

SUMMARY OF KEY CHANGES

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

The Single Interest Employers Agreement provides terms and conditions of employment for respondents to the proposed agreement. This summary of changes should be read in conjunction with the proposed Enterprise Agreement.

The VHIA, DHHS and AMA/ASMOF have worked together over recent months, not only in respect of the parties new EBA claims, but also to:

- a) Update language and structure of clauses
- b) Improve the logical order of clauses
- c) Incorporate the NES
- d) Cross reference related clauses
- e) Common clauses where possible across health sector EBA's

| Clause Title | Clause Number | Comments |
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| Consultation | 10 | <p>A common consultation clause, which has been modelled on similar clauses inserted into other public-sector Agreements, has been inserted into this Agreement.</p> <p>The clause obliges employers to consult with employees and unions regarding major change in the workplace, which has a significant effect on employees.</p> <p>The clause provides both Employers and Employees with a structured process to follow with indicative timeframes.</p> <p>There is also provision for consultation on roster changes, which is a requirement of the National Employment Standards (NES).</p> |
| Redundancy | 11 | <p>A common redundancy clause, which has been modelled on similar clauses inserted into other public-sector Agreements, has been inserted into this Agreement.</p> <p>The clause provides transparent arrangements addressing:</p> <ul style="list-style-type: none"> a) Redeployment – comparable role - including to another Employer and/or another clinical area b) Support to affected employees |

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| | | <p>c) Salary maintenance for 52 weeks</p> <p>d) Relocation – including defining reasonable relocation distances e) Retraining, and</p> <p>f) Termination of employment due to redundancy.</p> |
| Dispute Resolution | 12 | A common dispute resolution clause, which has been modelled on similar clauses inserted into other public-sector Agreements, has been inserted into this Agreement to replace the existing dispute resolution procedure (Clause 64). The new clause provides a common approach for the resolution of disputes and grievances across employee cohorts. |
| Discipline | 13 | <p>A common disciplinary procedure clause, which has been modelled on similar clauses inserted into other public-sector Agreements, has been inserted into this Agreement to replace the existing Performance Management Protocol (Clause 62).</p> <p>The clause expands on the existing disciplinary procedure and includes definitions for Performance, Misconduct and Serious Misconduct.</p> <p>Additionally, the Agreement confirms first and final warning only in summary dismissal circumstances and accrued long service leave is not affected by an employee being dismissed for serious and wilful misconduct.</p> |
| Flexible Working Arrangements | 15 | <p>A common Flexible Working Arrangements clause, which has been modelled on similar clauses inserted into other public-sector Agreements, has been inserted into this Agreement to replace the existing clause 23 (Requests for Flexible Working Arrangement)</p> <p>The clause incorporates wording of s65 (1) of the <i>Fair Work Act 2009</i> and the definition of a carer within the <i>Carer Recognition Act 2010</i> and entitles Doctors with at least 12 months' continuous service to request flexible working arrangements in specified circumstances. In addition to circumstances such as caring responsibilities, the circumstances have been expanded to also include employees experiencing family violence to request a flexible working arrangement.</p> |
| Individual Flexibility Arrangements | 16 | The individual flexibility arrangement clause has been amended to ensure compliance with the NES by enabling Employees to request flexible arrangements in certain circumstances and for Employers to consider the request and respond in writing. |
| Full Time Employment | 17 | The definition of 'Full Time Employment' has been moved from the definitions to a stand-alone clause with some other minor amendments. |
| Part Time Employment | 18 | The definition of 'Part Time Employment' has been moved from the definitions to a new standalone clause. The standalone clause also sets out how part-time entitlements are calculated. |
| Casual Employment | 19 | A new common casual employment clause, modelled on similar clauses which have been inserted into other public-sector Agreements, has been inserted into this Agreement. Amongst other things, the clause sets out the entitlements under the Agreement that apply to casual Doctors and those that do not. |

