

## EBA 2018 – Quick reference guide | Senior Medical Staff

### Remuneration and Remuneration Increases

The agreed increases are:

- 1/1/18: 9% (this includes a 3% increase, followed by a 6% additional adjustment to salary scale)
- 1/1/19: 3%
- 1/1/20: 3%
- 1/1/21: 3%

For a Doctor whose employment is subject to the Agreement and was in the employ of a Health Service as at 1 January 2018, a once off lump sum payment of \$3,500 (pro-rata based on a fractional allocation of hours) will be payable.

### Recovery of Overpayments

A new clause has been inserted to provide a clear outline of the processes that a Health Service must undertake when seeking to recover an overpayment.

### Shift Penalty Payments

The following new shift penalties have been inserted into the agreement:

- Monday to Friday, between 6.00 pm and midnight = 25%
- Monday to Friday, between midnight and 7:00am the following day = 75%
- Saturday, between midnight and 7:00am (Sunday) = 75%
- Sunday, between midnight and 7:00am (Monday) = 100%

### Continuing Medical Education Support

We have refined and clarified the CME Support Entitlement as follows.

### Improved Reimbursement

The clause now provides for reimbursement for CME-related costs incurred for:

- Reasonable expenses linked to approved Sabbatical Leave, and;
- The registration costs of a relevant Specialist Medical College or Association (however titled or styled) in the medical field in which the Doctor is credentialed and practising.

### Child Care

Where the Doctor is the Primary Carer and are responsible for the child(ren) during the CME activity period, the Doctor will be paid a fixed rate of \$250 per day for child care cost.

### Claims Processing

This clause clarifies that claims are to be submitted within the financial year in which the expense is incurred and extends the deadline for submission to no later than 3 months of the end of the financial year to which they relate.

The clause requires health services to process claims for reimbursement in an expeditious manner in accordance with a process that involves:

- A 30-day period to assess the claim
- A period of enquiry
- The determination of the outcome of the CME claim.

If a claim is not rejected within 30 days, it must be paid.

### Carry-over

This clause provides that a Doctor prevented from utilising their CME Support Entitlement in a particular financial year due to parental leave, family/caring responsibilities; personal illness or injury; or other exceptional circumstances accepted by the Health Service, may carry-over the unused component of their CME Support Entitlement into the next financial year.

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### Compassionate Leave

To comply with the National Employment Standards, this Agreement includes the term “permissible occasion”, which captures in what circumstances a Doctor is entitled to access Compassionate Leave.

### Fitness for Work

A new Fitness for Work clause has been inserted into this Agreement. The clause provides an open and transparent process for circumstances where an Employee’s manager forms a reasonable belief that an Employee may be unfit to perform their duties.

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

### Prenatal Leave

A new prenatal leave clause has been inserted into this Agreement. The clause allows a Doctor to access his or her personal leave credit to attend pre-natal appointments or parenting classes.

### Pre-adoption Leave

A new unpaid pre-adoption leave clause has been inserted entitling Doctors to unpaid leave to attend any interviews or examinations necessary to the adoption procedure, subject to satisfactory evidence requirements.

### Parental Leave

This updated clause retains and builds upon the existing parental leave entitlements by:

- Removing gender-related terms from the entitlement to paid parental leave for the primary carer
- Incorporating various obligations that exist in relation to pregnancy and adoption.

### Long Service Leave

The clause has been updated to align with the long service leave entitlement under the Doctors in Training Agreement. The update includes:

- Service recognition by an industrial instrument where the Doctor was employed as part of an accredited Specialist-training program by an employer not covered by that agreement
- Redrafting the clause to improve clarity whilst retaining existing long service leave entitlements.

### Public Holidays

This clause has been improved and clarifies the Doctors’ entitlements where public holidays occur on their rostered day off or other day off (one day’s ordinary pay).

Other changes include additional provisions pertaining to the substitution of public holidays for Clinical Academics at Austin Health, Melbourne Health, Northern, and Western Health are now expressed within the clause and substitution of religious public holidays.

### Continuing Medical Education Leave

This clause now specifies that 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.

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### Family Violence Leave

This new Family Violence Leave clause utilises the definition of family violence as prescribed in the *Family Violence Protection Act 2008* (Vic). The clause provides for:

- The development of internal-support arrangements for Doctors experiencing or supporting someone experiencing family violence
- Paid leave to Doctors experiencing family violence
- The ability for a Doctor assisting someone experiencing family violence to access their accrued personal leave

### Replacement of Doctors when on Leave

A new clause has been inserted which requires the Health Service to replace a Doctor who is absent on leave where if not replacing the Doctor will result or will likely result in an unreasonable workload.

### Flexible Working Arrangements

Another common clause that incorporates the requirements of the Fair Work Act and the definition found within the Carer Recognition Act. The clause connects with the new Family Violence leave provisions.

### Fixed Term Employment

The elimination of fixed term or maximum term contracts will occur with this agreement. This comes into effect by inserting a clause that provides that fixed term or maximum term contracts can only be used to meet genuine fixed term needs.

