birth but the baby subsequently dies.
 - (ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 67.6(a)(i) (plus superannuation).
 - (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 67.11(a)(i).
 - (iv) Paid leave available to non-Primary Carers under subclause 67.6(a)(ii) will also apply in these circumstances.
- (c) Evidence
- If an Eligible Doctor takes leave under this clause the Health Service may require the Eligible Doctor to provide evidence that would satisfy a reasonable person of the matters referred to in subclauses 67.11(a)(i) or 67.11(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Doctor must give notice to the Health Service as soon as practicable, advising the Health Service of the period or the expected period of the leave under this provision.

67.12 Variation of period of unpaid parental leave (up to 12 months)

- (a) Where an Eligible Doctor has:
- (i) given notice of the taking of a period of Long Parental Leave under subclause 67.4; and
 - (ii) the length of this period of Long Parental Leave as notified to the Health Service is less than the Eligible Doctor's available entitlement to Long Parental Leave; and
 - (iii) the Eligible Doctor has commenced the period of Long Parental Leave,
- the Eligible Doctor may notify the Health Service of an extension to the period of parental leave on one occasion. Any extension is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this subclause 67.12 detracts from the basic entitlement in subclause 67.4 or subclause 67.13.
- (b) If the Health Service and Eligible Doctor agree, the Eligible Doctor may further change the period of parental leave.

67.13 Right to request an extension of period of unpaid parental leave beyond 12 months

- (a) An Eligible Doctor entitled to Long Parental Leave pursuant to the provisions of subclause 67.4 may request the Health Service to allow the Eligible Doctor to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(b) Request to be in writing

The request must be in writing and must be given to the Health Service at least four weeks before the end of the available parental leave period.

(c) Response to be in writing

The Health Service must give the Eligible Doctor a written response to the request stating whether the Health Service grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(d) Refusal only on reasonable business grounds

The Health Service may only refuse the request on reasonable business grounds.

(e) Reasons for refusal to be specified

If the Health Service refuses the request, the written response must include details of the reasons for the refusal.

(f) Reasonable opportunity to discuss

The Health Service must not refuse the request unless the Health Service has given the Eligible Doctor a reasonable opportunity to discuss the request.

(g) Employee Couples

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
- (iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 67.4 in relation to the Child is reduced by the period of the extension.

(h) No extension beyond 24 months

An Eligible Doctor is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

67.14 Parental leave and other entitlements

An Eligible Doctor may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

67.15 Transfer to a safe job

(a) Where an Doctor is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Doctor to continue in her present position for a stated period (the **risk period**) because of:

- (i) illness or risks arising out of the pregnancy, or
- (ii) hazards connected with the position,

the Doctor must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Doctor's terms and conditions of employment.

(b) Paid no safe job leave

If:

- (i) subclause 67.15(a) applies to a pregnant Eligible Doctor but there is no appropriate safe job available; and
- (ii) the Eligible Doctor is entitled to Long Parental Leave; and
- (iii) the Eligible Doctor has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 67.7 for taking Long Parental Leave;

then the Eligible Doctor is entitled to paid no safe job leave for the risk period.

- (c) If the Eligible Doctor takes paid no safe job leave for the risk period, the Health Service must pay the Eligible Doctor at the Eligible Doctor's rate of pay set out in Schedule B for the Eligible Doctor's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Doctor may have.
- (e) If an Eligible Doctor, during the six week period before the expected date of birth, is on paid no safe job leave, the Health Service may request that the Eligible Doctor provide a medical certificate within seven days stating whether the Eligible Doctor is fit for work.
- (f) If, the Eligible Doctor has either:
 - (i) not complied with the request from the Health Service under (e) above; or
 - (ii) provided a medical certificate stating that she is not fit for work; thenthe Eligible Doctor is not entitled to no safe job leave and the Health Service may require the Eligible Doctor to take parental leave as soon as practicable.
- (g) Unpaid no safe job leave

If:

- (i) subclause 67.15(a) applies to a pregnant Doctor but there is no appropriate safe job available; and
- (ii) the Doctor will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Doctor has given the Health Service evidence that would satisfy a reasonable person of the pregnancy if required by the Health Service (which may include a requirement to provide a medical certificate),

the Doctor is entitled to unpaid no safe job leave for the risk period.

67.16 Extension of contract – Parental Leave

A Doctor is entitled to be offered a variation to the period of their existing contract of employment in accordance with subclause 21.3(b).

67.17 Returning to work after a period of parental leave

- (a) An Eligible Doctor must confirm to the Health Service that the Eligible Doctor will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Doctor will be entitled to return:
 - (i) unless subclause 67.17(b)(ii) or subclause 67.17(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Doctor was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 67.15), to the new position;

- (iii) if subclause 67.17(b)(ii) does not apply, and the Eligible Doctor began working part-time because of the pregnancy of the Eligible Doctor, or his or her Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 67.17(b) is not to result in the Eligible Doctor being returned to the safe job to which the Eligible Doctor was transferred under subclause 67.15. In such circumstances, the Eligible Doctor will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 67.17(b) and 67.17(c) above) no longer exists, an Eligible Doctor is entitled to return to an available position for which the Eligible Doctor is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Health Service must not fail to re-engage an Eligible Doctor because:
 - (i) the Eligible Doctor or Eligible Doctor's Spouse is pregnant; or
 - (ii) the Eligible Doctor is or has been immediately absent on parental leave.
- (f) The rights of the Health Service in relation to engagement and re-engagement of casual Doctors are not affected, other than in accordance with this subclause 67.17.

67.18 Replacement Doctors

- (a) A replacement Doctor is an Doctor specifically engaged or temporarily promoted or transferred, as a result of an Eligible Doctor proceeding on parental leave.
- (b) Before the Health Service engages a replacement Doctor, the Health Service must ensure that it notifies the replacement Doctor of the matters set out in section 84A of the Act, including the temporary nature of the engagement and of the rights of the Eligible Doctor who is being replaced.

67.19 Communication during parental leave – organisational change

- (a) Where an Eligible Doctor is on parental leave and the Health Service proposes a change that will have a significant effect within the meaning of clause 10 (Consultation) of this Agreement on the Eligible Doctor's pre-parental leave position, the Health Service will comply with the requirements of clause 10 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 10.4; and
 - (ii) an opportunity for discussions with the Eligible Doctor and, where relevant, the Eligible Doctor' representative in accordance with subclause 10.6.
- (b) The Eligible Doctor will take reasonable steps to inform the Health Service about any significant matter that arises whilst the Eligible Doctor is taking parental leave that will affect the Eligible Doctor's decision regarding the duration of parental leave to be taken, whether the Eligible Doctor intends to return to work and whether the Eligible Doctor intends to request to return to work on a part-time basis.
- (c) The Eligible Doctor will also notify the Health Service of changes of address or other contact details which might affect the Health Service's capacity to comply with subclause 67.19.

