



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Hospitals' Industrial Association**  
(AG2022/4441)

**MEDICAL SPECIALISTS (VICTORIAN PUBLIC HEALTH SECTOR)  
(AMA VICTORIA/ASMOF) (SINGLE INTEREST EMPLOYERS)  
ENTERPRISE AGREEMENT 2022 – 2026**

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 27 OCTOBER 2022

*Application for approval of the Medical Specialists (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2022 – 2026.*

[1] An application has been made for approval of an enterprise agreement known as the *Medical Specialists (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2022 – 2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Victorian Hospitals' Industrial Association. The Agreement is a single enterprise agreement.

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

[3] I note that clause 56.4(a)(i) may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[4] 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.

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 November 2022. The nominal expiry date of the Agreement is 28 February 2026.



DEPUTY PRESIDENT

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Medical Specialists  
(Victorian Public Health  
Sector) (AMA  
Victoria/ASM OF) (Single  
Interest Employers)  
Enterprise Agreement  
2022 – 2026

## **PART A – PRELIMINARY**

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### **1. Title**

This Agreement shall be known as the Medical Specialists (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2022 – 2026.

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### 3. Definitions

3.1 In this Agreement except where the context requires otherwise:

- (a) **2013 Specialists Agreement** means the AMA Victoria – Victorian Public Health Sector - Medical Specialists Enterprise Agreement 2013.
- (b) **2018 Specialists Agreement** means the AMA Victoria – Victorian Public Health Sector - Medical Specialists Enterprise Agreement 2018-2021.
- (c) **Act** unless otherwise specified means the Fair Work Act 2009 (Cth), as amended or replaced from time to time.
- (d) **Agreement** means the Medical Specialists (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2022 – 2026.
- (e) **Ambassador** means an appointed representative of the Association.
- (f) **Association** means the Australian Medical Association (Victoria) Limited (“**AMA**”) or the Australian Salaried Medical Officers Federation (Victoria Branch) (“**ASMOF**”).
- (g) **ATO** means the Australian Taxation Office.
- (h) **Clinical Academic** means a specialist registered by the Medical Board of Australia and who is employed in a Full Time capacity by a University in an academic role in the faculty of medicine (however described) and also employed by a Health Service.
- (i) **CME** means Continuing Medical Education.
- (j) **CME Support Entitlement** means the amount of funding support for CME that a Doctor is entitled to in a Financial Year, calculated in accordance with

subclause 41.1(a) (for a Full-time Doctor) or subclause 41.1(c) (for a Fractional Doctor).

- (k) **Doctor**—
- (i) means a medical practitioner employed by a Health Service as a Specialist or Executive Specialist as a Full-Time Doctor, Fractional Doctor or Internal Locum Doctor ; but
  - (ii) with respect to Dental Health Services Victoria, means only a Doctor employed as an Anaesthetist.
- (l) **Doctors in Training Agreement** means the *Doctors in Training (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2022 – 2026*.
- (m) **DH** means the Department of Health, or it's successor, however titled or styled.
- (n) **EO Act** means the *Equal Opportunity Act 2010* (Vic), as amended or replaced from time to time.
- (o) **Employee** has the same meaning as Doctor
- (p) **Employer** has the same meaning as Health Service
- (q) **Executive Specialist** means a Doctor who is expressly appointed by his or her Health Service as an Executive Specialist and:
- (i) is required in his or her employment to exercise professional leadership and/or management accountability which is clearly outside of the responsibility of other Specialists; and either
  - (ii) holds Specialist Registration with the Medical Practitioners Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Vic); or
  - (iii) possesses a higher qualification appropriate to the speciality in which they are employed or has sufficient experience in their speciality to satisfy the Health Service by which they are employed that the appointment is warranted.
  - (iv) Examples of such responsibilities of Executive Specialists could include:
    - A. responsibility over a range of programs;
    - B. direct supervision of a number of Specialists who are department/unit heads;
    - C. required to serve on the Executive Management Team of the Health Service; or
    - D. demonstrated leadership in the activities of a national and/or international learned College or Society within their discipline.
- (r) **Fractional Doctor** means a Doctor engaged on a fractional basis in accordance with subclause 16.2.
- (s) **Full-time Doctor** means a Doctor engaged on a Full-Time basis in accordance with subclause 16.1(a).

- (t) **FWC** means the Fair Work Commission.
- (u) **Health Service** means a public hospital or health service listed in Appendix 1.
- (v) **Health Services Act** means the *Health Services Act 1988* (Vic), as amended or replaced from time to time.
- (w) **Higher Qualification** means a qualification appropriate to the specialty in which a Doctor is employed conferred upon the Doctor by a University, Medical School or Learned College including:
  - (i) postgraduate degrees and diplomas of Universities;
  - (ii) membership or fellowship of a Specialist Medical College or Association of Specialists;
  - (iii) any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which the Doctor is employed;
  - (iv) where the minimum compulsory training period in that specialty required to qualify for the postgraduate qualification exceeds four years, years in excess of four will be counted as experience after obtaining higher qualification in the definition of Senior Specialist, Principal Specialist and Senior Principal Specialist.
- (x) **HSR** means a health and safety representative (including a deputy health and safety representative) elected under the OHS Act.
- (y) **Internal Locum** means a Doctor engaged on a casual basis in accordance with subclause 16.4.
- (z) **Institution** means any hospital, health service (whether or not listed in Appendix 1) or benevolent home, community health centre, Society or Association registered pursuant to the Health Services Act.
- (aa) **NES** means the National Employment Standards.
- (bb) **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), as amended or replaced from time to time.
- (cc) **Portable Technological Aids** means items which are easily portable and designed for use away from the Doctors' usual work site; can operate without an external power supply; and are designed as a complete unit. For the purposes of this Agreement, items of a capital nature, such as ultrasound imaging devices, are not Portable Technological Aids.
- (dd) **Private Practice Income** means income derived by a Doctor because of the exercise of private practice privileges, whether or not the income is collected directly by the Doctor or passes through the hands of the Health Service acting as agent for the Doctor, and includes a private practice fund, a special purpose fund, a Dillon Fund or other private practice arrangement.
- (ee) **Regulations** means the Fair Work Regulations, as varied from time to time, and any successor to those Regulations
- (ff) **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.



- (gg) **Specialist** means a Doctor who:
  - (i) holds Specialist Registration with the Medical Practitioners Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Vic); or
  - (ii) possesses a Higher Qualification appropriate to the speciality in which they are employed or has sufficient experience in their speciality to satisfy the Health Service that the appointment is warranted.
- (hh) **Specialist Medical College** means a medical college accredited by the Australian Medical Council.
- (ii) **Specialty** means a field of work requiring the application of special experience and qualifications in a particular branch of medicine.
- (jj) **Statutory Body** means the Department of Health (Victoria) and, formerly the Department of Health and Human Services (Victoria) and the Department of Human Services (Victoria).
- (kk) **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).
- (ll) Except where the context requires otherwise, a reference in this Agreement to "Hospital", "hospital" or "health care facility", "public health sector agency", "Health Service" or similar term is a reference to the hospital, health care facility, public health sector agency operated by a Health Service listed in Appendix 1 to this Agreement.
- (mm) 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.
- (nn) Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply.

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## 4. Coverage

- 4.1 Subject to subclause 4.2, this Agreement covers:
  - (a) the Health Services (referred to in Appendix 1) as employers;
  - (b) all Doctors (as defined in subclause 3.1(k)) as Doctors; 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**)).

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## 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 28 February 2026.

- 5.3 Negotiations for a replacement enterprise agreement should commence six months prior to the nominal expiry date, being 28 August 2025.
- 5.4 The Agreement will continue in force after the nominal expiry date until replaced by a further enterprise agreement.

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## 6. Application and Relationship to the NES

- 6.1 The Appendices 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.
- 6.2 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.

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## 7. Saving of Local Agreements

- 7.1 The making of this Agreement is predicated on the expectation and understanding that pre-existing terms and conditions of employment applying prior to the 2013 Specialists Agreement will not be set aside as a result of the implementation of this Agreement.
- 7.2 The parties acknowledge that the increases in remuneration provided in clause 13 of the 2013 Specialists Agreement and other benefits provided under that agreement were agreed on the basis that there would be no further claims prior to the nominal expiry date of the 2013 Specialists Agreement, collectively or individually, which would have the effect of increasing the net operating costs of any Health Service above the net costs directly attributable to the implementation of the terms of the 2013 Specialists Agreement. This commitment will continue for the life of this Agreement.
- 7.3 The following terms are intended to give effect to this commitment by the parties.
- 7.4 Except as provided in clause 31, this Agreement does not disturb the continued application of employment entitlements in operation immediately prior to the commencement of the 2013 Specialists Agreement (**Pre-existing Entitlements**), provided that the Pre-existing Entitlements do not:
- (a) contravene any law;
  - (b) have the effect, directly or indirectly, of increasing the operating net costs of any Health Service above the net costs directly attributable to the implementation of the terms of this Agreement;
  - (c) derogate from the requirements of this Agreement; or
  - (d) have the effect, directly or indirectly, of providing a monetary benefit to the Doctor inconsistent with (greater or less than) that provided under clause 31.
- 7.5 **Review of Pre-existing Entitlements**
- (a) In the course of bargaining for – and during the term of – the 2018 Agreement, the parties reviewed the certified agreements and enterprise agreements listed in Appendix 5 that pertained to Health Services covered by this Agreement and which were in operation immediately prior to the commencement of the 2013 Specialists Agreement (**Pre-2013 Collective Agreements**). That review identified a number of employment entitlements that have continued application by virtue of clause 6 of the 2013 Specialists Agreement, had continued application by virtue of clause 7 of the 2018 Agreement and will have continued application by virtue of this clause.
  - (b) The parties continue to acknowledge and agree that:

- (i) the purpose of the Review conducted in connection with the 2018 Agreement was to provide clarity in relation to Pre-existing Entitlements (that is, employment entitlements in operation immediately prior to the commencement of the 2013 Specialists Agreement) that stem from the Pre-2013 Collective Agreements and the relevant Heads of Agreement and that have continued application by virtue of this clause, in respect of each of the Health Services covered by one or more of the Pre-2013 Collective Agreements;
  - (ii) subject to the requirements of the Act, the intent was to develop Health Service specific Schedules which contain Pre-existing Entitlements and for those Schedules to be implemented by way of a variation to this Agreement;
  - (iii) there may have been variations to employment entitlements based on local negotiations which have had the effect of replacing or superseding terms and conditions contained in the Pre-2013 Collective Agreements and such outcomes were:
    - A. considered in the course of the Review; and
    - B. included in any applicable Health Service specific Schedule, where relevant and provided the overall conditions of the relevant group of Doctors reflected in the Agreement and the relevant Schedule are equal to or better off overall.
  - (iv) it was not intended that a Doctor would or will receive the benefit of two payments in satisfaction for the same work and where there were or are separate entitlements in the 2018 Agreement or this Agreement and any Health Service specific Schedule, only the most beneficial entitlement will apply;
  - (v) the Pre-2013 Collective Agreements are not incorporated into and do not form part of this Agreement; and
  - (vi) If a dispute arises during the course of the Review, the parties agree to seek the assistance of the FWC to facilitate and/or determine an outcome to the disputed matter.
- (c) Where the Review referred to at 7.5(a) or further review referred to at 7.6 is agreed to be concluded, the Pre-Existing Entitlements will be reduced to writing and exchanged between the Health Service, the Association and VHIA along with confirmation that the Review is complete.

**7.6** Except as provided in clause 31, this Agreement is not intended to prevent a Health Service from initiating a further review of Pre-existing Entitlements, on the basis that the outcome of such a review must:

- (a) prior to its implementation, be agreed between the Health Service and a majority of its relevant Doctors; and
- (b) not offend any of the requirements at clauses 7.4(a) to (d) above.

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## **8. No extra claims**

- (a) Subject to subclause 8(b), until the nominal expiry date of this Agreement, a Health Service, Doctor or Doctor organisation covered by this Agreement must not pursue any extra claims.
- (b) Subclause (a) does not limit:

- (i) the resolution of an issue, that is not also a collective issue affecting more than one Doctor, arising under an individual Doctor's contract of employment by the Health Service and the Doctor in a manner consistent with subclause 31.11(a); or
  - (ii) the Health Service's capacity to introduce change at the workplace, subject to meeting its requirements to consult; or
  - (iii) a Health Service and Doctor's ability to make an individual flexibility arrangement consistent with clause 15 below.
- (c) Issues arising under an individual Doctor's contract of employment must not be used to circumvent the operation of subclause (a).
- (d) 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 (a) 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.

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

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### 9. Consultation

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

#### 9.1 Consultation regarding Major Change

- (a) Where a Health Service proposes a Major 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) Consultation will, where reasonably practicable, include consultation with those who are absent on leave including on workers' compensation or parental leave.
- (c) The Health Service will take reasonable steps to ensure Doctors, HSRs (where relevant) and the Association can participate effectively in the Consultation process.

#### 9.2 Definitions

Under this clause 9:

- (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 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; and/or
  - (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.

### 9.3 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. The timeframes in this clause are indicative only.
- (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 9.4	
2.	Written response from Doctors and/or Association	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2 The 'first meeting' at step 3 does not limit the number of meetings for consultation
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

### 9.4 Change Impact Statement (step 1)

- (a) 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:
- (i) the details of the proposed change;
  - (ii) the reasons for the proposed change;
  - (iii) the possible effect of the proposed change on Doctors workload and other occupational health and safety impacts’;
  - (iv) 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 must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
  - (v) the expected benefit of the change;
  - (vi) measures the Health Service is considering that may mitigate or avert the effects of the proposed change;
  - (vii) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Doctors or managers where reporting lines change;
  - (viii) the right of an Affected Doctor to have a representative including the Association representative at any time during the change process; and
  - (ix) 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 (Vic)* or other legislation.
- (b) Any concerns by an Affected Doctor or their representative regarding whether the Change Impact Statement complies with subclause 9.4 will be raised as soon as practicable and before step 2.

#### **9.5 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.

#### **9.6 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; and
  - (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.

#### **9.7 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 Affected Doctors, Association and (where relevant) other representative/s.

#### **9.8 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.

#### **9.9 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 9.8, 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 Affected Doctors, the Association and their representatives, including any alternative proposal, have been taken into account.

#### **9.10 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).

#### **9.11 Consultation disputes**

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 11 of this Agreement.

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### **9A. Consultation about changes to rosters or hours of work**

*This clause 9A. applies where a change to regular rosters or ordinary hours of work (which may impact upon a Doctor, particularly in relation to their family and caring responsibilities) does not constitute 'Major Change in accordance with subclause 9.2(c).*

**9A.1** 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.

**9A.2** The Health Service must:

- (a) consider health and safety impacts including fatigue;
- (b) 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);
- (c) 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



- (d) 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.

**9A.3** The requirement to consult under this subclause 9A. does not apply to a Doctor where the change to a Doctor's regular roster or ordinary hours of work is as a consequence of a Doctor's:

- (a) irregular, sporadic or unpredictable working hours,
- (b) self-rostering or,
- (c) where permitted, a rotating roster.

**9A.4** The provisions of this clause 9A. 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.

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## **10. Redundancy and Associated Entitlements**

### **10.1 Arrangement**

This clause is arranged as follows:

- (a) Arrangement (subclause 10.1),
- (b) Definitions (subclause 10.2),
- (c) Redeployment (subclause 10.3),
- (d) Support to Affected Doctors (subclause 10.4),
- (e) Salary maintenance (subclause 10.5),
- (f) Relocation (subclause 10.6),
- (g) Employment terminates due to redundancy (subclause 10.7), and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 10.8).

### **10.2 Definitions**

- (a) **Affected Doctor** for this clause 10 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 10.3(g), the Affected Doctor could undertake; and

- (iii) is the same Classification / Pay Point 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 9 (Consultation) of this Agreement.
- (d) **Continuity of Service** at subclause 10.8 means that the service of the Doctor is treated as unbroken and that the cap on the transfer of personal leave at subclause 49.4 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) **Classification / Pay Point** for the purposes of this clause 10 means a weekly salary in Appendix 2 that is at least equal to or higher than the weekly salary in Appendix 2 for the Role of the Doctor held immediately prior to redundancy
- (f) **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.
- (g) **Redeployment period** means a period of 13 weeks from the time the Health Service notifies the Affected Doctor in writing that consultation under clause 9 is complete and that the redeployment period has begun.
- (h) **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.
- (i) **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.
- (j) **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.

### 10.3 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 10.3(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; and
- (iii) where the Health Service is creating a new role/s substantially similar to the Affected Doctor's redundant role; give priority to the redeployment of an Affected Doctor/s to the new position/s before considering applicants that are not Affected Doctors.

**Example:** The Health Service needs fewer Doctors to do particular work and roles are being restructured to take this into account. In a 'spill and fill', the Employer will consider the Affected Doctors for the new roles before other applicants.

(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 10.7.

(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.

#### **10.4 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 Doctors eligible to receive a separation package.

Other assistance may include but is not limited to career planning.

#### **10.5 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 Classification / Pay Point;
- (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.

**10.6 Relocation**

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

As soon as practicable but no less than seven (7) 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 Health Service will pay the Affected Doctor a relocation allowance up to \$1900.00 based on the written estimate of the Affected Doctor referred to at (c) where the Health Service accepts that estimate represents the additional cost to the Affected Doctor. The allowance shall be 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 11 (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 Doctors 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.

**10.7 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's policy, as amended or replaced from time to time, applies to Doctors but does not form part of this Agreement.

**10.8 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 10.5 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.

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**11. Dispute Resolution Procedure**

The purpose of this clause is to provide for the timely, constructive resolution of disputes, where possible, within the work place or, where necessary, at the Fair Work Commission.

**11.1 Resolution of disputes and grievances**

(a) For the purpose of this clause 11, a dispute includes a grievance.

(b) This dispute resolution procedure will apply to any dispute arising in relation to:

(i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months' parental leave);

(ii) the NES; or

- (iii) matters purported to be saved due to the operation of the Savings provision; or
  - (iv) the 2018 Specialists or Doctors in Training Agreement where a dispute was identified in writing to the Health Service prior to this Agreement coming into operation.
- (c) A **Party** for the purposes of this clause is the Doctor/s or the Employer that are the subject to the dispute.
- (d) A Party subject to the dispute may choose to be represented at any stage by a representative including the Association or employer organisation. A representative, including the Association or employer organisation on behalf of a Health Service, may initiate a dispute.

## **11.2 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 their 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 subclause 11.2(b).

## **11.3 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 (without loss of pay) 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 a Party to the dispute will be released by the Health Service from normal duties (without loss of pay) 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.

## **11.4 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 Doctor's line manager or other relevant supervisor; and
- (ii) if the dispute is still unresolved, by discussions between the Doctor/s and more senior managers.

Nothing in this subclause 11.4 prevents the Parties from conducting their discussions in writing, subject to subclause 11.4.

- (b) The discussions at subclause 11.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.
- (c) Where a Party believes the requirements of this subclause 11.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable.
- (d) If a dispute cannot be resolved at the workplace 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.

#### **11.5 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.

#### **11.6 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.

#### **11.7 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 11.7 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 11.7(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.

### 11.8 Conduct of matters before the FWC

- (a) 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.
- (b) For the avoidance of doubt, nothing in this clause 11 affects the operation of section 596 of the Act.

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## 12. Managing Conduct and Performance (Discipline)

### 12.1 Application

- (a) Except as provided at subclause 12.1(e), 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 the Association) with respect to all matters set out in this clause.
- (d) The Health Service will notify the Doctor in accordance with subclause 12.4(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 12.1(a).
- (e) **Exception – Doctors who have not completed a minimum period of employment with their Health Service**

Where a Doctor has not completed a period of employment with their Health Service of at least the minimum employment period defined at section 383 of the Act, and the Health Service is considering the termination of the Doctor's employment, the Health Service will

  - (i) provide the concerns in writing to the Doctor as soon as practicable following the Health Service becoming aware of the alleged concerns;
  - (ii) advise the Doctor of their right to have a representative, including an Association representative;
  - (iii) other than in the case of Serious Misconduct, provide the Doctor an opportunity to improve their Performance or Conduct;

- (iv) meet with the Doctor (and, where relevant, their representative); and
  - (v) consider any explanation by the Doctor including any matters raised in mitigation before making a decision to terminate the employment.
- (f) The terms of subclauses 12.3 to 12.5 inclusive do not apply to Doctors within the scope of the exception in this subclause 12.1(e).

## 12.2 Definitions

- (a) **Conduct** means the manner in which the Doctor's behaviour impacts on their work.
- (b) **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.
- (c) **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.
- (d) **Procedural Fairness** means that a person whose interests will be affected by a decision receives a fair and reasonable opportunity to be heard before the decision is made. Procedural fairness is concerned with the decision-making process followed or steps taken by a decision maker rather than the actual decision itself.
- (e) **Serious misconduct** is as defined under the Regulations and is both wilful and deliberate. Currently Regulation 1.07 defines serious misconduct to include:
  - (i) wilful or deliberate behaviour by a Doctor 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; or
  - D. sexual harassment.
- (iv) the Doctor being intoxicated at work;
- (v) the Doctor refusing to carry out a lawful and reasonable instruction that is consistent with the Doctor's contract of employment.

Subclauses 12.2(e)(i)-12.2(e)(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.

### **12.3 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 all material which forms the basis of the concerns before seeking a response;
  - (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 a representative of the Association;
  - (v) ensure that the reason for any interview is explained; and
  - (vi) take reasonable steps to investigate the Doctor's response.
- (c) Where the Health Service has complied with subclause 12.3(b)(i) – 12.3(b)(iv) and the Doctor does not dispute the concerns, the Doctor may opt to decline the opportunity to be interviewed.
- (d) Where the Doctor opts to decline the opportunity to be interviewed, the Doctor may still raise matters under subclause 12.4(c) including matters in mitigation if a disciplinary procedure (see subclause 12.4) is proposed.
- (e) Where the Doctor is being stood down by a Health Service during a process set out in this clause 12, the Doctor will receive ordinary pay for their rostered hours as if the Doctor was not stood down by the Health Service.

### **12.4 Procedure to address poor Performance or Misconduct**

- (a) The 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) provide the Doctor with a reasonable opportunity to respond to the outcome of the investigation process, including the basis of any conclusion, before considering whether to take disciplinary action at (c) below.
- (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 Doctor relating to Conduct including any matters raised in mitigation and any response to the outcome of the investigation process as described at (b) above.

## 12.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause 12 that disciplinary action is warranted, the Health Service may take any of the following steps depending on the seriousness of the Conduct or Performance and except for informal counselling, the steps shall be recorded on the Doctor's personnel file:
  - (i) where the Performance or Conduct issue does not constitute Serious Misconduct:
    - A. informally counsel the Doctor, which is to be confirmed in writing with the outcome not being recorded on the Doctor's personnel file; or
    - B. counsel the Doctor, which is to be confirmed in writing; or
    - C. give the Doctor a first written warning;
    - D. 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;
    - E. 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;
    - F. terminate the Doctor's employment on notice in the case of a Doctor who repeats a course of conduct for which a final warning was given in the preceding 18 months; or
  - (ii) where the Performance or Conduct issues constitute Serious Misconduct:
    - A. terminate the Doctor's employment without notice; or
    - B. alternatively, issue the Doctor with a final warning without following the steps in subclauses 12.5(a)(i) to 12.5(a)(i)D 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 counselling, a period of 6 months elapses without any further counselling or warning being required, all adverse reports relating to the disciplinary procedure under subclause 12.4 or to the counselling must be removed from the Doctor's personnel file. Nothing in this subclause prevents the Health Service from applying a lesser period to the removal of all adverse reports relating to the counselling.

- (d) If after any warning or counselling, a period of 12, or in the case of a final warning, 18 months, without the Doctor repeating a course of Conduct for which the preceding warning or counselling was given, the Health Service cannot rely on the preceding warning or counselling for the purpose of using a further warning. Nothing in this subclause prevents the Health Service from applying a lesser period to the removal of all adverse reports relating to the warning.

## **12.6 Disputes**

- (a) A dispute over this clause (including subclause 12.7) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

## **12.7 Performance Management**

*For further information on Performance Management, please see clause 12A of this Agreement.*

- (a) Nothing in this clause 12 will prevent the Health Service from undertaking performance management to support Doctors.
- (b) In this clause 12, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Health Service's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Doctor may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits within a reasonable time period.
- (c) In this clause 12, performance management does not include sanctions in addition to those set out at subclause 12.5 above.

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# **12A. Performance Management**

## **12A.1 Purpose**

- (a) Regular feedback and review that is proactive, informed and constructive is an important part of professional development for Doctors based on a shared commitment requiring good communication between the Doctor and the Supervisor / line manager.
- (b) The purpose of this clause is to ensure that where the Health Service or supervisor/line manager has concerns as to possible underperformance which need to be managed beyond any regular feedback or review process, they are addressed in manner that is structured, transparent and fair.
- (c) Whether through regular feedback and review or, in the case of possible underperformance, performance management; feedback should enable Doctors to optimise performance and communication and minimise unexpected feedback at the conclusion of a rotation through a reference
- (d) Doctors includes those that are not part of a formal training program.

## **12A.2 Application of this clause**

- (a) Where an Employer wishes to deal with performance issues of a Doctor, they will be dealt with in accordance with this clause 12A.
- (b) Where an Employer has concerns about a performance issue that may constitute misconduct, they will be dealt with in accordance with clause 12 (Discipline). Where this occurs, the performance management process in subclauses 12A.4(c), (d) and (e) will still apply where appropriate.

