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AMA Victoria - Victorian Public Health Sector – Doctors in Training Enterprise Agreement 2018 – 2021

EBA Forum

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When does the Agreement come into operation?

- The Agreement does not come into operation until 7 days after it is approved by a Member of the Fair Work Commission
- EBA was lodged with the FWC on 27 March 2018
- FWC website suggests the process takes 12 weeks; recent experience tells us it's closer to 16 weeks

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Agreement Structure

- Drafted to maintain structure and format of other recently negotiated Agreements
- Common items grouped together (e.g. Hours of Work & Related Matters)
- Parental Leave & Long Service Leave removed from Schedules and incorporated into new clauses.

VWA 4

Part A – Preliminary

This part covers:

- Definitions
- Coverage
- Date and Period of Operation; and,
- The Agreement’s interaction with previous Awards, Agreements and the National Employment Standards.

VWA 5

Clause 3 - Definitions

- Experience as a Registrar whilst on Higher Duties contributes to the “year of experience” calculation when that Registrar is engaged on a permanent Registrar contract (clause 3.1(i)(iii))
- Definition of *Training Time* retained, but process and arrangements set out in Clause 34.

VWA 6

Part B – Consultation, Dispute Resolution, Discipline & Flexible Working Arrangements

This part covers:

- Consultation;
- Dispute Resolution;
- Discipline; and
- Flexible Working Arrangements.



Clause 10 - Consultation

Common Clause

The clause obliges Employers to consult with employees and unions about major changes in the workplace.

The Agreement provides both Employees and Employers with a structured process to follow, with indicative time frames.

NES Compliance

The Clause also provides for consultation on roster changes.



[VHIA Podcast – Episode 8 - Consultation](#)

Clause 11 - Redundancy

Common Clause

Provides for transparent arrangements addressing:

- Redeployment;
- Support to affected Employees;
- Salary Maintenance – 52 weeks;
- Relocation;
- Retraining;
- Termination due to redundancy.



[VHIA Podcast – Episode 14 - Redundancy](#)

Clause 12 – Dispute resolution

Replacement with Common Clause

This clause provides for a common approach across all employee cohorts.

Replaced existing clause 64.

[VHIA Podcast – Episode 7 - Dispute Resolution](#)

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Clause 13 - Discipline

Replacement with Common Clause

The Agreement defines the following for the purpose of the Disciplinary Procedure:

- Performance;
- Misconduct; and
- Serious Misconduct.

First and final warnings only in summary dismissal circumstances.

Long Service Leave not affected by employee being dismissed for serious and wilful misconduct.

[VHIA Podcast – Episode 16 - Discipline](#)

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Clause 15 – Flexible Working Arrangements

Replacement with Common Clause

This clause:

- Incorporates the wording of the *Fair Work Act 2009* – section 65 (1).
- Defines **carer** within the *Carer Recognition Act 2010* and have been expanded to include Employees experiencing family violence.
- Allows doctors with 12 months service to request flexible working arrangements in certain circumstances.

[VHIA Podcast – Episode 21 – Flexible Working Arrangements](#)

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Clause 16 – Individual Flexibility Arrangements

Amended Clause

Amended to ensure compliance with NES.

Mutually agreed arrangements to vary certain terms of the Agreement in order to meet the genuine needs of the Doctor and the Health Service

An individual flexibility arrangement must be about arrangements for when hours are worked.

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Part C – Doctor Employment

This part covers:

- Modes of Employment
- Periods of Employment
- Responsibilities
- Rotation
- Orientation
- Termination

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Clause 17 – Full Time Employment

Amended clause

- The definition of Full Time Employment has been moved from the definitions to a stand alone clause.
- Previous arrangements remain intact
 - HMO, MO, SMO = 38 hours
 - Registrar = 38 hours + 5 hours Training Time

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Clause 18 – Part Time Employment

Ameneded Clause

The definition of Part Time Employment has been moved from the definitions, to a stand alone clause.

Sets out how part time entitlements are calculated.



Clause 19 – Casual Employment

Common Clause

This clause:

- Clarifies entitlements that are and aren't available for a Casual Doctor.



Clause 20 – Casual Conversion

Common Clause

Casual Conversion occurs when:

- Employee has worked on a regular and systematic basis;
- Over a period of 26 weeks; unless
- The shifts worked are covering an Employee absence or flexible working arrangement.