67.20 Keeping in touch days

- (a) This clause does not prevent an Eligible Doctor from performing work for the Health Service on a keeping in touch day while the Eligible Doctor is taking Long Parental Leave. If the Eligible Doctor does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Doctor performs work for the Health Service during the period of leave is a keeping in touch day if:

- (i) the purpose of performing the work is to enable the Eligible Doctor to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
- (ii) both the Eligible Doctor and Health Service consent to the Eligible Doctor performing work for the Health Service on that day; and
- (iii) the day is not within:
 - (A) if the Eligible Doctor suggested or requested that they perform work for the Health Service on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - (B) otherwise – 42 days after the date of birth, or day of placement, of the Child; and
- (iv) the Eligible Doctor has not already performed work for the Health Service or another entity on ten days during the period of leave that were keeping in touch days.
- (c) The Health Service must not exert undue influence or undue pressure on an Eligible Doctor to consent to a keeping in touch day.
- (d) For the purposes of subclause 67.20(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
 - (i) a period of Long Parental Leave taken during the Eligible Doctor's available parental leave period under subclause 67.4; and
 - (ii) an extension of the period of Long Parental Leave under subclause 67.13.

68 Long service leave

68.1 Entitlement

- (a) A Doctor is entitled to Long Service Leave with pay for continuous service as follows.

68.2 Normal Entitlement

- (a) six months of long service leave after 15 years of continuous service then two months of long service leave after each additional five years of continuous service.
- (b) The Health Service may grant pro-rata long service leave after 10 years of continuous service.

68.3 Pro-rata Entitlement

- (a) Pro-rata entitlements accrue on termination of employment as follows:
 - (i) after 15 years of service; or
 - (ii) after 10 years of service but before 15 years of service as long as employment ends for any reason other than serious and wilful misconduct pursuant to clause 29 (Termination of Employment).
- (b) Pro-rata entitlements are calculated as 1/30th of the period of continuous service since beginning employment, or since the last normal long service leave entitlement became due, whichever is later.

68.4 Payment

- (a) The Doctor is entitled to be paid the ordinary rate of pay under Schedule B payable at the time the leave is taken or the period of employment ends. If appropriate, the Health Service may deduct rental charges consistent with clause 75 (Deductions for Board and Lodging).

- (b) Payment of a Doctor's long service leave entitlement must be made by one of the following methods:
 - (i) in full and in advance of the Doctor commencing leave;
 - (ii) at the same time as the Doctor would normally be paid when on duty; or
 - (iii) in any other way agreed between the Doctor and the Health Service.
- (c) If the Agreement provides for an increase to ordinary pay pursuant to Schedule B (Rates of Pay) while the Doctor is on long service leave, the difference between any long service leave payment received and the increase must be paid to the Doctor at the end of the long service leave period.

68.5 Taking of Leave

- (a) A Doctor must be granted long service leave within six months of the date eligibility arose under this clause. By agreement, the taking of the leave may be postponed.
- (b) Any long service leave is inclusive of public holidays occurring during the period when the leave is taken.
- (c) By agreement, the following may occur:
 - (i) the first six months of the Doctor's long service leave entitlement may be taken in two or three separate periods;
 - (ii) any further period of long service leave may be taken in two separate periods.
- (d) Flexible taking of leave: Double leave at half pay or half leave at double pay
 - (i) A Health Service may approve an application by a Doctor to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
 - (ii) Doctors should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 68.5(d). The Health Service will not be held responsible in any way for the cost or outcome of any such advice.
 - (iii) The Health Service, if requested by the Doctor, will provide information as to the amount of tax the Health Service intends to deduct where payment of long service leave is sought under subclause 68.5(d)(i).
 - (iv) If granting the request under this subclause would result in an additional cost to the Health Service, then it is not practical to grant a Doctor's request.
 - (v) Flexible taking of long service leave does not affect a Doctor's period of Continuous Service recognised. For example, a Doctor taking 12 months at half pay will, for the purpose of calculating Continuous Service, have six months of Continuous Service recognised. A Doctor taking three months at double pay will have 6 months of Continuous Service recognised. In either case service will not be broken.

68.6 Calculating Service for Entitlement to Leave

- (a) To determine a period of service of a Doctor, the Health Service must include the following service or breaks. To calculate an entitlement, service or breaks listed in subclauses 68.7(a) to 68.7(g) are counted as service, while subclauses 68.8(a) to 68.8(g) are not counted as service but do not break continuity of service.

Example: If a Doctor was engaged nine years ago and has within that time taken 12 months of Parental Leave, he or she must wait 11 years from the date of engagement before being eligible for pro-rata Long Service Leave.

68.7 Counted as Service:

- (a) Service for which long service leave or payment in lieu has not been received.
- (b) Service with her majesty's armed forces.
- (c) Service with a business that was transmitted, transferred, assigned, conveyed or succeeded from one business to another.
- (d) Annual leave, long service leave or personal/carer's leave.
- (e) Leave of absence where the absence is authorised in advance in writing by the Health Service to be counted as service.
- (f) Service as part of a specialist training program accredited by a Specialist Medical College with an employer not covered by this Agreement where:
 - (i) The break between period of employment is not more than two months duration or such longer period as provided in subclause 68.9(a)(ii) (Allowable period of absence for Parental Leave); and
 - (ii) The Doctor has not received payment for long service leave benefit for that service.
- (g) On application, for a Doctor who commenced employment with a Health Service listed in Schedule A after 30 November 2008, service with an interstate Government health service, provided that such interstate Government health service employment was within two months of commencing employment with a Health Service listed in Schedule A.