### **12A.3 Informal**

Where the Employer or the Employee has concerns about an Employee's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the Employee when these concerns first arise. The Employer will clearly outline the concerns. The Employee will be given a reasonable opportunity to address the performance concerns

### **12A.4 Formal**

- (a) Where the Employee's work performance is not at an acceptable standard following the process in subclause 12A.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- (b) The Employer will provide to the Employee in writing:
  - (i) details of the performance concerns including, where relevant, material that supports those concerns; and
  - (ii) notice of the Employee's right to be represented by a Union or other representative.
- (c) The Employer will:
  - (i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;
  - (ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iii) give genuine consideration to any response or matters raised by an Employee's response; and
  - (iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.
- (d) Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's performance, that a performance management plan is appropriate, the Employer will:
  - (i) provide the performance management plan to the Employee in writing following the consultation referred to at subclause 12A.4(c)(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and
  - (ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.
- (e) The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard, and will provide the Employee with all reasonable support, counselling and training.

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## **13. Prevention and Management of Workplace Bullying**

### **13.1 Purpose**

- (a) This clause concerns the prevention and management of Workplace bullying and requires employers to take actions consistent with their obligations under the OHS Act. Workplace bullying is an occupational health and safety risk.
- (b) Workplace bullying can happen in any workplace. Under certain conditions, anyone could be capable of bullying-type behaviour.
- (c) Workplace bullying can have an impact on an individual's health and affect their ability to do their job. It can also contribute to loss of productivity, staff turnover, absenteeism, low morale and financial costs.
- (d) It is in the interests of all parties including Employers, Employees who raise complaints, Employees about whom complaints are made and their representatives, that concerns about behaviour that may be workplace bullying are addressed quickly, fairly and sensitively and with the intention of ensuring a safe working environment for everyone.

## 13.2 Definitions

- (a) **Workplace Bullying** is repeated, unreasonable behaviour directed at an employee or group of employees that creates a risk to health and safety. Reasonable management action carried out in a reasonable manner is not bullying.

### **Examples**

Examples of **workplace bullying** include **repeated**:

- (i) Verbal abuse. For example, being sworn at, threatened, insulted, continual inappropriate and/or invalid criticism, name calling, practical jokes, unjustified threats of punishment, belittling and humiliation, gossip and malicious rumours, inappropriate language, yelling.
- (ii) Unreasonable demands, unnecessary pressure and impossible deadlines, which are targeted at an employee or group of employees
- (iii) Unfair allocation of tasks and/or working hours. For example, repeatedly requiring a particular person to stay back after hours or rostering them onto night duty
- (iv) Undermining a person's work performance, recognition or position, especially with their managers or co-workers
- (v) Hostile behaviour toward an employee or group of Employees. For example, excluding them from conversations or various activities

Examples of **reasonable management action** carried out in a reasonable manner include:

- (vi) Genuine and reasonable instructions;
  - (vii) Rostering and allocating working hours, where the requirements are reasonable; and
  - (viii) Constructively delivered feedback or counselling intended to help employees to improve their work performance or the standard of their behaviour.
- (b) **OHS Act** means the Occupational and Health Safety Act 2004.

### **13.3 Prevention - General**

- (a) Employers have a duty under the OHS Act to provide and maintain, so far as is reasonably practicable, a working environment that is safe and without risks to health.
- (b) Employer obligations include:
  - (i) providing and maintaining systems of work that are, so far as is reasonably practicable, safe and without risks to health;
  - (ii) consulting with Employees who are or who are likely to be directly affected by a health and safety matter.
- (c) Prevention is the key to providing a safe working environment.

### **13.4 Prevention - Policy**

- (a) Each Employer will have a workplace policy and procedure for workplace bullying.
- (b) A workplace policy should state:
  - (i) a commitment to providing Employees with a healthy and safe working environment;
  - (ii) the standard of behaviour expected of all Employees, including examples of what is and what is not workplace bullying;
  - (iii) how the policy applies in connection with work and work-related events and activities;
  - (iv) that the policy covers all communication, including text messages, email and social media;
  - (v) how and where employees can report allegations of workplace bullying;
  - (vi) that reports of workplace bullying are taken seriously and are responded to by the Employer impartially and confidentially;
  - (vii) what can happen if the policy is not followed;
  - (viii) how the Employer will respond to allegations of workplace bullying that have been reported;
  - (ix) how reports will be investigated;
  - (x) where to get more information.

### **13.5 Early Intervention**

- (a) It is recognised that early intervention is critical to ensuring both a safe workplace and fairness to all parties. The objective of early intervention is to:
  - (i) establish appropriate behaviour;
  - (ii) prevent inappropriate behaviour; and
  - (iii) resolve issues without a formal report or investigation.
- (b) Early intervention may include:



- (i) self-managing a situation; and
  - (ii) seeking assistance from someone else such as a manager, supervisor, medical workforce unit or human resources.
- (c) Training plays an important role in the early intervention of workplace bullying. Employers should ensure employees are trained to recognise bullying behaviour and to adjust their behaviour accordingly before it becomes an issue.

### **13.6 Managing Workplace Bullying – General Principles**

Where it is necessary to conduct an investigation regarding potential workplace bullying, the following principles will apply:

- (a) The Doctor who is the subject of the concern will be provided with natural justice including but not limited to:
  - (i) explaining the process and the specific allegations in writing;
  - (ii) advising the that they may be represented by the Association, or other advocate, at any time;
  - (iii) the purpose of any meetings is identified in advance; and
  - (iv) the Doctor is provided with an opportunity to respond via documentation, an interview or a combination of both.
- (b) The investigator and, in turn, the decision-maker will act in good faith and without bias which:
  - (i) means the person conducting the investigation has no preconceived opinions, vested interests or prior personal involvement in the matter; and
  - (ii) does not necessarily mean excluding a person from the same organisation as the employee, from conducting an investigation or making a decision.
- (c) The Employer shall provide an unredacted report to the Doctors and their representative/s, including the Association where relevant, upon request.

### **13.7 Where an external investigator is appointed**

Where the Employer decides to appoint an external investigator, the Employer shall either:

- (a) Select an investigator from the DH 'preferred provider' list; or
- (b) Appoint an investigator following timely consultation with the representative of the Employee parties, including the Association, where relevant. The Employer may appoint an investigator without consultation where no response is received from the Union within 5 days following the Association being notified.

Consultation in this subclause 13.7 has its ordinary meaning and does not refer to consultation as set out at clause 9 and shall be conducted efficiently having regard for the health and safety of the employees.

### **13.8 More information**

Further information about workplace bullying and principles to manage and resolve bullying matters can be found at:

- (a) [www.worksafe.vic.gov.au/bullying-workplace](http://www.worksafe.vic.gov.au/bullying-workplace)
- (b) Victorian Public Sector Standards Commissioner's Guide – Managing Poor Behaviour in the Workplace.

**13.9** Employers will review and use for guidance the Best Practice Guide developed jointly by the Association and VHIA and make it available at the workplace.

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## **14. Flexible Working Arrangements**

**14.1** The Act entitles Doctors with at least 12 months continuous service (as defined in the Act) to request flexible working arrangements in specified circumstances.

**14.2** 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.

**14.3** Changes in working arrangements may include, but are not limited to, hours of work, patterns of work and location of work (including in accordance with subclause 54.2(a)).

**14.4** The request must be in writing, set out details of the change sought and the reasons for the change.

**14.5** 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.

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

**14.7** 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.

**14.8** A Doctor or Health Service may choose to be represented at a meeting under subclause 14.7 by a representative including the Association or employer organisation.

**14.9** The dispute resolution procedure in this Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.

- 14.10** Other entitlements relevant to family violence can be found at clause 60 (Family Violence Leave).

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## **15. Individual Flexibility Arrangements**

- 15.1** A Doctor and the Health Service 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. An individual flexibility arrangement must:
- (a) be genuinely agreed to by the Doctor and Health Service; and
  - (b) not contravene any law.
- 15.2** An individual flexibility arrangement must be about arrangements for when hours are worked.
- 15.3** A Doctor may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 15.4** 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.
- 15.5** The Health Service must ensure that an individual flexibility arrangement is in writing and signed by the Doctor and 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.
- 15.6** The Health Service must give a copy of the individual flexibility arrangement to the Doctor within 14 days after it is agreed.
- 15.7** 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.
- 15.8** 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.
- 15.9** 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.

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## **15A. Climate Change Mitigation and Sustainability**

### **15A.1 Acknowledgment**

The parties acknowledge that:

- (a) the climate is changing and this affects the health and wellbeing of Victorians;
- (b) Health Services use significant amounts of energy and water and generate large volumes of waste;
- (c) the *Climate Change Act 2017* has a long-term emissions reduction target for Victoria of net zero greenhouse gas emissions by the year 2050 with a series of interim targets to achieve that goal; and
- (d) Doctors and Health Services have a role to play to support the achievement of that target, which includes through discussion, information sharing and cooperation.

### **15A.2 Continuous improvement**

- (a) Doctors and Employers support continuous improvement to improve environmental sustainability including:
  - (i) At an industry level through the Best Practice Employment Commitment term at clause 63;
  - (ii) At a local workplace level through:
    - A. the WIC (see subclause 62.10) where it is in operation; and/or
    - B. a local body established for the purpose of consulting over environmental sustainability and climate change (however described).
- (b) Doctors and Employers support the development of local processes to:
  - (i) integrate climate and environmental considerations into the evidence-based decision-making process;
  - (ii) engage with Doctors to consult over matters of environmental sustainability including possible mitigants such as:
    - A. recycling and waste reduction;
    - B. better use of technology;
    - C. healthy sustainable buildings, infrastructure and materials; and
    - D. the delivery of health services;
  - (iii) implement change at the workplace level to achieve environmental sustainability objectives including through local action plans as Health Services seek to move to 100% renewable energy by 2025.

**15A.3 Education**

- (a) It is acknowledged that education concerning to climate related health topics may be directly relevant to a Doctor's role within the meaning of clause 59 (Continuing Medical Education).
- (b) The Health Service will encourage and support the inclusion of climate-related health topics as part of education provided to Doctors.

**15A.4 Discussions with Association**

- (a) Upon request, a Health Service will meet the Ambassador or other representative of the Association to discuss the sustainability report of the Health Service.

## **PART C –TYPES OF EMPLOYMENT, END OF EMPLOYMENT AND RELATED MATTERS**

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### **16. Types of Employment**

Doctors will be employed in Full-time or Fractional Employment.

#### **16.1 Full-Time Employment**

- (a) A Full-time Doctor is one who is engaged to work 38 hours per week or an average of 38 hours as per subclause 28.1 (Hours of Work), plus reasonable additional hours.
- (b) Provided a Full-time Doctor is ready, willing and able to work full-time hours, the Doctor will be paid the weekly salary appropriate to the Doctor's classification.

#### **16.2 Fractional Employment**

A Fractional Doctor is one who is engaged by a Health Service to work 35 hours per week or less, for the treatment of Health Service patients and other agreed duties/commitments.

#### **16.3 Fixed term employment**

- (a) Full-time or Fractional employment may be for a fixed (maximum) term or ongoing.
- (b) For the purpose of this Agreement, fixed term employment includes a maximum term contract; that is, a contract for a fixed period that is terminable by notice within the contract period.
- (c) Fixed term employment will only be used to meet genuine fixed term needs.
  - (i) Genuine fixed term needs include, but are not limited to:
    - A. a replacement for a Doctor on a period of absence;
    - B. undertaking a specified task which is funded for a specified period;
    - C. for the first year of employment with the Health Service.
  - (ii) In addition to subclause 16.3(i) above, a Health Service may offer a Doctor a fixed term of employment where:
    - A. the Doctor's employment is dependent upon their holding of an appropriate immigration visa – in such case, the Health Service may offer the Doctor a period of employment commensurate with the term of the visa held; or
    - B. the Doctor holds limited registration to practise as a medical practitioner, or where conditions have been placed on the Doctor's registration – in such case, the Health Service may offer the Doctor a fixed term of employment consistent with the Doctor's type of, or conditions upon, registration.
- (d) Nothing in this clause disrupts existing fixed term or maximum term contracts that exist at the commencement date of this Agreement.

- (e) This clause should be read in conjunction with subclause 54.2(a).

#### **16.4 Internal Locum**

(a) **Purpose**

The purpose of the Internal Locums (however titled) is to support Health Services access a prepared supply of employed labour to meet fluctuations in supply (such as those arising from unplanned absence) or demand (such as a greater than anticipated number of patients) or for specialised needs, rather than the use of external contractors where possible.

(b) **Definition**

An Internal Locum:

- (i) is a Doctor who:
- A. is made an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work (e.g. relief work such as replacing a Doctor on an unplanned absence); and
  - B. accepts the offer of employment on that basis; and
  - C. is an Employee as a result of that acceptance;
- (ii) is not a Doctor who could reasonably be employed on a Full Time or Fractional basis under this Agreement.
- (c) Subject to the minimum engagement period (or payment in lieu of), an Internal Locum's engagement is terminable without prior notice by either party.
- (d) The minimum shift length for an Internal Locum is three and a half hours.
- (e) An Internal Locum will be paid the hourly rate for:
- (i) a Fractional Specialist 10.6 – 14 hours per week for the Doctor's classification plus 25% until FFPPOA 1 July 2022, then;
  - (ii) a Fractional Specialist 10.6 – 17.5 hours per week for the Doctor's classification plus 25% from FFPPOA 1 July 2022 onwards.
- Payments for shift work (clause 36), Saturdays and Sundays (clause 36) and penalty payments for Public Holidays worked (clause 56) also apply to Internal Locums.
- (f) Except where expressly excluded, an Internal Locum will be entitled to receive the allowances prescribed by Part F of this Agreement.
- (g) The following provisions do not apply to Internal Locums:
- (i) annual leave (clause 47);
  - (ii) paid personal leave (clause 49);
  - (iii) paid compassionate leave (clause 50);
  - (iv) paid family violence leave (clause 60);

- (v) absences on defence leave (clause 58A);
  - (vi) continuing medical education leave (clause 59);
  - (vii) clinical support time (clause 18)
  - (viii) notice period before termination (clause 23); and
  - (ix) special disaster leave (clause 58B).
- (h) An Internal Locum is entitled to the following:
- (i) Continuing Medical Education Support (clause 41);
  - (ii) unpaid personal leave for carer's responsibilities (note ss. 102 and 103 FWA)
  - (iii) unpaid family violence leave (note s.106A FWA);
  - (iv) unpaid compassionate leave (note ss. 104 and 105);
  - (v) unpaid pre-adoption leave;
  - (vi) parental leave (subject to the eligibility requirements of that clause (clause 54)); and
  - (vii) unpaid ceremonial leave.

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## **16A. Internal Locum conversion**

*For the purpose of this clause only, any reference to Doctor means a Doctor employed pursuant to subclause 16.4 as an Internal Locum]*

### **16A.1 Health Service offers**

- (a) Subject to subclause 16A.2 and by 27 September 2021 in accordance with the NES, a Health Service must make an offer to a Doctor under this section if:
- (i) the Doctor has worked shifts for the Health Service for a period of 12 months beginning the day the employment started; and
  - (ii) during at least the last 6 months of that period, the Doctor has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Doctor could continue to work as a Full-Time Doctor or a Fractional Doctor (as the case may be).
- (b) The Health Service's offer under subclause 16A.1 must:
- (i) be in writing; and
  - (ii) be an offer for the Doctor to convert:
    - A. for a Doctor that has worked the equivalent of full-time hours during the period referred to in subclause 16A.1(a)(ii) – to full-time employment; or
    - B. for a Doctor that has worked less than the equivalent of full-time hours during the period referred to in subclause 16A.1 – to fractional employment that is



consistent with the regular pattern of hours worked during that period;

- (iii) be given to the Doctor within 21 days after the end of the 12-month period referred to in subclause 16A.1(a)(i).

**16A.2 When Health Service offers not required**

- (a) A Health Service is not required to make an offer under subclause 16A.1(a) to a Doctor if:
  - (i) there are reasonable grounds not to make that offer; and
  - (ii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;
- (b) The Health Service must give written notice to a Doctor in accordance with subclause 16A.2 (d) if:
  - (i) the Health Service decides under subclause **16A.2** 16A.2 (a) not to make an offer to the Doctor; or
  - (ii) the Doctor has been employed by the Health Service for the 12-month period referred to in subclause 16A.1(a)(i) but does not meet the requirement referred to in paragraph 16A.1(a)(ii).
- (c) Without limiting subclause 16A.2 , reasonable grounds for deciding not to make an offer include the following:
  - (i) the Doctor's position will cease to exist in the period of 12 months after the time of deciding not to make the offer, such as where a Doctor works shifts replacing a Doctors absence;
  - (ii) the hours of work which the Doctor is required to perform will be significantly reduced in that period;
  - (iii) there will be a significant change in either or both of the following in that period:
    - A. the days on which the Doctor's hours of work are required to be performed;
    - B. the times at which the Doctor's hours of work are required to be performed;which cannot be accommodated within the days or times the Doctor is available to work during that period;
  - (iv) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (d) The notice must:
  - (i) advise the Doctor that the Health Service is not making an offer under subclause 16A.1; and
  - (ii) include the details of the reasons for not making the offer (including any grounds on which the Health Service has decided to not make the offer); and

- (iii) be given to the Doctor within 21 days after the end of the 12-month period referred to in subclause 16A.1(a)(i).

### **16A.3 Doctor response**

- (a) The Doctor must give the Health Service a written response to the offer made under 16A.1(a) within 21 days after the offer is given to the Doctor, stating whether the Doctor accepts or declines the offer.
- (b) If the Doctor fails to give the Health Service a written response in accordance with subclause 16A.3(a), the Doctor is taken to have declined the offer.

### **16A.4 Acceptances of offers**

- (a) If the Doctor accepts the offer, the Health Service must, within 21 days after the day the acceptance is given to the Health Service, give written notice to the Doctor of the following:
  - (i) whether the Doctor is converting to full-time employment or fractional employment;
  - (ii) the Doctor's hours of work after the conversion takes effect;
  - (iii) the day the Doctor's conversion to full-time or fractional employment takes effect
- (b) However, the Health Service must discuss with the Doctor the matters the Health Service intends to specify for the purposes of subclause 16A.4(a)(i)-(iii) before giving the notice.
- (c) The day specified for the purposes of subclause 16A.4(a)(iii) must be the first day of the Doctor's first full pay period that starts after the day the notice is given, unless the Doctor and the Health Service agree to another day.

### **16A.5 Doctor requests**

- (a) A Doctor may make a request of a Health Service under this clause if:
  - (i) the Doctor has been employed by the Health Service for a period of at least 6 months beginning the day the employment started;
  - (ii) the Doctor has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Doctor could continue to work as a Full-Time Doctor or Fractional Doctor (as the case may be); and
  - (iii) all of the following apply:
    - A. the Doctor has not, at any time during the period referred to in subclause 16A.5 (a)(ii), refused an offer made to the casual Doctor under subclause 16A.1;
    - B. the Health Service has not, at any time during that period, given the casual Doctor a notice in accordance with subclause 16A.2 (c)(i);
    - C. the Health Service has not, at any time during that period, given a response to the Doctor under subclause 16A.6 refusing a previous request made under this clause;

- D. the request is not made during the period of 21 days after the period referred to in subclause 16A.1(a)(i).
- (b) The request must:
- (i) be in writing;
  - (ii) be a request for the Doctor to convert:
    - A. for a Doctor that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 16A.5 (a)(ii) – to full-time employment; or
    - B. for a Doctor that has worked less than the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 16A.5 (a)(ii) – to fractional employment that is consistent with the regular pattern of hours or shifts worked during that period; and
  - (iii) be given to the Health Service.

#### **16A.6 Health Service must give a response**

The Health Service must give the Doctor a written response to the request made under subclause 16.5 within 21 days after the request is given to the Health Service, stating whether the Health Service grants or refuses the request.

#### **16A.7 Refusals of requests**

- (a) The Health Service must not refuse the request unless:
- (i) the Health Service has consulted the Doctor;
  - (ii) there are reasonable grounds to refuse the request; and
  - (iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- (b) Without limiting subclause 16A.7 (a), reasonable grounds for refusing a request include the following:
- (i) it would require a significant adjustment to the Doctor's hours of work in order for the Doctor to be employed as a Full-Time Doctor or Fractional Doctor;
  - (ii) the Doctor's position will cease to exist in the period of 12 months after giving the request;
  - (iii) the hours of work which the Doctor is required to perform will be significantly reduced in the period of 12 months after giving the request;
  - (iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:
    - A. the days on which the Doctor's hours of work are required to be performed;
    - B. the times at which the Doctor's hours of work are required to be performed;

which cannot be accommodated within the days or times the Doctor is available to work during that period;

- (v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory
- (c) If the Health Service refuses the request, the written response under subclause 16.6 must include details of the reasons for the refusal.

#### **16A.8 Grants of requests**

- (a) If the Health Service grants the request, the Health Service must, within 21 days after the day the request is given to the Health Service, give written notice to the Doctor of the following:
  - (i) whether the Doctor is converting to Full-Time employment or Fractional employment;
  - (ii) the Doctor's pattern of hours or shifts after the conversion takes effect;
  - (iii) the day the Doctor's conversion to full-time or fractional employment takes effect.
- (b) However, the Health Service must discuss with the Doctor the matters the Health Service intends to specify for the purposes of subclause 16A.8 (a)(i) - (iii) before giving the notice.
- (c) The day specified for the purposes of subclause 16A.8 (a)(iii) must be the first day of the Doctor's first full pay period that starts after the day the notice is given, unless the Doctor and Health Service agree to another day.
- (d) To avoid doubt, the notice may be included in the written response under subclause 16A.6 .

#### **16A.9 Effect of conversion**

- (a) A Doctor is taken, on and after the day specified in a notice for the purposes of subclauses 16A.4(a)(iii) and 16A.8 (a)(iii) to be a Full-Time Doctor or a Fractional Doctor of the Health Service.
- (b) Any loading afforded under subclause 16.4 will cease, and, subject to subclause 16A.6 , any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of subclauses 16A.4(a)(iii) and 16A.8 (a)(iii).

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## **17. Rights of Private Practice Administration**

**17.1** Where a Doctor engages the Health Service as agent to bill his or her private patients:

- (a) the Health Service must ensure:
  - (i) that no account is rendered which could place the Doctor in breach of the *Health Insurance Act 1973*;
  - (ii) that the Doctor is provided with monthly reports at the major account level which can be supplemented with information at transaction level if required by the Doctor;

- (iii) that the process of billing and records of incoming and outgoing funds are complete, transparent and available upon request to the Doctor;
  - (iv) that informed financial consent is taken; and
  - (v) that processes are consistent with the requirements of the National Healthcare Agreements (however titled) particularly in relation to private patient election.
- (b) The Doctor must ensure they provide the Health Service any relevant information required (i.e. Provider number) to facilitate the obligations of the Health Service set out in (a) above.

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## **18. Clinical Support Time**

*The actual quantum of Clinical Support Time allocated to an individual Doctor is to be agreed locally between the Doctor and the Health Service having regard to this clause.*

### **18.1 Allocation of Clinical Support Time**

- (a) Doctors will be entitled to devote 20% of their normal weekly hours to Clinical Support Duties. Agreement as to the actual proportion of such time allocation will be determined at the commencement of employment and/or as part of annual work plan/performance review processes. Such agreements shall be consistent with Specialist Medical College guidelines where applicable.
- (b) Unit Heads (and above with management roles) will be provided with a minimum 50% clinical support time allocation.
- (c) Subject to the locally agreed arrangement, a Doctor and Health Service can agree to a proportion of normal weekly hours for Clinical Support Duties less than 20% (or 50% for a Unit Head and above with management roles) of the Doctor's normal weekly hours.

### **18.2 Fractional Doctors working minimal hours**

- (a) In cases where the Health Service has deemed the Fractional Doctor to be working minimal hours, the Health Service is to use the Template Letter in Appendix A to:
  - (i) direct the Fractional Doctor in writing not to perform any Clinical Support Duties; and
  - (ii) such a proportion of time for non-clinical activity may not be allocated.
- (b) The Health Service is to consider the individual circumstances such as current duties and responsibilities when determining whether the Fractional Doctor is working minimal hours.
- (c) Despite the above, where the Fractional Doctor is required to perform ad-hoc non-clinical activities (e.g. yearly mandatory training) a quantum of paid Clinical Support Time for a fixed period may be agreed between the Doctor and the Chief Medical Officer (or delegate) following discussions with the Head of Unit to facilitate the performance and payment for these ad-hoc non-clinical activities.

### **18.3 Forms of 'Clinical Support Duties'**

- (a) Clinical Support Duties are duties which are agreed by the Employer to be performed by the Doctor and:
  - (i) involve non-direct patient care; and
  - (ii) are important to the performance of a Doctor in public health services to support specific aspects of its operation; and
  - (iii) support:
    - A. Operations of the unit and the Health Service
    - B. Quality improvement activities
    - C. Maintenance of a Doctor's skills and new skill development
    - D. Contribution to teaching and education of medical staff and other health professionals.
  
- (b) Indicative examples of Clinical Support Duties include:
  - (i) administration;
  - (ii) attendance at departmental or Health Service meetings (other than clinical meetings focused on patients) and meetings of the medical staff group when related to Health Service business;
  - (iii) CME/CPD/maintenance of professional standards;
  - (iv) quality assurance;
  - (v) research (other than clinical research);
  - (vi) audit and participation in Quality Assurance Activities as required by the Health Service;
  - (vii) post-graduate and undergraduate teaching activities;
  - (viii) reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings;
  - (ix) attendance at committees established under ACHS guidelines, and Inter-unit clinical meetings e.g. Grand Rounds.
  
