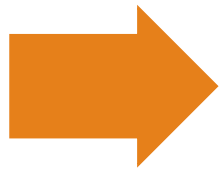


Clinical Support Time Implementation Guide

AMA Victoria - Victorian Public Health Sector - Medical Specialists Enterprise Agreement 2018-2021

*This Implementation Guide has been jointly developed between the Victorian Hospitals' Industrial Association, AMA Victoria and ASMOF (**the parties**) to provide clarity as to the intention of the parties in implementing Clinical Support Time arrangements as prescribed at Clause 18 and of the AMA Victoria - Victorian Public Health Sector - Medical Specialists Enterprise Agreement 2018-2021.*



Definitions

For the purpose of this document, the parties rely on the definitions contained in sub-clause 3.1 of the *AMA Victoria - Victorian Public Health Sector – Medical Specialists Enterprise Agreement 2018-2021 (Agreement)* unless otherwise specifically stated.

Clinical Support Duties

What are 'Clinical Support Duties'? (sub-clause 18.4)

'Clinical Support Duties' are duties which:

- involve non-direct patient care, and
- Are important to the performance of a Doctor in public health services to support specific aspects of its operation.

Specifically, Clinical support duties support:

- Operations of the unit and the Health Service;
- Quality Improvement Activities;
- Maintenance of a Doctor's skills and new skill development;
- Contribution to teaching and education of medical staff and other health professionals;

and include

- Administration;
- 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;
- CME/CPD/maintenance of professional standards;
- Quality assurance;
- Research (other than clinical research);
- Audit and participation in Quality Assurance Activities as required by the Health Service;
- Post graduate and undergraduate teaching activities;
- Reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings;
- Attendance at committees established under ACHS guidelines, and Inter-unit clinical meetings e.g. Grand Rounds.

Q. Is the list of Clinical Support Duties exhaustive?

A. The Agreement provides examples of Clinical Support Time duties (see sub-clause 18.4(e)-(m)); this list is indicative and not exhaustive.

It does not limit the ability for a Health Service to locally agree to other non-direct patient care tasks with a Doctor.

Q. How does a Doctor and Health Service agree locally on the quantum of Clinical Support Time and type of Clinical Support Duties performed?

A. The Health Service and Doctor should discuss the type of Clinical Support Duties and the quantum of Clinical Support Time necessary to perform the Clinical Support Duties at the commencement of the Doctor's employment and/or as part of annual work plan/performance review processes.

The Health Service may give preference to Clinical Support Duties that are required to be performed by the Doctor to meet the organisation's needs.

Ultimately, the Health Service may require a Doctor to perform (or not perform) Clinical Support Duties, despite the preferences of the Doctor.

However, where a Doctor disputes the initial determination of the Health Service, the Doctor may utilise the Dispute Resolution Procedure at Clause 11 of the Agreement.

Q. The Agreement lists "CME/CPD/maintenance of professional standards" as a non-direct patient care task that could constitute a Clinical Support Duty.

How does this interact with CME Support (e.g. CME funding support and CME leave)?

A. While the Agreement provides for both funding support and leave for CME related activities, any linkage between Clinical Support Time and CME Support is incidental.

Usually, Clinical Support Time is not allocated specifically for CME Support purposes, but it might be reasonable that CME related activities occur during Clinical Support Time.

Allocation of Clinical Support Time (subclause 18.1, 18.2, 18.5 & 18.6)

The Agreement provides that:

- a) Full Time Doctors and Fractional Doctors will be entitled to devote 20% of their normal weekly hours (or 50% for Unit Heads and above with management roles) to Clinical Support Duties.
- b) The quantum of Clinical Support Time allocated is:
 - (i) A locally agreed arrangement made between a Health Service and an individual Doctor with the duties allocated by the Health Service to meet organisational and clinical need,
 - (ii) Determined at the commencement of employment and/or as part of annual work plan/performance review processes.
 - (iii) Consistent with Specialist Medical College guidelines (where applicable)

Having regard to the entirety of Clause 18 of the Agreement.

Where a Health Service has relied upon sub-clause 18.5 to direct a Fractional Doctor not to perform any Clinical Support Duties, the Health Service should not require the Doctor to perform Clinical Support Duties.

Q. Can a Doctor agree to devote less than 20% (or 50% for a Unit Head and above with management roles) of their normal weekly hours to Clinical Support Duties?

A. Yes. 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 Doctors normal weekly hours.

An example of where this may be locally agreed between the Doctor and Health Service is where the Doctor prefers to perform a greater proportion of direct patient care tasks and wishes to minimise tasks that would fall within the definition of Clinical Support Duties.

Doctors within a unit (other than a Unit Head) can agree to pool up to half their individual clinical support time entitlement for use by other Doctors in the unit, more information is available under *Pooling of Clinical Support Time (sub-clause 18.3)*.