Both Doctor and Health Service have the right to request this in writing, where practicable it will not be refused.



[VHIA Podcast – Episode 19 – Casual Conversion](#)

Clause 21 – Period of Employment

- The Agreement maintains the existing arrangement of 1 – 3 year contracts
- A joint working party will be established to increase the minimum length of contract during the life of the Agreement

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Clause 21.3 – Effect of Certain Absences on Period of Employment

NEW Clause

- A Health Service shall offer to extend a Doctor's contract of employment following receipt of:
 - a) A Parental Leave application; or,
 - b) Notification of Carer's Leave or Family Violence Leave exceeding 3 months
- The contract shall be extended by the period of the leave plus the remaining period of the contract

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Clause 21.3 – Effect of Certain Absences on Period of Employment

NEW Clause

Example

A Doctor commenced in February and has a contract that ends in February the following year. The Doctor commences 12 months parental leave in September. Prior to commencing parental leave the Health Service shall offer the Doctor a variation to their contract. The variation provides for the Doctor to extend their employment for the period of 12 months parental leave and to return to work at the cessation of the parental leave and complete the remaining 5 months of their initial contract term representing the period between September and February that had not been completed prior to the absence on parental leave.

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Clause 21.3 – Effect of Certain Absences on Period of Employment

NEW Clause

Example

A Doctor commenced in February and has a contract that ends in February the following year. The Doctor commences 12 months parental leave in April. Prior to commencing parental leave the Health Service shall offer the Doctor a variation to their contract. The Doctor indicated they intend on obtaining employment next February and sought not to have their contract extended as they intended on obtaining employment in the following February. The Health Service agreed to the Doctor's request and the contract was not extended beyond the original date the contract expires.



Clause 24 – Rotation between hospitals

Amended Clause

Key Changes:

- Where as part of a rotation a Doctor is required to move residence they must be provided with:
 - A minimum of 1 calendar day clear of duty between final shift at Hospital 1 and first shift at Hospital 2; or
 - Where the final shift is a night shift or an on call shift a minimum of 48 hours.
- The two hospitals are required to communicate to ensure that there is no unsafe hours of work as a result of the move.



[VHIA Podcast - Episode 65 - DIT Rotations](#)

Clause 24 – Rotation between hospitals

Amended Clause

Example 1:

- Dr Dre's last shift at Hospital 1 is a **night shift** and finishes at 07:00am on Sunday morning.
- Dr Dre is **required to move residence** as a consequence of his rotation to Hospital 2.
- As his last shift at Hospital 1 was a night shift and he is required to move residence, he is required to have 48 hours break before performing work at Hospital 2.
- The earliest Dr Dre could perform work at Hospital 1 is **07:00am Tuesday morning**.



Clause 24 – Rotation between hospitals

Amended Clause

Example 2:

- Dr Grey's last shift at Hospital 1 is an **afternoon shift** and finishes at 10:00pm on Saturday night.
- Dr Grey is **required to move residence** as a consequence of her rotation to Hospital 2.
- As her last shift at Hospital 1 was **not a night shift** and she is required to move residence, she is required to have one calendar day clear from duty before performing work at Hospital 2.
- Dr Grey could perform work at Hospital 2 **any time on Monday onwards**



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Clause 32 – Transition to Retirement

Common Clause

Allows Doctors transitioning into retirement:

- to reduce their ordinary hours of work;
- Enter into a job share arrangement;
- Work in a lower classification or rate of pay;
- Or any other agreed arrangement.
- Maintain the value of their existing LSL



[VHIA Podcast – Episode 24 – Transition to Retirement](#)

Part D – Hours of Work & Related Matters

This part covers:

- Hours of work;
- Training Time
- Rosters
- Overtime
- On-Call/Recall (incl. Telephone Recall)



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Clause 33– Hours of Work

Modified Clause

Key changes:

- Reduces maximum rostered shift length for a registrar to 16 hours per shift (unless exceptional circumstances require more);
- Requires Doctors to have 48 hours off duty when transferring from night shift to another shift arrangement;
- Doctors cannot be rostered for more than 7 consecutive night shifts;
- Health Services can roster 'ordinary hours' for up to 4 weeks – but not to avoid overtime obligations;

Continued



Clause 33.6 – Breaks between Ordinary Rostered Shifts

Modified Clause

Key changes:

- The Agreement maintains that Doctors must be free from duty for at least 10 hours between rostered ordinary shifts.
- Clarifies the cross-over between performing General On-Call or Stand-by On-Call during the 10 hours free from duty between rostered ordinary shifts
- Requires Health Services to develop procedures around OH&S where they arise from on-call periods;
- Requires Health Services to ensure the rostering of on-call arrangements does not create unsafe or excessive work patterns.