68.8 Not Counted as Service but Not Breaking Continuity of Service:

- (a) Absence on account of injury arising out of or in the course of his or her employment.
- (b) Absence on parental leave under clause 67 or an equivalent period for parental leave purposes (up to 24 months between engagements).
- (c) Absence arising directly or indirectly from an industrial dispute.
- (d) Any period of time from employment between engagements with the Department, any hospital, Benevolent Home, Community Health Centre, Society or Association that is registered under the Health Services Act and any other provider that is less than the Doctor's allowable period of absence from employment pursuant to subclause 68.9 below.
- (e) The dismissal of a Doctor by a Health Service if re-employed within two months of the dismissal.
- (f) Any other leave of absence authorised by the Health Service.
- (g) Service that lasts less than six months with the Department, any Hospital, Benevolent Home, Community Health Centre, Society or Association that is registered under the Health Services Act.

68.9 Allowable Break in Service

- (a) A Doctor's allowable period of absence from employment will be the greater of:
 - (i) five weeks in addition to the total period of paid annual leave and/or personal leave that the Doctor actually receives on termination, or for which he or she is paid in lieu; or
 - (ii) such longer period of absence equivalent to and for the purpose of parental leave under the NES.

68.10 Health Service Cannot Avoid Obligations

- (a) Where the institution interrupts the Doctor's work, causes the Doctor to be absent from work, or terminates the Doctor's employment with the intention of avoiding obligations under this clause, the period of absence is counted as continuous service.

68.11 Payment on Termination

- (a) On termination of employment Doctors are entitled to receive payment for any outstanding normal or pro-rata long service leave entitlement.

68.12 Transfer of Entitlement

- (a) Where a Doctor has a pro-rata long service leave entitlement and/or a normal entitlement on termination of employment and they move to the Department, any Hospital, Benevolent Home, Community Health Centre, Society or Association registered under the Health Services Act within two months, they may elect to transfer the entitlements rather than have them paid out.
- (b) A Doctor may, in writing, request that the Hospital defer payment in respect of any pro-rata leave entitlements beyond two months. Unless this notice is given, the leave entitlement must be paid out when six months is exceeded. When the Doctor finally gives notice in writing that they are employed by the Department, any Hospital, Benevolent Home, Community Health Centre, Society or Association that is registered under the Health Services Act, then the Hospital is no longer required to make payment to the Doctor.

68.13 Long Service Leave that was Granted in Advance

- (a) Where a Doctor who has been granted long service leave in advance and who has been terminated consistent with subclause 29.1(c) (i.e. for serious and wilful misconduct), may have an amount equal to the amount paid in respect of the advance leave deducted and withheld from any payments owed by the institution on termination.

68.14 What Happens on Doctor's death?

- (a) For a Doctor who has completed at least ten years' service and who has died, the Hospital must pay the Doctor's authorised representative an amount equal to 1/30th of the Doctor's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Doctor.

68.15 Health Service Must Keep Records

- (a) The Health Service must keep a record of long service leave for each Doctor. This record must show details of service, leave taken and payments made.

68.16 Doctor Responsible for Proof of Service

- (a) The Doctor is at all times responsible for proving that he or she has completed sufficient service consistent with subclauses 68.6 through 68.10 to access the long service leave entitlement.
- (b) A certificate in the form set out in Schedule C shall constitute proof, but not the only possible proof.

69 Jury service leave

- 69.1** A Doctor required to attend for Jury Service during ordinary working hours must be paid the difference between the amount paid for the Jury Service and the amount the Doctor could have reasonably expected to receive had the Doctor attended for work.

- 69.2** A Doctor must notify the Health Service as soon as possible of the date(s) when he or she is required to attend for Jury Service. Further, the Doctor must give his or her Health Service proof of attendance, the duration of the attendance and the amount paid for the Jury Service.

70 Community service leave

- 70.1** A Doctor is entitled to a reasonable period of unpaid leave release to attend a recognised voluntary emergency management activity related to an emergency or natural disaster situation in accordance with Division 8 (Community Service Leave) of the Act.

71 Family Violence Leave

NOTE: Family member is defined in section 8 of the *Family Violence Protection Act 2008* (Vic) and is broader than the definition of immediate family in subclause 61.2.

71.1 General Principle

- (a) Each Health Service recognises that Doctors sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Health Service is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence and also to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

71.2 Definition of Family Violence

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008* (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause 71.2(a) above.

71.3 Eligibility

- (a) Paid leave for family violence purposes is available to all Doctors with the exception of casual Doctors.
- (b) Casual Doctors are entitled to access leave without pay for family violence purposes.

71.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a

Family Violence Support Service, district nurse, maternal and child health nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

- (b) All personal information concerning family violence will be kept confidential in line with the Health Service's policies and relevant legislation. No information will be kept on a Doctor's personnel file without their express written permission.
- (c) No adverse action will be taken against a Doctor if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Health Service will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Health Service will advertise the name of any Family Violence contacts within the workplace.
- (e) A Doctor experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Doctor chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by a Doctor, the Human Resources contact will liaise with the Doctor's manager on the Doctor's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 71.5 and subclause 71.6.
- (g) The Health Service will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that a Doctor reports family violence.

71.5 Leave

- (a) A Doctor experiencing family violence will have access to 20 days per year of paid special leave (pro-rata for part time Doctors) following an event of family violence and for related purposes such as counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) A Doctor who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Health Service may require evidence consistent with subclause 71.4(a) from a Doctor seeking to utilise their personal/carer's leave entitlement.

71.6 Individual Support

- (a) In order to provide support to a Doctor experiencing family violence and to provide a safe work environment to all Doctors, the Health Service will approve any reasonable request from a Doctor experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- (b) Any changes to a Doctor's role should be reviewed at agreed periods. When a Doctor is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Doctor's substantive position.
- (c) A Doctor experiencing family violence will be offered access to the Doctor Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) A Doctor that discloses that they are experiencing family violence will be given information regarding current support services.

PART I – ACCOMMODATION AND FACILITIES

72 General facilities

72.1 The Health Service must provide the following facilities for the use of non-resident Doctors:

- (a) a changing room with individual full length lockable lockers for each Doctor;
- (b) a common room; and
- (c) a shower and bathroom.

72.2 Health Services should provide the following facilities:

- (a) access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
- (b) access to internet and e-mail facilities for work purposes;
- (c) 24-hour access to a library and all of its resources;
- (d) access to a security escort at night;
- (e) reserved car parking paid for by the Health Service and available for a Doctor when rostered on-call and when recalled to duty. The parking spaces must be well lit and in a secure place within 200 meters from the main entrance of the Health Service; and
- (f) an office available for private discussion with patients' relatives.

72.3 In the case where a Health Service does not meet the standards described in subclause 72.2 above, the Health Service, the Department and the Association will consult to determine a time-frame within which the facilities will be provided within available capital funding budgets.