### Rights of Private Practice Administration

A new clause has been inserted that clarifies the obligations that a Health Service has in instances where a Doctor engages the Health Service as agent to bill his or her private patients.

### Clinical Support Time

This revised clause realises three significant improvements:

- It shifts the underlying clause from being aspirational to an actual entitlement.
- It sets 50% as the standard CST for unit heads and specifies that this amount is separate from the wider department, where practitioners pool their CST.
- It refines the definition of what constitutes clinical support duties.

### Roster design – Safe hours of work

One of the focusses of this round of negotiations was safe working arrangements and work life balance. As a result, one of the new clauses is designed to ensure that work is arranged in a way that does not cause an excessive or unsafe work pattern to exist.

### Workload Management and Review

In the spirit of roster design, a new workload management clause has been inserted which provides for:

- The safe assignment of work
- Regular consultation about a Doctor's workload
- The capacity for workload to be reviewed
- The ability for disputes about whether a workload is safe to be dealt with via Clause 11 – Dispute Resolution

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### Transition to Retirement

This new clause provides potential pathways for those planning to retire. These pathways include:

- The right to access leave in conjunction with reducing hours of work.
- The right to request flexible work arrangements, such as job share arrangements
- Entitlement to maintenance of long service leave value when reducing hours of work.

### Hours of Work

#### Full time Doctors

The existing *Hours of Work* clause has been modified to clarify that, by agreement with the Health Service, ordinary hours of work for a Full-time Doctor can be worked over four days per week.

#### Fractional Doctors

The existing *Hours of Work* clause for Fractional Doctors has been modified to provide that at the time of engagement, the Health Service and a Fractional Doctor will agree in writing on a regular pattern of work, specifying at least the hours worked each day; and which days of the week the Fractional Doctor will work. Any agreed variation to the regular pattern of work will be recorded in writing.

### Breastfeeding

A new breastfeeding clause has been inserted into this Agreement. The clause provides doctors with

- A reasonable paid break
- A place to express or feed
- Appropriate access to storage.

This clause applies in the first year following birth of a child.

### Definition of Executive Specialist

The limitation on Executive Specialist only being utilised in major teaching Health Services has been removed. This means that the upper-level classifications in the EBA can be accessed in non-tertiary hospitals, particularly smaller health services and regional hospitals. The importance of this change is that it creates a broader career path for practitioners at smaller health services and regional hospitals, and serves as a retention tool for those health services.

### Saving of Local Agreements

This existing 'Saving of Local Agreements' clause now provides for a review of employment entitlements in operation immediately prior to the commencement of the 2013 Specialists Agreement (Pre-Existing Entitlements). This review will be conducted by AMA Victoria in conjunction with the employers.

It is the intention of the parties to create new schedules for insertion into the current agreement, subject to FWC requirements, in the life of the next agreement.

### Consultation

This new and improved common consultation clause obliges employers to consult with employees and unions regarding major change that has a significant effect on employees.

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

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### Redundancy

This new common clause detailing arrangements regarding redundancy has been inserted into the Agreement. The clause provides transparent arrangements addressing:

- a. Redeployment – comparable role - including to another Employer and/or another clinical area
- b. Support to affected employees
- c. Salary maintenance for 52 weeks
- d. Relocation – including defining reasonable relocation distances)
- e. Retraining, and;
- f. Termination of employment due to redundancy

Delegates, HSRs and Doctors that hold elected-AMA Victoria/ASMOF positions.

The AMA Workplace Relations team are happy to receive your questions or concerns, you can contact as on:

(03) 9280 8722 or [eba@amavic.com.au](mailto:eba@amavic.com.au)

This document is for information purposes only.

### Dispute Resolution

A new common clause detailing dispute resolution processes has been inserted into the Agreement. The new clause contains clear obligations and timelines, as well as a status quo provision, meaning once a dispute is initiated, work will continue according to the usual practices. This means employers engaging in change processes that are subject to a dispute will have to place on hold that process until the dispute is resolved.

### Disciplinary Processes

A new common clause detailing disciplinary procedures has been inserted into the agreement to replace the existing Performance Management Protocol (Clause 62).

The Agreement includes definitions for Performance, Misconduct and Serious Misconduct.