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| Casual Conversion | 20 | <p>A common Casual Conversion clause, modelled on similar clauses which have been inserted into other public-sector Agreements, has been inserted into this Agreement.</p> <p>The clause addresses the conversion of an employee from casual to permanent where the person has worked shifts on a regular and systematic basis over a period of 26 weeks, unless these shifts are replacing an employee absence or flexible work arrangement.</p> <p>Either the Doctor or the Health Service has the right to request and the request will not be unreasonably refused by either party.</p> |
| Effect of Certain Absences on Period of Employment | 21.3 | <p>A new clause has been inserted which provides the capacity for a Doctor's contract of employment to be extended to accommodate absences exceeding a continuous period of three months as a result of Parental Leave, Family Violence Leave or Carer's Leave.</p> |
| Rotation between hospitals | 24 | <p>This existing 'Rotation from Parent Hospital' clause has been amended to provide that where, as part of a "rotation" arrangement, a Doctor is required to move residence, a Doctor must be provided with a minimum of a whole calendar day (or 48 hours where their final shift was a night shift or on-call period) clear from duty (including on-call and overtime) between their final shift at Hospital 1 and their first shift at Hospital 2.</p> <p>The clause also provides that the two hospitals are required to engage and cooperate to ensure the Doctor is not required to perform unsafe hours of work as a result of their rotation; whilst maintaining adequate on-call and skill mix coverage.</p> |
| Transition to Retirement | 32 | <p>A new Transition to Retirement clause has been inserted which allows Doctors transitioning to retirement to reduce their ordinary hours of work, enter into a job share arrangement, work in a position at a lower classification or rate of pay, or another arrangement agreed - while maintaining the value of their existing accrued Long Service Leave and Annual Leave.</p> |
| Hours of Work | 33 | <p>While maintaining a number of aspects of the existing ordinary hours of work clause a number of changes have been made.</p> <p>This clause has been amended to reduce the maximum rostered shift length for a Registrar to 16 hours per shift (consistent with other Doctor classifications under this Agreement), unless exceptional circumstances exist that require a greater shift length.</p> <p>The clause also now provides that a Doctor must have 48 hours off duty when transferring from night shift to another shift arrangement.</p> <p>Additionally, the clause provides that a Doctor cannot be rostered for more than 7 consecutive night shifts.</p> |

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| | | <p>The clause confirms the capacity for health services to roster ordinary hours across periods up to four weeks – but clarifies that these arrangements cannot be utilised to reduce or avoid an Overtime obligation such as at any time when rostered hours are worked in excess of ordinary hours or authorised hours are worked in excess of rostered hours.</p> <p>The clause requires health services to develop a procedure that addresses how occupational health and safety considerations are addressed where they arise as a result of on-call periods as well as the obligation to arrange work hours in a way that does not cause an excessive or unsafe work pattern to exist.</p> <p>Clarification is made on doctors being free from duty for at least 10 hours between rostered ordinary shifts.</p> |
| Training Time | 34 | <p>While maintaining the quantum of Training Time and what constitutes Training Time under the existing Agreement, there is a new standalone Training Time clause. The clause requires a Health Service to discuss the forms of Training Time available to the Registrar at the Health Service and the most appropriate method of arranging and rostering Training Time at the commencement of the Registrars employment or rotation.</p> <p>The clause also provides greater flexibility in the arrangement Training Time in a manner other than 5 hours a week (where there is a demonstrable benefit to the Registrar); the reallocation of Training Time where it could not be taken, as scheduled, for any reason and the method by which ordinary hours of work, Training Time and overtime interact where Training Time was unable to be taken and ordinary work was performed in lieu of all or a portion of the Registrars Training Time.</p> <p>Additionally, the clause requires any change to rostered Training Time to be recorded in writing by the Health Service, with that written record being available for inspection.</p> <p>Finally, the clause details that Training Time must be published on the document that is relied upon by all clinical and non-clinical staff within the Health Service to identify Registrars' hours of work, such as a Roster or in another agreed document.</p> |
| Overtime | 36 | <p>The existing overtime clause has been amended to clarify that where a part-time Doctor is directed by the Health Service to work rostered hours in excess of their contract hours, overtime will be paid pursuant to this clause for all hours worked in excess of their contract hours.</p> <p>A Doctor who offers to work additional hours will be paid their ordinary rate of pay until their total weekly hours of work exceed the full time ordinary hours for their classification.</p> |
| On-call | 38 | <p>The existing on-call clause has been amended to clarify what constitutes General Oncall (formerly Telephone Oncall) and Standby On-call (formerly General Oncall).</p> |