- (c) A Health Service may give preference to Clinical Support Duties that are required to be performed by the Doctor to meet the organisation's needs.
  
- (d) The Health Service may require a Doctor to perform (or not perform) Clinical Support Duties, however, where a Doctor disputes the initial determination of the Health Service, a Doctor may utilise the Dispute Resolution Procedure at clause 11 of the Agreement.

#### **18.4 Pooling of Clinical Support Time**

Following consultation with the Health Service, Doctors within a unit (other than the Unit Head) can agree to pool up to half their individual clinical support time entitlement for use by other Doctors in the unit. Agreement is to be in writing and can be terminated on one month's notice by the Doctor or the Health Service.

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## **19. Physical working conditions**

- 19.1** It is agreed that the following infrastructure standards should be met at all Health Services:
- (a) access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;
  - (b) 24 hour access to library and all of its resources;
  - (c) reserved car parking paid for by the Health Service and available for a Doctor on on-call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Health Service main entrance;
  - (d) access to Internet and e-mail facilities for work purposes;
  - (e) office available for private discussion with patient's relatives;
  - (f) access to security escort at night.
- 19.2** Where the above is currently not the case, the parties will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

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## **20. Roster design – safe hours of work**

- 20.1** The provisions of this clause are to be read in conjunction with clause 21 (Workload Management).
- 20.2** The Health Service must not roster or arrange work hours in a way that causes an excessive or unsafe work pattern to exist.
- 20.3** The obligation to work safe hours applies to both the Health Service and Doctors.
- 20.4** While not binding on the Health Services, the *National Code of Practice – Hours of Work, Shiftwork and Rostering for Hospital Doctors* recommends minimum periods of rest between different forms of rostered work (e.g. 10 hours between successive ordinary rostered shifts), and is a suitable framework under which to consider safe working hours issues.

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## **21. Workload Management and review**

- 21.1** The provisions of this clause are to be read in conjunction with clause 20 (Roster Design – Safe Hours of Work).
- 21.2** 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 11 of this Agreement.
- 21.3** 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 11 of this Agreement.
- 21.4** **Safe Workload**
- 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.

## 21.5 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.

## 21.6 Consultation

The Health Service and Doctor shall consult regularly regarding the Doctor's workload.

## 21.7 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.
  - (v) **Clinical Support Time** including Clinical Support Duties as defined at subclause 18.2.
- (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.

## 21.8 Disputes

In the event of a dispute as to whether a workload is safe, clause 11 (Dispute Resolution) shall apply. Neither party will be prejudiced by any alteration to workload to ensure a safe workload before the dispute is resolved.

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## 22. Transition to Retirement

- 22.1 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.
- 22.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:



- (a) a flexible working arrangement (see clause 14 (Flexible Working Arrangements)),
- (b) in writing between the parties, or
- (c) any combination of the above.

**22.3** 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.

**22.4** 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.

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## **23. Termination of employment – notice of termination**

**23.1** Either the Health Service or a Doctor may terminate the employment by giving three months' written notice to the other party, or any other period as agreed between the Health Service and the Doctor, subject to the requirements of the NES.

**23.2** The Health Service may provide a payment in lieu of part or all of the notice period prescribed in subclause 23.1.

**23.3** Subject to financial obligations imposed on the Health Service by any Act, if a Doctor fails to give notice the Health Service shall have the right to withhold monies due to the Doctor with a maximum amount equal to the ordinary time rate of pay for the period of notice.

**23.4** In calculating any payment in lieu of notice, the wages to be used will be those the Doctor would have received in respect of the ordinary time worked during the period of notice had the Doctor's employment not been terminated.

**23.5** The period of notice in subclause 23.1 does not apply where the conduct of a Doctor justifies instant dismissal, or to those engaged for a fixed term (but not maximum term), specific period of time or for a specified task or tasks.

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## **24. Certificate of Service**

**24.1** The Health Service will record the following particulars in respect of each Doctor:

- (a) Date of commencement of employment;
- (b) Date of termination of employment;

- (c) Total period of service (years and months);
- (d) Long Service Leave taken during the period of service, or payments made in lieu thereof; and
- (e) Accumulated personal/carer's leave at termination.

**24.2** On request, a copy of the record will be furnished to the Doctor.

**24.3** A certificate in the form set out in Appendix 4 will be acceptable.

**24.4** A Doctor may request a document from their Employer which provides "Employment Information" that can be used for the sole purpose of enabling their classification to be recognised by another Employer.

## **PART D – HOURS OF WORK AND RELATED MATTERS**

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### **25. Continuous Duty (Full-Time Doctors)**

All full time Doctors will remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their normal hours. Payment for this availability is included in the rates of pay for Full-time Doctors in Part 1 of Appendix 2.

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### **26. On-Call (Full-Time Doctors)**

**26.1** All full time Doctors will hold themselves available to perform duty outside ordinary hours. Payment for this availability is included in the rates of pay for Full-time Doctors in Part 1 of Appendix 2.

**26.2** A Full-time Doctor required to be On-call will provide appropriate means of transport.

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### **27. Recall (Full-Time Doctors)**

**27.1** A Full-time Doctor who is recalled for duty away from the place at which the Doctor is available for contact will, in respect of each recall, be paid an amount equal to 1/38th of the weekly wage rate specified in Part 1 of Appendix 2, as payment for time spent in travelling, and will also be paid for the time spent at the place to which the Doctor is recalled at an hourly rate of time and a half on weekdays and double time on weekends or public holidays.

**27.2** A Full-time Doctor recalled who does not use personal transport will be provided at the expense of the Health Service with suitable return transport.

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### **28. Hours of work (Full-Time Doctors)**

**28.1** The ordinary hours of work for a Full-time Doctor will be an average of 38 hours per week and may be worked by agreement between the Health Service and the Full-time Doctor in one of the following ways:

- (a) over five days per week;
- (b) over four days per week;
- (c) over 19 days per four week period; or
- (d) over 40 hours in any period of seven consecutive days or 80 hours in any period of 14 consecutive days.

**28.2** A Health Service may require a Doctor to work reasonable additional hours. In determining whether additional hours are reasonable, the following must be taken into account:

- (a) any risk to Doctor health and safety from working the additional hours;
- (b) the Doctor's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Doctor is employed;
- (d) 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, working additional hours;
- (e) any notice given by the Health Service of any request or requirement to work the additional hours;

- (f) any notice given by the Doctor of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Doctor works;
- (h) the nature of the Doctor's role, and the Doctor's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms included in the Agreement;
- (j) any other relevant matter.

**28.3** Where a Doctor has sought an amendment to the agreed Hours of Work arrangements as prescribed in subclause 28.1 and has done so in writing, the Doctor must be provided with a response in writing.

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## **29. Hours of work (Fractional Doctors)**

**29.1** Subject to this clause, the ordinary hours of work for a Fractional Doctor will be in accordance with their fractional allocation of hours as agreed between the Health Service and the Doctor.

**29.2** The maximum number of ordinary hours of work for a Fractional Doctor is 35 hours per week.

**29.3** At the time of engagement, the Health Service and a Fractional Doctor will agree in writing on the following matters:

- (a) a regular pattern of work, specifying at least the hours worked each day; and
- (b) which days of the week the Fractional Doctor will work.

**29.4** Any agreed variation to the regular pattern of work will be recorded in writing.

**29.5** Work required by the Health Service to be performed by a Fractional Specialist in excess of their Fractional Allocation (as determined pursuant to clause 30) will be compensated by:

- (a) payment at no less than the applicable Fractional hourly rate prescribed for ordinary work at Appendix 2; or
- (b) in accordance with an agreed local arrangement.

This excludes work performed on a fee for service or scheduled fee basis (including, by way of example only, the Commonwealth Medical Benefits Schedule) (**CMBS**) or where the Fractional Doctor is compensated in a way other than salary.

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## **30. Fractional Allocation (Fractional Doctors)**

**30.1** The method of fractional allocation for Fractional Doctors will be in accordance with the following:

(a) **Direct Public Patient Care and Related Activities**

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

(b) **Management/Administrative Responsibilities**

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

(c) **Health Service Meetings**

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

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

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

(e) **Teaching and research as required by the Health Service and not directly funded by the University.**

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

**30.2**

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

## **PART E – WAGES AND RELATED MATTERS**

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### **31. Remuneration and remuneration increases**

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

- (a) 2.75% from the first pay period commencing on or after 1 March 2022;
- (b) 2.5% from the first pay period commencing on or after 1 September 2023;
- (c) 2.5% from the first pay period commencing on or after 1 March 2025.

**31.2** 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.

**31.3** Existing work-related allowances will increase in accordance with the salary increases in subclause 31.1 above.

**31.4** The weekly rates of pay and allowances for the life of this Agreement are set out in Appendix 2.

**31.5** The increases in subclause 31.1 will not apply to private practice bonuses except where these have been included in a rolled up or annualised salary arrangement.

#### **31.6 Patience in bargaining payment**

At the commencement of this Agreement, all Existing Doctors will receive a once off lump sum payment of 2.5% of their ordinary wages calculated between 1 January 2022 and 28 February 2022.

#### **31.7 Existing Doctors – pre-existing contracts**

- (a) Where an Existing Doctor has, under a written contract entered into prior to 1 March 2022 (**Contract**), an entitlement to receive as at 1 March 2022 a rate of pay which is in excess of the rates specified in Part 1 of Appendix 2 or an entitlement to receive as at 1 March 2022 a monetary payment which either exceeds the equivalent payment provided for in this Agreement or is a form of payment not provided for in this Agreement:
  - (i) the Health Service may pay, and the Doctor may accept, the amount specified in the Contract as at 1 March 2022; and
  - (ii) the Health Service must increase the actual contracted rate of pay in accordance with the percentage increases specified on the relevant dates as stated in subclauses 31.1; but
  - (iii) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the rates of pay or monetary payments as specified in the Contract as at 1 March 2022 which exceed the percentage increase in the rates of pay or monetary payments specified in this clause to apply at various times under this Agreement, and to the extent that the Contract otherwise provides, the Contract is unenforceable and of no effect.

#### **31.8 Existing Doctors – change of position**

- (a) Where an Existing Doctor is promoted or transferred by their Health Service to a different position with different or higher responsibilities, which position either existed at the commencement of this Agreement or has been created

in accordance with the Health Service's normal arrangements for the structuring and remuneration of positions (**New Position**), and the terms and conditions of the New Position are in accordance with the Health Service's normal arrangements for the structuring and remuneration of positions, the Health Service may offer the New Position to the Doctor on those terms and conditions provided that:

- (i) the Health Service must pay to the Doctor no less than the rates of pay specified in Part 1 of Appendix 2 and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and
- (ii) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the Doctor commenced in the New Position which exceed the percentage increase in the rates of pay and monetary payments specified in this clause and Part 1 of Appendix 2 to apply under this Agreement.

### **31.9 New Doctors, and Existing Doctors who change Health Services**

- (a) Where a Health Service employs a New Doctor, or an Existing Doctor changes Health Service while this Agreement is in operation, the new Health Service may offer employment to that New Doctor or Existing Doctor on such terms and conditions as may be agreed between them provided that:
  - (i) the Health Service must pay to the Doctor no less than the rates of pay specified in Part 1 of Appendix 2 and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and
  - (ii) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the Existing Doctor commenced employment with the new Health Service which exceed the percentage increase in the rates of pay and monetary payments specified in this clause and Appendix 2 to apply under this Agreement.

### **31.10 Restructures within Health Services**

- (a) Where a Health Service initiates major changes to its organisation or service delivery, which have a significant impact on the responsibilities or work patterns of Doctors which genuinely result in:
  - (i) the creation of new roles (within the scope of this Agreement); or
  - (ii) substantive changes to existing roles, with a significant net addition to work requirements for those roles,

the Health Service may collectively negotiate with the affected Doctors revised terms and conditions of employment provided that:

- (iii) the Health Service must pay to each Doctor no less than the rates of pay specified in Appendix 2 and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and
- (iv) the Health Service must not pay, and a Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the collectively agreed arrangements commence which exceed the percentage increases

in the rates of pay specified in this clause and Appendix 2 to apply under this Agreement.

### 31.11 General Rule

- (a) Except as provided in subclauses 31.7, 31.8, 31.9 and 31.10, it is a requirement of this Agreement that while this Agreement is in operation:
  - (i) the Health Services must pay to all Doctors the rates of pay specified in Part 1 of Appendix 2 and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies;
  - (ii) the Health Services must not pay, and a Doctor must not seek or accept, any payment for the performance of work to which this Agreement applies in excess of, or less than, the rates of pay specified in Part 1 of Appendix 2, unless such payment is otherwise required to be paid by a term of this Agreement or by the Act;
  - (iii) a Health Service must not pay to a Doctor, and a Doctor must not seek or accept, any monetary payment in consideration for the performance of work to which this Agreement applies, other than the monetary payments required to be paid under this Agreement or under the Act; and
  - (iv) a Doctor must not make any further claims for increases in rates of pay or any other form of monetary payment (whether payable by way of contract or otherwise) while this Agreement is in operation.

### 31.12 For the purpose of this clause:

- (a) an '**Existing Doctor**' is a Doctor who is employed by a Health Service as at the date this Agreement commences to operate;
- (b) a '**New Doctor**' is a person who is not employed by a Health Service as at the date this Agreement commences to operate, who first becomes employed as a Doctor while this Agreement is in operation;
- (c) '**monetary payments**' includes but is not limited to salary, superannuation contributions, allowances, other forms of remuneration, other elements of the Doctor's terms and conditions package, and any (or any other) non-salary employment benefits which are convertible into remuneration.

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## 31A. Doctor Records

### 31A.1 Doctor Records

- (a) The Act and Regulations set out an Employer's obligations with respect to record keeping including but not limited to:
  - (i) a requirement to keep a record that sets out any leave the Doctor takes and the balance (if any) of the Doctor's entitlement to that leave from time to time;
  - (ii) the inspection and copying of a Doctor record by the Doctor or former Doctor to whom the record relates; and
  - (iii) the requirement to keep accurate Doctor records.
- (b) Where an Employer records time and attendance on a Doctor's electronic timecard in excess of the record keeping requirements of the Act and



Regulations, a Doctor (or their representative) may request in writing that the Employer make copies of the electronic timecards available within 14 days.

- (c) An Employer is not in breach of this clause, the Act or the Regulations if records prescribed at (a) have not been retained and are unable to be produced.

### **31A.2 Payslips**

- (a) The Act and Regulations set out an Employer's obligations with respect to pay slips, including but not limited to a requirement to specify:
  - (i) the period to which the pay slip relates;
  - (ii) the amount of wages to which the Doctor is entitled;
  - (iii) if an amount was deducted from the gross amount of the payment, the name or the name and number of the fund or account into which the deduction was paid; and
  - (iv) the net amount for each payment.

- (b) To the extent reasonably practicable, payslips will record a Doctor's accrued annual leave and personal leave.

- (c) Where an adjustment is made to the Doctor's pay to reflect an error arising from another pay period (such as overpayment or an entitlement to an additional payment) the Doctor will be advised in writing.

*Note: in the event of a proposed deduction for an overpayment, please see clause 35 Recovery of Overpayments.*

- (d) Payslips are important to ensuring that Doctors can be satisfied they are being paid correctly. Where a Doctor has a query about the content of their payslip, the Doctor may:
  - (i) raise that query with the Medical Workforce Unit or Payroll Department (where applicable); and
  - (ii) request that the Association, including the Ambassador, raise any query with the Medical Workforce Unit or Payroll Department (where applicable) on their behalf.

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## **31B. Daylight Saving**

- 31B.1** If a Doctor works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Doctor will be paid for the actual hours worked at the ordinary time rate of pay.

*Example:*

A Doctor is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Doctor therefore works nine hours. The Doctor is paid nine hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

*Example:*

A Doctor is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Doctor therefore works 11 hours. The Doctor is paid 11 hours at their ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is paid for the additional hour worked.

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## 32. Superannuation

*The subject of superannuation contributions is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.*

### 32.1 Definitions

In this clause:

- (a) **default fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act; and
- (b) **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

### 32.2 Existing Doctors

Doctors will have the choice to nominate that the Employer contributions and their own contributions are made to the Doctor's preferred superannuation fund (as defined above).

### 32.3 New Doctors

The Employer will offer to make superannuation contributions on behalf of a Doctor to:

- (a) the Doctor's preferred superannuation fund; or
- (b) Aware Super superannuation funds (or successor).

### 32.4 Where new Doctors do not nominate fund

If the Doctor does not nominate a fund, the Employer will pay the Doctor's superannuation contributions to the default fund.

### 32.5 Calculation of superannuation contributions

Superannuation contributions paid by the Employer will be calculated and paid on:

- (a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Doctor's pre-salary packaging earnings;

- (b) any additional amounts consistent with the trust deed of the superannuation fund; and
- (c) any payment for a period of paid parental leave under subclause 54.5.

### **32.6 Superannuation during parental leave – from 11 April 2022**

From 11 April 2022, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

- (e) The Doctor's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Doctors's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (Weekly Parental Leave Super Contribution) any additional amounts consistent with the trust deed of the superannuation fund; and
- (f) The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:
  - (i) The Doctor will receive a pro-rata payment for a period less than one (1) week; and
  - (ii) where, during the period of parental leave (either paid or unpaid), the Doctor's rate of pay increases under subclause 31.1, the Doctor's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

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## **33. Salary Packaging**

- 33.1** By agreement with the Doctor, the rate of pay specified at Appendix 2 may be salary packaged in accordance with the Health Service's salary packaging program.
- 33.2** 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.
- 33.3** 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.

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## **34. Accident Pay**

### **34.1 Definitions**

- (a) **Accident Pay – total incapacity**

Accident pay in respect of a Doctor deemed to be totally incapacitated under the WIRC Act means a weekly payment of an amount representing the difference between:

- (i) the total amount of compensation paid under WIRC Act for the week in question; and
- (ii) the amounts payable to the Doctor for ordinary hours for the week at the rates payable in accordance with Appendix 2 of this Agreement.

- (b) **Accident Pay – partial incapacity**
- (i) Accident pay in respect of a Doctor deemed to be partially incapacitated under the WIRC Act means a weekly payment of an amount representing the difference between:
- A. the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the Doctor is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the WorkCover Authority or as agreed between the parties); and
  - B. the amounts payable to the Doctor for ordinary hours for the week at the rates payable in accordance with Appendix 2 of this Agreement.
- (ii) The rate will be the same as that applying for a total incapacity. However, where the Doctor receives a weekly payment under this clause and the payment is subsequently reduced pursuant to the WIRC Act, the reduction will not increase the liability of the Health Service to increase the amount of accident pay in respect of that injury.
- (iii) Where a Doctor receives accident pay and the pay is payable for incapacity for part of a week, the amount will be a direct proportion.

(c) **Injury**

Injury has the same meaning and application as applying under the WIRC Act. No injury will result in the application of accident pay unless an entitlement exists under the WIRC Act.

**34.2 Entitlement to Accident Pay**

- (a) A Health Service will pay a Doctor accident pay where the Doctor receives payment in respect of a weekly incapacity (within the meaning of the WIRC Act) in respect of which the Health Service is liable to pay compensation under the WIRC Act. The Health Service's liability to pay accident pay may be discharged by another person on the Health Service's behalf.
- (b) Accident pay does not apply:
- (i) for the first five normal working days of incapacity, except where a Doctor contracts an infectious disease in the course of duty and is entitled to receive workers compensation (in which case the Doctor will receive accident pay from the first day of incapacity);
  - (ii) to any incapacity occurring during the first two weeks of employment, unless incapacity continues beyond this time. Subject to subclauses 34.2(b)(i) and 34.4 accident pay will only apply to the period of incapacity after the first two weeks of employment;
  - (iii) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the WIRC Act) unless the Doctor has been employed with the Health Service at the time of the incapacity for a minimum period of one month.

- (c) A Doctor on engagement may be required to declare all workers compensation claims made in the previous five years. In the event of false or inaccurate information being knowingly declared by the Doctor the Health Service is entitled to require the Doctor to forfeit his or her entitlement to accident pay under this clause.

### **34.3 Cessation of Accident Pay**

- (a) A Doctor's entitlement to accident pay ceases:
  - (i) when the incapacity ceases;
  - (ii) on the death of the Doctor;
  - (iii) when the Doctor has received a total of 39 weeks' accident pay for any one injury;
  - (iv) when there is a cessation or redemption of weekly compensation payments under the WIRC Act, in which case accident pay will cease from the date of such cessation or redemption; or
  - (v) where a Doctor refuses or fails to commence work after a medical referee, in accordance with the WIRC Act, has given a certificate specifying work for which the Doctor is fit and the Health Service makes this work available to the Doctor, in which case accident pay will cease from the date of the refusal or failure to commence work.

### **34.4 Termination of employment**

- (a) Subject to subclauses 34.3, 34.4(c) and 34.4(d) of this Agreement, a Doctor's entitlement to accident pay will continue on termination of employment by his or her Health Service, if the Doctor was incapacitated and receiving accident pay at the date of termination.
- (b) A Doctor with partial incapacity will continue to receive accident pay from their Health Service on termination of his or her employment if:
  - (i) the Health Service cannot provide suitable employment for the Doctor to perform; and
  - (ii) alternative employment is available with another Health Service.
- (c) To qualify for the continuance of accident pay on termination of employment, a Doctor will provide evidence to his or her Health Service of the continuing payment of weekly workers compensation payments.
- (d) A Doctor's entitlement to accident pay on termination of his or her employment will cease if the termination is due to serious and/or wilful misconduct on the part of the Doctor.

### **34.5 Absences on other paid leave**

A Doctor is not entitled to payment for accident pay in respect of any period of other paid leave of absence.

### **34.6 Notice of injury**

A Doctor, on receiving an injury for which the Doctor claims to be entitled to receive accident pay, will give notice in writing of the injury to the Health Service as soon as reasonably practicable after the occurrence of the injury. Notice may be given by a representative of the Doctor.

### **34.7 Medical examination**

To receive an entitlement to accident pay, a Doctor will conform to the requirements of the WIRC Act as to medical examinations.

### **34.8 Civil damages claims**

- (a) A Doctor receiving or who has received accident pay will advise his or her Health Service of any action the Doctor may institute or any claim the Doctor may make for damages. The Doctor, if requested, will 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 accident pay, the Health Service's liability to pay accident pay will cease from the date of judgment or settlement. However, if the judgment or settlement for damages is not reduced, either in whole or in part, by the amount of accident pay made by the Health Service, the Doctor will pay to the Health Service any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.
- (c) Where a Doctor obtains a judgment or settlement for damages against a person other than the Health Service in respect of an injury for which the Doctor has received accident pay, the Health Service's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Health Service, the Doctor will pay to the Health Service any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

### **34.9 Variation in compensation rates**

Any changes in compensation rates under the WIRC Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

### **34.10 Insurance against liability**

Nothing in this Agreement requires a Health Service to insure against liability for accident pay.

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## **35. Recovery of Overpayments**

### **35.1 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, and

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

### **35.2 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*.

### **35.3 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.

### **35.4 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 clause 11 (Dispute Resolution) of this Agreement.

### **35.5 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.

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## **36. Shift Penalty Payments**

**36.1** For ordinary hours worked between the following times, payment will be made at the rates set out at Part 1 of Appendix 2 of the Agreement, plus the appropriate shift penalty payment set out in Part 3 of Appendix 2 which have been calculated based on the following:

<b>Shift</b>	<b>Percentage of applicable rate in Part 1 of Appendix 2</b>
Monday to Friday, between 6.00pm and midnight	25%
Monday to Friday, between midnight and 7:00am the following day	75%
From 1 March 2023 onwards: Friday, between 6.00pm and midnight	50%

<b>Shift</b>	<b>Percentage of applicable rate in Part 1 of Appendix 2</b>
Saturday, between 7.00am and midnight	50%
Saturday, between midnight and 7:00am (Sunday)	75%
Sunday, between 7.00am and midnight	75%
Sunday, between midnight and 7:00am (Monday)	100%

**36.2 Friday Evening Shifts (from 1 March 2023 onwards)**

- (a) From 1 March 2023 onwards, hours worked on Friday between 6:00pm and midnight will attract a shift penalty payment of 50% of the applicable rate in Part 1 of Appendix 2.

**36.3** The shift penalty payments under subclause 36.1 and Part 3 of Appendix 2 are paid in addition to the minimum rates set out at Part 1 of Appendix 2 of the Agreement only. Subject to clause 31, where a Doctor's actual contracted rate of pay is more than the relevant rate set out at Part 1 of Appendix 2 of the Agreement, the Doctor will be entitled under this Agreement to receive the contracted rate of pay, or the sum calculated in accordance with subclause 36.1, whichever is the higher.

**36.4** The payments required by subclause 36.1 may be averaged over a period of up to 12 months as part of an annualised salary.

**36.5** This clause does not operate so as to provide an additional financial benefit to a Doctor where a Health Service has previously agreed to provide the Doctor with a non-monetary benefit expressly in compensation for shift work and the Doctor is not worse off over all.



## **PART F – ALLOWANCES AND RELATED MATTERS**

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### **37. Telephone allowance**

Where a Health Service requires a Doctor to be on-call it will pay to maintain a telephone and the Health Service will reimburse the subsequent rental charges on production of receipted accounts. Where the Health Service provides a mobile telephone or a message pager the benefits of this clause will not apply.

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### **38. Uniforms**

**38.1** Each Doctor will be reimbursed for the cost of uniform clothing where:

- (a) the Doctor's duties necessitate the wearing of uniform clothing; or
- (b) it is the usual custom in the industry for a Doctor to wear uniform clothing.