Clause 34 – Training Time

NEW Clause

Key requirements:

- Health Services must discuss the forms of training available at the start of a Registrars employment or rotation;
- Provides for greater flexibility in arranging Training Time, in a manner other than 5 hours a week (where there is benefit to the Registrar) as well as the relocation of Training Time and the interaction with overtime and ordinary hours of work;
- Any changes to Training Time must be recorded in writing and available for inspection;
- Training Time must be published on the document that is relied upon by all clinical and non-clinical staff to identify the Registrars' hours of work.

[VHIA Podcast – Episode 61 – Training Time](#)



Clause 34 – Training Time

NEW Clause

Example 1

A Doctor is rostered to perform 76 ordinary hours plus 10 hours Training Time in a pay period across a pay fortnight. She subsequently is not able to take the Training Time and performs work for the 10 hours that was rostered for Training Time. The Training Time is not able to be reallocated in the pay period.

The appropriate payment to be made is:

- 76 hours paid at the ordinary rate of pay.
- 10 hours paid at the appropriate overtime rates where work was performed above ordinary hours.
- 10 hours paid at the ordinary rate of pay for Training Time that was rostered, not able to be taken and not able to be reallocated within the pay period.

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Clause 34 – Training Time

NEW Clause

Example 2

A Doctor is rostered to perform 76 ordinary hours plus 10 hours Training Time in a pay period across a pay fortnight. He is able to access 4 hours of scheduled Training Time in the fortnight. The remaining 6 hours of Training Time was agreed to be carried over and rostered into the next pay period and the Doctor performed work during these 6 hours.

The appropriate payment to be made is:

- 76 hours paid at the ordinary rate of pay.
- 6 hours paid at the appropriate overtime rates where work was performed above ordinary hours.
- 4 hours paid at the ordinary rate of pay for Training Time that was rostered and taken.
- The remaining 6 hours of Training Time that was agreed to be carried over and rostered into the next pay period would be rostered in addition to the Doctor's Training Time entitlement for that following fortnight.

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Clause 36 – Overtime

Amended Clause

- Overtime remains payable for working
 - rostered hours in excess of ordinary hours, pursuant to subclause 33.1; or
 - authorised hours in excess of rostered hours.
- Overtime remains **not payable** where a Doctor works ordinary above 38 hours a week (or 43 hours a week) where the Doctors ordinary hours as averaged across a period up to four weeks and was rostered in accordance with the Agreement.
- If a Doctor performs work that entitles them to Overtime, it must be paid in the pay period within which it was worked – not deferred until the following pay period

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Clause 36 – Overtime

Amended Clause

Example

- A HMO has 152 hours of ordinary hours rostered across a four week period.
- The HMO is rostered to perform:
Week 1: 60 hours
Week 2: 10 hours
Week 3: 60 hours
Week 4: 22 hours
- The HMO does not work any other shifts and does not work beyond the hours rostered
- **The HMO is not entitled to overtime**

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Clause 36 – Overtime

Amended Clause

Example

- A HMO has 152 hours of ordinary hours rostered across a four week period.
- The HMO is rostered to perform:
Week 1: 60 hours
Week 2: 10 hours
Week 3: 60 hours
Week 4: 22 hours
- The HMO works an additional 10 hour shift in Week 2
- **The HMO should be paid 10 hours Overtime for that shift worked in the pay period encompassing Week 2**

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Clause 36 – Overtime

Amended Clause

Clarifies that where a part time Doctor is **directed by the Employer** to work in excess of their contracted hours they will be paid in accordance with this clause.

Where a Doctor **offers to work** they will be paid at their ordinary rate until their total weekly hours of work exceed the full time ordinary hours for their classification.