The Agreement provides that:

- a) A Fractional Doctor and Full Time Doctor share the same entitlement to devote 20% of their normal weekly hours (or 50% for Unit Heads and above with management roles) to Clinical Support Duties; however,
- b) A Fractional Doctor can be **directed in writing** not to perform any Clinical Support Duties where they work *minimal hours in the public sector*.
- c) A Health Service cannot require a Doctor who has been directed in writing not to perform any Clinical Support Duties to perform such duties.

Q. Does the Agreement define “minimal hours in the public sector”?

A. *The Agreement does not define minimal hours in the public sector*

The analysis of whether a doctor is engaged on minimal basis should be conducted on an individual basis with regard to the work required to perform and the inherent elements of their position

Where a health service determines a doctor to be engaged on minimal hours, the health service should indicate what the arrangements are if the Medical practitioner is required to perform non-clinical duties at any time

Q. Can a Health Service apply a general rule regarding the meaning of “minimal hours”?

A. *A Health Service may have a view as to what would meet the definition of “minimal hours” having regard to the work performed by the Doctor or the needs of the Health Service.*

A Doctor that works less than, by way of example only, a shift a week may be deemed to work “minimal hours”; however, the Health Service must be certain that the Doctor is not expected to perform Clinical Support Duties.

This is supported by the Agreement that requires a Health Service to direct a Doctor who is deemed to work “minimal hours” to not perform Clinical Support Duties; this must be done in writing.

That being said, it is entirely possible that a Doctor who works less than a shift a week may be required to perform Clinical Support Duties, in that instance, the actual quantum of Clinical Support Time afforded to the Doctor should be agreed locally between the Health Service and the Doctor.

Health Services are encouraged to utilise the template letter attached at Appendix A in communicating to Doctors about their Clinical Support Time.

Q; What happens if there is a disagreement between a Health Service and a Doctor as to what is meant by minimal hours?

A. The Doctor may utilise the Dispute Resolution Procedure at Clause 11 of the Agreement.

Pooling of Clinical Support Time (sub-clause 18.3)

The Agreement provides that:

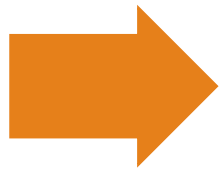
- a) Doctors within a unit (other than a Unit Head) can agree to pool up to half their individual clinical support time entitlement for use by other Doctors in the unit.
- b) Agreement is to be in writing and can be terminated on one months’ notice by the Doctor.

Q. What can accumulated Clinical Support Time be used for?

A. The accumulated Clinical Support Time can be used to provide a Doctor (or group of Doctors) a greater allocation of Clinical Support Time to perform non-direct patient care tasks.

Q. If two full time Doctors agree to pool their Clinical Support Time so a third Medical Doctor can undertake a greater proportion of non-direct patient care tasks, how would this be arranged?

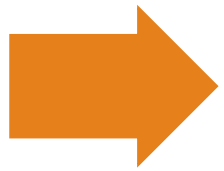
A. Following consultation with the Health Service, the three Doctors will agree in writing on to quantum of Clinical Support Time that is being pooled between the Doctors and that the pooled Clinical Support Time will be used by the third Doctor to undertake non-direct patient care tasks



Q. What happens if one of the Doctors wishes to terminate the arrangement?

A. The Doctor will be required to provide a one (1) month's written notice of their intention to terminate the arrangement.

The remaining two Doctors can agree in writing continue a separate arrangement or terminate the arrangement entirely.



Appendix A – Template Letter to Doctors deemed to work “minimal hours”

Dear Dr XXX,

Allocation of Clinical Support Time

The purpose of this letter is to clarify your entitlements to Clinical Support Time moving forward.

The *AMA Victoria - Victorian Public Health Sector - Medical Specialists Enterprise Agreement 2018-2021* which provides at sub-clause 18.5:

“in cases where fractional doctors working minimal hours in the public sector are directed in writing not to perform any Clinical Support Duties, such a proportion of time for non-clinical activity may not be allocated”.

We have considered your current duties and responsibilities and deem that your appointment reflects “minimal hours”

Having regard to the above, we have deemed that you are not required to undertake any Clinical Support Duties and as such, a proportion of time for non-clinical activity will not be allocated.

If you disagree with the outcome of this assessment or your duties and responsibilities change and you believe you are entitled to Clinical Support Time, you are encouraged to discuss the matter with your Head of Unit in the first instance.

In the event you are required to perform non-clinical activities, a quantum of Clinical Support Time for a fixed period may be agreed between you and the Chief Medical Officer following discussions with your Head of Unit to facilitate the performance of these non-clinical activities.

Thank you

XXX