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| | | <p>The clause provides that General Oncall means an on-call period where the Doctor is rostered to hold themselves available to provide clinical advice by telephone; and/or to be recalled to their usual place of work</p> <p>Standby On-Call is defined as an on-call period where the Doctor is rostered to hold themselves available to be on-call solely for the purpose of returning to the Health Service in circumstances such as replacing unplanned absences or to address clinical need and does not provide any advice by telephone.</p> |
| Workload Management and Review | 41 | A new workload management clause has been inserted (incorporating parts of the old Work Practice Review clause) to provide for the safe assignment of work, regular consultation about a Doctor's workload, the capacity for workload to be reviewed and the ability for disputes about whether a workload is safe to be dealt with via Clause 12 – Dispute Resolution. |
| Remuneration and Remuneration Increases | 42 | <p>This clause provides for increases to the weekly rate of pay by 3% per annum from the first full pay period commencing on or after 1 January 2018, 2019, 2020 and 2021.</p> <p>It also provides for an additional increase of 6% will be added to the first increase in weekly rates of pay (From the first full pay period on or after 1 January 2018).</p> <p>A Full-Time or Part-Time Doctor whose employment is subject to the Agreement and was in the employ of a Health Service as at 1 January 2018, a once off lump sum payment of \$2,000 (pro-rata for Part-Time Doctors) will be payable.</p> |
| Recovery of Overpayments | 46 | <p>A new clause has been inserted which sets out a process that facilitates the recovery of overpayments, including the requirement to write to a Doctor detailing the overpayment and meet with the Doctor.</p> <p>The clause doesn't limit the rights or obligations of either party under the <i>Financial Management Act 1994</i></p> |
| Continuing Medical Education Allowance | 47 | <p>The existing clause has been amended to provide that the CME allowance is payable on a pro-rata basis for casual Doctors who are replacing a person for a specific term for a period of a fortnight or more.</p> <p>The entitlement to receive CME for full time or part time Doctors remains unchanged.</p> |
| Internal Training | 48 | This Agreement provides that where a Health Service requires compulsory training to be undertaken by a Doctor, the Health Service must provide reasonable time within paid working hours to complete the compulsory training. |
| Examination Leave | 49 | Without amending the existing quantum of Examination Leave available to a Doctor, this clause has been amended to allow a Doctor to access Examination Leave where it is necessary to obtain a relevant qualification as defined within the clause. |

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| | | The clause also clarifies that the health service provides for at least three clear days' Examination Leave immediately prior to each examination |
| Conference/Seminar Leave | 50 | This Agreement provides that a Doctor must apply for Conference/Seminar leave by 31 March of the year in which the leave will be taken or otherwise with not less than three months' notice. |
| Higher Duties | 51 | This clause has been amended to clarify the applicable conditions and benefits applicable to a Doctor classified as a HMO, MO or SMO who is required to perform the full duties of a Registrar position. |
| Location Allowance | 52.1 | The limitation attached to the payment of location allowance where the rotation hospital is less than 50km from the Melbourne GPO has been removed. The location allowance is now payable where the Doctor was required to move residence. |
| Replacement of Doctors when on Leave | 59 | Existing provisions have been amended to clarify that a Health Service is required to replace a Doctor who is absent on leave where if not replacing the Doctor will result or will likely result in an unreasonable workload |
| Annual Leave | 60 | <p>To comply with the National Employment Standards, this Agreement clarifies that when calculating the annual leave payable to a Doctor, the Doctor must not be paid less than their base rate of pay for the Doctor's ordinary hours of work in the period of paid annual leave.</p> <p>The Agreement reiterates that Annual Leave may be taken for a period agreed between a Doctor and his or her Employer</p> <p>The Agreement details the process by which a Doctor applies for Annual Leave, what obligations the Health Service has in responding and consulting on alternative leave dates. The clause further provides that a request for Annual Leave must not be unreasonably refused and that Annual Leave, once approved must not be unilaterally changed by the Employer.</p> <p>The Agreement provides that a Health Service may propose its preferred timing for the taking of Annual Leave by a Doctor (by way of posting within the roster or otherwise in writing to Doctor) to suit operational requirements and to ensure all Doctors are given adequate opportunity to utilise their Annual Leave within the year in which it is accrued.</p> |
| Personal Leave | 61 | <p>To comply with the National Employment Standards, this Agreement clarifies that when calculating personal leave payable to a Doctor, the Doctor must not be paid less than the Doctor's base rate of pay for the Doctor's ordinary hours of work in the period of paid personal/carer's leave.</p> <p>The Agreement provides that a Doctor (other than an Accredited Trainee) will have the ability to transfer up to 168 days of the Doctor's accumulated personal leave where there is a break in service between two Health Services or community health centre where the Doctor was absent from employment due to the birth or adoption of a child for the period consistent with Long Parental Leave (clause 67.4) - and provided the Doctor provides evidence that would satisfy a reasonable person as to the reason for the break in employment was consistent with the clause.</p> |