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Clause 38 – On-call

Amended Clause

Key changes:

- 'General On-call' is a period where the Doctor is rostered to be available to provide clinical advice by **telephone** and/or to be **recalled to work**;
- 'Standby On-call' is an on-call period where the Doctor is rostered to be **solely** on call for the **purpose of returning to the Health Service**.



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Clause 41 – Workload Management and Review

NEW Clause

This clause provides for:

- For the safe assignment of work;
- Regular consultation about Doctor's workload;
- Capacity for workload to be reviewed;
- Disputes about safe workload to be dealt with via the dispute resolution clause (clause 11).



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Part E – Remuneration & Related Matters

This part covers:

- Remuneration; and
- Recovery of Overpayments.



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Clause 42 – Remuneration and Remuneration Increases

NEW Clause

This clause provides:

- For 3% increase to wages, salaries and allowance commencing FFPPOA 1 January 2018, 2019, 2020, 2021.
- Additional 6% increase to wages and salaries only commencing FFPPOA 1 January 2018.

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Clause 42 – Remuneration and Remuneration Increases

NEW Clause

This clause provides:

- For a Doctor whose employment is subject to the Agreement and was employed as of 1 January 2018, they will receive a one off lump sum payment of \$2,000 (or pro-rata).
- Generally, the employer of the Doctor as of 1 January 2018 is responsible for the payment
- More information is available in Bulletin 2297

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Clause 46 – Recovery of Overpayments

NEW Clause

To recover overpayments the Health Service must write to the Doctor detailing the overpayment and meet with the Doctor.

Does not limit rights or obligations under the *Financial Management Act 1994*.

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Part F – Education & Professional Development

This part covers:

- CME Allowance
- Internal Training
- Examination/Conference/Training Leave



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Clause 47 – Continuing Medical Education Allowance (CME)

Modified Clause

Amended to provide that the CME allowance is payable to casual Doctors (pro-rata) who are replacing a person for a specific term for a period longer than a fortnight.

CME Allowance rates will increase by 3% per annum in accordance with Clause 42



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Clause 48 – Internal Training

NEW Clause

Where a Health Service requires compulsory training to be undertaken by a Doctor, they must provide reasonable time within work hours to complete the training.



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Clause 49 – Examination Leave

Modified Clause

- Doctors can access this Leave where it is necessary to obtain a specific qualification as defined within the clause.
- Health Services must provide at least 3 clear days leave prior to each examination.
- No change to the existing quantum of leave.

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Clause 50 – Conference/ Seminar Leave

NEW Clause

Doctors must apply for Conference/ Seminar leave by 31 March of the year they wish to take the leave.

If the above does not occur the Doctor must give no less than 3 months notice.

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Part G – Allowances & Reimbursements

This part covers:

- Higher Duties
- Rotation Allowances
- Meal, Telephone, Uniform/Laundry Allowances

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Clause 51 – Higher Duties

Modified Clause

- Clarifies conditions and benefits for Doctors classified as a HMO, MO or SMO who is required to fulfil the full duties of a Registrar.
- A Doctor who is performing Higher Duties to the role of a Registrar in accordance with this clause will be entitled to Training Time



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Clause 52.1 – Location Allowance

Modified Clause

Key changes:

- Location allowance now payable to a Doctor who is required to move residence;
- Limitation attached to payment where hospital is within 50kms from Melbourne GPO has been **removed**.



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Part H – Public Holidays, Leave & Related Matters

This part covers:

- Replacement of Doctors when on Leave
- Fitness for Work
- Annual, Personal, Parental; Long Service and other Leave types
- Family Violence Leave



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Clause 59 - Replacement of Doctors when on Leave

Modified Clause

Requires Health Services to replace a Doctor who is on leave if not doing so will result in an unreasonable workload.

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Clause 60 – Annual Leave

NES Compliance

Agreement clarifies that in calculating leave payable, the Doctor must not be paid less than their base rate of pay for their ordinary hours in the period of Annual Leave.

Modified Clause

Leave may be taken for a time agreed to by the Employer and the Doctor.

The Agreement details the process and obligations on both parties when applying for Annual Leave. A request may not be rejected where it is unreasonable or changed unilaterally once it is approved.