**38.2** Reimbursement under this clause need not be made if the Health Service provides the relevant uniform clothing, which remains the property of the Health Service and must be returned at the completion of the Doctor's period of service at that Health Service. For the purposes of this clause, the Health Service may deem white coats to constitute a uniform.

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### **39. Laundry allowance**

**39.1** Each Doctor will be reimbursed for the cost of laundering uniform clothing.

**39.2** Reimbursement under this clause need not be made if the Health Service launders the relevant uniform clothing.

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### **40. Travelling allowance**

**40.1** A Doctor who is required to use personal transport in the course of duties or is recalled to work outside ordinary rostered hours and who uses personal transport from home to the place of work and return, will receive an allowance at the rates specified in Table 2.2 of Appendix 2.

**40.2** The onus of supporting the claim will lie with the Doctor.

**40.3** A Doctor recalled who does not use personal transport will be provided at the expense of the Health Service with suitable return transport.

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### **41. Continuing Medical Education Support**

#### **41.1 Funded Support entitlement**

- (a) The entitlement for Full-time Doctors is for reimbursement of approved costs (inclusive of the support at subclause 41.1(b) and subject to subclause 41.1(g) below) up to a value of the amounts set out in Table 2.1 of Appendix 2.
- (b) Where support was provided to Doctors prior to 1 July 2006 (including from Private Practice Funds, Special Purpose Funds or similar funds), those arrangements will be unchanged by this clause. This includes support that in the absence of this clause would have normally been available to new Doctors of a Health Service.
- (c) The entitlement to funding support for Fractional Doctors is pro rata based on the Doctor's base fractional appointment (for each 0.1 fraction / 3.5 hours).

- (d) The entitlement to funding support for Internal Locum Doctors is pro rata of full-time, based on the Doctor's average weekly hours of work, calculated over a financial year quarter, and notified to the Doctor in writing.
- (e) Where a Doctor holds more than one Fractional or Internal Locum appointment with a Health Service listed in Schedules 1 – 5 of the Health Services Act, the total benefit available to the Doctor each year will not exceed the full-time rates contained in subclause 41.1(a) and Table 2.1 of Appendix 2.
- (f) Subject to subclauses 41.2 and 41.3 below, funds will be paid to the Doctor as a reimbursement of costs reasonably incurred for CME activities or purposes directly relevant to the Doctor's employment with the Health Service.
- (g) The funding provided for in this clause is a "benchmark" entitlement. A Chief Medical Officer/delegate may approve higher levels of support dependent on the monies available in the appropriate fund.

#### **41.2 Reimbursable Expenses**

- (a) Pursuant to subclause 41.4, a Doctor is entitled to seek reimbursement for CME related costs reasonably incurred such as:
  - (i) registration fees, reasonable travel, accommodation and per diem expenses; and/or
  - (ii) reasonable expenses linked to approved Sabbatical Leave (in accordance with clause 57 of this Agreement); and/or
  - (iii) registration costs of relevant Specialist Medical College or Association (however titled or styled) in the medical field in which the Doctor is credentialed and practising; and/or
  - (iv) costs related to short courses, workshops or post-graduate courses recognised by the Speciality College for purposes of accruing CME/CPD/MOPS points; and/or
  - (v) other costs such as books, CDs, Portable Technological Aids and subscriptions except where such resources are provided by the Health Service.
- (b) In addition to any value of the Portable Technological Aids purchased and reimbursed in accordance with subclause 41.2(a)(v) above, in any financial year, a Doctor will, subject to the terms of this clause 41, be reimbursed for costs for the purchase of information technology devices or accessories up to a maximum value of \$5,000 (pro-rata for Fractional Specialists) from within amount set out in subclause 41.1(a), inclusive of any applicable Fringe Benefits Tax, to be used to support or engage in Continuing Medical Education activities.
- (c) For the avoidance of doubt, the total value of the information technology devices and accessories a Doctor can, subject to the terms of this clause 41, seek reimbursement for in any financial year is \$5,000 (or pro-rata for Fractional Specialists) PLUS the value of any Portable Technological Aids described at subclause 41.2(a)(v) above.
- (d) Claims for reimbursement of costs incurred pursuant to subclause 41.2(b) will be subject to reasonableness and necessity – that is, it will not be considered reasonable or necessary for a Doctor to purchase and seek reimbursement for substantially similar items (eg, notebook computers, tablets, mobile phones, monitors, printers, etc.) in consecutive financial years.

- (e) Any unexpended component of the amount of CME Support set out at subclause 41.2(b) above cannot be carried over into a subsequent financial year.

#### **41.3 Rates of Reimbursement**

- (a) Air travel costs incurred associated with CME activities will be reimbursed at the rate of up to a return business class airfare for journeys of 3 hours or more, or a return economy class airfare for journeys of less than 3 hours' duration.
- (b) Claims for private car use for travel associated with CME activities will be reimbursed at the relevant rate per business kilometre published by the ATO from time to time.
- (c) **Accommodation, meal and incidental expenses**
  - (i) Accommodation, meal and incidental expenses will be paid subject to the following:
    - A. Accommodation may be at the hosting hotel(s) or elsewhere as is comparable for the conference/seminar attended;
    - B. Meal and other incidental expenses with receipts or otherwise as provided in accordance with subclause 41.4(e).
- (d) **Child care expenses**
  - (i) Where the Doctor can establish they are the Primary Carer (as defined in subclause 54.2(h)) and are responsible for the child(ren) during the CME activity period, the Doctor will be paid a fixed rate of \$250 per day to facilitate the costs of child care whilst undertaking a CME activity.
  - (ii) A Doctor must provide evidence that satisfies a reasonable person (e.g. a Statutory Declaration) that the Doctor is the Primary Carer (as defined in subclause 54.2(h)) and had responsibility for the child(ren) during the CME activity period.
  - (iii) A Doctor is not required to produce evidence of costs incurred for child care expenses where they can establish they are the Primary Carer (as defined in subclause 54.2(h)) and have responsibility for the child(ren) during the CME activity period in accordance with subclause 41.3(d)(ii).

#### **41.4 Reimbursement**

- (a) Reimbursement may be claimed by a Doctor using a common simplified claim form provided by the Health Service. An initial common simplified form is set out as Appendix 3 of this Agreement.
- (b) Claims are to be submitted to the Chief Medical Officer/delegate for approval and, subject to subclause 41.4(e) below, must be accompanied by original receipts and any other necessary supporting documentation, including for FBT purposes (eg travel diary).
- (c) Claims are to be submitted within the financial year in which the expense is incurred, or otherwise within 3 months of the end of the financial year to which they relate.

- (d) The Health Service will process claims for reimbursement that are accompanied by original receipts and any other necessary supporting documentation, including for FBT purposes (eg travel diary), in an expeditious manner in accordance with the below:

#### **Assessment Period**

- (i) Upon receipt of a claim for reimbursement, the Health Service is provided 30 calendar days (not including the day of receipt or Public Holidays) to assess the claim and determine whether any item(s) are inconsistent with this clause and necessitate enquiry.
- (ii) If the Health Service fails to advise the Doctor in writing of its intention to reject the claim (in whole or in part) within the period prescribed in subclause 41.4(d)(i), the Health Service must reimburse the Doctor the full amount of the claim to the limit of the Doctor's outstanding CME balance within 45 calendar days of receipt (not including the day of receipt or Public Holidays).

#### **Enquiry Period**

- (iii) Where an item(s) is consistent with this clause, regardless of any enquiries with accompanying items attached to the claim, the Health Service must process the reimbursement of the compliant item(s) within 45 calendar days of receipt (not including the day of receipt or Public Holidays).
- (iv) If the Health Service determines an item(s) is inconsistent with this clause and necessitates enquiry, the Health Service must advise the Doctor in writing of its intention to reject the claim (in whole or in part) within the period prescribed in subclause 41.4(d)(i) and provide the Doctor an opportunity to respond in writing.

#### **Determination of Outcome**

- (v) Where, following the Doctor's response in accordance with subclause 41.4(d)(iv) above:
- A. a Health Service determines the item(s) complies with this clause the Doctor should be advised in writing by the Health Service within seven calendar dates of receipt of the Doctor's response and the remaining claim (in part) will be reimbursed within 45 days (not including the day of receipt or Public Holidays) of receipt of the Doctor's response.
- B. a Health Service determines the item(s) remain inconsistent with this clause the Doctor should be advised in writing by the Health Service within seven calendar dates of receipt of the Doctor's response and the remaining claim (in part) rejected.
- (vi) Where a Doctor disputes the determination of a Health Service in accordance with this clause, the Doctor may raise a dispute in accordance with the Dispute Resolution Procedure in clause 11 of this Agreement.
- (vii) Nothing within this clause limits the Health Service's right to immediately reject any claim that is not consistent with subclause (b) and subclause (c).

- (e) In lieu of reimbursement of reasonable and substantiated expenses in respect of meals and relevant incidentals, the Health Service will, if the Doctor so elects,
  - (i) provide the Doctor with a taxable allowance prior to travel; or
  - (ii) provide the Doctor with a reimbursement following travel;

in accordance with the amounts set out in the relevant ATO tax determination dealing with reasonable allowance amounts (currently Tax Determination 2017/19) which may be found on the ATO website at <http://www.ato.gov.au>.
- (f) It will be expected that a Doctor will make his/her application for pre-payment of daily travel allowance expenses no more than six weeks, and no less than one week, prior to the commencement of the CME activity/travel.
- (g) Such allowance will be assessable income in the hands of the Doctor under the *Income Tax Assessment Act 1997* (Cth), as amended or replaced from time to time.
- (h) The reimbursement of up to the per annum amounts described in subclause 41.1 is inclusive of any applicable Fringe Benefits Tax.

#### **41.5 Special Carry-over**

- (a) Where a Doctor is prevented from utilising their CME Support Entitlement in a particular financial year due to:
  - (i) parental leave in accordance with clause 54;
  - (ii) family/caring responsibilities;
  - (iii) personal illness or injury; or
  - (iv) other exceptional circumstances accepted as such by the Health Service,

the Doctor may carry-over the unused component of their CME Support Entitlement, in accordance with subclause 41.5(b), provided the Doctor has provided the Health Service with evidence that would satisfy a reasonable person.
- (b) If the circumstances set out in subclause 41.5(a) apply to a Doctor in a financial year, a Doctor's CME Support Entitlement may be carried over in accordance with and subject to the following provisions:
  - (i) If as at 30 June of the applicable financial year the Doctor has not utilised some or all of their CME Support Entitlement for that financial year, the Doctor may carry-over the unused component of their CME Support Entitlement from that financial year into the following financial year. For the avoidance of doubt, this means that during the subsequent financial year, the Doctor is able to utilise their CME Support Entitlement for that financial year combined with any amount carried over from the previous financial year.
  - (ii) In addition to subclause 41.5(b)(i), if as at 30 June of the applicable financial year the Doctor:
    - A. is a Fractional Doctor; and

- B. has previously carried over some or all of their CME Support Entitlement from a previous financial year in accordance with this clause; and
- C. has again been prevented from utilising CME Support Entitlements for any of the reasons set out in subclause 41.5(a),

the Fractional Doctor may carry-over the unused component of their CME Support Entitlement from the current financial year, as well as any CME Support Entitlement carried over from the previous financial year, into the following financial year.

- (iii) The total amount of CME Support Entitlements that a Doctor may accumulate in any one financial year is capped at an amount equivalent to two years' CME funding support at the full-time rates contained in subclause 41.1(a).
- (iv) For the avoidance of doubt, if:
  - A. a Doctor utilises this clause to carry-over into a new financial year any unused CME Support Entitlement; and
  - B. is not prevented from utilising the accumulated CME Support Entitlements in that following financial year for any of the reasons set out in subclause 41.5(a),

there will be no transfer of any unused CME Support Entitlement into a subsequent financial year.

#### **41.6 Other matters**

- (a) A Doctor will not be entitled to payout of any unused CME Support Entitlement under this clause upon retirement, resignation, redundancy or dismissal.
- (b) There will be no transfer of any unused CME Support Entitlement between Health Services. However, access to some funded support from the new Health Service should not be unreasonably withheld, provided that the total value of support provided by the relevant Health Services does not exceed the per annum amounts described in subclause 41.1 in any one financial year.

**41.7** Any dispute in relation to the application of this clause may be dealt with through the Dispute Resolution Procedure in clause 11 of this Agreement.

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## **42. Childcare costs reimbursement**

Where Doctors are required by a 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, other than recall when placed on-call, the Doctor will be reimbursed for reasonable childcare expenses incurred.

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## **43. Provision of mobile phone or reimbursement of cost**

When a 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 incurred by the Doctor when making or receiving work related telephone calls.

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## 44. Insurance Allowance

- 44.1** Doctors who exercise rights of private practice in the course of their employment and who pay across all or part of the income to the Health Service, a Special Purpose Fund or a Private Practice Fund (including a "Dillon" or like fund) shall be paid an allowance to assist to meet the costs of private Medical Indemnity Insurance.
- 44.2** The quantum of this insurance allowance for a Full-Time Doctor per annum is as per the amounts set out in Table 2.3 of Appendix 2. For Fractional Doctors, the insurance allowance is pro-rated based on the Doctor's base fractional appointment as at the dates specified in Table 2.3 of Appendix 2.

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## 44A. Manager Allowance

**44A.1** From the FFPPOA 11 April 2022, a Doctor who maintains an active clinical role within the relevant speciality at the Health Service and is appointed by the Employer to the role of:

- (a) Deputy Director (or equivalent); or,
- (b) Director (or equivalent); or,
- (c) Program Director (or equivalent)

will be paid a weekly Manager Allowance equivalent to 2.5% of the minimum weekly rate of pay applicable to the Doctor's classification as provided in Part 1 of Appendix 2 of the Agreement (pro-rata for Fractional Doctors).

**44A.2** Where a Doctor's actual contracted rate of pay is:

- (a) more than the relevant rate set out in Part 1 of Appendix 2 of the Agreement; and/or
- (b) the Doctor receives additional paid hours as compensation for their management role, and the total of this amount is more than the relevant rate set out in Part 1 of Appendix 2 of the Agreement

the Doctor will be entitled under this Agreement to receive the contracted rate of pay, or the sum calculated in accordance with subclause 44A.1, whichever is the higher.

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## 44B. Designated Location Bonus

### 44B.1 Application

- (a) The purpose of the Designated Location Bonus is to support the recruitment and retention of Doctors employed in Designated Locations in rural and regional Victoria.
- (b) A Designated Location Bonus is payable to a Doctor employed at a Designated Location, subject to the conditions and eligibility terms set out in this clause after the completion of each **Eligible Year of Employment**.
- (c) In this clause 44B.:
  - (i) **Designated Location** means the Employers listed in subclause 44B.4 of this clause
  - (ii) **'employed at a Designated Location'** means employed at that Designated Location listed at subclause 44B.4 by the Employer who is either named as the Designated Location or who operates the Designated Location.

- (iii) **Eligible Year of Employment** means the twelve month period between anniversary dates of commencement at the Designated Location.

#### 44B.2 Eligibility

- (a) Subject to the conditions and eligibility terms set out in this clause, a Doctor employed at a Designated Location will receive the Designated Location Bonus after the completion of an **Eligible Year of Employment** (pro-rata (1/38<sup>th</sup>) for Fractional Doctors, not payable to Internal Locum Doctors.
- (b) The Designated Location Bonus:
  - (i) is not payable where the Doctor is already in receipt of an increased or accelerated base rate of pay, and/or is in receipt of a 'top-up' payment, specifically set to attract/retain the Doctor to/at their location;
  - (ii) will be subject to offset/absorption, either in full or part, where the Doctor is in receipt of remuneration in excess of the minimum prescribed under this Agreement (including, amongst others, Executive Specialists); and
  - (iii) is not payable where a Doctor's engagement at a Designated Location is because of a Rotation under the Doctors in Training Agreement (regardless of how the rotation is structured in terms of the employing entity) or other short-term arrangement.

#### 44B.3 Quantum of Bonus

The Designated Location Bonus is as follows:

Date within which the end of their Eligible Year of Employment falls	Designated Location Bonus
1 July 2023 – 30 June 2024	\$9,000
1 July 2024 - 30 June 2025	\$10,000
1 July 2025 – 30 June 2026	\$12,000

**Example:**

*A Doctor, who is paid per the wage schedule in the Agreement, commences employment at a Designated Location on 1 March 2022, their first Eligible Year of Employment ends on 1 March 2023, as there is no Designated Location Bonus for that date, the Doctor will need to complete a further Eligible Year of Employment to be eligible for the Designated Location Bonus.*

*On 1 March 2024, the Doctor finishes their second Eligible Year of Employment. As that date falls within the 1 July 2023 – 30 June 2024 period, they are entitled to a \$9,000 Designated Location Bonus.*

**Example:**



*A Doctor is employed at a Designated Location from 1 March 2023 and is still employed at the Designated Location on 1 March 2024, that period is the Eligible Year of Employment. The Doctor is paid \$20,000 above the relevant Agreement rate.*

*As the end of their Eligible Year of Employment is within the 1 July 2023 – 30 June 2024 period, they are entitled to a \$9,000 Designated Location Bonus, however this is absorbed into their above Agreement rate.*

**Example:**

*A Doctor is employed at a Designated Location from 1 March 2023 and is still employed at the Designated Location on 1 March 2024, that period is the Eligible Year of Employment. The Doctor is paid \$5,000 above the relevant Agreement rate.*

*As the end of their Eligible Year of Employment is within the 1 July 2023 – 30 June 2024 period, they are entitled to a \$9,000 Designated Location Bonus, as they receive \$5,000 above the relevant Agreement rate, this is offset against the \$9,000 Designated Location Bonus.*

*The Doctor will be entitled to the remaining \$4,000 of the Designated Location Bonus.*

#### **44B.4 Designated Locations**

The Designated Locations are as follows:

- (a) Albury Wodonga Health (Wodonga Hospital only)
- (b) Bairnsdale Regional Health Service;
- (c) Central Gippsland Health Service;
- (d) Echuca Regional Health;
- (e) Gippsland Southern Health Service;
- (f) Goulburn Valley Health
- (g) Horsham Hospital;
- (h) Mildura Base Public Hospital;
- (i) Portland District Health;
- (j) South West Healthcare;
- (k) Swan Hill District Health;
- (l) Western District Health Service;
- (m) Bacchus Marsh Hospital;
- (n) Bass Coast Health;
- (o) North East Health Wangaratta; and
- (p) West Gippsland Healthcare Group

## **PART G – ACCOMMODATION AND FACILITIES**

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### **45. Board and lodging**

Where a Doctor as a condition of employment is required by the Health Service to reside in premises leased from the Health Service a deduction not exceeding \$50.00 per week may be taken from the Doctor's wages as rental.

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### **46. Breastfeeding**

#### **46.1 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.

#### **46.2 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.

#### **46.3 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.

## **PART H – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS**

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### **47. Annual leave**

**47.1** In accordance with the NES, a Doctor is entitled to four weeks' annual leave and Shiftworkers are entitled to five weeks' annual leave. The remainder of this clause contains additional provisions dealing with annual leave.

**47.2** Doctors who are required by the Health Service to make themselves available to participate in the Health Service's On-Call roster, and regularly accept calls from the Health Service, are entitled to five weeks' annual leave (pro rata) each year.

**47.3** A Shiftworker (as defined) is only entitled to a maximum of five weeks' annual leave each year.

#### **47.4 Taking paid annual leave**

Paid annual leave may be taken for a period agreed between the Doctor and the Health Service.

#### **47.5 Public holidays during annual leave**

If a public holiday, as prescribed in this Agreement, falls within a period of annual leave, then extra time equivalent to the public holiday is added to the Doctor's annual leave.

#### **47.6 Proportionate leave on termination**

A Doctor whose employment is terminated will be paid in respect of all accrued and untaken paid annual leave entitlements.

Personal/carer's leave whilst on annual leave

(a) Personal/carer's leave during a period of annual leave is dealt with in the NES.

#### **47.7 Annual leave in advance**

(a) A Health Service and Doctor may agree in writing to the Doctor taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must state the amount of leave to be taken in advance and the date on which leave is to commence

NOTE: An example of the type of agreement required by subclause 47.7 is set out at Appendix 6 – Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Appendix 6 – Agreement to Take Annual Leave in Advance.

(c) The Health Service must keep a copy of any agreement under subclause 47.7 as a record.

(d) If, on the termination of the Doctor's employment, the Doctor has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 47.7, the Health Service may deduct from any money due to the Doctor on termination an amount equal to the amount that was paid to the Doctor in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **47.8 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under subclause 47.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under subclause 47.8.
- (c) A Health Service and a Doctor may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under subclause 47.8. must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the Doctor for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under subclause 47.8 must be signed by the Health Service.
- (f) The payment must not be less than the amount that would have been payable had the Doctor taken the leave at the time the payment is made.
- (g) An agreement must not result in the Doctor's remaining accrued entitlement to paid annual leave being less than 10 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The Health Service must keep a copy of any agreement under subclause 47.8 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under subclause 47.8.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under subclause 47.8.

NOTE 3: An example of the type of agreement required by subclause 47.8 is set out at Appendix 7—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Appendix 7—Agreement to Cash Out Annual Leave.

#### **47.9 Excessive annual leave accruals: general provision**

- (a) A doctor has an **excessive leave accrual** if:
  - (i) **prior to 1 January 2023**, the Doctor has accrued more than 15 weeks' paid annual leave having regard to their current fraction; or
  - (ii) **on or after 1 January 2023**, the Doctor has accrued more than 10 weeks' paid annual leave having regard to their current fraction.
- (b) If a Doctor has an excessive leave accrual, the Health Service or the Doctor may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Subclause 47.10 sets out how a Health Service may direct a Doctor who has an excessive annual leave accrual to take paid annual leave.
- (d) Subclause 47.11 sets out how a Doctor who has an excessive leave accrual may require a Health Service to grant paid annual leave requested by the Doctor.

#### **47.10 Excessive annual leave accruals: Managing excess leave**

- (a) If a Health Service has genuinely tried to reach agreement with a Doctor under subclause 47.9(b) but agreement is not reached (including because the Doctor refuses to confer), the Health Service may require the Doctor by a notice in writing to take one or more periods of paid annual leave. Any discussions should take into account the Doctor's workload and the availability of suitable relief staff.
- (b) However, the requirement by the Health Service under subclause 47.10(a):
  - (i) is of no effect if the doctor has made a request for leave in accordance with subclause 47.10 and such request has been declined in the previous 12 months; and
  - (ii) is of no effect if it would result at any time in the Doctor's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclauses 47.9, 47.10, or 47.11 or otherwise agreed by the Health Service and Doctor) are taken into account; and
  - (iii) must not require the Doctor to take any period of paid annual leave of less than one week; and
  - (iv) must not require the Doctor to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (v) must not be inconsistent with any leave arrangement agreed by the Health Service and Doctor.
- (c) The Doctor must take paid annual leave in accordance with a notice under subclause 47.9(a) that is in effect.
- (d) A Doctor to whom a notice has been given under subclause 47.10(a) may request to take a period of paid annual leave as if the notice had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 47.10(d) may result in the direction ceasing to have effect. See subclause 47.11(b)(i).

NOTE 2: Under section 88(2) of the Act, the Health Service must not unreasonably refuse to agree to a request by the Doctor to take paid annual leave.

#### **47.11 Excessive annual leave accruals: request by Doctor for leave**

- (a) If a Doctor has genuinely tried to reach agreement with a Health Service under subclause 47.9(b) but agreement is not reached (including because the Health Service refuses to confer), the Doctor may give a written notice to the Health Service requesting to take one or more periods of paid annual leave.
- (b) However, a Doctor may only give a notice to the Health Service under subclause 47.11(a) if:
  - (i) the Doctor has had an excessive leave accrual for more than 3 months at the time of giving the notice; and

- (ii) the Doctor has not been given a direction under subclause 47.10(a) that, when any other paid annual leave arrangements (whether made under subclause 47.9, 47.10, or 47.11 or otherwise agreed by the Health Service and Doctor) are taken into account, would eliminate the Doctor's excessive leave accrual.
- (c) A notice given by a Doctor under subclause 47.10(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 47.9, 47.10, or 47.11 or otherwise agreed by the Health Service and Doctor) are taken into account; or
  - (ii) provide for the Doctor to take any period of paid annual leave of less than one week; or
  - (iii) provide for the Doctor to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the Health Service and Doctor.
- (d) A Doctor is not entitled to request by a notice under subclause 47.11(a) more than 5 weeks' paid annual leave in any period of 12 months.
- (e) The Health Service must grant paid annual leave requested by a notice under subclause 47.11(a).

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## **48. Annual leave loading (Full-Time Doctors)**

At the time of taking annual leave under clause 47, a Full-time Doctor will be paid a loading of 17.5% of the weekly wage based on four weeks' paid annual leave. Such payments made are subject to a maximum payment of the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for November of the year proceeding the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.

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## **49. Personal/carer's leave**

### **49.1 Paid personal/carer's leave**

- (a) Paid personal/carer's Leave is available to a Doctor who is 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 Full-time Doctor is entitled to 10 working days' paid personal/carer's leave for each year of service (pro rata for Fractional Doctors).

- (c) In addition to, but separate from, personal/carer's leave under subclause 49.1(b), a Full-time Doctor is entitled to 18 working days' additional paid sick leave due to personal illness or injury for each year of service (pro rata for Fractional Doctors).
- (d) A Doctor's entitlement under this clause accrues progressively during a year of service according to the Doctor's ordinary hours of work and unused personal/carer's leave and additional paid sick leave accumulates from year to year.