72.4 Where a Doctor is rostered for a period of 12 hours or more and that rostered period commences after 6.00 p.m., the Health Service must make available to the Doctor for the period of duty:

- (a) a separate reasonably furnished bedroom with adequate heating and cooling facilities, including a study desk, chair and study light;
- (b) reasonable provision for the preparation of light refreshments by the Doctor;
- (c) reasonable provision for laundering, drying and ironing of personal clothing by the Doctor; and
- (d) rooms fully cleaned and beds made.

73 Facilities when on rotation

73.1 **Provision of facilities**

- (a) Where a Doctor is permitted or required to live in the residential quarters provided by the Rotation Hospital, the Rotation Hospital must ensure a safe living environment that includes the following facilities:
 - (i) a separate reasonably furnished bedroom with adequate heating and cooling facilities, including a study desk, chair and study light;
 - (ii) adequate accommodation for study and recreation, which must be available for the Doctor's exclusive use;

- (iii) reasonable provision for the preparation of light refreshments by the Doctor;
- (iv) reasonable provision for the laundering, drying and ironing of personal clothing by the Doctor;
- (v) adequate car parking facilities, where possible; and
- (vi) reliable internet including wi-fi wherever possible.

73.2 Safe environment

- (a) The Rotation Hospital shall assess the residential living quarters to ensure that the accommodation is safe having regard for all the circumstances including the circumstances of the individual Doctor.
- (b) A safety assessment will consider matters including but not limited to:
 - (i) any equipment, appliances and furniture;
 - (ii) hygiene and cleanliness;
 - (iii) security including any security risk arising from isolation and/or shared accommodation.

73.3 Wi-fi

- (a) The Rotation Hospital will advise the Doctor in writing either:
 - (i) how to access the wi-fi and the contact details for any necessary technical support, or
 - (ii) that wi-fi is not available including the reason it is not available.
- (b) In the absence of wi-fi, the Rotation Hospital will advise the Doctor in writing what alternative arrangements for internet access are available.

73.4 Privacy

- (a) The Rotation Hospital must respect the privacy of a Doctor's room and, provided there are no exceptional circumstances, representatives of the Rotation Hospital must have entry only with the Doctor's permission.

73.5 Routine inspection and maintenance

- (a) The provisions of subclause 73.4 do not apply to the routine maintenance of Doctors' rooms or routine inspections of which notice has been given.

73.6 Accommodation for Spouse

- (a) A Doctor with a Spouse (as defined in subclause 67.3(i)) may request spousal quarters if required to be on Rotation to a Rotation Hospital for in excess of six weeks. This entitlement is subject to the availability of spousal quarters.

74 Breastfeeding

74.1 Paid break

Each Health Service will provide reasonable paid break time for a Doctor to express breast milk for her nursing child each time such Doctor has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

74.2 Place to express or feed

Health Services will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by a Doctor to express breast milk or breastfeed a child in privacy.

74.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Doctor.

75 Deductions for board and lodging

75.1 The provisions of this clause 75 are to be read in conjunction with clause 52 (Rotation Allowances).

75.2 Where the Rotation Hospital provides board and lodging, the Doctor's wage rate will be reduced by the amounts set out in the table in Schedule B, Part 3 (Deductions for board and lodging).

75.3 A single Doctor may request in writing accommodation of a higher standard than provided in subclause 73.1 above, in which case the rental and other charges must be fixed by the Rotation Hospital but must not exceed prevailing market rates.

PART J – UNION MATTERS AND SERVICE DELIVERY PARTNERSHIP PLAN

76 Union Matters

76.1 Access to Doctors – General

The Association will have access to Doctors for any process arising under this Agreement.

76.2 Access to Doctors – Electronic communication

A Health Service will ensure that:

- (a) emails from the Association domain name are not blocked or restricted by or on behalf of the Health Service, except in respect of any individual Doctor who has made a written request to the Health Service to block such emails;
- (b) emails from Doctors to the Association are not blocked or restricted by or on behalf of the Health Service;
- (c) access from Health Service computers and like devices to Association websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Health Service will immediately notify the Association to enable the security concern to be addressed.

76.3 Access to Doctors – Orientation

- (a) The Association may attend and address new Doctors as part of orientation / induction programs for new Doctors, provided that any attendance for the purposes of discussions with the Doctors meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Health Service in consultation with the Association.
- (b) A Health Service will advise the Association of the date, time and location of orientation / induction programs not less than 14 days prior to the orientation / induction program.
- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. A Health Service and Association may agree to an alternative means by which the Association can access new Doctors including where orientation / induction programs are conducted on-line or the Association cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

76.4 Delegates and Health & Safety Representatives

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 76.4, Representative means a Delegate of the Association or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
 - (ii) access reasonable preparation time before meetings with management or disciplinary or grievance meetings with a member of the Association;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the FWC;

- (iv) present information on the Association at orientation sessions for new Doctors.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Health Service. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

76.5 Noticeboard

- (a) A noticeboard for the Association's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Association are employed.
- (b) The Association and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Association.

76.6 Meeting Space

In the absence of agreement on a location for the holding of Association meetings, the room where one or more of the Doctors who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Association meetings. Nothing in this clause is intended to override the operation of the Act.

76.7 Secondment to the Association

A Health Service will, on application, grant leave without pay to a Doctor for the purpose of secondment or other arrangement to work for the Association subject to the Health Service's reasonable operational requirements.

76.8 Doctors holding official positions with the Association

A Health Service will, on application by the Association, grant leave without loss of pay to a Doctor for the purpose of fulfilling their duties as an official of the Council or Executive body of the Association. For a member of the AMA/ASMOF Council, this currently involves 4 meetings per year (plus travel time). For AMA/ASMOF Executive Council members this involves an additional 12 meetings (plus travel time).

76.9 Association Training

NOTE: A HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 76.9, Doctors selected by the Association to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Doctor.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Health Service's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the Association advising that it has nominated the Doctor or supports the application;
 - (ii) the training is conducted by the Association, an association of unions or accredited training provider; and

- (iii) the application is made as early as practicable and not less than two weeks before the training.
- (e) The Doctor will be paid their ordinary pay for normal rostered hours , but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Health Service.

76.10 Agreement Implementation Committees

- (a) A local agreement implementation committee (**AIC**) will continue or, if there is not currently an AIC in operation, be established at each Health Service. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable, comprise equal numbers of representatives of the Employer and the AMA/ASMOF for the purposes of:
 - (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) dealing with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will be developed by the parties.

