



EBA 2018 - Quick reference guide

DOCTORS IN TRAINING

GRANT FORSYTH



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1. Remuneration & Remuneration Increases

The agreed increases are:

- 1/1/2018: 9%
- 1/1/2019: 3%
- 1/1/2020: 3%
- 1/1/2021: 3%
- Increase in CME by \$1000, then indexing with 3% for three years.

Sign-on bonus to those either full or part-time employed in a hospital on 1 January 2018 of \$2000

2. Consultation:

This new clause makes the obligations to consult over workplace changes clearer and more transparent. It creates a step by step process that the health services must follow when introducing changes.

The clause provides both Employers and Employees with a structured process to follow with indicative timeframes.

There is also provision for consultation on roster changes, which is a requirement of the National Employment Standards (NES).

3. Redundancy:

For the first time for Doctors in Training will be entitled to redundancy payments under the collective agreement. There will also be a transparent process that hospitals will need to follow if they are making a role redundant.

The clause provides arrangements addressing:

- Redeployment – comparable role - including to another Employer and/or another clinical area,
- Support to affected employees,
- Salary maintenance for 52 weeks,
- Relocation – including defining reasonable relocation distances and expenses up to \$1900,
- Retraining,
- Termination payment of up to 13 weeks' pay.

4. Dispute Resolution:

A new dispute resolution clause has been introduced that simplifies the process and is much easier to follow. This new clause also gives AMA Victoria the right to pursue disputes in its own right against a Health Service, meaning that a doctor may not need to be involved in a case if they are concerned about the affect this may have on their careers.

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5. Discipline:

A common Discipline clause has been introduced that limits the time any warning can be kept on a doctor's file.

A common disciplinary procedure clause, has been inserted into this Agreement to replace the existing Performance Management Protocol clause.

The clause clarifies the existing disciplinary procedure and includes definitions for Performance, Misconduct and Serious Misconduct for clarification.

6. Flexible Work Arrangements:

This new clause has expanded the circumstances in which a doctor is entitled to request flexible working arrangements eg Part Time work. This now includes carer's responsibilities for dependents with disabilities, a medical condition, a mental illness, is frail or aged and to support a member of the doctors family who is experiencing violence.

The clause incorporates wording of s65 (1) of the Fair Work Act 2009 and the definition of a carer within the Carer Recognition Act 2010 and entitles Doctors with at least 12 months' continuous service to request flexible working arrangements in specified circumstances.

7. Individual Flexibility Arrangements:

The individual flexibility arrangement clause has been amended to ensure compliance with the National Employment Standards by enabling Employees to request flexible

arrangements in certain circumstances and for Employers to consider the request and respond in writing.

8. Casual Employment:

This clause has been included to make it clearer to casuals what they are entitled to under the agreement. This means that a casual employee will be able to refer to one clause in the agreement rather than read each clause making it quicker and easier to find their entitlements. The CME allowance clause has also been updated to allow casuals to be paid this on t pro rata basis.

The clause makes it clear that a casual doctor is entitled to unpaid carers, family violence, compassionate and parental leave. As well as penalty payments for shift work, overtime and working on Saturday and Sundays.

9. Casual Conversion:

For the first time casual doctors will have a process to be converted to a permanent employee as an entitlement in the Agreement. This is a significant win for doctors as competition for roles within Health Services increases. This clause will also help combat the casualisation of the workforce.

The clause addresses the conversion of an employee from casual to permanent where the person has worked shifts on a regular and systematic basis over a period of 26 weeks, unless these shifts are replacing an employee absence or flexible work arrangement.

Either the Doctor or the Health Service has the right to request and the request will not be unreasonably refused by either party.

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10. Period of Employment:

This is a significant improvement to the agreement and help address job insecurity created by doctors being employed on year to year contracts. This clause will allow doctors to return to their current employer after they have taken extended periods of Parental, Family Violence or Carers Leave. This is clause is the first of its kind in Australia and was introduced in part in response to AMA's claim to extend minimum term contracts to 2 years.

A new clause has been inserted which provides the capacity for a Doctor's contract of employment to be extended to accommodate absences exceeding a continuous period of three months.

11. Rotation between hospitals:

There has been a change of wording that clarifies and modernises the clause. It now requires a minimum gap of a calendar day between shifts when moving between hospitals on rotation. This should mean that a doctor will no longer end up being required to start at the new hospital within hours of finishing their shift at their current hospital.

A Doctor must be provided with a minimum of a whole calendar day (or 48 hours where their final shift was a night shift or on-call period) clear from duty (including on-call and overtime) between their final shift at Hospital 1 and their first shift at Hospital 2.

The clause also provides that the two hospitals are required to engage and cooperate to ensure the Doctor is not required to perform unsafe hours of work as a result of their rotation; whilst maintaining adequate on-call and skill mix coverage.

12. Transition to Retirement:

This is a new clause is important for career medical officers, for the first time it allows them to request reduced working hours while maintaining entitlements to Long Service Leave and Annual leave based on their previous hours.