#### **49.2 Immediate family or household**

- (a) The term immediate family means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Doctor; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Doctor.

#### **49.3 Use of accumulated personal/carer's leave**

- (a) This entitlement is subject to the following:
  - (i) Where practicable, the Doctor must notify the Health Service before the start of the first shift from which the Doctor will be absent. The Doctor must notify the Health Service of:
    - A. the reasons for the Doctor taking such leave; and
    - B. the estimated length of absence;
  - (ii) And additionally, in the case of carer's leave:
    - A. the name of the person requiring care; and
    - B. the relationship of the person requiring care to the Doctor.
- (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 should, where possible, give notice by telephone at the first opportunity on the day of the absence beginning. Notice should otherwise be given in accordance with section 107(2)(a) of the Act

#### **49.4 Transfer of unused personal leave accruals**

Where a Doctor transfers from one Health Service to another, accumulated personal/carer's leave and additional paid sick leave pursuant to subclause 49.1(c) (if any) to the Doctor's credit up to a maximum of two hundred and eighty working days will be credited to the Doctor in his/her new employment. The onus of proving accumulated personal/carer's leave and additional paid sick leave pursuant to subclause 49.1(c) credit will rest with the Doctor, but a statement signed by an authorised Officer of the Doctor's former Health Service certifying the amount of accumulated personal/carer's leave and additional paid sick leave pursuant to subclause 49.1(c) credit will constitute acceptable proof.

#### **49.5 Absence on public holidays**

If the period during which a Doctor takes paid personal/carer's leave or additional paid sick leave pursuant to subclause 49.1(c) 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 or additional paid sick leave pursuant to subclause 49.1(c) on that public holiday.

#### **49.6 Unpaid personal leave**

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 subclause 49.1(a) (and subject to subclauses 49.3(a) and 49.7) of this Agreement. The organisation 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.

#### **49.7 Evidence requirements – Personal Leave**

Upon request, a Doctor must provide the Health Service evidence that would satisfy a reasonable person that the leave taken is for a reason specified in this clause. The Doctor is not entitled to take leave under this clause unless the Doctor provides such evidence upon request.

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## **50. Compassionate Leave**

### **50.1 Amount of compassionate leave**

- (a) Doctors are entitled to 2 days' compassionate leave on each occasion (a **permissible occasion**) when
  - (i) a member of the Doctor's immediate family or household:
    - A. contracts or develops a personal illness that poses a serious threat to his or her life; or
    - B. sustains a personal injury that poses a serious threat to his/her life; or
    - C. dies, or
  - (ii) a Stillborn Child is born, where the Stillborn Child would have been a member of the Doctor's immediate family, or a member of the Doctor's household, if the Stillborn Child had been born alive; or
  - (iii) a Doctor, or a Doctor's spouse or de facto partner, has a miscarriage. This sub-clause 50.1 does not apply if the miscarriage results in a Stillborn Child.
- (b) If the [permissible occasion](#) is the contraction or development of a personal illness, or the sustaining of a personal injury, the [Doctor](#) may take the [compassionate leave](#) for that occasion at any time while the illness or injury persists.

### **50.2 Taking compassionate leave**

- (a) A Doctor may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Doctor's immediate family or household who has contracted or developed the personal illness or sustained the injury referred to above; or
  - (ii) after the death of the member of the Doctor's immediate family or household referred to above.



- (b) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- (c) Compassionate leave does not have to be taken consecutively.
- (d) A Doctor may take unpaid compassionate leave by agreement with his or her Health Service.

### **50.3 Evidence requirements**

Upon request, a Doctor must provide the Health Service evidence that would satisfy a reasonable person that the leave taken is for a reason specified in this clause. The Doctor is not entitled to take leave under this clause unless the Doctor provides such evidence upon request.

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## **51. Fitness for Work**

### **51.1 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 Health Service forms a reasonable belief as defined at subclause 51.1(d) below that a 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 Doctors 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 the Association representative, at any time when meeting with the Health Service;
  - (iii) genuinely consider the Doctor's response with a view to promoting physical, mental and emotional health so that Doctors 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 51.1(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 40 (Travelling Allowance)) incurred for the distance between the Doctor's 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 51 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 51 is kept confidential.

## **51.2 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 51.2(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.

### 51.3 Definitions

- (a) **Disability** has the same meaning as section 4 of the EO Act and includes:
  - (i) total or partial loss of a bodily function; or
  - (ii) presence in the body of organisms that may cause disease;
  - (iii) total or partial loss of a part of the body; or
  - (iv) 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; or
  - (v) malformation or disfigurement of a part of the body; and,
  - (vi) includes a disability that may exist in the future (including because of a genetic predisposition to that disability) and, to avoid doubt, behaviour that is a symptom or manifestation of a disability;
- (b) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
  - (i) the Doctor's circumstances, including the nature of the disability;
  - (ii) the nature of the Doctor's role;
  - (iii) the nature of the adjustment required to accommodate the Doctor's disability;
  - (iv) the financial circumstances of the Health Service;
  - (v) the size and nature of the workplace and the Health Service's business;
  - (vi) 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;
  - (vii) the consequences for the Health Service in making the adjustment;
  - (viii) the consequences for the Doctor in not making the adjustment.

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## 52. Prenatal leave

**52.1** 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.

**52.2** The Doctor must give the Health Service prior notice of the Doctor's intention to take such leave.

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## **53. Unpaid pre-adoption leave**

- 53.1** 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.
- 53.2** The Doctor and the Health Service may agree on the length of the unpaid leave.
- 53.3** Where agreement cannot be reached, the Doctor is entitled to take up to two days unpaid leave.
- 53.4** Where paid leave is available to the Doctor, the Health Service may require the Doctor to take such leave instead.

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## **54. Parental Leave**

*This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at subclause 32.5.*

### **54.1 Structure of clause**

This clause is structured as follows:

- (a) Definitions: subclause 54.2
- (b) Long parental leave – unpaid: subclause 54.3
- (c) Short parental leave – unpaid: subclause 54.4
- (d) Paid parental leave: subclause 54.5
- (e) Paid parental leave pooling in some circumstances: subclause 54.5A.
- (f) Notice and evidence requirements: subclause 54.6
- (g) Parental leave associated with the birth of a Child – additional provisions: subclause 54.7
- (h) Unpaid pre-adoption leave: subclause 54.8
- (i) Where placement does not proceed or continue: subclause 54.9
- (j) Special maternity leave: subclause 54.10
- (k) Variation of period of unpaid parental leave up to 12 months: subclause 54.11
- (l) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 54.12
- (m) Parental leave and other entitlements: subclause 54.13
- (n) Transfer to a safe job: subclause 54.14
- (o) Returning to work after a period of parental leave: subclause 54.15
- (p) Replacement Doctors: subclause 54.16
- (q) Communication during parental leave – organisational change: subclause 54.17

- (r) Keeping in touch days: subclause 54.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, **prenatal leave** at clause 52, **flexible working arrangements** which includes the right to request to return from parental leave on a part-time basis at clause 14, leave to attend interviews and examinations relevant to adoption leave (**pre-adoption leave**) at clause 53, and **breastfeeding** at clause 46.

## 54.2 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**);
  - (iii) as the case requires, includes a Stillborn Child.
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies as defined at subclause 3.1, and includes:
- (i) any period of employment that would count as service under the Act; and
  - (ii) Service as part of a specialist training program accredited by a Specialist Medical College with an employer not covered by this Agreement where the break between the period of employment is not more than two months' duration or such longer period as provided in subclause 55.31.1(a)(i)B) (Allowable period of absence for Parental Leave).
- (c) **Eligible Internal Locum Doctor** means a Internal Locum Doctor Doctor that has been employed by the Employer 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 Employer on a regular and systematic basis.
- (d) **Eligible Doctor** for the purposes of this clause 54 means a Doctor who has at least six months' Continuous Service or an Eligible Internal Locum Doctor as defined above.
- (d) **Doctor Couple** has the same meaning as under the Act.
- (e) **Flexible Long Parental Leave** means the 30 days' unpaid parental leave an Eligible Doctor may take under subclause 54.3(g) as part of their 52 weeks' entitlement of Long Parental Leave.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Doctor may take under subclause 54.3. A person taking Long Parental Leave under subclause 54.3(a)-(e) is the Primary Carer for this period for the purpose of this clause.

- (g) **Notional Flexible Period** is the period during which the Eligible Doctor would be on Flexible Long Parental Leave if the Eligible Doctor took leave for all of the Eligible Doctor's notified flexible days in a single continuous period.
- (h) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (i) **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 54.4 (Short Parental Leave – Unpaid).
- (j) **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.
- (k) **Stillbirth** means the delivery of a Stillborn Child.
- (l) **Stillborn Child** means:
  - (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
  - (ii) who has not breathed since delivery; and
  - (iii) whose heart has not beaten since delivery.

### **54.3 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 (including a Stillbirth) 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, or in the case of a Stillbirth, the Eligible Doctor would have been the Primary Carer if the Child had been born alive.
- (b) Except as provided at subclause 54.3(g) (Flexible Long Parental Leave) and subclause 54.18 (Keeping in Touch Days), the Eligible Doctor must take the leave in a single continuous period.
- (c) Where an Eligible Doctor is a member of a Doctor Couple, except as provided at subclause 54.3(g) (Flexible Long Parental Leave) and 54.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of a Doctor Couple at a time in a single continuous period.
- (d) Each member of a Doctor Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Doctor.
- (e) Subject to subclause 54.3(f), an Eligible Doctor may be able to extend a period of unpaid parental leave in accordance with subclause 54.11 (Variation of period of unpaid parental leave (up to 12 months)).
- (f) An Eligible Doctor's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Doctor takes

Flexible Long Parental Leave. This means that if an Eligible Doctor intends on taking a period of continuous unpaid parental leave, they must do so before they take any Flexible Long Parental Leave.

(g) **Flexible Long Parental Leave**

- (i) An Eligible Doctor may take up to 30 days of their Long Parental Leave entitlement (**Flexible Long Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this subclause are satisfied in relation to the leave.
- (ii) The number of days of Flexible Long Parental Leave that the Eligible Doctor takes must not be more than the number of flexible days notified to the Employer under subclause 54.6(e)(iii) (subject to any agreement under subclause 54.6(e)(iv)).
- (iii) An Eligible Doctor must take the Flexible Long Parental Leave as:
  - A. a single continuous period of one or more days; or
  - B. separate periods of one or more days each.
- (iv) An Eligible Doctor may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 54.3(b).
- (v) An Eligible Doctor may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 54.3(b) only if the total of those periods (disregarding any extension under subclause 54.11 or 54.12) is no longer than 12 months, less the Doctor's Notional Flexible Period, provided that the calculation is based on the assumption that:
  - A. the Eligible Doctor ordinarily works each day that is not a Saturday or Sunday; and
  - B. there are no public holidays during the period.
- (vi) A member of a Doctor Couple (*the first Doctor*) may take Flexible Long Parental Leave on the same day as the other member of the Doctor Couple (*the other Doctor*) is taking unpaid Long Parental Leave only if the total of all periods of unpaid parental leave the first Doctor takes at the same time as the other Doctor is no longer than 8 weeks.

(h) **Hospitalised children – agreement to not take unpaid Long Parental Leave**

- (i) If:
  - A. a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
    - 1) the Child was born prematurely; or
    - 2) the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or

- 3) the Child developed a complication or contracted an illness following the Child's birth; and
    - B. a Doctor, whether before or after the birth of the Child, gives notice in accordance with subclause 54.6 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child,
- then the Doctor may agree with their Employer that the Doctor will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.
- (ii) If the Doctor and Employer so agree, then the following rules have effect:
    - A. the Doctor is taken to not be taking unpaid parental leave during the permitted work period;
    - B. the permitted work period does not break the continuity of the original leave period; and
    - C. the Doctor is taken to have advised the Employer, for the purposes of subclause 54.6(b), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.
  - (iii) The permitted work period must start after the birth of the Child.
  - (iv) The permitted work period ends at the earliest of the following:
    - A. the time agreed by the Employer and Doctor;
    - B. the end of the day of the Child's first discharge from hospital after birth; or
    - C. if the Child dies before being discharged, the end of the day the Child dies.
  - (v) Only one period of may be agreed to under subclause 54.3(h)(i) for which the Doctor will not take unpaid parental leave in relation to the Child.
  - (vi) The Doctor must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:
    - A. that subclause 54.3(h)(i)A applies in relation to the child;
    - B. that the Doctor is fit for work.

#### **54.4 Short Parental Leave – Unpaid**

- (a) This clause applies to an Eligible Doctor who is a member of a Doctor 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 Employer 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 54.3 (if applicable).

#### **54.5 Paid Parental Leave**

- (a) An Eligible Doctor commencing parental leave is entitled to paid parental leave on the following basis:
  - (i) until 11 April 2022:
    - A. a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to subclause 54.3(h), in which case the Doctor taking Long Parental Leave may agree with the Employer that the Doctor will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
    - B. a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;
  - (ii) from 11 April 2022 onwards:
    - A. a Primary Carer taking Long Parental Leave will be entitled to 14 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to subclause 54.3(h), in which case the Doctor taking Long Parental Leave may agree with the Employer that the Doctor will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
    - B. a non-Primary Carer taking Short Parental Leave will be entitled to two weeks' paid parental leave,  
  
save that an Eligible Doctor is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption event.
- (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 Employer 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) Subject to subclauses 55.3(b)(viii) and 55.7 (in the case of long service leave), a variation to the payment of paid parental leave resulting in, for example, the paid leave being spread over more than 14 weeks does not affect the period of continuous service recognised. For example, a Doctor taking 28 weeks at half pay will, for the purpose of calculating continuous service, have fourteen weeks of continuous service recognised. A Doctor taking seven (7) weeks at double pay will have 14 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.

#### **54.5A Paid Parental leave pooling**

- (a) A Doctor who has an entitlement to paid parental leave under this clause 54 and whose spouse will have an entitlement to paid parental leave under this clause or clause 67 of the Doctors in Training Agreement with respect to the same child may pool the paid leave provided for at clause 54.5 (totalling 16 weeks) subject to:
  - (i) The Doctor and their spouse taking two (2) weeks paid parental leave concurrently;
  - (ii) The paid leave being taken in one continuous period, even though the primary carer may change during that period;
  - (iii) Where a Doctor wishes to pool the available paid leave, the Doctor shall advise the Health Service of the name of their spouse, the health service at which their spouse is employed, the pooling arrangement in the written notice required at clause 54.6 (which requires at least 10 weeks' written notice of the intention to take parental leave); and
  - (iv) The paid leave pooling arrangement can only be amended by consent of the Employer. Such consent will not be unreasonably withheld.
- (b) In the event that the Employer:
  - (i) is not satisfied that the proposed paid parental leave pooling arrangement complies with this clause; and/or
  - (ii) has not been able to confirm the details of the application made by the Doctor's spouse with the other health service (where applicable),

the Health Service will advise the Doctor in writing. The Doctor is entitled to request a meeting, the purpose of which is to seek to resolve any concerns.
- (c) In the event that the meeting does not resolve the concerns of either the Health Service or the Doctor, either party may notify a dispute in accordance with the Dispute Settlement Procedures of this Agreement.

#### **54.6 Notice and evidence requirements**

- (a) Subject to subclause 54.6(e) (Notice – Flexible Long Parental Leave), a Doctor must 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) Subject to subclause 54.6(e) (Notice – Flexible Long Parental Leave), 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 Employer of any changes to the notice provided in subclause 54.6(a), unless it is not practicable to do so.
- (c) The Employer may require the Doctor to provide evidence which would satisfy a reasonable person of:
- (i) in the case of birth-related leave:
    - A. the date of birth, or expected 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); and
    - B. if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); 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) A 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.
- (e) **Notice requirements – Flexible Long Parental Leave**
- (i) If a Doctor wishes to take Flexible Long Parental Leave, the Doctor must give notice to the Employer as follows:
    - A. where the Doctor also takes unpaid Long Parental Leave or Short Parental Leave under subclauses 54.3 or 54.4 (*the original leave*);
      - 1) at the same time as the Doctor gives notice in accordance with subclause 54.6(a) in relation to the original leave, unless subclause 2) below applies; or
      - 2) if the Doctor takes more than one period of unpaid Short Parental Leave, at the same time as the Doctor gives notice in accordance with subclause 54.6(a) in relation to the first of those periods of leave; or
    - B. otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.

- (ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 54.6(e)(i).
- (iii) The notice under subclause 54.6(e)(i) must specify the total number of days (**Flexible Days**) of Flexible Long Parental Leave that the Doctor intends to take in relation to the Child.
- (iv) If the Employer agrees, the Doctor may:
  - A. reduce the number of flexible days, including by reducing the number of flexible days to zero; or
  - B. increase the number of flexible days, but not so as to increase the number of flexible days above 30.
- (v) The Doctor must give the Employer written notice of a flexible day on which the Doctor will take Flexible Long Parental Leave:
  - A. at least 4 weeks before that day; or
  - B. if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (vi) If the Employer agrees, the Doctor may change a day on which the Doctor takes Flexible Long Parental Leave from a day specified in a notice under subsection 54.6(e)(vi).

**54.7 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 Employer 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 Employer 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 54.7(b)(i) and an Eligible Doctor:
    - A. does not provide the Employer with the requested certificate within seven days of the request; or
    - B. within seven days after the request, the Eligible Doctor gives the Employer a medical certificate stating that the Eligible Doctor is not fit for work,

the Employer may require the Eligible Doctor to commence their parental leave as soon as practicable.
  - (iii) Where a request is made under subclause 54.7(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 54.14 (Transfer to a safe job) will apply.

#### **54.8 Unpaid pre-adoption leave**

Doctors' entitlement to pre-adoption leave is set out at clause 53 (Pre-adoption leave).

#### **54.9 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 Employer 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 Employer gives written notice under subclause 54.9(c).
- (c) The Employer 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 Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Doctor's return to work.

#### **54.10 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. all of the following apply:
    - 1) she has been pregnant; and
    - 2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.
- (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 54.5(a)(i)A or 54.5(a)(ii)A (plus superannuation).

- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 54.10(a)(i).
- (iv) Paid leave available to non-Primary Carers under subclause 54.5(a)(i)B or 54.5(a)(ii)B will also apply in these circumstances.

(c) **Evidence**

If an Eligible Doctor takes leave under this clause the Employer may require the Eligible Doctor to provide evidence that would satisfy a reasonable person of the matters referred to in subclauses 54.10(a)(i) or 54.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Doctor must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

**54.11 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 54.3; and
- (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Doctor's available entitlement to Long Parental Leave; and
- (iii) commenced the period of Long Parental Leave; and
- (iv) not taken a period of Flexible Long Parental Leave,

the Eligible Doctor may extend the period of unpaid parental leave (up to the Eligible Doctor's available entitlement to Long Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in subclause 54.3 (Long Parental Leave – Unpaid) or subclause 54.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

- (b) If the Employer and Eligible Doctor agree, the Eligible Doctor may further extend or reduce the period of parental leave.

**54.12 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 54.3 may request the Employer 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 Employer at least four weeks before the end of the available parental leave period.

(c) **Response to be in writing**

The Employer must give the Eligible Doctor a written response to the request stating whether the Employer 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 Employer may only refuse the request on reasonable business grounds.

(e) **Reasons for refusal to be specified**

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

(f) **Reasonable opportunity to discuss**

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

(g) **Doctor Couples**

Where a member of a Doctor 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 Doctor Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) if the other member of the Doctor Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause 54.6(e)), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;
- (iii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave (other than Flexible Long Parental Leave) that the other member of the Doctor Couple has taken, or will have taken, in relation to the Child before the extension starts, as well as a period equal to the other member's Notional Flexible Period (if subclause 54.12(ii) applies above); and;
- (iv) the amount of Long Parental Leave to which the other member of the Doctor Couple is entitled under subclause 54.3 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.

**54.13 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.

**54.14 Transfer to a safe job**

- (a) Where a 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 54.14(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 54.6 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 Employer must pay the Eligible Doctor at the Eligible Doctor's rate of pay set out in Part 1 of Appendix 2 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 Employer may request that the Eligible Doctor provide a medical certificate within seven (7) 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 Employer under (e) above; or
- (ii) provided a medical certificate stating that she is not fit for work,

then the Eligible Doctor is not entitled to no safe job leave and the Employer may require the Eligible Doctor to take parental leave as soon as practicable.

**(g) Unpaid no safe job leave**

If:

- (i) subclause 54.14(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 Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

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

**54.15 Returning to work after a period of parental leave**

(a) An Eligible Doctor must confirm to the Employer 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 54.15(b)(ii) or subclause 54.15(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 54.14), to the new position;
  - (iii) if subclause 54.15(b)(ii) does not apply, and the Eligible Doctor began working part-time because of the pregnancy of the Eligible Doctor, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 54.15(b) is not to result in the Eligible Doctor being returned to the safe job to which the Eligible Doctor was transferred under subclause 54.14. 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 54.15(b) and 54.15(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 Employer 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 or is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of Internal Locum Doctors are not affected, other than in accordance with this subclause 54.15.
- (g) **Stillbirth or death of child – cancelling leave or returning to work**
  - (i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Doctor who is entitled to a period of unpaid parental leave in relation to the Child may:
    - A. before the period of leave starts, give their Employer written notice cancelling the leave; or
    - B. if the period of leave has started, give their Employer written notice that the Doctor wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).
  - (ii) Where notice under subclause 54.15(g)(i) is given, the Doctor's entitlement to Long Parental Leave in relation to the Child ends:
    - A. if the action is taken under subclause 54.15(g)(i)A, immediately after the cancellation of the leave; or

- B. if the action is taken under subclause 54.15(g)(i)B, immediately before the specified day.
  - (iii) This subclause 54.15(g) does not limit subclause 54.11(b) (dealing with the Doctor reducing the period of unpaid parental leave with the agreement of the Employer).
- (h) **Doctor who ceases to have responsibility for care of Child**
  - (i) This subclause applies to a Doctor who has taken unpaid Long Parental Leave in relation to a Child if the Doctor ceases to have any responsibility for the care of the Child for a reason other than because:
    - A. of a Stillbirth; or
    - B. the Child dies during the 24-month period starting on the child's date of birth.
  - (ii) The Employer may give the Doctor written notice requiring the Doctor to return to work on a specified day.
  - (iii) The specified day:
    - A. must be at least 4 weeks after the notice is given to the Doctor; and
    - B. if the leave is birth-related leave taken by a female Doctor who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.
  - (iv) The Doctor's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

#### **54.16 Replacement Doctors**

- (a) A replacement Doctor is a Doctor specifically engaged or temporarily promoted or transferred, as a result of an Eligible Doctor proceeding on parental leave.
- (b) Before the Employer engages a replacement Doctor, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Doctor who is being replaced to return to their pre-parental leave position.

#### **54.17 Communication during parental leave – organisational change**

- (a) Where an Eligible Doctor is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 9 (Consultation) of this Agreement on the Eligible Doctor's pre-parental leave position, the Employer will comply with the requirements of clause 9 (Consultation) which include but are not limited to providing:
  - (i) information in accordance with subclause 9.4; and
  - (ii) an opportunity for discussions with the Eligible Doctor and, where applicable, the Eligible Doctor's representative in accordance with subclause 9.6.
- (b) The Eligible Doctor will take reasonable steps to inform the Employer 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 Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 54.17.

**54.18 Keeping in touch days**

- (a) This clause does not prevent an Eligible Doctor from performing work for the Employer 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 Employer 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 their employment in order to facilitate a return to that employment after the end of the period of leave;
  - (ii) both the Eligible Doctor and Employer consent to the Eligible Doctor performing work for the Employer on that day; and
  - (iii) the day is not within:
    - A. if the Eligible Doctor suggested or requested that they perform work for the Employer 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 Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to 54.18(d)(ii) below.
- (c) The Employer 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 54.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Doctor can work up to ten keeping in touch days during each period of leave):
  - (i) a period of Long Parental Leave taken during the Eligible Doctor's available parental leave period under subclause 54.3 (Long Parental Leave – Unpaid) and 54.11 (Variation of period of unpaid parental leave (up to 12 months)); and
  - (ii) an extension of the period of Long Parental Leave under subclause 54.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).
- (e) Subclause 54.18(a) does not apply in relation to the Eligible Doctor on and after the first day on which the Doctor takes flexible unpaid parental leave in relation to the Child.

## 54.19 Reduction in hours following Parental Leave

- (a) A Doctor may request a flexible working arrangement for reduced hours on a permanent or temporary basis following a period of parental leave.
- (b) The number of hours worked by the Doctor must be agreed at the commencement of the period of reduced hours of employment and may be varied subsequently by mutual agreement.
- (c) A Doctor engaged on reduced hours will be paid an hourly rate equal to 1/38th of the weekly actual salary paid to the individual Doctor and will, for the duration of any arrangement for reduced hours under this clause or clause 14, continue to be entitled to any term of this Agreement that is expressed as only applying to Full-Time Doctors save that any such entitlement will apply on a pro-rata basis according to the number of hours worked by the Doctor.
- (d) Payments for shift work including on Saturday and Sundays (clause 36), and Public Holidays (clause 56) also apply to Doctors on reduced hours.
- (e) Where a Doctor on reduced hours has an entitlement to leave under this Agreement, the Doctor will be paid according to the number of hours the Doctor would have worked on the day/s on which the leave was taken.
- (f) A Doctor may at any time elect to have their employment engagement under this clause or clause 14 changed to a fractional basis on the same hours.