77 Service Delivery Partnership Plan

77.1 The parties are committed to contributing to improve the productivity and efficiency of the Victorian public health by:

- (a) improving patient treatment times through flow improvements and discharge practices;
- (b) enhancing patient safety through increased immunisation/vaccination rates;
- (c) reducing illness and injury through occupational health and safety interventions;
- (d) collaboration between the parties to reduce the environmental impact of health services;
- (e) modernising the Agreement through the development and implementation of common enterprise agreement clauses across agreements in the Victorian public health sector where possible;
- (f) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards;
- (g) collaboration between the parties to reduce duplication of training and promote recognition of training across health services;
- (h) collaboration between the parties to monitor onboarding and credentialing practices to identify opportunities for common application requirements and the implementation of electronic onboarding and credentialing;
- (i) jointly monitoring the proper implementation of the Training Time clause for Registrars;

- (j) collaboration between the parties over the life of the Agreement to better accommodate long service leave arrangements for Doctors employed by two or more concurrent Health Services;
- (k) collaboration between the parties to develop guidelines to assist employers in facilitating genuine job-share arrangements for Doctors in Training;
- (l) establishing a Fatigue Management Review, the terms of reference of which to be agreed between the parties within six (6) months of the commencement of the Agreement;
- (m) establishing a joint working party comprised of representatives from VHIA, Health Services, the AMA and the Department of Health and Human Services (where suitable) to identify how and when two year contracts can be accommodated within the existing classification structure;
- (n) continued support for private practice arrangements.

77.2 To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (**SDPPWG**) within six months of the Agreement being approved by the FWC. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.

77.3 The SDPPWG will comprise nominated representatives from the AMA, the Victorian Hospitals' Industrial Association and the Department of Health and Human Services (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required.

77.4 In relation to the initiative described in subclause 77.1(m), the parties commit to implementing two year contracts at the earliest opportunity and will do so during the life of this Agreement to the extent possible.

77.5 A dispute over the implementation of this clause will be dealt with through conciliation in accordance with clause 12 (Dispute Resolution).

78 Health Service obligations

78.1 A Health Service must not dismiss, threaten to dismiss, injure or threaten to injure a Doctor in respect of his or her employment nor alter the Doctor's position, or threaten to alter the position to the Doctor's detriment for the following reasons:

- (a) the Doctor has been, is, or proposes to become an Officer, delegate or member of the Association; or
- (b) the Doctor is entitled to the benefits of the Agreement, or has asked to receive the benefit; or
- (c) the Doctor has appeared, or proposes to appear, as a witness, or has given or proposes to give evidence in a proceeding under the Act; or
- (d) the Doctor, being a member of the Association which is seeking better industrial conditions, is dissatisfied with employment conditions; or
- (e) the Doctor was absent from rostered duty because:
 - (i) the absence was for the purpose of carrying out duties or exercising rights as an Officer or delegate of the Association; or
 - (ii) the Doctor applied for leave before the absence referred to in subclause 78.1(e)(i) above and the Health Service unreasonably refused or withheld consent for the leave.

- (f) The Officer, delegate or member of the Association has done or proposes to do an act or thing which is lawful for the purpose of furthering or protecting the industrial interests of the Association or its members. The act or thing must be done within the limits of authority expressly conferred on the Doctor by the Association in accordance with the rules of the Association.
- (g) The absences referred to above must not exceed a period of five consecutive working days or a total of five working days in any four week period without a written request from the officer of the Association. Authorisation of any such absence must not be unreasonably withheld by the Health Service. Provided sufficient and appropriate notice is given, the onus is placed on the Health Service to explain the circumstances of any refusal to release the Doctor from duty as expeditiously as possible.
- (h) The absences referred to above must be without pay unless otherwise agreed to by the Health Service.

SIGNED for and on behalf of **EMPLOYERS** referred to in **Schedule A** by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:



Witness

DANIEL PULLIN

Name of Witness (print)



Signature

STUART McCULLOUGH AM

Name (print)

CEO - VHIA

Authority to sign

88 MARIBYRNONG ST.

Address FOOTSCRAY

SIGNED for and on behalf of **Australian Salaried Medical Officers' Federation** by its authorised officers in the presence of:



Witness

Grant Forsyth

Name of Witness (print)



Signature

Geoff O'Keefe

Name (print)

CEO AEMOF VIC BRANCO

Authority to sign

293 ROYAL PDE MURRAY

Address

SIGNED for and on behalf of **Australian Medical Association (Victoria) Limited** by its authorised officers in the presence of:



Witness

STUART MILLER

Name of Witness (print)



Signature

DIANNE ANGUS

Name (print)

Chief Executive Officer

Authority to sign

293 Royal Pde, Berwick.
VIC 3052

Address

SCHEDULE A – LIST OF EMPLOYERS / HEALTH SERVICES

Albury Wodonga Health (Wodonga Hospital only)

Alfred Health

Austin Health

Bairnsdale Regional Health Service

Ballarat Health Services

Barwon Health

Bass Coast Health

Bendigo Health Care Group

Calvary Health Care Bethlehem Limited

Central Gippsland Health Service

Djerriwarrh Health Service

Eastern Health

East Grampians Health Service

Echuca Regional Health

Gippsland Southern Health Service

Goulburn Valley Health

Latrobe Regional Hospital

Melbourne Health

Mercy Hospitals Victoria Ltd

Monash Health

Northeast Health Wangaratta

Northern Health

Numurkah District Health Service

Peninsula Health

Peter MacCallum Cancer Institute

Portland District Health

Ramsay Health Care Australia Pty Limited (Mildura Base Hospital only)

South West Healthcare

St Vincent's Hospital (Melbourne) Limited

Swan Hill District Health

The Royal Children's Hospital

The Royal Victorian Eye and Ear Hospital

The Royal Women's Hospital

West Gippsland Healthcare Group

Western District Health Service

Western Health

Wimmera Health Care Group

The Victorian Institute of Forensic Mental Health (trading as Forensicare)

SCHEDULE B – DOCTORS IN TRAINING REMUNERATION, ALLOWANCES AND DEDUCTIONS

PART 1: Remuneration

TABLE 1.1 – Doctors in Training Weekly Pay Rates

Classification/Pay Point	Current	FPPCOA 1 Jan 2018*	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Hospital Medical Officer Year 1 (Intern)	\$1,274.30	\$1,389.00	\$1,430.70	\$1,473.60	\$1,517.80
Hospital Medical Officer Year 2	\$1,355.20	\$1,477.20	\$1,521.50	\$1,567.10	\$1,614.10
Hospital Medical Officer Year 3	\$1,469.10	\$1,601.30	\$1,649.30	\$1,698.80	\$1,749.80