A Health Service may nominate its preferred times for taking Annual Leave to suit operational requirements.

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Clause 61 – Personal Leave

NES Compliance

Agreement clarifies that in calculating leave payable, the Doctor must not be paid less than their base rate of pay for their ordinary hours in the period of Personal Leave.

Modified Clause

A Doctor (other than an Accredited Trainee) will have the ability to transfer up to 168 days of their accumulated Personal Leave where:

- There is a break in service between two Health Services or Community Health Centres;
- Where the Doctor was absent due to;
- Birth or adoption of a child for the period consistent with Long Parental leave; and
- Where the Doctor can provide reasonable evidence for the above.

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Clause 62 – Fitness for Work

Common Clause

Provides for the process to be followed when the Employer may have reasonable belief that the Employee is unfit for work.

Clarifies Employer's requirement to make reasonable adjustments.

[VHIA Podcast – Episode 20 – Fitness for Work](#)



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Clause 63 – Public Holidays

Modified Clause

Key Changes:

- Clarity of entitlements for Full-Time Doctors on their rostered day off or other day off
- Added provisions relating to substitution of public holidays for religious public holidays.



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Clause 64 – Compassionate Leave

NES Compliance

“Permissible Occasion” refers to the circumstances in which a Doctor is entitled to access Compassionate Leave.



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Clause 65 – Prenatal Leave

Common Clause

Allows Doctors to access personal leave entitlements in order to attend pre-natal appointments or parenting classes.

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Clause 66 - Pre-adoption Leave

Modified Clause

Without amending existing entitlements they have been extracted to form their own clause.

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Clause 67 – Parental Leave

Replaced with Common Clause

Extends old clause by:

- Removing gender related terms;
- Incorporating various obligations that exist in relation to adoption and pregnancy.

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Clause 68 – Long Service Leave

Modified Clause

Increased the period of absence to up to 2 years for the purpose of Parental Leave (without breaking Continuity of Service).

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Clause 71 – Family Violence Leave

Common Clause

- Uses the definition of 'Family Violence' from the *Family Violence Protection Act 2008 (Vic)*.
- Provides for twenty (20) days paid Family Violence Leave for Doctors experiencing family violence.
- Doctors can access personal leave to provide support to someone experiencing family violence.
- Provides for the development of internal support arrangements for Doctors experiencing or supporting someone experiencing family violence

[VHIA Podcast – Episode 42 – User Notes FV Leave](#)

[VHIA Podcast – Episode 58 – The Strengthening Hospital Responses to FV Initiative](#)

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Part I – Accommodation & Facilities

This part covers:

- Facilities when on Rotation
- Breastfeeding

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Clause 73 – Facilities while on Rotation

Amended Clause

Provides an obligation to perform safety assessments on residential living quarters.

The Rotation Hospital will advise the Doctor in writing as to how to access the Wi-Fi and technical support contacts.

If there is no Wi-Fi available, the Rotation Hospital will advise the Doctor of the reasons and what alternative arrangements exist.

[VHIA Podcast – Episode 65 – DIT Rotations](#)

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Clause 74 - Breastfeeding

Common Clause

Inserted to provide clear rights associated with breastfeeding the year following birth.

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Part J – Union Matters & Service Delivery Partnership Plan

This part covers:

- Union Matters; and
- Service Delivery Partnership Plan.

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Clause 76 – Union Matters

Common Clause

Simplifies the rights of HSR's, delegates and Doctors that hold elected AMA / ASMOF positions.

[VHIA Podcast – Episode 17 – Union Matters](#)

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Clause 77 – Service Delivery Partnership Plan

NEW Clause

Details what the parties are committed to for the improvement of productivity and efficiency within Victorian Public Health.

Ensures proper implementation of the Agreement.

[VHIA Podcast – Episode 44 – SDPWWG](#)

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Clause 77 – Service Delivery Partnership Plan

NEW Clause

- Reduce duplication of training
- Monitor onboarding and credentialing practices
- Monitor the implementation of the Training Time clause
- Identify arrangements to better accommodate concurrent employment and LSL
- Fatigue management review
- Identification of how and when two year contracts can be accommodated

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More Information?

- Bulletins
- Podcasts
- DIT EBA Implementation Guide
- Implementation Tracker
- VHIA Community App



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