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## 55. Long Service Leave

### 55.1 Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

- (a) **Internal Locum** means a Doctor classified or employed as such at the time they apply for or commence long service leave;
- (b) **Fractional Doctor** means a Doctor classified or employed as such at the time they apply for or commence long service leave;
- (c) **Full-time Doctor** means a Doctor classified or employed as such at the time they apply for or commence long service leave;
- (d) **LSL Act** means the Long Service Leave Act 2018 (Vic).
- (e) **Month** means a calendar month.
- (f) **Pay** means:
  - (i) for a Full-time Doctor, remuneration for a Doctor's normal weekly hours of work calculated at their ordinary time rate of pay at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death, and will include the amount of any increase to the Doctor's ordinary time rate of pay which occurred during the period of leave;
  - (ii) for a Fractional Doctor means the remuneration calculated on the average of the Doctor's ordinary hours of work applying over the two years of employment immediately preceding the taking of leave; and

- (iii) for an Internal Locum Doctor, means the remuneration for the Doctor's normal weekly hours of work at their ordinary pay calculated in accordance with sections 15 and 16 of the LSL Act,

save that, in the case of Fractional Doctors and Internal Locum Doctors, any averaging of normal weekly hours will be taken to exclude periods of employment other than as a Doctor covered by this Agreement (or its predecessors).

- (g) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

## 55.2 Entitlement

- (a) Doctors are entitled to:
  - (i) six months' long service leave with Pay on completion of fifteen years of Continuous Service (as defined at subclause 55.3(a)(ii)); and
  - (ii) thereafter an additional two months' long service leave with Pay on completion of each additional five years of Continuous Service (as defined at subclause 55.3(a)(ii)).
- (b) Subject to subclause 55.4(d), the entitlement under subclause 55.2(a) may be taken in advance on a pro rata basis if the Doctor has accrued Continuous Service of at least:
  - (i) 10 years; or
  - (ii) from 1 July 2021/2022, 9 years; or
  - (iii) from 1 July 2022/2023, 8 years; or
  - (iv) from 1 July 2023/2024, 7 years.

## 55.3 Calculating Continuous Service

- (a) **Definitions:**
  - (i) **Allowable Period of Absence means the greater of:**
    - A. 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 they are paid in lieu; or
    - B. such longer period of absence equivalent to and for the purpose of parental leave under the NES.
  - (ii) **Continuous Service** means continuous service with the same Health Service plus any prior continuous service of six months or more with one or more Institutions or Statutory Bodies directly associated with such Institutions.
  - (iii) **Continuous Internal Locum Employment** means, for the purpose of subclause 55.3(b), a period or periods of employment as an Internal Locum Doctor) with the same Health Service that are taken to be continuous, because one of the following applies:
    - A. the period starting at the end of a particular instance of employment and ending at the start of another

particular instance of employment did not exceed the greater of the Allowable Period of Absence (where applicable), or 12 weeks;

- B. the Doctor had been employed by a Health Service on a regular and systematic basis and the Doctor had a reasonable expectation of being re-engaged by the same Health Service;
- C. the gap between engagements was due to the terms of engagement of the Internal Locum Doctor;
- D. the gap between engagements was caused by seasonal factors; or
- E. the Doctor and Health Service agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(b) **Periods that count towards Continuous Service**

Service or prior service during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause 55.2(a):

- (i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);
- (ii) any interruption or ending of employment by the Health Service if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (iii) any absence on account of illness or injury arising out of or in the course of the employment for a period during which a Doctor is receiving accident make-up pay under clause 34;
- (iv) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);
- (v) a period of absence on community service leave under the Act;
- (vi) service as part of a specialist training program accredited by a Specialist Medical College with an employer not covered by this Agreement where:
  - A. the break between the periods of employment is not more than two months' duration or the Allowable Period of Absence (whichever is longer); and
  - B. the Doctor has not received payment for their long service leave benefit for that service;
- (vii) in the case of Doctors who commenced employment with a Victorian public Health Service after 30 November 2008, their prior service with an interstate government health service, provided that the break between ceasing employment with the interstate government health service, and commencing employment with the Victorian public Health Service, is no more than two calendar months ;

- (viii) in the case of unpaid absences not otherwise referenced in this subclause, subject to subclause 55.6:
  - A. any unpaid leave that is authorised in advance in writing by the Health Service to count as service; or
  - B. up to the commencement date of this Agreement, any unpaid absence from work on account of illness or injury of not more than 14 days (in the case of a Full-time Doctor) or 48 weeks (in the case of a Fractional Doctor or Internal Locum Doctor); or
  - C. on and from the commencement date of this Agreement:
    - 1) any period of unpaid leave taken on account of illness or injury;
    - 2) a period of Parental Leave, including Parental Leave that is extended under subclause 54.12; and
    - 3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause; and

- (ix) in the case of Internal Locums:
  - A. periods of Continuous Casual Employment with the current Health Service (whether or not in a role covered by this Agreement); and
  - B. prior Continuous Casual Employment of six months or more that was with one or more Institutions (or Statutory Bodies directly associated with such Institutions), subject to subclauses 55.5(c) and 55.9(a), including any such periods of employment under the DIT Agreement,

save that if long service leave was already taken or paid in lieu in respect of any period referred to above, no further benefit to long service leave will arise in respect of that period.

(c) **Not counted as Continuous Service but Not Breaking Continuity of Continuous Service**

Unless otherwise agreed in writing in advance between the Health Service and Doctor, the following periods do not break Continuous Service but do not count towards a Doctor's Continuous Service for the purpose of calculating the Doctor's long service leave entitlement:

- (i) any authorised period of unpaid leave not referred to in subclause 55.3(b) (including any Parental Leave not covered by subclause 55.3(b)(i) 55.3(b)(viii)
- (ii) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;
- (iii) in the case of Full-time Doctors and Fractional Doctors, any period between the engagement with one Institution or Statutory Body and another provided it is less than the Allowable Period of Absence;

- (iv) the dismissal of a Doctor if the Doctor is re-employed by the same Health Service within a period not exceeding two months from the date of such dismissal;
- (v) any absence on account of injury arising out of or in the course of their employment not covered by a period in which the Doctor is receiving accident make up pay or other paid leave;
- (vi) any absence that is greater than the Allowable Period of Absence that arises due to delays in obtaining the Doctor's specialist registration through AHPRA;
- (vii) any periods of up to 24 months' unpaid leave that are taken for parental leave purposes, but that do not constitute Parental Leave (and which are not covered by subclause 55.3(b)(i) and (b)(viii)(viii)); and
- (viii) 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.

(d) **Transfer of business**

Where a Transfer of Business occurs, a Doctor who worked with the old Health Service and who continues in the service of the new Health Service will be entitled to count their service with the old Health Service as service with the new Health Service for the purposes of this clause.

(e) **Proof of sufficient aggregate of service**

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Doctor concerned. A Certificate of Service in accordance with Appendix 4 will constitute acceptable proof.

## 55.4 Taking of leave

(a) **When leave is to be taken**

A Doctor who is eligible to take long service leave under subclause 55.2(a) must be granted long service leave within six months of the date eligibility arose. By agreement, the taking of the leave may be postponed to such a date mutually agreed.

(b) **How leave is to be taken**

- (i) Doctors may request to take long service leave as a single entitlement or in multiple separate periods, with each period being not less than:
  - A. in the case of Full-time Doctors, 1 week; or
  - B. in the case of a Fractional Doctor or casual/Internal Locum Doctors, 1 day.
- (ii) By agreement, Doctors may also utilise their long service leave entitlements as part of a Transition to Retirement in accordance with clause 22.

(c) **Payment for period of leave**

- (i) Payment will be made in one of the following ways:



- A. in full advance when the Doctor commences their leave;
  - B. at the same time as payment would have been made if the Doctor had remained on duty; or
  - C. in any other way agreed between the Doctor and the Health Service.
- (ii) Where a Doctor has been paid in advance, and an increase to the Doctor's the ordinary time rate of pay occurs during the period of long service leave taken, the Doctor will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.
- (d) **Long service leave in advance**
- (i) If a Doctor has completed ten years' Continuous Service, a Health Service may, by agreement with the Doctor, grant long service leave in advance on a pro rata basis. The Health Service will not unreasonably withhold agreement.
  - (ii) Supplementary to subclause 55.4(c)(i), if a Doctor requests to take long service leave on a pro rata basis under subclause 55.2(b), the Health Service must grant the Doctor's request to take long service leave as soon as practicable after receiving the request unless the Health Service has reasonable business grounds for refusing the request.
- (e) **Flexible taking of leave: double leave at half pay**
- (i) A Health Service may approve an application by a Doctor to take double the period of long service leave at half pay.
  - (ii) Doctors should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 55.4(e). 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 55.4(e)(i).
  - (iv) If granting the request under this subclause would result in an additional cost to the Health Service, the Health Service may refuse the 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 of long service leave 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.

## **55.5 Payment on termination of employment**

### **(a) Basic entitlement at termination of employment**

Except where an election is made under subclause 55.5(b) below, a Doctor with an entitlement to long service leave under subclause 55.2 is entitled to

payment in lieu of untaken long service leave upon termination of employment, calculated one thirtieth of the period of Continuous Service.

(b) **Election for payment of entitlement or transfer of entitlement at termination**

- (i) A Doctor who has an entitlement to take long service leave on a pro rata basis under subclause 55.2(b) (who therefore has less than 15 years' continuous service) and who intends to be re-employed by another Institution or Statutory Body may:
- A. request in writing that payment for accrued long service leave be deferred until after the Doctor's Allowable Period of Absence (as defined above) has expired; and
  - B. where the Doctor notifies the initial Health Service in writing within the Allowable Period of Absence that the Doctor has been employed as a Doctor by another Institution or Statutory Body, the initial Health Service is no longer required to make payment to the Doctor in respect of such service.
- (ii) Where the notice referred to at 55.5(b)(i)B is not provided prior to or within the Allowable Period of Absence, the Health Service will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 55.5(a).
- (iii) For the removal of doubt, a Doctor who has an entitlement to take long service leave under subclause 55.2(a) may not make an election under this clause in respect of that entitlement.

(c) **Payment in lieu of long service leave on the death of a Doctor**

Where a Doctor who has an entitlement to long service leave (or pro rata long service leave) under subclause 55.2 dies while still in the employ of the Health Service, payment in lieu of long service leave will be made to the Doctor's personal representative equal to that in subclause 55.5(a) above.

**55.6 Public holidays**

Long service leave is inclusive of (not additional to) Public Holidays that occur during the relevant period of leave.

**55.7 Transitional Arrangements for Parental Leave taken after 1 November 2018 and before the commencement date of this Agreement**

*Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per subclause 54.5(e).*

*Note 2: Unpaid Parental Leave taken after the commencement date of this Agreement will constitute Continuous Service, per subclause 54.5(e).*

- (a) As an exception to subclause 55.3(b), a Doctor who took a period of unpaid Parental Leave that included any part of the period between 1 November 2018 and the commencement date of this Agreement (inclusive) may make an application to the Health Service to have that service recognised for Long Service Leave purposes. The Health Service will approve the application and provide to the Doctor an updated Certificate of Service reflecting the adjusted service arrangements.

- (b) A Doctor electing to make an application under subclause 55.7(a) must make the application to the Health Service no later than 6 months of the following (whichever occurs last):
  - (i) the date on which this Agreement commences; or
  - (ii) the date on which the Doctor returns to work after the qualifying period of unpaid Parental Leave
- (c) This subclause 55.7 shall also apply to a Doctor in respect of a former Health Service if the Doctor took a qualifying unpaid period of Parental Leave under this clause while employed by that former Health Service.

#### **55.8 Records**

The Health Service will keep a long service leave record for each Doctor, containing particulars of service, leave taken and payments made.

#### **55.9 Protection of pre-existing entitlement**

- (a) No Doctor shall suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause

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### **56. Public Holidays**

#### **56.1 Entitlement to be Absent on a Public Holiday**

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.

#### **56.2 Public Holidays**

- (a) Subject to subclauses 56.4, 56.5 and 56.6, 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 paragraph (i);
  - (v) if a day or days are not determined in respect of any of the occasions those set out in subclauses (i), (ii) or (iii) 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.

#### **56.3 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 shall receive penalty payments pursuant to subclause 56.8 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 56.8 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.

#### **56.4 Substitution of one public holiday for another - General**

- (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).
  - (ii) An agreement pursuant to paragraph (a) shall be recorded in writing and be available to every affected Doctor.
  - (iii) The Association shall be informed of an agreement pursuant to paragraph (a) and may within seven days refuse to accept it. The Association will not unreasonably refuse to accept the agreement.
  - (iv) If the Association refuses to accept an agreement, the Health Service, the Doctors and the Association will seek to resolve their differences to their mutual satisfaction.

#### **56.5 Substitution of Public Holidays – Clinical Academics**

- (a) Saved Provisions
- (i) The following Health Services have provisions contained in Pre-2013 Collective Agreements which substitute specified public holidays for a Christmas / New Year closedown for Clinical Academics and these provisions will be considered in the course of the Review to be conducted in accordance with subclause 7.5:
    - A. Austin Health;
    - B. Melbourne Health;
    - C. Northern Hospital; and
    - D. Western Health.
- (b) Facilitative provision
- (i) A Clinical Academic and Health Service may agree to substitute the Melbourne Cup, Labour Day and Queen's Birthday public holidays for a five (5) day Christmas / New Year close down period that includes Christmas Day and Boxing Day.
  - (ii) Where a Clinical Academic and Health Service agree to the substitution under subclause 56.5(b)(i), the agreement will be

reduced to writing and a copy provided to the affected Clinical Academic.

#### **56.6 Substitution of Religious Public Holidays**

- (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.

#### **56.7 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 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.

#### **56.8 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 56.3) 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.
- (b) An Internal Locum 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 56.3) is entitled to be paid for the time worked at the rate of 275%.

#### **56.9 Public Holidays occurring on rostered days off or day off**

- (a) Subject to subclause 56.9(b), a Full-time Doctor will receive a sum equal to one (1) 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 56.9(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 56.9(a) in respect of the day not worked.

#### **56.10 Annual leave on a public holiday**

See clause 47 (Annual Leave).

#### **56.11 Personal leave on a public holiday**

See clause 49 (Personal/Carer's Leave).

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### **57. Sabbatical Leave**

*Note: A Doctor's entitlement under this clause may be affected by clause 7 (Savings of Local Agreements).*

#### **57.1 Definitions**

For the purpose of this clause only, the following definitions apply:

- (a) **Salary or Wage** means the Doctor's salary or wage (including allowances) at the time leave is taken;
- (b) **Service** means, subject to subclause 57.2(c) of this Agreement, service from the date of first entering employment with the Health Service or Statutory Body (whether or not such Health Service or Statutory Body has been

transmitted from one Health Service to another during the period such employment), and includes all periods of paid leave including all periods during which the Doctor was serving in Her Majesty's Forces or was made available by the Health Service or Statutory Body for National Duty

In calculating such aggregate service:

- (i) any period of employment in any one Health Service of less than six continuous months' duration is disregarded.
  - (ii) service is deemed to be unbroken, but not counted towards calculating aggregate service, in respect of any period of absence from employment between an engagement with one Health Service and another of five weeks' or less (excluding all periods of paid annual leave, long service leave or personal/carer's leave); and
  - (iii) Service, for the purpose of Sabbatical Leave is where the Doctor has been engaged in medical undergraduate or postgraduate teaching or research with a Health Service throughout that period;
- (c) **Relevant Period** for the purpose of Sabbatical Leave means:
- (i) six years' continuous Service with one Employer as a Doctor;
  - (ii) six years' continuous Service across two or more Employers as a Doctor where the Doctor has at least three years' continuous service with their current Employer;
  - (iii) nine years' continuous Service across two or more Employers as a Doctor where the Doctor has at least two years' continuous service with their current Employer; or
  - (iv) twelve years continuous Service across two or more Employers as a Doctor where the Doctor has at least six months' continuous service with their current Employer;
- (d) **Sabbatical Advisory Committee** means a committee whose terms of reference include the function of providing advice in relation to Applications for Sabbatical Leave;
- (e) **Health Service** has the same meaning as subclause 3.1(u) of this Agreement;
- (f) **Application for Sabbatical Leave** means an application made pursuant to this clause.

## 57.2 General Terms

- (a) Subject to the provisions set out in subclause 57.3 of this Agreement, a Doctor may make an Application for Sabbatical Leave after the completion of the Relevant Period where:
- (i) the sole purpose of the Sabbatical Leave is to undertake a course of study or research related to his or her work; and
  - (ii) the Doctor has been engaged in medical undergraduate or postgraduate teaching or research with a Health Service throughout that period;
- (b) Sabbatical Leave may be taken in two periods of up to 13 weeks' duration which are taken within 2 years of each other.

- (c) The onus of proving a sufficient aggregate of service to support a claim for sabbatical Leave will rest with the Doctor.

### **57.3 Entitlement**

#### **(a) Service with the same Employer for a period exceeding six years**

- (i) A Doctor who has been in the service of the same Health Service for the Relevant Period specified in subclause 57.1(c)(i) of this Agreement is entitled to a maximum of 26 weeks' leave of absence on full salary or wages for the purposes of undertaking a period of approved Sabbatical Leave in accordance with this clause.

#### **(b) Service across multiple employers for a period exceeding six years**

- (i) A Doctor who is and has been in the service of one or more Health Services (including any Statutory Body directly associated with such Health Service or Health Services) for the Relevant Period specified in subclause 57.1(c)(i) of this Agreement, is entitled to a maximum of 26 weeks' leave of absence on full salary or wages.

Example: A Doctor was employed at Hospital A as a Medical Specialist for five years before terminating and immediately commencing a new role at Hospital B as a Medical Specialist.

The Doctor, upon commencing at Hospital B will be have to complete a further three years' service before being eligible for Sabbatical Leave.

#### **(c) Where Sabbatical Leave is less than 26 weeks duration**

- (i) Subject to subclause 57.357.2(b), where a Doctor proceeds on Sabbatical Leave of less than 26 weeks' duration, the Doctor will be deemed to have received his/her full entitlement under this clause and he/she will not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any).
- (ii) The absence of a Doctor on Sabbatical Leave will be prima facie evidence that he/she has received his/her full entitlement under this clause. Where Sabbatical Leave is taken in two periods of 13 weeks as allowed under subclause 57.2(b), the provisions of this clause will apply to each 13 week period.

#### **(d) Calculation of Relevant Period following Sabbatical Leave**

- (i) Where a Doctor has proceeded on Sabbatical Leave, a subsequent Relevant Period as specified in subclause 57.1(c) of this Agreement, will not commence to run until the date of the Doctor's return to duty following Sabbatical Leave.
- (ii) Provided that where by mutual agreement a Doctor has delayed the taking of Sabbatical Leave, that period of service between the end of the Relevant Period and the taking of such leave will be included as part of a subsequent Relevant Period.

### **57.4 Application for Sabbatical Leave**

- (a) The Doctor's application for Sabbatical Leave must be in writing and contain:



- (i) adequate details of the proposed programme of study or research and how it relates to the Doctor's work; and
- (ii) details of the Doctor's engagement in medical undergraduate or postgraduate teaching or research with a Health Service throughout the Relevant Period.

#### **57.5 Response of the Health Service**

- (a) Where a Doctor has made an Application for Sabbatical Leave in accordance with subclause 57.4, the Employer will, within three months of the written application being received, notify the Doctor in writing whether their Application for Sabbatical Leave has been:
  - (i) approved as requested; or
  - (ii) approved with modifications or conditions; or
  - (iii) refused.
- (b) Where the Application for Sabbatical Leave has been:
  - (i) approved as requested or
  - (ii) with modifications or conditions that are agreeable to the Doctor,

the Sabbatical Leave will be given as soon as practicable having regard to the needs of the Health Service, but the taking of such leave may be postponed to a mutually agreed date.
- (c) Where the Application for Sabbatical Leave has been:
  - (i) approved with modifications or conditions that are not agreeable to the Doctor; or,
  - (ii) refused,

the Health Service must provide their reasons in writing and the Doctor may request that the Sabbatical Advisory Panel reviews the Application for Sabbatical Leave and the Response of the Health Service and provide advice.

#### **57.6 Referral to the Sabbatical Advisory Panel**

The Health Service and the Doctor must comply with the written advice of the Sabbatical Advisory Committee except that it may be varied by mutual agreement between the Health Service and the Doctor.

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## **58. Leave to engage in Voluntary Emergency Management Activities**

- 58.1** A Doctor who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Doctor at a time when the Doctor would otherwise be required to be at work is entitled to leave for:
- (a) time when the Doctor engages in the activity;
  - (b) reasonable travelling time associated with the activity; and
  - (c) reasonable rest time immediately following the activity.

- 58.2** The Doctor must advise the Employer as soon as reasonably practicable if the Doctor is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Doctor's attendance. The Doctor must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.
- 58.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 58.4** A Doctor who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.
- 58.5** The leave under this clause will be paid up to two weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.
- 58.6** Nothing in this clause limits the ability of a Doctor to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

*Note: Under the Act, a Doctor who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service, there are special rules about pay rates, there is a limit of 10 days' paid leave and jury service does not apply to Internal Locum Doctors. Note also that any more generous State or Territory community service leave entitlements may nevertheless apply.*

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## **58A. Absences on Defence Leave**

- 58A.1** A Full-Time or Fractional Doctor absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid in respect of a period during which the Doctor was absent on defence service; and
  - (b) the amount the Doctor could reasonably expect to have received from the Employer as earnings for that period had the Doctor not been absent on defence service.
- 58A.2** A Doctor will notify the Employer as soon as possible of the date they require absence on defence service. The Doctor will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.
- 58A.3** In this clause '**absence on defence service**' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example: The Doctor is on Defence Service leave for the duration of a particular pay period. Were the Doctor not on Defence Service leave in that pay period they would have worked on the Sunday and Monday evening shift of each week of the pay period. The Doctor is entitled to payment as though at work for each of the Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening

shifts.

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## **58B. Special Disaster Leave**

### **58B.1 Special disaster leave of up to 3 days per calendar year is payable where:**

- (c) the Doctor is a full time or Fractional Doctor;
- (d) Personal Leave is not available either because the Doctor has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
- (e) the Doctor is unable to attend work due to a disaster (such as fire or flood) where:
  - (i) the Doctor's residence is damaged or under imminent threat of major damage;
  - (ii) the lives or safety of their immediate family or household members are threatened; or
  - (iii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Doctor's normal travel route to work and no alternative practicable travel route is available.

**58B.2** Special disaster leave is non-cumulative.

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## **59. Continuing Medical Education Leave**

### **59.1 Eligibility**

Continuing Medical Education (**CME**) Leave is available to Full-Time and Fractional Doctors.

### **59.2 Leave entitlement:**

Doctors are entitled to 2 weeks leave (pro rata for Fractional Doctors) for relevant CME Leave each year on full pay unless the Chief Medical Officer/delegate approves a greater entitlement in writing. Such entitlement shall accumulate to a maximum of two years of entitlement (4 weeks, pro rata) unless otherwise approved in writing by the Health Service's Chief Medical Officer/delegate.

- (a) For the purposes of this clause, a "week" is defined as the normal hours/days worked by the Doctor consistent with this Agreement or Contract or Letter of Appointment.
- (b) This entitlement to CME Leave wholly replaces any previous entitlement to Conference Leave or any other paid study or CME Leave (other than Sabbatical Leave or CME Leave accrued under the 2018 ) provided.
- (c) The payment entitlement for CME Leave for Doctors employed on a Fractional basis will be in accordance with their Fractional allocation.

### **59.3 Applying for and Granting of Leave:**

- (a) Subject to agreement otherwise, applications for leave will be made at least four weeks in advance in writing to the Chief Medical Officer or Delegate.
- (b) Approval will not be unreasonably withheld.

- (c) The Doctor may be required to report to the Health Service's executive and/or to the medical cohort on the knowledge or skills acquired by undertaking the approved CME activity.

#### **59.4 Clinical Academics**

- (a) For the avoidance of doubt, the attendance of a Clinical Academic at a conference to deliver medical education is not a CME activity and no deduction from the leave entitlements under this clause shall occur in those circumstances.
- (b) The approval and attendance of a Clinical Academic at a conference to deliver medical education in paid time shall be agreed between the Clinical Academic, Health Service and relevant University unless it is a requirement of the University to attend.

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## **60. 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 49.2.

### **60.1 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 Doctors 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.

### **60.2 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 (a) above.

### **60.3 Eligibility**

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

#### **60.4 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, Ambassador 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 60.5 and subclause 60.6.
- (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.

#### **60.5 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 60.4(a) from a Doctor seeking to utilise their personal/carer's leave entitlement.

#### **60.6 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 Doctor 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.

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## **61. Replacement of Doctors when on leave**

- 61.1** 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.
- 61.2** Except where the Health Service has already decided to replace the Doctor on leave, the Health Service must, as soon as practicable in the circumstances and with no less than two weeks' notice where there is already notice of the leave, consult with Doctors affected by the absence regarding the workload impact when considering a replacement for a Doctor on leave. The Health Service will record the outcome of this consultation in writing (for example, as an email to the affected Doctors).
- 61.3** Where a Doctor on leave is replaced, the Health Service is responsible for finding the replacement.
- 61.4** 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, informed by consultation in writing with the affected Doctor/s.
- 61.5** If replacement of a Doctor is not possible, the Health Service must take reasonable steps to manage the workload of the remaining team. This could include re-prioritisation or amendments to services.