Medical Officer Year 1	\$1,792.90	\$1,954.30	\$2,012.90	\$2,073.30	\$2,135.50
Medical Officer Year 2	\$1,905.50	\$2,077.00	\$2,139.30	\$2,203.50	\$2,269.60
Medical Officer Year 3	\$2,017.30	\$2,198.90	\$2,264.90	\$2,332.80	\$2,402.80
Medical Officer Year 4	\$2,129.60	\$2,321.30	\$2,390.90	\$2,462.60	\$2,536.50
Medical Officer Year 5	\$2,241.70	\$2,443.50	\$2,516.80	\$2,592.30	\$2,670.10
Solely Administrative	\$2,241.70	\$2,443.50	\$2,516.80	\$2,592.30	\$2,670.10
Medical Officer Year 6 and thereafter	\$2,376.30	\$2,590.20	\$2,667.90	\$2,747.90	\$2,830.30

Senior Medical Officer Year 1	\$2,519.50	\$2,746.30	\$2,828.70	\$2,913.60	\$3,001.00
Senior Medical Officer Year 2	\$2,645.60	\$2,883.70	\$2,970.20	\$3,059.30	\$3,151.10
Senior Medical Officer Year 3 and thereafter	\$2,777.70	\$3,027.70	\$3,118.50	\$3,212.10	\$3,308.50

Registrar Year 1	\$1,930.10	\$2,103.80	\$2,166.90	\$2,231.90	\$2,298.90
Registrar Year 2	\$2,040.30	\$2,223.90	\$2,290.60	\$2,359.30	\$2,430.10
Registrar Year 3	\$2,118.00	\$2,308.60	\$2,377.90	\$2,449.20	\$2,522.70
Registrar Year 4	\$2,224.10	\$2,424.30	\$2,497.00	\$2,571.90	\$2,649.10
Registrar Year 5	\$2,530.00	\$2,757.70	\$2,840.40	\$2,925.60	\$3,013.40

Classification/Pay Point	Current	FPPCOA 1 Jan 2018*	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Registrar Year 6 and thereafter	\$2,656.50	\$2,895.60	\$2,982.50	\$3,072.00	\$3,164.20

* Includes the Additional Adjustment of 6%

PART 2: Allowances

TABLE 2.1 – Continuing Medical Education (CME) Allowance (Weekly Amounts*)

* amounts are paid on a pro-rata basis to part-time and casual Doctors

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Hospital Medical Officer Year 1 (Intern)	\$40.30	\$59.50	\$61.20	\$63.10	\$65.00
Hospital Medical Officer Years 2 & 3	\$50.80	\$70.00	\$72.10	\$74.30	\$76.50
Medical Officers and Senior Medical Officers	\$50.80	\$70.00	\$72.10	\$74.30	\$76.50
Registrars	\$72.00	\$91.20	\$93.90	\$96.80	\$99.70

TABLE 2.2(a) – On-call Allowances – General On-call (per On-call period)

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
<u>General On-call (not including public holidays)</u>					
Hospital Medical Officer Year 1 (Intern)	\$57.50	\$59.20	\$61.00	\$62.80	\$64.70
Hospital Medical Officer Year 2	\$61.00	\$62.80	\$64.70	\$66.60	\$68.60
Hospital Medical Officer Year 3	\$66.10	\$68.10	\$70.10	\$72.20	\$74.40
Medical Officer Year 1	\$80.80	\$83.20	\$85.70	\$88.30	\$90.90
Medical Officer Year 2	\$86.00	\$88.60	\$91.30	\$94.00	\$96.80
Medical Officer Year 3	\$90.70	\$93.40	\$96.20	\$99.10	\$102.10
Medical Officer Year 4	\$96.00	\$98.90	\$101.90	\$105.00	\$108.20
Medical Officer Year 5	\$100.90	\$103.90	\$107.00	\$110.20	\$113.50
Solely Administrative	\$100.90	\$103.90	\$107.00	\$110.20	\$113.50
Medical Officer Year 6 and thereafter	\$107.00	\$110.20	\$113.50	\$116.90	\$120.40
Senior Medical Officer Year 1	\$113.40	\$116.80	\$120.30	\$123.90	\$127.60
Senior Medical Officer Year 2	\$119.30	\$122.90	\$126.60	\$130.40	\$134.30
Senior Medical Officer Year 3 and thereafter	\$125.40	\$129.20	\$133.10	\$137.10	\$141.20

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Registrar Year 1	\$85.20	\$87.80	\$90.40	\$93.10	\$95.90
Registrar Year 2	\$89.90	\$92.60	\$95.40	\$98.30	\$101.20
Registrar Year 3	\$93.30	\$96.10	\$99.00	\$102.00	\$105.10
Registrar Year 4	\$98.00	\$100.90	\$103.90	\$107.00	\$110.20
Registrar Year 5	\$111.50	\$114.80	\$118.20	\$121.70	\$125.40
Registrar Year 6 and thereafter	\$116.80	\$120.30	\$123.90	\$127.60	\$131.40
<u>General On-call - public holidays</u>					
Hospital Medical Officer Year 1 (Intern)	\$80.50	\$82.90	\$85.40	\$88.00	\$90.60
Hospital Medical Officer Year 2	\$85.60	\$88.20	\$90.80	\$93.50	\$96.30
Hospital Medical Officer Year 3	\$92.80	\$95.60	\$98.50	\$101.50	\$104.50
Medical Officer Year 1	\$113.00	\$116.40	\$119.90	\$123.50	\$127.20
Medical Officer Year 2	\$120.10	\$123.70	\$127.40	\$131.20	\$135.10
Medical Officer Year 3	\$127.30	\$131.10	\$135.00	\$139.10	\$143.30
Medical Officer Year 4	\$134.40	\$138.40	\$142.60	\$146.90	\$151.30
Medical Officer Year 5	\$141.50	\$145.70	\$150.10	\$154.60	\$159.20
Solely Administrative	\$141.50	\$145.70	\$150.10	\$154.60	\$159.20
Medical Officer Year 6 and thereafter	\$150.00	\$154.50	\$159.10	\$163.90	\$168.80
Senior Medical Officer Year 1	\$159.10	\$163.90	\$168.80	\$173.90	\$179.10
Senior Medical Officer Year 2	\$167.10	\$172.10	\$177.30	\$182.60	\$188.10
Senior Medical Officer Year 3 and thereafter	\$175.50	\$180.80	\$186.20	\$191.80	\$197.60
Registrar Year 1	\$119.10	\$122.70	\$126.40	\$130.20	\$134.10
Registrar Year 2	\$125.90	\$129.70	\$133.60	\$137.60	\$141.70
Registrar Year 3	\$130.50	\$134.40	\$138.40	\$142.60	\$146.90
Registrar Year 4	\$137.10	\$141.20	\$145.40	\$149.80	\$154.30