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| Fitness for Work | 62 | <p>A common Fitness for Work clause, modelled on similar clauses which have been inserted into other public-sector agreements, has been inserted into this Agreement.</p> <p>The clause provides an open and transparent process in circumstances where the Employee's manager forms a reasonable belief that an Employee may be unfit to perform their duties.</p> <p>In addition, it clarifies the requirement for the Employer to make reasonable adjustment where an employee has either a permanent or temporary disability.</p> |
| Public Holidays | 63 | <p>The existing public holidays clause has been amended in a number of ways.</p> <p>The clause clarifies the entitlement applicable to Doctors where public holidays occur on their rostered day off or other day off (one day's ordinary pay).</p> <p>Other changes include substitution of religious public holidays.</p> |
| Compassionate Leave | 64 | <p>To comply with the National Employment Standards, this clause has been amended to clarify what the term "permissible occasion" means and what circumstances entitles a Doctor to access Compassionate Leave.</p> |
| Prenatal Leave | 65 | <p>A common prenatal leave clause, modelled on similar clauses which have been inserted into other public-sector Agreements, has been inserted into this Agreement which allows a Doctor to access his or her personal leave credit in order to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Doctor's ordinary rostered shift.</p> |
| Pre-adoption Leave | 66 | <p>Without amending existing entitlements, matters pertaining to pre-adoption leave have been extracted from the existing clause and placed within its own clause.</p> |
| Parental Leave | 67 | <p>A common parental leave clause, modelled on similar clauses which have been inserted into other public-sector Agreements, has been inserted into this Agreement to replace the existing parental leave clause. The new clause retains and builds upon the existing parental leave entitlements including by removing gender related terms from the entitlement to paid parental leave for the primary carer; and incorporating the various obligations that exist in relation to pregnancy and adoption.</p> |
| Long Service Leave | 68 | <p>The Agreement provides for the flexible taking of long service leave and a greater period of absence of up to two years for the purpose of parental leave without breaking Continuity of Service.</p> |
| Family Violence Leave | 71 | <p>A common Family Violence Leave clause, modelled on similar clauses which have been inserted into other public-sector agreements, has been inserted into this Agreement.</p> <p>Utilising the definition of family violence as prescribed in the <i>Family Violence Protection Act 2008 (Vic)</i>; the clause provides for the development of internal support arrangements for Doctors experiencing or supporting someone experiencing family violence; the provision of paid leave to Doctors experiencing family violence and the ability for a Doctor assisting someone experiencing family violence to access their accrued personal leave.</p> |

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| Facilities while on Rotation | 73 | <p>This existing 'Facilities when on Rotation' clause has been amended to provide for the provision of a safe living environment which includes an obligation to perform safety assessments of residential living quarters.</p> <p>Additionally, the rotation hospital will advise the Doctor in writing on how to access the Wi-Fi and technical support contacts.</p> <p>In the absence of Wi-Fi, the Rotation Hospital will advise the Doctor in writing the reason as to why it isn't available and what alternative arrangements for internet access exist.</p> |
| Breastfeeding | 74 | A common breastfeeding clause, modelled on similar clauses which have been inserted into other public-sector Agreements, has been inserted into this Agreement to provide clearer rights associated with breastfeeding the first year following birth. |
| Union Matters | 76 | A common Union Matters clause, modelled on similar clauses which have been inserted into other public-sector agreements, has been inserted into this Agreement. It clarifies and simplifies the rights of AMA/ASMOF; Delegates, HSR's and Doctors that hold elected AMA/ASMOF positions. |
| Service Delivery Partnership Plan | 77 | <p>A service delivery partnership plan clause has been inserted into this Agreement.</p> <p>This clause details matters that the parties are committed to contributing to the improvement of productivity and efficiency within Victorian public health and to ensure the proper implementation of the Agreement.</p> |
| Doctors in Training Remuneration, Allowances and Deduction | Schedule B | Schedule B contains Doctors Remuneration, Allowances and Deductions for the life of the Agreement. |
| Template Certificate of Service | Schedule C | Schedule C contains a revised template certificate of service which facilitates the changes to the Transfer of Accrued Personal/Carer's Leave and Long Service Leave clauses |