## **PART I – UNION MATTERS AND BEST PRACTICE EMPLOYMENT COMMITMENT**

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### **62. Union Matters**

#### **62.1 Access to Doctors – General**

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

#### **62.2 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.

#### **62.3 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.

#### **62.4 AMA / ASMOF Ambassador (Ambassador) and Health & Safety Representatives**

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

- (a) In this subclause 62.4, Representative means an Ambassador 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.

#### **62.5 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.

#### **62.6 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.

#### **62.7 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.

#### **62.8 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).

#### **62.9 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 62.9, 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 (2) weeks before the training.
- (e) The Doctor will be paid the Doctor's 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.

#### **62.10 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 Health Service 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.

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### **63. Best Practice Employment Commitment Committee**

**63.1** The parties agree to establish a committee to discuss Best Practice Employment Commitments (**BPEC**) during the life of the Agreement on matters including:

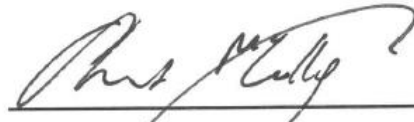
- (a) measures to identify and respond to workload including:
  - (i) Discussion regarding reports and activities relevant to workforce planning; and
  - (ii) Invite additional attendees to discuss workforce matters;

- (b) climate change initiatives to reduce carbon and other harmful emissions within the public health system including:
  - (i) discussion regarding the environmental performance of Employers published in accordance with the Department's environmental guidelines;
  - (ii) discussion regarding any reports or activities of other bodies such as Global Green and Healthy Hospitals that are relevant to the reduction of carbon emissions;
  - (iii) promotion of initiatives taken by an Employer and / or Doctors to reduce carbon and other harmful emissions; and
  - (iv) invite external interest groups, unions or other organisations to discuss the impacts the public health system as a whole has on producing harmful emissions and any initiatives to reduce these;
- (c) the development of an agreed 'best practice guide' with respect to workplace bullying based on WorkSafe's 'Guide for Employers' dated March 2020;
- (d) template change impact statements;
- (e) collaboration between the parties to reduce duplication of training and promote recognition of training across Health Services;
- (f) 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;

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## 64. Signatories

SIGNED for and on behalf of the Employers referred to in Appendix A by the authorised representatives of the **Victorian Hospitals' Industrial Association, 88 Maribyrnong Street, Footscray, VIC, 3011** in the presence of



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Signature  
Stuart McCullough, Chief Executive Officer



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Witness  
Daniel Pullin, Senior Workplace Relations Consultant

SIGNED for and on behalf of the **Australian Salaried Medical Officers' Federation (Vic Branch), 293 Royal Parade, Parkville, VIC, 3052** by its authorised officer in the presence of



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Signature  
Grant Forsyth, Chief Executive Officer



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Witness  
Stuart Miller, Senior Workplace Relations Adviser

SIGNED for and on behalf of the **Australian Medical Association (Victoria), 293 Royal Parade, Parkville, VIC, 3052** by its authorised officer in the presence of



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Signature  
Steven Burrell, Chief Executive Officer



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Witness  
Grant Forsyth, Director, Workplace Relations

## **APPENDIX 1 – LIST OF EMPLOYERS / HEALTH SERVICES**

1. Albury Wodonga Health (Wodonga Hospital only)
2. Alfred Health
3. Austin Health
4. Bairnsdale Regional Health Service
5. Barwon Health
6. Bass Coast Health
7. Bendigo Health Care Group
8. Calvary Health Care Bethlehem Limited
9. Central Gippsland Health Service
10. Dental Health Services Victoria
11. Eastern Health
12. Echuca Regional Health
13. Gippsland Southern Health Service
14. Goulburn Valley Health
15. Grampians Health
16. Latrobe Regional Hospital
17. Melbourne Health
18. Mercy Hospitals Victoria Limited
19. Mildura Base Public Hospital
20. Monash Health
21. Northeast Health Wangaratta
22. Northern Health
23. Peninsula Health
24. Peter MacCallum Cancer Institute
25. Portland District Health
26. South West Healthcare
27. St Vincent's Hospital (Melbourne) Limited
28. Swan Hill District Health
29. The Royal Children's Hospital
30. The Royal Victorian Eye and Ear Hospital

31. The Royal Women's Hospital
32. The Victorian Institute of Forensic Mental Health (trading as Forensicare)
33. West Gippsland Healthcare Group
34. Western District Health Service
35. Western Health

## APPENDIX 2 – SPECIALISTS REMUNERATION AND ALLOWANCES

### PART 1: REMUNERATION

#### Notes to Tables:

The minimum weekly remuneration payable to a Full-time Doctor under this Agreement is set out in Table 1.1.

However, where a Full-time Doctor receives additional Private Practice Income derived from the treatment of private or compensable patients in the course of their normal employment, the Health Service is not obliged to pay a weekly salary in excess of the relevant rate set out in Table 1.2, provided that the total of the Table 1.2 rate and the Private Practice Income is equal to or greater than the relevant rate set out in Table 1.1.

**TABLE 1.1 – Full-time Doctors (who don't receive additional Private Practice Income)**

(Formerly known as the 'Column 2' rates)		Weekly Pay Rates		
Classification/Pay Point	Paycode	FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
Specialist Year 1	<b>HM33</b>	\$4,797.50	\$4,917.44	\$5,040.37
Specialist Year 2	<b>HM34</b>	\$5,118.70	\$5,246.66	\$5,377.83
Specialist Year 3	<b>HM35</b>	\$5,317.52	\$5,450.46	\$5,586.72
Specialist Year 4	<b>HM36</b>	\$5,525.79	\$5,663.94	\$5,805.54
Specialist Year 5	<b>HM37</b>	\$5,740.85	\$5,884.37	\$6,031.48
Specialist Year 6	<b>HM38</b>	\$5,964.74	\$6,113.86	\$6,266.71
Specialist Year 7	<b>HM39</b>	\$6,082.08	\$6,234.13	\$6,389.99
Specialist Year 8	<b>HM40</b>	\$6,441.71	\$6,602.75	\$6,767.82
Specialist Year 9	<b>HM41</b>	\$6,596.65	\$6,761.57	\$6,930.61

<b>(Formerly known as the 'Column 2' rates)</b>		<b>Weekly Pay Rates</b>		
<b>Classification/Pay Point</b>	<b>Paycode</b>	<b>FFPPOA 1 Mar 2022</b>	<b>FFPPOA 1 Sep 2023</b>	<b>FFPPOA 1 March 2025</b>
Executive Specialist - Bottom of Range	<b>HM42</b>	\$6,596.65	\$6,761.57	\$6,930.61
Executive Specialist - Top of Range	<b>HM43</b>	\$7,586.24	\$7,775.89	\$7,970.29

**TABLE 1.2 – Full-time Doctors (who receive additional Private Practice Income)**

<b>(Formerly known as the 'Column 1' rates)</b>		<b>Weekly Pay Rates</b>		
<b>Classification/Pay Point</b>	<b>Paycode</b>	<b>FFPPOA 1 Mar 2022</b>	<b>FFPPOA 1 Sep 2023</b>	<b>FFPPOA 1 March 2025</b>
Specialist Year 1	<b>HM33</b>	\$3,891.76	\$3,989.05	\$4,088.78
Specialist Year 2	<b>HM34</b>	\$4,152.23	\$4,256.04	\$4,362.44
Specialist Year 3	<b>HM35</b>	\$4,313.55	\$4,421.39	\$4,531.92
Specialist Year 4	<b>HM36</b>	\$4,482.26	\$4,594.32	\$4,709.18
Specialist Year 5	<b>HM37</b>	\$4,656.73	\$4,773.15	\$4,892.48
Specialist Year 6	<b>HM38</b>	\$4,838.19	\$4,959.14	\$5,083.12
Specialist Year 7	<b>HM39</b>	\$4,933.44	\$5,056.77	\$5,183.19
Specialist Year 8	<b>HM40</b>	\$5,225.35	\$5,355.99	\$5,489.88
Specialist Year 9	<b>HM41</b>	\$5,351.01	\$5,484.79	\$5,621.91
Executive Specialist - Bottom of Range	<b>HM42</b>	\$5,351.01	\$5,484.79	\$5,621.91
Executive Specialist - Top of Range	<b>HM43</b>	\$6,153.59	\$6,307.43	\$6,465.12

**TABLE 1.3A – Fractional Doctors - 0.1 – 7 hrs/week (from FFPPOA 1 March 2022 until FFPPOA 1 July 2022)**

**Note: classifications marked with *italics* and an Asterix (\*) cease to be used from FFPPOA 1 July 2022**

Classification/Pay Point	Paycode	Hourly Pay Rates	
		FFPPOA 1 Mar 2022	FFPPOA 1 July 2022
Specialist Year 1	<i>HN15*</i>	\$150.73	Translates to HN16
Specialist Year 2	<i>HN20*</i>	\$153.51	Translates to HN21
Specialist Year 3	<i>HN25*</i>	\$159.57	Translates to HN26
Specialist Year 4	<i>HN30*</i>	\$165.63	Translates to HN31
Specialist Year 5	<i>HN35*</i>	\$171.80	Translates to HN36
Specialist Year 6	<i>HN40*</i>	\$178.07	Translates to HN41
Specialist Year 7	<i>HN45*</i>	\$183.92	Translates to HN46
Specialist Year 8	<i>HN50*</i>	\$189.98	Translates to HN51
Specialist Year 9	<i>HN55*</i>	\$196.97	Translates to HN56
Executive Specialist - Bottom of Range	<i>HN60*</i>	\$196.97	Translates to HN61
Executive Specialist - Top of Range	<i>HN65*</i>	\$224.41	Translates to HN66



**TABLE 1.3B – Fractional Doctors – 7.1 – 10.5 hrs/week (from FFPPOA 1 March 2022 until FFPPOA 1 July 2022); then 0.1 – 10.5 hrs/week (from FFPPOA 1 July 2022)**

Classification/Pay Point	Paycode	Hourly Pay Rates		
		FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
Specialist Year 1	<b>HN16</b>	\$152.48	\$156.29	\$160.20
Specialist Year 2	<b>HN21</b>	\$154.95	\$158.82	\$162.79
Specialist Year 3	<b>HN26</b>	\$161.01	\$165.03	\$169.16
Specialist Year 4	<b>HN31</b>	\$167.38	\$171.56	\$175.85
Specialist Year 5	<b>HN36</b>	\$173.54	\$177.88	\$182.33
Specialist Year 6	<b>HN41</b>	\$179.92	\$184.41	\$189.02
Specialist Year 7	<b>HN46</b>	\$185.98	\$190.63	\$195.39
Specialist Year 8	<b>HN51</b>	\$191.94	\$196.74	\$201.65
Specialist Year 9	<b>HN56</b>	\$198.41	\$203.37	\$208.45
Executive Specialist - Bottom of Range	<b>HN61</b>	\$198.41	\$203.37	\$208.45
Executive Specialist - Top of Range	<b>HN66</b>	\$226.67	\$232.33	\$238.14

**TABLE 1.4A – Fractional Doctors - 10.6 – 14.0 hrs/week (from FFPPOA 1 March 2022 until FFPPOA 1 July 2022)**

**Note: classifications marked with *italics* and an Asterix (\*) cease to be used from FFPPOA 1 July 2022**

Classification/Pay Point	Paycode	Hourly Pay Rates	
		FFPPOA 1 Mar 2022	FFPPOA 1 July 2022
Specialist Year 1	<i>HN17*</i>	\$155.67	Translates to HN18
Specialist Year 2	<i>HN22*</i>	\$158.75	Translates to HN23
Specialist Year 3	<i>HN27*</i>	\$164.81	Translates to HN28
Specialist Year 4	<i>HN32*</i>	\$171.28	Translates to HN33
Specialist Year 5	<i>HN37*</i>	\$177.55	Translates to HN38
Specialist Year 6	<i>HN42*</i>	\$183.92	Translates to HN43
Specialist Year 7	<i>HN47*</i>	\$190.60	Translates to HN48
Specialist Year 8	<i>HN52*</i>	\$196.87	Translates to HN53
Specialist Year 9	<i>HN57*</i>	\$203.24	Translates to HN58
Executive Specialist - Bottom of Range	<i>HN62*</i>	\$203.24	Translates to HN63
Executive Specialist - Top of Range	<i>HN67*</i>	\$231.80	Translates to HN68

**TABLE 1.4B – Fractional Doctors – 14.1 – 17.5 hrs/week (from FFPPOA 1 March 2022 until FFPPOA 1 July 2022); then 10.6 – 17.5 hrs/week (from FFPPOA 1 July 2022)**

Classification/Pay Point	Paycode	Hourly Pay Rates		
		FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
Specialist Year 1	<b>HN18</b>	\$158.85	\$162.82	\$166.89
Specialist Year 2	<b>HN23</b>	\$161.52	\$165.56	\$169.70
Specialist Year 3	<b>HN28</b>	\$168.10	\$172.30	\$176.61
Specialist Year 4	<b>HN33</b>	\$174.47	\$178.83	\$183.30
Specialist Year 5	<b>HN38</b>	\$181.05	\$185.57	\$190.21
Specialist Year 6	<b>HN43</b>	\$187.42	\$192.10	\$196.90
Specialist Year 7	<b>HN48</b>	\$193.48	\$198.32	\$203.27
Specialist Year 8	<b>HN53</b>	\$199.75	\$204.74	\$209.86
Specialist Year 9	<b>HN58</b>	\$206.22	\$211.37	\$216.66
Executive Specialist - Bottom of Range	<b>HN63</b>	\$206.22	\$211.37	\$216.66
Executive Specialist - Top of Range	<b>HN68</b>	\$236.33	\$242.23	\$248.29

**TABLE 1.5 – Fractional Doctors - 17.6+ hrs/week**

Classification/Pay Point	Paycode	Hourly Pay Rates		
		FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
Specialist Year 1	<b>HN19</b>	\$161.52	\$165.56	\$169.70
Specialist Year 2	<b>HN24</b>	\$164.50	\$168.62	\$172.83
Specialist Year 3	<b>HN29</b>	\$171.18	\$175.46	\$179.85
Specialist Year 4	<b>HN34</b>	\$177.45	\$181.89	\$186.43
Specialist Year 5	<b>HN39</b>	\$184.33	\$188.94	\$193.67
Specialist Year 6	<b>HN44</b>	\$191.22	\$196.00	\$200.90
Specialist Year 7	<b>HN49</b>	\$197.38	\$202.32	\$207.38
Specialist Year 8	<b>HN54</b>	\$203.86	\$208.95	\$214.18
Specialist Year 9	<b>HN59</b>	\$210.53	\$215.80	\$221.19
Executive Specialist - Bottom of Range	<b>HN64</b>	\$210.53	\$215.80	\$221.19
Executive Specialist - Top of Range	<b>HN69</b>	\$240.54	\$246.55	\$252.71

## PART 2: Allowances and other payments

**TABLE 2.1 – Continuing Medical Education Support Reimbursement Caps (Annual Amounts\*)**

FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
\$29,000.16	\$29,725.16	\$30,468.29

\* pro rata for Fractional Doctors (1/35th per contracted hour)

**TABLE 2.2 – Travelling Allowance (per km)**

	FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
Engine capacity less than 3800cc	\$0.90	\$0.93	\$0.95
Engine capacity 3800cc and over	\$1.10	\$1.13	\$1.16

**TABLE 2.3 – Insurance Allowance (per annum\*)**

FFPPOA 1 Mar 2022	FFPPOA 1 Sep 2023	FFPPOA 1 March 2025
\$595.95	\$612.34	\$629.18

\* pro rata for Fractional Doctors (1/35th per contracted hour)

### PART 3: Shift Penalty Payments

TABLE 3.1A - Full Time Doctors who don't receive Private Practice Income (Column 2) – FFPPOA 1 March 2022

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Specialist Year 1	<b>HM33</b>	\$31.56	\$94.69	\$63.13	\$126.25
Specialist Year 2	<b>HM34</b>	\$33.68	\$101.03	\$67.35	\$134.70
Specialist Year 3	<b>HM35</b>	\$34.98	\$104.95	\$69.97	\$139.93
Specialist Year 4	<b>HM36</b>	\$36.35	\$109.06	\$72.71	\$145.42
Specialist Year 5	<b>HM37</b>	\$37.77	\$113.31	\$75.54	\$151.07
Specialist Year 6	<b>HM38</b>	\$39.24	\$117.73	\$78.48	\$156.97
Specialist Year 7	<b>HM39</b>	\$40.01	\$120.04	\$80.03	\$160.05
Specialist Year 8	<b>HM40</b>	\$42.38	\$127.14	\$84.76	\$169.52
Specialist Year 9	<b>HM41</b>	\$43.40	\$130.20	\$86.80	\$173.60
Executive Specialist - Bottom of Range	<b>HM42</b>	\$43.40	\$130.20	\$86.80	\$173.60
Executive Specialist -	<b>HM43</b>	\$49.91	\$149.73	\$99.82	\$199.64

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Top of Range					

**TABLE 3.1B - Full Time Doctors who don't receive Private Practice Income (Column 2) – FFPPOA 1 September 2023**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Specialist Year 1	<b>HM33</b>	\$32.35	\$97.05	\$64.70	\$129.41
Specialist Year 2	<b>HM34</b>	\$34.52	\$103.55	\$69.04	\$138.07
Specialist Year 3	<b>HM35</b>	\$35.86	\$107.57	\$71.72	\$143.43
Specialist Year 4	<b>HM36</b>	\$37.26	\$111.79	\$74.53	\$149.05
Specialist Year 5	<b>HM37</b>	\$38.71	\$116.14	\$77.43	\$154.85

		<b>Hourly Penalty Rates for work performed within the applicable timeframe</b>			
	<b>Paycode</b>	<b>Monday to Thursday, between 6:00pm and midnight (25%)</b>	<b>Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)</b>	<b>Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)</b>	<b>Sunday, between midnight and 7:00am (Monday) (100%)</b>
Specialist Year 6	<b>HM38</b>	\$40.22	\$120.67	\$80.45	\$160.89
Specialist Year 7	<b>HM39</b>	\$41.01	\$123.04	\$82.03	\$164.06
Specialist Year 8	<b>HM40</b>	\$43.44	\$130.32	\$86.88	\$173.76
Specialist Year 9	<b>HM41</b>	\$44.48	\$133.45	\$88.97	\$177.94
Executive Specialist - Bottom of Range	<b>HM42</b>	\$44.48	\$133.45	\$88.97	\$177.94
Executive Specialist - Top of Range	<b>HM43</b>	\$51.16	\$153.47	\$102.31	\$204.63



**TABLE 3.1C - Full Time Doctors who don't receive Private Practice Income (Column 2) – FFPPOA 1 March 2025**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Specialist Year 1	<b>HM33</b>	\$33.16	\$99.48	\$66.32	\$132.64
Specialist Year 2	<b>HM34</b>	\$35.38	\$106.14	\$70.76	\$141.52
Specialist Year 3	<b>HM35</b>	\$36.75	\$110.26	\$73.51	\$147.02
Specialist Year 4	<b>HM36</b>	\$38.19	\$114.58	\$76.39	\$152.78
Specialist Year 5	<b>HM37</b>	\$39.68	\$119.04	\$79.36	\$158.72
Specialist Year 6	<b>HM38</b>	\$41.23	\$123.68	\$82.46	\$164.91
Specialist Year 7	<b>HM39</b>	\$42.04	\$126.12	\$84.08	\$168.16
Specialist Year 8	<b>HM40</b>	\$44.53	\$133.58	\$89.05	\$178.10
Specialist Year 9	<b>HM41</b>	\$45.60	\$136.79	\$91.19	\$182.38
Executive Specialist - Bottom of Range	<b>HM42</b>	\$45.60	\$136.79	\$91.19	\$182.38
Executive Specialist - Top of Range	<b>HM43</b>	\$52.44	\$157.31	\$104.87	\$209.74

**TABLE 3.2A - Full Time Doctors who receive Private Practice Income (Column 1) – FFPPOA 1 March 2022**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Specialist Year 1	<b>HM33</b>	\$25.60	\$76.81	\$51.21	\$102.41
Specialist Year 2	<b>HM34</b>	\$27.32	\$81.95	\$54.63	\$109.27
Specialist Year 3	<b>HM35</b>	\$28.38	\$85.14	\$56.76	\$113.51
Specialist Year 4	<b>HM36</b>	\$29.49	\$88.47	\$58.98	\$117.95
Specialist Year 5	<b>HM37</b>	\$30.64	\$91.91	\$61.27	\$122.55
Specialist Year 6	<b>HM38</b>	\$31.83	\$95.49	\$63.66	\$127.32
Specialist Year 7	<b>HM39</b>	\$32.46	\$97.37	\$64.91	\$129.83
Specialist Year 8	<b>HM40</b>	\$34.38	\$103.13	\$68.75	\$137.51
Specialist Year 9	<b>HM41</b>	\$35.20	\$105.61	\$70.41	\$140.82
Executive Specialist - Bottom of Range	<b>HM42</b>	\$35.20	\$105.61	\$70.41	\$140.82
Executive Specialist - Top of Range	<b>HM43</b>	\$40.48	\$121.45	\$80.97	\$161.94

**TABLE 3.2B - Full Time Doctors who receive Private Practice Income (Column 1) – FFPPOA 1 September 2023**

		<b>Hourly Penalty Rates for work performed within the applicable timeframe</b>			
	<b>Paycode</b>	<b>Monday to Thursday, between 6:00pm and midnight (25%)</b>	<b>Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)</b>	<b>Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)</b>	<b>Sunday, between midnight and 7:00am (Monday) (100%)</b>
Specialist Year 1	<b>HM33</b>	\$26.24	\$78.73	\$52.49	\$104.98
Specialist Year 2	<b>HM34</b>	\$28.00	\$84.00	\$56.00	\$112.00
Specialist Year 3	<b>HM35</b>	\$29.09	\$87.26	\$58.18	\$116.35
Specialist Year 4	<b>HM36</b>	\$30.23	\$90.68	\$60.45	\$120.90
Specialist Year 5	<b>HM37</b>	\$31.40	\$94.21	\$62.80	\$125.61
Specialist Year 6	<b>HM38</b>	\$32.63	\$97.88	\$65.25	\$130.50
Specialist Year 7	<b>HM39</b>	\$33.27	\$99.80	\$66.54	\$133.07
Specialist Year 8	<b>HM40</b>	\$35.24	\$105.71	\$70.47	\$140.95
Specialist Year 9	<b>HM41</b>	\$36.08	\$108.25	\$72.17	\$144.34
Executive Specialist - Bottom of Range	<b>HM42</b>	\$36.08	\$108.25	\$72.17	\$144.34
Executive Specialist - Top of Range	<b>HM43</b>	\$41.50	\$124.49	\$82.99	\$165.99

**TABLE 3.2C - Full Time Doctors who receive Private Practice Income (Column 1) – FFPPOA 1 March 2025**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
Specialist Year 1	<b>HM33</b>	\$26.90	\$80.70	\$53.80	\$107.60
Specialist Year 2	<b>HM34</b>	\$28.70	\$86.10	\$57.40	\$114.80
Specialist Year 3	<b>HM35</b>	\$29.82	\$89.45	\$59.63	\$119.26
Specialist Year 4	<b>HM36</b>	\$30.98	\$92.94	\$61.96	\$123.93
Specialist Year 5	<b>HM37</b>	\$32.19	\$96.56	\$64.37	\$128.75
Specialist Year 6	<b>HM38</b>	\$33.44	\$100.32	\$66.88	\$133.77
Specialist Year 7	<b>HM39</b>	\$34.10	\$102.30	\$68.20	\$136.40
Specialist Year 8	<b>HM40</b>	\$36.12	\$108.35	\$72.24	\$144.47
Specialist Year 9	<b>HM41</b>	\$36.99	\$110.96	\$73.97	\$147.94
Executive Specialist - Bottom of Range	<b>HM42</b>	\$36.99	\$110.96	\$73.97	\$147.94
Executive Specialist - Top of Range	<b>HM43</b>	\$42.53	\$127.60	\$85.07	\$170.13

**TABLE 3.3A – Fractional Doctors – FFPPOA 1 March 2022**

**Note: classifications marked with *italics* and an Asterix (\*) cease to be used from FFPPOA 1 July 2022**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 1</b>					
0.1 - 7 hrs p/wk*	<b>HN15*</b>	\$37.68	\$113.05	\$75.37	\$150.73
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN16</b>	\$38.12	\$114.36	\$76.24	\$152.48
10.6 – 14.0 hrs p/wk*	<b>HN17*</b>	\$38.92	\$116.75	\$77.83	\$155.67
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN18</b>	\$39.71	\$119.14	\$79.43	\$158.85
17.6+ hrs p/wk	<b>HN19</b>	\$40.38	\$121.14	\$80.76	\$161.52
<b>Specialist Year 2</b>					
0.1 - 7 hrs p/wk*	<b>HN20*</b>	\$38.38	\$115.13	\$76.75	\$153.51

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	HN21	\$38.74	\$116.21	\$77.47	\$154.95
10.6 – 14.0 hrs p/wk*	HN22*	\$39.69	\$119.06	\$79.37	\$158.75
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	HN23	\$40.38	\$121.14	\$80.76	\$161.52
17.6+ hrs p/wk	HN24	\$41.13	\$123.38	\$82.25	\$164.50
<b>Specialist Year 3</b>					
0.1 - 7 hrs p/wk*	HN25*	\$39.89	\$119.68	\$79.79	\$159.57
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	HN26	\$40.25	\$120.76	\$80.50	\$161.01
10.6 – 14.0 hrs p/wk*	HN27*	\$41.20	\$123.61	\$82.41	\$164.81
14.1 – 17.5 hrs p/wk*	HN28	\$42.02	\$126.07	\$84.05	\$168.10