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Registrar Year 5	\$155.80	\$160.50	\$165.30	\$170.30	\$175.40
Registrar Year 6 and thereafter	\$163.60	\$168.50	\$173.60	\$178.80	\$184.20

TABLE 2.2(b) – On-call Allowances – Stand-by On-call (per On-call period)

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
<i>Stand-by On-call (not including public holidays)</i>					
Hospital Medical Officer Year 1 (Intern)	\$31.90	\$34.70	\$35.80	\$36.80	\$37.90
Hospital Medical Officer Year 2	\$33.90	\$36.90	\$38.00	\$39.20	\$40.40
Hospital Medical Officer Year 3	\$36.70	\$40.00	\$41.20	\$42.50	\$43.70
Medical Officer Year 1	\$44.80	\$48.90	\$50.30	\$51.80	\$53.40
Medical Officer Year 2	\$47.60	\$51.90	\$53.50	\$55.10	\$56.70
Medical Officer Year 3	\$50.40	\$55.00	\$56.60	\$58.30	\$60.10
Medical Officer Year 4	\$53.30	\$58.00	\$59.80	\$61.60	\$63.40
Medical Officer Year 5	\$56.00	\$61.10	\$62.90	\$64.80	\$66.80
Solely Administrative	\$56.00	\$61.10	\$62.90	\$64.80	\$66.80
Medical Officer Year 6 and thereafter	\$59.40	\$64.80	\$66.70	\$68.70	\$70.80
Senior Medical Officer Year 1	\$63.00	\$68.70	\$70.70	\$72.80	\$75.00
Senior Medical Officer Year 2	\$66.10	\$72.10	\$74.30	\$76.50	\$78.80
Senior Medical Officer Year 3 and thereafter	\$69.40	\$75.70	\$78.00	\$80.30	\$82.70
Registrar Year 1	\$48.30	\$52.60	\$54.20	\$55.80	\$57.50
Registrar Year 2	\$50.90	\$55.60	\$57.30	\$59.00	\$60.80
Registrar Year 3	\$53.00	\$57.70	\$59.40	\$61.20	\$63.10
Registrar Year 4	\$55.60	\$60.60	\$62.40	\$64.30	\$66.20
Registrar Year 5	\$63.20	\$68.90	\$71.00	\$73.10	\$75.30

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Registrar Year 6 and thereafter	\$66.40	\$72.40	\$74.60	\$76.80	\$79.10
<u>Stand-by On-call - public holidays</u>					
Hospital Medical Officer Year 1 (Intern)	\$44.50	\$48.60	\$50.10	\$51.60	\$53.10
Hospital Medical Officer Year 2	\$47.40	\$51.70	\$53.30	\$54.80	\$56.50
Hospital Medical Officer Year 3	\$51.50	\$56.00	\$57.70	\$59.50	\$61.20
Medical Officer Year 1	\$62.80	\$68.40	\$70.50	\$72.60	\$74.70
Medical Officer Year 2	\$66.80	\$72.70	\$74.90	\$77.10	\$79.40
Medical Officer Year 3	\$70.60	\$77.00	\$79.30	\$81.60	\$84.10
Medical Officer Year 4	\$74.60	\$81.20	\$83.70	\$86.20	\$88.80
Medical Officer Year 5	\$78.40	\$85.50	\$88.10	\$90.70	\$93.50
Solely Administrative	\$78.40	\$85.50	\$88.10	\$90.70	\$93.50
Medical Officer Year 6 and thereafter	\$83.20	\$90.70	\$93.40	\$96.20	\$99.10
Senior Medical Officer Year 1	\$88.20	\$96.10	\$99.00	\$102.00	\$105.00
Senior Medical Officer Year 2	\$92.60	\$100.90	\$104.00	\$107.10	\$110.30
Senior Medical Officer Year 3 and thereafter	\$97.10	\$106.00	\$109.10	\$112.40	\$115.80
Registrar Year 1	\$67.50	\$73.60	\$75.80	\$78.10	\$80.50
Registrar Year 2	\$71.40	\$77.80	\$80.20	\$82.60	\$85.10
Registrar Year 3	\$74.10	\$80.80	\$83.20	\$85.70	\$88.30
Registrar Year 4	\$77.90	\$84.90	\$87.40	\$90.00	\$92.70
Registrar Year 5	\$88.70	\$96.50	\$99.40	\$102.40	\$105.50
Registrar Year 6 and thereafter	\$93.00	\$101.30	\$104.40	\$107.50	\$110.70

TABLE 2.3 – General Allowances

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Meal Allowance - work in excess of 11 hrs in 24 hrs (per incidence)	\$9.16	\$9.43	\$9.72	\$10.01	\$10.31
Meal allowance - work in excess of 16 hrs in 24 hrs (per incidence)	\$7.36	\$7.58	\$7.81	\$8.04	\$8.28
Meal Allowance - each subsequent six hour period worked (per incidence)	\$7.36	\$7.58	\$7.81	\$8.04	\$8.28
Location Allowance (per week)	\$41.84	\$43.10	\$44.39	\$45.72	\$47.09
Travelling Allowance - engine less than 3800cc (per km)	\$0.78	\$0.80	\$0.83	\$0.85	\$0.88
Travelling Allowance - engine 3800cc and over (per km)	\$0.95	\$0.98	\$1.01	\$1.04	\$1.07
Uniforms and Laundry Allowance (per week)	\$8.12	\$8.36	\$8.61	\$8.87	\$9.14

Part 3: Deductions for Board and Lodging

TABLE 3.1 – Deductions for Board and Lodging (Weekly Amounts)