It allows Doctors transitioning to retirement to reduce their ordinary hours of work, enter into a job share arrangement, work in a position at a lower classification or rate of pay, or another arrangement agreed.

13. Hours of Work:

There have been significant changes made to the hours of work clause that will help doctors maintain a better work life balance, reduce fatigue and ultimately improve patient outcomes including,

- ***restricting maximum hours for a registrars to 16,***
- ***48 hours break between night and day shifts,***
- ***restricting the maximum number of consecutive night shifts to 7,***
- ***Clarifying that unrostered overtime is to be paid on the hours worked in a week,***
- ***Clarification that a doctor must have at least 10 hours break between shifts***

The clause also includes obligations for the Health Service to create procedures that address any health and safety issues arising from situations where a doctor does not receive a sufficient break. These procedures must be provided to all doctors who are required to be on call.

Where issues arise the obligation is on the Health Service to arrange work hours in a way

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that does not cause an excessive or unsafe work pattern to exist.

14. Training Time:

This clause has been strengthened, making it clearer what constitutes a “roster” and how a doctor must be compensated if they are unable to access the 5 hours per week training time. Also there is now an ability for a doctor to agree to take their training time in different ways eg 10 hour blocks per fortnight if that works better for them.

While maintaining the quantum of Training Time and what constitutes Training Time under the existing Agreement, there is a new standalone Training Time clause. The clause requires a Health Service to discuss the forms of Training Time available to the Registrar at the Health Service and the most appropriate method of arranging and rostering Training Time at the commencement of the Registrars employment or rotation.

The clause also provides greater flexibility in the arrangement Training Time in a manner other than 5 hours a week (where there is a demonstrable benefit to the Registrar); the reallocation of Training Time where it could not be taken, as scheduled, for any reason and the method by which ordinary hours of work, Training Time and overtime interact where Training Time was unable to be taken and ordinary work was performed in lieu of all or a portion of the Registrars Training Time.

Additionally, the clause requires any change to rostered Training Time to be recorded in writing by the Health Service, with that written record being available for inspection.

Finally, the clause details that 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 or in another agreed document.

15. Overtime:

The clause has been improved so that Part Timers will be entitled to be paid at overtime rates above their contracted hours if they are requested to work additional hours by the Health Service. This is significant as it stops part time doctors being used to fill gaps in rosters at a cheaper rate to full time doctors.

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.

16. On Call:

This clause has been reworded to remove the ambiguity between telephone on call and normal on call. This will mean that a doctor who is expected to hold themselves available to take calls through the night will always be paid at the higher on call rate regardless of whether they actually take a call.

General on call means an on-call period where the Doctor is rostered to hold themselves available to provide clinical advice by telephone; and/or to be recalled to their usual place of work

Standby On-Call is defined as an on-call period where the Doctor is rostered to hold

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themselves available to be on-call solely for the purpose of returning to the Health Service in circumstances such as replacing unplanned absences or to address clinical need and does not provide any advice by telephone.

17. Workload Management:

This new clause will have a significant impact on the ability for doctors to have input into their workloads and staffing levels. This means that if necessary understaffing will be able to be escalated through the disputes procedure to the Fair Work Commission for independent arbitration.

A new workload management clause has been inserted to provide for the safe assignment of work, regular consultation about a Doctor's workload, the capacity for workload to be reviewed and the ability for disputes about whether a workload is safe to be dealt with via Clause 12 – Dispute Resolution.

18. Recovery of overpayments:

This clause sets out a process that facilitates the recovery of overpayments, including the requirement to write to a Doctor detailing the overpayment and meet with the Doctor.

The clause doesn't limit the rights or obligations of either party under the Financial Management Act 1994 which requires a Health Service to recover any over payment of wages.

19. Internal Training:

Doctors will now have to be provided paid time off to complete any compulsory training

the Health Service requires them to complete as part of their employment.

20. Examination Leave:

This clause has been changed to allow more doctors to access this leave by clarifying that the clause does not restrict access to doctors on registered training programs but also those who are doing pre vocational exams.

Without amending the existing quantum of Examination Leave available to a Doctor, this clause has been amended to allow a Doctor to access Examination Leave where it is necessary to obtain a relevant qualification as defined within the clause.

The clause also clarifies that the health service provides for at least three clear days' Examination Leave immediately prior to each examination.

21. Conference Leave:

A doctor will now be entitled to apply for conference leave after 31 March as long as they give 3 months' notice.

22. Higher Duties:

If a doctor is acting up in a higher classified role they will be entitled to all conditions afforded to that role. EG if a resident is acting as a registrar they will be entitled to training time.

This clause has been amended to clarify the applicable conditions and benefits applicable to a Doctor classified as a HMO, MO or SMO who is required to perform the full duties of a Registrar position.

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23. Location Allowance:

This clause has been updated to make it fairer and more relevant to a doctors living situation.