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)					
17.6+ hrs p/wk	<b>HN29</b>	\$42.80	\$128.39	\$85.59	\$171.18
<b>Specialist Year 4</b>					
0.1 - 7 hrs p/wk*	<b>HN30*</b>	\$41.41	\$124.22	\$82.82	\$165.63
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN31</b>	\$41.84	\$125.53	\$83.69	\$167.38
10.6 – 14.0 hrs p/wk*	<b>HN32*</b>	\$42.82	\$128.46	\$85.64	\$171.28
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN33</b>	\$43.62	\$130.85	\$87.23	\$174.47
17.6+ hrs p/wk	<b>HN34</b>	\$44.36	\$133.09	\$88.72	\$177.45
<b>Specialist Year 5</b>					

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
0.1 - 7 hrs p/wk*	<b>HN35*</b>	\$42.95	\$128.85	\$85.90	\$171.80
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN36</b>	\$43.39	\$130.16	\$86.77	\$173.54
10.6 – 14.0 hrs p/wk*	<b>HN37*</b>	\$44.39	\$133.16	\$88.78	\$177.55
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN38</b>	\$45.26	\$135.78	\$90.52	\$181.05
17.6+ hrs p/wk	<b>HN39</b>	\$46.08	\$138.25	\$92.17	\$184.33
<b>Specialist Year 6</b>					
0.1 - 7 hrs p/wk*	<b>HN40*</b>	\$44.52	\$133.55	\$89.03	\$178.07
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN41</b>	\$44.98	\$134.94	\$89.96	\$179.92
10.6 – 14.0 hrs p/wk*	<b>HN42*</b>	\$45.98	\$137.94	\$91.96	\$183.92



		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN43</b>	\$46.85	\$140.56	\$93.71	\$187.42
17.6+ hrs p/wk	<b>HN44</b>	\$47.80	\$143.41	\$95.61	\$191.22
<b>Specialist Year 7</b>					
0.1 - 7 hrs p/wk*	<b>HN45*</b>	\$45.98	\$137.94	\$91.96	\$183.92
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN46</b>	\$46.49	\$139.48	\$92.99	\$185.98
10.6 – 14.0 hrs p/wk*	<b>HN47*</b>	\$47.65	\$142.95	\$95.30	\$190.60
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN48</b>	\$48.37	\$145.11	\$96.74	\$193.48
17.6+ hrs p/wk	<b>HN49</b>	\$49.35	\$148.04	\$98.69	\$197.38

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 8</b>					
0.1 - 7 hrs p/wk*	<b>HN50*</b>	\$47.50	\$142.49	\$94.99	\$189.98
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN51</b>	\$47.98	\$143.95	\$95.97	\$191.94
10.6 – 14.0 hrs p/wk*	<b>HN52*</b>	\$49.22	\$147.65	\$98.43	\$196.87
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN53</b>	\$49.94	\$149.81	\$99.87	\$199.75
17.6+ hrs p/wk	<b>HN54</b>	\$50.96	\$152.89	\$101.93	\$203.86
<b>Specialist Year 9</b>					
0.1 - 7 hrs p/wk*	<b>HN55*</b>	\$49.24	\$147.73	\$98.49	\$196.97
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN56</b>	\$49.60	\$148.81	\$99.21	\$198.41

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
10.6 – 14.0 hrs p/wk*	<b>HN57*</b>	\$50.81	\$152.43	\$101.62	\$203.24
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN58</b>	\$51.55	\$154.66	\$103.11	\$206.22
17.6+ hrs p/wk	<b>HN59</b>	\$52.63	\$157.90	\$105.27	\$210.53
<b>Executive Specialist - Bottom of Range</b>					
0.1 - 7 hrs p/wk*	<b>HN60*</b>	\$49.24	\$147.73	\$98.49	\$196.97
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN61</b>	\$49.60	\$148.81	\$99.21	\$198.41
10.6 – 14.0 hrs p/wk*	<b>HN62*</b>	\$50.81	\$152.43	\$101.62	\$203.24
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN63</b>	\$51.55	\$154.66	\$103.11	\$206.22

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Friday (Monday to Thursday from 1 March 2023), between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight & Friday, between 6:00pm and midnight from 1 March 2023 (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
17.6+ hrs p/wk	<b>HN64</b>	\$52.63	\$157.90	\$105.27	\$210.53
<b>Executive Specialist - Top of Range</b>					
0.1 - 7 hrs p/wk*	<b>HN65*</b>	\$56.10	\$168.30	\$112.20	\$224.41
7.1 – 10.5 hrs p/wk* 0.1 – 10.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN66</b>	\$56.67	\$170.00	\$113.33	\$226.67
10.6 – 14.0 hrs p/wk*	<b>HN67*</b>	\$57.95	\$173.85	\$115.90	\$231.80
14.1 – 17.5 hrs p/wk* 10.6 – 17.5 hrs p/wk (from FFPPOA 1 July 2022)	<b>HN68</b>	\$59.08	\$177.24	\$118.16	\$236.33
17.6+ hrs p/wk	<b>HN69</b>	\$60.13	\$180.40	\$120.27	\$240.54

**TABLE 3.3B – Fractional Doctors – FFPPOA 1 September 2023**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 1</b>					
0.1 – 10.5 hrs p/wk	<b>HN16</b>	\$39.07	\$117.22	\$78.15	\$156.29
10.6 – 17.5 hrs p/wk	<b>HN18</b>	\$40.71	\$122.12	\$81.41	\$162.82
17.6+ hrs p/wk	<b>HN19</b>	\$41.39	\$124.17	\$82.78	\$165.56
<b>Specialist Year 2</b>					
0.1 – 10.5 hrs p/wk	<b>HN21</b>	\$39.71	\$119.12	\$79.41	\$158.82
10.6 – 17.5 hrs p/wk	<b>HN23</b>	\$41.39	\$124.17	\$82.78	\$165.56
17.6+ hrs p/wk	<b>HN24</b>	\$42.15	\$126.46	\$84.31	\$168.62
<b>Specialist Year 3</b>					
0.1 – 10.5 hrs p/wk	<b>HN26</b>	\$41.26	\$123.78	\$82.52	\$165.03
10.6 – 17.5 hrs p/wk	<b>HN28</b>	\$43.08	\$129.23	\$86.15	\$172.30
17.6+ hrs p/wk	<b>HN29</b>	\$43.87	\$131.60	\$87.73	\$175.46

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 4</b>					
0.1 – 10.5 hrs p/wk	<b>HN31</b>	\$42.89	\$128.67	\$85.78	\$171.56
10.6 – 17.5 hrs p/wk	<b>HN33</b>	\$44.71	\$134.12	\$89.42	\$178.83
17.6+ hrs p/wk	<b>HN34</b>	\$45.47	\$136.41	\$90.94	\$181.89
<b>Specialist Year 5</b>					
0.1 – 10.5 hrs p/wk	<b>HN36</b>	\$44.47	\$133.41	\$88.94	\$177.88
10.6 – 17.5 hrs p/wk	<b>HN38</b>	\$46.39	\$139.18	\$92.79	\$185.57
17.6+ hrs p/wk	<b>HN39</b>	\$47.24	\$141.71	\$94.47	\$188.94
<b>Specialist Year 6</b>					
0.1 – 10.5 hrs p/wk	<b>HN41</b>	\$46.10	\$138.31	\$92.21	\$184.41
10.6 – 17.5 hrs p/wk	<b>HN43</b>	\$48.03	\$144.08	\$96.05	\$192.10
17.6+ hrs p/wk	<b>HN44</b>	\$49.00	\$147.00	\$98.00	\$196.00
<b>Specialist Year 7</b>					

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
0.1 – 10.5 hrs p/wk	<b>HN46</b>	\$47.66	\$142.97	\$95.31	\$190.63
10.6 – 17.5 hrs p/wk	<b>HN48</b>	\$49.58	\$148.74	\$99.16	\$198.32
17.6+ hrs p/wk	<b>HN49</b>	\$50.58	\$151.74	\$101.16	\$202.32
<b>Specialist Year 8</b>					
0.1 – 10.5 hrs p/wk	<b>HN51</b>	\$49.18	\$147.55	\$98.37	\$196.74
10.6 – 17.5 hrs p/wk	<b>HN53</b>	\$51.18	\$153.55	\$102.37	\$204.74
17.6+ hrs p/wk	<b>HN54</b>	\$52.24	\$156.71	\$104.48	\$208.95
<b>Specialist Year 9</b>					
0.1 – 10.5 hrs p/wk	<b>HN56</b>	\$50.84	\$152.53	\$101.69	\$203.37
10.6 – 17.5 hrs p/wk	<b>HN58</b>	\$52.84	\$158.53	\$105.69	\$211.37
17.6+ hrs p/wk	<b>HN59</b>	\$53.95	\$161.85	\$107.90	\$215.80
<b>Executive Specialist - Bottom of Range</b>					

		<b>Hourly Penalty Rates for work performed within the applicable timeframe</b>			
	<b>Paycode</b>	<b>Monday to Thursday, between 6:00pm and midnight (25%)</b>	<b>Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)</b>	<b>Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)</b>	<b>Sunday, between midnight and 7:00am (Monday) (100%)</b>
0.1 – 10.5 hrs p/wk	<b>HN61</b>	\$50.84	\$152.53	\$101.69	\$203.37
10.6 – 17.5 hrs p/wk	<b>HN63</b>	\$52.84	\$158.53	\$105.69	\$211.37
17.6+ hrs p/wk	<b>HN64</b>	\$53.95	\$161.85	\$107.90	\$215.80
<b>Executive Specialist - Top of Range</b>					
0.1 – 10.5 hrs p/wk	<b>HN66</b>	\$58.08	\$174.25	\$116.17	\$232.33
10.6 – 17.5 hrs p/wk	<b>HN68</b>	\$60.56	\$181.67	\$121.12	\$242.23
17.6+ hrs p/wk	<b>HN69</b>	\$61.64	\$184.91	\$123.28	\$246.55



**TABLE 3.3C – Fractional Doctors – FFPPOA 1 March 2025**

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 1</b>					
0.1 – 10.5 hrs p/wk	<b>HN16</b>	\$40.05	\$120.15	\$80.10	\$160.20
10.6 – 17.5 hrs p/wk	<b>HN18</b>	\$41.72	\$125.17	\$83.45	\$166.89
17.6+ hrs p/wk	<b>HN19</b>	\$42.43	\$127.28	\$84.85	\$169.70
<b>Specialist Year 2</b>					
0.1 – 10.5 hrs p/wk	<b>HN21</b>	\$40.70	\$122.09	\$81.40	\$162.79
10.6 – 17.5 hrs p/wk	<b>HN23</b>	\$42.43	\$127.28	\$84.85	\$169.70
17.6+ hrs p/wk	<b>HN24</b>	\$43.21	\$129.62	\$86.42	\$172.83
<b>Specialist Year 3</b>					
0.1 – 10.5 hrs p/wk	<b>HN26</b>	\$42.29	\$126.87	\$84.58	\$169.16
10.6 – 17.5 hrs p/wk	<b>HN28</b>	\$44.15	\$132.46	\$88.30	\$176.61
17.6+ hrs p/wk	<b>HN29</b>	\$44.96	\$134.89	\$89.92	\$179.85

		Hourly Penalty Rates for work performed within the applicable timeframe			
	Paycode	Monday to Thursday, between 6:00pm and midnight (25%)	Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)	Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)	Sunday, between midnight and 7:00am (Monday) (100%)
<b>Specialist Year 4</b>					
0.1 – 10.5 hrs p/wk	<b>HN31</b>	\$43.96	\$131.89	\$87.93	\$175.85
10.6 – 17.5 hrs p/wk	<b>HN33</b>	\$45.83	\$137.48	\$91.65	\$183.30
17.6+ hrs p/wk	<b>HN34</b>	\$46.61	\$139.82	\$93.22	\$186.43
<b>Specialist Year 5</b>					
0.1 – 10.5 hrs p/wk	<b>HN36</b>	\$45.58	\$136.75	\$91.17	\$182.33
10.6 – 17.5 hrs p/wk	<b>HN38</b>	\$47.55	\$142.66	\$95.11	\$190.21
17.6+ hrs p/wk	<b>HN39</b>	\$48.42	\$145.25	\$96.83	\$193.67
<b>Specialist Year 6</b>					
0.1 – 10.5 hrs p/wk	<b>HN41</b>	\$47.26	\$141.77	\$94.51	\$189.02
10.6 – 17.5 hrs p/wk	<b>HN43</b>	\$49.23	\$147.68	\$98.45	\$196.90
17.6+ hrs p/wk	<b>HN44</b>	\$50.22	\$150.67	\$100.45	\$200.90
<b>Specialist Year 7</b>					

		<b>Hourly Penalty Rates for work performed within the applicable timeframe</b>			
	<b>Paycode</b>	<b>Monday to Thursday, between 6:00pm and midnight (25%)</b>	<b>Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)</b>	<b>Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)</b>	<b>Sunday, between midnight and 7:00am (Monday) (100%)</b>
0.1 – 10.5 hrs p/wk	<b>HN46</b>	\$48.85	\$146.54	\$97.70	\$195.39
10.6 – 17.5 hrs p/wk	<b>HN48</b>	\$50.82	\$152.45	\$101.64	\$203.27
17.6+ hrs p/wk	<b>HN49</b>	\$51.84	\$155.53	\$103.69	\$207.38
<b>Specialist Year 8</b>					
0.1 – 10.5 hrs p/wk	<b>HN51</b>	\$50.41	\$151.24	\$100.83	\$201.65
10.6 – 17.5 hrs p/wk	<b>HN53</b>	\$52.46	\$157.39	\$104.93	\$209.86
17.6+ hrs p/wk	<b>HN54</b>	\$53.54	\$160.63	\$107.09	\$214.18
<b>Specialist Year 9</b>					
0.1 – 10.5 hrs p/wk	<b>HN56</b>	\$52.11	\$156.34	\$104.23	\$208.45
10.6 – 17.5 hrs p/wk	<b>HN58</b>	\$54.16	\$162.49	\$108.33	\$216.66
17.6+ hrs p/wk	<b>HN59</b>	\$55.30	\$165.89	\$110.60	\$221.19
<b>Executive Specialist - Bottom of Range</b>					

		<b>Hourly Penalty Rates for work performed within the applicable timeframe</b>			
	<b>Paycode</b>	<b>Monday to Thursday, between 6:00pm and midnight (25%)</b>	<b>Monday to Friday, between midnight and 7:00am; Saturday, between midnight and 7:00am (Sunday); Sunday, between 7.00am and midnight (75%)</b>	<b>Saturday, between 7:00am and midnight; Friday, between 6:00pm and midnight (50%)</b>	<b>Sunday, between midnight and 7:00am (Monday) (100%)</b>
0.1 – 10.5 hrs p/wk	<b>HN61</b>	\$52.11	\$156.34	\$104.23	\$208.45
10.6 – 17.5 hrs p/wk	<b>HN63</b>	\$54.16	\$162.49	\$108.33	\$216.66
17.6+ hrs p/wk	<b>HN64</b>	\$55.30	\$165.89	\$110.60	\$221.19
<b>Executive Specialist - Top of Range</b>					
0.1 – 10.5 hrs p/wk	<b>HN66</b>	\$59.54	\$178.61	\$119.07	\$238.14
10.6 – 17.5 hrs p/wk	<b>HN68</b>	\$62.07	\$186.22	\$124.14	\$248.29
17.6+ hrs p/wk	<b>HN69</b>	\$63.18	\$189.54	\$126.36	\$252.71

### APPENDIX 3 – CONTINUING MEDICAL EDUCATION STANDARD CLAIM FORM

The following standard claim form (or online equivalent) for Continuing Medical Education reimbursement can be used by a Health Service in accordance with subclause 41.4(a).

Any additional information required by the Health Service must be kept to a minimum.

[insert Health Service name]

#### CONTINUING MEDICAL EDUCATION REIMBURSEMENT FORM

##### IMPORTANT

- Please attach all original documentation & information requested with this reimbursement form
- Once completed forward this form to your Unit Head and/or Program Director for approval
- Once authorised forward to Finance Department marked attention “CME Reimbursement Claims”
- All payments will be processed via EFT to your nominated bank account

DATE OF REQUEST: \_\_\_\_\_

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DOCTOR NUMBER: \_\_\_\_\_

DOCTOR ADDRESS: \_\_\_\_\_

BANK: \_\_\_\_\_

BANK & BRANCH NO. (BSB):

			-			
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ACCOUNT NUMBER:

--	--	--	--	--	--	--	--	--	--

Fax number for forwarding advices (REQUIRED): \_\_\_\_\_

E-mail: \_\_\_\_\_

TOTAL TO BE CLAIMED \$ \_\_\_\_\_

DETAILS OF CME CLAIM: \_\_\_\_\_

\_\_\_\_\_

APPROVED BY:

UNIT HEAD \_\_\_\_\_ PROGRAM DIRECTOR \_\_\_\_\_

Cost Centre	Account Code	DESCRIPTION	AMOUNT
		<b>CME – CONFERENCE COSTS</b> (i.e. registration fees, conference materials)	
		<b>CME – TRAVEL COSTS</b> (i.e. airfare tickets, train tickets, mileage etc)	
		<b>CME – ACCOMMODATION COSTS</b> (i.e. room)	
		<b>CME – PER DIEM COSTS</b> (i.e. business centre facilities, per diem rates)	
		<b>CME – OTHER</b> (i.e. books, CDs, portable technological aids, subscriptions, meals, taxi fares, parking fees, childcare)	

**CHECK LIST (please tick)**

- I have attached supporting documentation and original receipts for all claims. An original TAX INVOICE is attached for all claims over \$55.00 incurred within Australia.
- If this claim relates to interstate travel of 5 or more nights' duration or overseas travel of any duration, a TRAVEL DIARY and CONFERENCE ITINERARY is to be attached.

**ENSURE DECLARATION OVER PAGE IS COMPLETED**

**1. FBT DECLARATION**

I \_\_\_\_\_ declare that:

\_\_\_\_\_  
(Show nature of expenses, eg. conference, books, subscription, etc.)

were provided to me, or to my Health Service for my behalf, during the period

from \_\_\_\_\_ to \_\_\_\_\_

and the expenses were reasonably and necessarily incurred for the following purpose(s):

\_\_\_\_\_  
Eg. Professional Development  
(Please provide sufficient information to demonstrate the extent of the expenses were incurred by you for the purpose of earning your assessable income)

I also declare that the percentage of those expenses incurred in earning my assessable income is \_\_\_\_\_ %.

## 2. FUNDING ENTITLEMENT DECLARATION

I \_\_\_\_\_ declare that:

- I am entitled to make a claim for reimbursement of reasonable and necessarily incurred Continuing Medical Education expenses in accordance with the provisions outlined in the relevant workplace agreement; and
- I have not already claimed reimbursement of these costs with this or another Victorian Health Service; and
- Except where an alternative arrangement is explicitly provided in my contract of employment, the cumulative total of this claim and any other claims made relating to the current financial year at this Victorian Health Service **does not exceed \$[amount]\*** where I hold a single full-time appointment, or pro-rata thereof (for each 0.1 fraction or 3.5 hours) **up to a maximum of [amount]\*** based on my combined fractional allocations or appointments at this and other Victorian Health Services; and
- Where claims submitted by me at this and/or other Victorian Health Services, inclusive of FBT and GST considerations, exceed the maximum reimbursement for any financial year, I agree that my claim will be reduced to reflect that maximum amount, or where claims already submitted at this and/or other Victorian Health Services, have exceeded the maximum reimbursement amount for any financial year, I agree to reimburse the relevant Victorian Health Service for any overpayment received.

**Specialist Signature** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Finance Use Only – PROCESSED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX 4 – 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 was employed in a role or classification covered by the *Medical Specialists (Victorian Public Health Sector) (AMA Victoria/ASMOF) (Single Interest Employers) Enterprise Agreement 2021 – 2025* (or its predecessor agreements) from the period \_\_\_\_\_ 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

During the above period, the Doctor transferred Long Service Leave accrued in respect of the period \_\_\_\_\_ to \_\_\_\_\_, to another employer or employers.

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

The Doctor remains employed with (Name of Institution)

Position held:

Classification Held:



Signed:

(Stamp of Institution):

**APPENDIX 5 – LIST OF LOCAL CERTIFIED AGREEMENTS AND ENTERPRISE AGREEMENTS IN OPERATION IMMEDIATELY PRIOR TO 17 DECEMBER 2013**

1.	AMA, ASMOF - Wodonga Regional Health Service Medical Specialist and General Practitioner Agreement 2005 <b>Agreement ID:</b> AG846077
2.	Bayside Health and Australian Medical Association Visiting Medical Officers Agreement 2003 <b>Agreement ID:</b> AG834322
3.	Bayside Health and Australian Medical Association (Victoria) Full-time Hospital Specialists and Medical Administrators Agreement 2004 <b>Agreement ID:</b> AG838347
4.	AMA Bayside Health Sandringham Hospital General Practitioner Obstetricians Certified Agreement 2001 <b>Agreement ID:</b> AG810270
5.	Austin Health - AMA (Medical Staff) Certified Agreement 2004 <b>Agreement ID:</b> AG837217
6.	AMA - Ballarat Health Services Visiting Medical Officers Agreement 2003 <b>Agreement ID:</b> AG833777
7.	AMA - Barwon Health Full-Time Anaesthetists Certified Agreement 2001 <b>Agreement ID:</b> AG814205
8.	AMA, Barwon Health Full-Time Hospital Specialists Certified Agreement 2001 <b>Agreement ID:</b> AG818221
9.	Barwon Health Visiting Medical Specialists Certified Agreement 2003 <b>Agreement ID:</b> AG842271
10.	AMA, ASMOF, Bendigo Health Care Group Visiting Medical Officer Certified Agreement 2003 <b>Agreement ID:</b> AG832206
11.	AMA - Calvary Health Care Bethlehem (Medical Specialists) Certified Agreement 2003 <b>Agreement ID:</b> AG832410
12.	AMA & Dental Health Services Victoria Visiting Specialist Anaesthetists Agreement 2003 <b>Agreement ID:</b> AG833733
13.	AMA, ASMOF, Eastern Health Service, General Practitioner Obstetrician Visiting Medical Officer Certified Agreement 2004 <b>Agreement ID:</b> AG838279
14.	Eastern Health - AMA Visiting Medical Officers Agreement 2005 <b>Agreement ID:</b> AG846405

15.	Eastern Health - AMA Full Time Medical Specialists Certified Agreement 2005 <b>Agreement ID:</b> AG846407
16.	AMA, Goulburn Valley Health (Full-Time Specialist Medical Officers) Certified Agreement 2002 <b>Agreement ID:</b> AG833216
17.	Australian Medical Association and Melbourne Health Hospital Specialists Agreement 2002 <b>Agreement ID:</b> AG838273
18.	AMA, Mercy Hospital for Women, Visiting Medical Officers Certified Agreement 2002 <b>Agreement ID:</b> AG816602
19.	Mercy Hospital for Women Specialist Neonatologists Agreement 2009-2012 <b>Agreement ID:</b> AE873696
20.	AMA Southern Health Full Time Specialists Certified Agreement 2002 <b>Agreement ID:</b> AG836332
21.	Australian Medical Association, Northern Health Hospital Specialists Agreement 2002 <b>Agreement ID:</b> AG834493
22.	AMA Peninsula Health (Senior Medical Specialists) Certified Agreement 2002 <b>Agreement ID:</b> AG833732
23.	AMA Peter MacCallum Cancer Centre [Senior Medical Specialists] Certified Agreement 2002-2005 <b>Agreement ID:</b> AG843821
24.	AMA Women's and Children's Health [Senior Medical Specialists] Certified Agreement 2003 <b>Agreement ID:</b> AG833761
25.	Australian Medical Association, Royal Children's Hospital Full Time Anaesthetists Certified Agreement 2002 <b>Agreement ID:</b> AG829264
26.	AMA - Royal Victorian Eye & Ear Hospital (Visiting Specialist Anaesthetists) Certified Agreement 2001 <b>Agreement ID:</b> AG806669
27.	AMA Royal Victorian Eye and Ear Hospital [Senior Medical Specialists] Certified Agreement 2004 <b>Agreement ID:</b> AG837880
28.	St Vincent's Hospital (Melbourne) Limited (Full Time Radiologists and Nuclear Medicine Physicians at CMMI) Certified Agreement 1998 <b>Agreement ID:</b> AG797910
29.	St Vincent's Health (Melbourne) Senior Medical Staff (Visiting Medical Officers) Certified Agreement 2003 <b>Agreement ID:</b> AG826702

30.	St Vincent's Health (Melbourne) Medical Specialists (Pathologists) Certified Agreement 2003 <b>Agreement ID:</b> AG833762
31.	St Vincent's Health (Melbourne) Limited Fulltime Medical Specialists (Anaesthetists) Certified Agreement 2004 <b>Agreement ID:</b> AG838338
32.	Western Health (Staff Specialist Anaesthetists) Certified Agreement 2006 <b>Agreement ID:</b> AC300038
33.	Australian Medical Association and Western Health Hospital Specialists Agreement 2002 <b>Agreement ID:</b> AG838339
34.	Western Health (Specialist Emergency Physicians) Certified Agreement 2005 <b>Agreement ID:</b> AG843827

## APPENDIX 6 – AGREEMENT TO TAKE ANNUAL LEAVE IN ADVANCE

### Agreement to Take Annual Leave in Advance

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age – include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**APPENDIX 7 – AGREEMENT TO CASH OUT ANNUAL LEAVE**

**Agreement to Cash Out Annual Leave**

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_