Deductions for Board and Lodging	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
<u>Doctor living in while on Rotation - meals purchased by the Doctor</u>					
Self-contained, furnished accommodation	\$6.27	\$6.46	\$6.65	\$6.85	\$7.06
Other	\$6.27	\$6.46	\$6.65	\$6.85	\$7.06
Spousal quarters	\$6.27	\$6.46	\$6.65	\$6.85	\$7.06
<u>Doctor living in while on Rotation - meals provided by the Hospital</u>					
Self-contained, furnished accommodation	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00
Other	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00
Spousal quarters	\$31.10	\$32.03	\$32.99	\$33.98	\$35.00
<u>Doctor living in at the Hospital - meals purchased by the Doctor</u>					
Self-contained, furnished accommodation	\$75.95	\$78.23	\$80.58	\$82.99	\$85.48
Other	\$44.85	\$46.20	\$47.58	\$49.01	\$50.48
Spousal quarters	\$89.57	\$92.26	\$95.02	\$97.88	\$100.81
<u>Doctor living in at the Hospital - meals provided by the Hospital</u>					
Self-contained, furnished accommodation	\$94.64	\$97.48	\$100.40	\$103.42	\$106.52
Other	\$67.27	\$69.29	\$71.37	\$73.51	\$75.71
Spousal quarters	\$111.99	\$115.35	\$118.81	\$122.37	\$126.05

Part 4: Shift Penalty Payments

TABLE 4.1 – Shift Penalty (per shift)

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Hospital Medical Officer	\$31.86	\$34.73	\$35.77	\$36.84	\$37.95
Medical Officer	\$44.82	\$48.85	\$50.32	\$51.83	\$53.38
Senior Medical Officer	\$62.99	\$68.66	\$70.72	\$72.84	\$75.03
Registrar	\$48.25	\$52.59	\$54.17	\$55.80	\$57.47

TABLE 4.2 – Night Shift (per shift)

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Hospital Medical Officer Year 1 (Intern)	\$318.58	\$347.25	\$357.68	\$368.40	\$379.45
Hospital Medical Officer Year 2	\$338.80	\$369.30	\$380.38	\$391.78	\$403.53
Hospital Medical Officer Year 3	\$367.28	\$400.33	\$412.33	\$424.70	\$437.45
Medical Officer Year 1	\$448.23	\$488.58	\$503.23	\$518.33	\$533.88
Medical Officer Year 2	\$476.38	\$519.25	\$534.83	\$550.88	\$567.40
Medical Officer Year 3	\$504.33	\$549.73	\$566.23	\$583.20	\$600.70
Medical Officer Year 4	\$532.40	\$580.33	\$597.73	\$615.65	\$634.13
Medical Officer Year 5	\$560.43	\$610.88	\$629.20	\$648.08	\$667.53
Solely Administrative	\$560.43	\$610.88	\$629.20	\$648.08	\$667.53
Medical Officer Year 6 and thereafter	\$594.08	\$647.55	\$666.98	\$686.98	\$707.58
Senior Medical Officer Year 1	\$629.88	\$686.58	\$707.18	\$728.40	\$750.25
Senior Medical Officer Year 2	\$661.40	\$720.93	\$742.55	\$764.83	\$787.78
Senior Medical Officer Year 3 and thereafter	\$694.43	\$756.93	\$779.63	\$803.03	\$827.13
Registrar Year 1	\$482.53	\$525.95	\$541.73	\$557.98	\$574.73
Registrar Year 2	\$510.08	\$555.98	\$572.65	\$589.83	\$607.53

	Current	FPPCOA 1 Jan 2018	FPPCOA 1 Jan 2019	FPPCOA 1 Jan 2020	FPPCOA 1 Jan 2021
Registrar Year 3	\$529.50	\$577.15	\$594.48	\$612.30	\$630.68
Registrar Year 4	\$556.03	\$606.08	\$624.25	\$642.98	\$662.28
Registrar Year 5	\$632.50	\$689.43	\$710.10	\$731.40	\$753.35
Registrar Year 6 and thereafter	\$664.13	\$723.90	\$745.63	\$768.00	\$791.05

SCHEDULE C – TEMPLATE CERTIFICATE OF SERVICE

Certificate of Service	
(Name of Institution)	(Date)
This is to certify that _____ (Name of Doctor) was employed by this Institution/Society/Board (the Health Service) for the period: From _____ To _____ During the above period, the Doctor had unpaid leave or absences that impact on the accrual of Long Service Leave totalling _____ (years and days) During the above period, the Doctor utilised accrued Long Service Leave totalling _____ months The Health Service has recognised net additional service for Long Service Leave purposes with another Health Service or Health Services for the Doctor totalling _____ (years and days) which was paid out/not paid out (strike out whichever is not applicable) by the former Health Service(s). The Doctor had accrued personal leave totalling _____ hours as at the date of cessation of employment with the Health Service	
Position held:	Classification Held:
Signed:	(Stamp of Institution):

27 July 2018

Commissioner Gregory
Fair Work Commission
11 Exhibition Street
Melbourne, VIC, 3000

Dear Commissioner,

Undertakings - AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021 (AG2018/1172)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Schedule A and who are proposed to be covered by the *AMA Victoria - Victorian Public Health Sector - Doctors in Training Enterprise Agreement 2018-2021*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives these undertakings on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:

- (i) Regarding the definition of a shift worker for clauses 3 and 60.1:

A Doctor who is not entitled to a fifth week of annual leave by reason of:

1. *being required to make themselves available to participate in an on-call roster pursuant to clause 60.1; or*
2. *meeting the definition of shiftworker under the Agreement (because they are required to work in excess of their ordinary hours or works ordinary hours on 10 or more weekends),*

is entitled to a fifth week of annual leave if they are required to work shifts including weekends pursuant to clause 28.1 of the Award.

- (ii) With respect to Long Service Leave:

Where a Doctor is entitled to receive the benefit of an entitlement in Division 6 of the Long Service Leave Act 1992 (Vic) or its successor, the Agreement will not be applied in a manner which delivers a lesser entitlement over the same period of time.

- (iii) With respect to annualised salaries referred to at clause 42.2:

Any Doctor paid an annualised salary will be paid no less than if the Doctor received the applicable entitlements under the Agreement for the work performed by the Doctor. VHIA will remind members in each salary circular to ensure that, where annualized salaries are utilized, members ensure that the Doctor is receiving no less than they would under the Agreement.

A handwritten signature in black ink, appearing to read 'Stuart McCullough', with a stylized flourish at the end.

Stuart McCullough
Chief Executive Officer
27 July 2018