The limitation attached to the payment of location allowance where the rotation hospital is less than 50km from the Melbourne GPO has been removed. The location allowance is now payable where the Doctor was required to move residence.

24. Replacement of Doctors when on Leave:

Health services will now need to consult with doctors about the impact on workloads when considering granting leave where they are not going to replace the doctor on leave. The clause has also made it clear that a doctor who is on leave will not be required to be on call.

Existing provisions have been amended to clarify that a Health Service is required to replace a Doctor who is absent on leave where if not replacing the Doctor will result or will likely result in an unreasonable workload.

25. Annual Leave:

There have been significant improvements to this clause including making it clear that a doctor is entitled to request leave at a time of their choosing, setting out a clear process that needs to be followed in requesting leave as well as what happens if the request is declined.

The Agreement clarifies that when calculating the annual leave payable to a Doctor, 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.

The Agreement reiterates that Annual Leave may be taken for a period agreed between a Doctor and his or her Employer

The Agreement details the process by which a Doctor applies for Annual Leave, what obligations the Health Service has in responding and consulting on alternative leave dates. The clause further provides that a request for Annual Leave must not be unreasonably refused and that Annual Leave, once approved must not be unilaterally changed by the Employer.

The Agreement provides that a 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.

26. Personal Leave:

A doctors who takes personal leave will now have their accrual of personal leave before they took the leave recognised when they return to work within 2 years.

The Agreement clarifies that when calculating personal leave payable to a Doctor, the Doctor must 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/carer's leave.

The Agreement provides that a Doctor (other than an Accredited Trainee) will have the ability to transfer up to 168 days of the Doctor's accumulated personal leave where

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there is a break in service between two Health Services 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 (clause 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 the clause.

27. Fitness for Work:

This is a new clause that makes clear the Health Service's obligation to provide reasonable adjustments when a Doctor is returning to work from an injury. As well as a process for raising concerns about a doctors ability to fulfil the inherent requirements of the job. These changes are important as it lays out a process as to how these should be handled and means that hospitals will be required by the agreement to help a doctor who is sick or injured return to work.

The clause provides an open and transparent process in circumstances where the Employee's manager forms a reasonable belief that an Employee may be unfit to perform their duties.

In addition, it clarifies the requirement for the Employer to make reasonable adjustment where an employee has either a permanent or temporary disability.

28. Public Holidays:

Doctors will now be able to, by agreement, substitute a gazetted public holiday for another religious holiday. There is also clarification of the entitlement to be absent on a public holiday and a definition of what constitutes a reasonable request.

The clause clarifies the entitlement applicable to Doctors where public holidays occur on their rostered day off or other day off (one day's ordinary pay).

29. Compassionate Leave:

This clause has been amended to clarify what the term "permissible occasion" means and what circumstances entitles a Doctor to access Compassionate Leave.

30. Prenatal Leave:

This clause allows a Doctor to access his or her personal leave credit in order to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Doctor's ordinary rostered shift.

31. Parental Leave:

The parental leave has had substantial changes in order to modernise it, including removal of gender specific terms. The right to request additional unpaid leave up to 24 months without breaking continuity of service in terms of long service entitlements. That a doctor may have their contract extended as per clause 21 "Period of Employment".

The new clause retains and builds upon the existing parental leave entitlements including improving clauses relating to pregnancy and adoption.

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32. Family Violence Leave:

This is a brand new clause that gives access to an additional 20 days paid leave to doctors who are experiencing family violence. As well as access to personal leave to support a member of their family who is experiencing family violence.

Utilising the definition of family violence as prescribed in the *Family Violence Protection Act 2008 (Vic)*; the clause provides for the development of internal support arrangements for Doctors experiencing or supporting someone experiencing family violence.

33. Facilities when on Rotation:

Where possible all accommodation must now have internet provided, where this is not possible the Health Service will have to provide in writing why it is not available and what alternatives are in place.

This existing 'Facilities when on Rotation' clause has been amended to provide for the provision of a safe living environment which includes an obligation to perform safety assessments of residential living quarters.

34. Breastfeeding:

There is now a requirement under the agreement for the Health Service to provide a paid break to express milk or breastfeed a baby under one year old. There is also a requirement to provide a place, free of intrusion, for this to take place.

35. Union Matters:

This new clause gives doctors who are AMA/ASMOF office holder's access to reasonable paid time off to attend meetings. This clause also allows AMA/ASMOF to have noticeboards in all workplaces and access to rooms to hold meetings.

It clarifies and simplifies the rights of AMA/ASMOF; Delegates, HSR's and Doctors that hold elected AMA/ASMOF positions.

36. Service Delivery Partnership Plan:

The Health services and the AMA have agreed that there are a number of issues which need to be jointly worked on over the life of the agreement. These include introduction of 2 year contract, introducing guidelines for job sharing arrangements, establishing Fatigue Management Review and monitoring the implementation of the new training time clause.



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