### Union Matters

This new Union Matters clause clarifies and simplifies the rights of AMA Victoria/ASMOF;



## STEP 1 - MEMBER DETAILS

If a renewing member, enter Member ID: \_\_\_\_\_

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_ Suburb: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_ Male/Female \_\_\_\_\_ DOB: dd/mm/yyyy

## STEP 2 - PROFESSIONAL DETAILS

AHPRA ID : \_\_\_\_\_ Graduation: Year \_\_\_\_\_ Place: \_\_\_\_\_

Place of practice: \_\_\_\_\_

Craft : \_\_\_\_\_ Special Interest : 1. \_\_\_\_\_ 2. \_\_\_\_\_

## STEP 3 - CHOOSE YOUR MEMBERSHIP

Membership	Category	Flexi-12	Full Price
Doctors in Training <input type="checkbox"/> GP Registrars <input type="checkbox"/>	Intern (Year 1)	<input type="checkbox"/> \$26.50	<input type="checkbox"/> \$318
	Year 2	<input type="checkbox"/> \$37.17	<input type="checkbox"/> \$446
	Year 3	<input type="checkbox"/> \$49.58	<input type="checkbox"/> \$595
	Year 4	<input type="checkbox"/> \$61.92	<input type="checkbox"/> \$743
	Year 5 or more	<input type="checkbox"/> \$84.58	<input type="checkbox"/> \$1015
General Practitioner	Private Practice Full Time (25+ hrs/wk)	<input type="checkbox"/> \$123.83	<input type="checkbox"/> \$1486
	Private Practice Part-time (0 to 10 hrs/wk)	<input type="checkbox"/> \$37.17	<input type="checkbox"/> \$446
	Private Practice Part-time (11 to 25 hrs/wk)	<input type="checkbox"/> \$86.67	<input type="checkbox"/> \$1040
Salaried Medical Officer	With Private Practice Rights	<input type="checkbox"/> \$123.83	<input type="checkbox"/> \$1486
	Without Private Practice Rights	<input type="checkbox"/> \$123.83	<input type="checkbox"/> \$1486
Specialist	Private Practice Full Time (25+ hrs/wk)	<input type="checkbox"/> \$123.83	<input type="checkbox"/> \$1486
	Private Practice Part-time (0 to 10 hrs/wk)	<input type="checkbox"/> \$37.17	<input type="checkbox"/> \$446
	Private Practice Part-time (11 to 25 hrs/wk)	<input type="checkbox"/> \$86.67	<input type="checkbox"/> \$1040

Prices include GST

## STEP 4 - SELECT YOUR PAYMENT OPTION

Total \$

Please select one of the following options:

☐

### OPTION 1: FLEXI-12 (MONTHLY PAYMENT PLAN)

(Only tick if you wish to purchase by monthly instalments)

**MOST  
POPULAR**

By selecting Flexi-12 as your payment method, you are authorising AMA Victoria to debit your nominated account on a monthly basis. Payments are deducted on the 15th of each month, after your first payment. You are also opting to have your membership automatically roll over into the new year in January. For terms and conditions of this payment option, visit [www.amavic.com.au/membership/flexi-12](http://www.amavic.com.au/membership/flexi-12) Note: This is a payment plan and that any cancellation of membership requires full payment of the membership premium.

☐

### OPTION 2: FULL PAYMENT

## STEP 5 - PAYMENT DETAILS

### FULL OR MONTHLY PAYMENTS

Payment By: ☐ VISA ☐ Mastercard ☐ AMEX ☐ Direct Debit (Bank Account)

Card Number

Expiry Date   /   CCV

Cardholders Name

Signature

### MONTHLY PAYMENTS ONLY

Direct Debit Bank Account Details

Bank:  Account Name:

BSB:  Account No:

Signature

Date:

By signing the above you acknowledge having read the and understood the terms and conditions governing your debit arrangements between you and AMA Medical Association (Victoria) Ltd. This can be found at [www.amavic.com.au/membership/directdebit](http://www.amavic.com.au/membership/directdebit).

### ASMOF MEMBERSHIP

As an additional benefit for members employed by a public hospital, AMA Victoria has a conjoint membership arrangement with the Victorian Branch of the Australian Salaried Medical Officers Federation (ASMOF). ASMOF is the principal federally registered union representing medical officers in public hospitals. Under this arrangement, membership is provided without further subscription cost to full time Hospital Medical Officers and Salaried Medical Officers who are financial members of AMA Victoria at 31 March each year. As with all registered unions, as an ASMOF member you may become liable for levies, outstanding fees and fines in accordance with its rules. The rules of ASMOF are available at [www.asmof.org.au](http://www.asmof.org.au) If you wish to resign from membership of ASMOF you must write to the Secretary, ASMOF Victorian Branch, c/o 293 Royal Parade Parkville, 3052. Other AMA members may (if eligible) join ASMOF by contacting the union at the above address. However they may be required to pay a subscription fee.

If you are a full time medical officer and do NOT wish to become an ASMOF member, please tick the box. ☐

### Please complete application and payment sections in full and return to AMA Victoria

Postal: AMA Victoria, PO Box 21,  
Parkville VIC 3052  
Email: [membership@amavic.com.au](mailto:membership@amavic.com.au)  
Telephone: (03) 9280 8722  
Website: [www.amavic.com.au](http://www.amavic.com.au)  
Facsimile: (03) 9280 8786

### PRIVACY STATEMENT

AMA Victoria handles your information in accordance with our privacy policy and privacy legislation. Our policy can be viewed on [www.amavic.com.au](http://www.amavic.com.au)